

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
NOVEMBER 27, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

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.

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. 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.

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 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

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



CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, NOVEMBER 27, 2023, 6:00 PM

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Recognition of a Board and Commission Appointment, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)

6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.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. 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.

- A. Consideration and Action on Approving the Minutes of the October 23, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$13,020,174.44, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
- C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (*Recommended Motion: The proposed Appointments be approved.*)
- D. Consideration and Action on Approving the Purchase of a Riley Sports Elite Series R6A 6" Aluminum Prefabricated Dasher Board System and Alternate # 1 - Backer Panel, .375" thick HDPE backer panel from All-American Arena Products in the amount of \$214,200 utilizing Sourcewell Cooperative Purchasing Agreement #120320-ALL exp. 1/8/2025, as requested by the Parks & Recreation Department.

(Recommended Motion: The proposed Purchase be approved.)

- E. Consideration and Action to Approve a Change Order to PO# 20220583, with Midwest Transit Equipment Inc., for the Purchase of Two (2), 14-Seat Passenger Buses, in the Amount of \$34,624, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department. *(Recommended Motion: The proposed Change Order be approved.)*
- F. Consideration and Action on the Preliminary Design Amendment No. 1 to the Engineering Services Agreement Related to Systemwide Potable Water Distribution Improvements in an amount not to exceed \$2,999,480, as requested by the Water Department. *(Recommended Motion: The proposed Amendment be approved.)*
- G. Consideration and Action on a Resolution providing for the City to petition to Annex White Oak Park into the Bloomington Normal Water Reclamation District, as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be Approved.)*
- H. Consideration and Action on a Resolution Authorizing the Closure of State Highway Business 51 for the Jaycees Holiday Parade on December 2, 2023, at 10 a.m., as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from the R-1C (Single-Family Residence) District to the P-2 (Public Lands and Institutions) District, for the Properties Located at 601 N. Western Avenue and 1210 W. Locust Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The Ordinance be approved.)*

8. Regular Agenda

- A. Presentation of the FY2023 Annual Comprehensive Financial Report, Delivered by the Audit Firm, Baker Tilly Virchow Krause LLP, as requested by the Finance Department. *(Recommended Motion: None; presentation only.) (Presentation by Tim Gleason, City Manager; Scott Rathbun, Finance Director; and Michael Malatt, Partner at Baker Tilly, 10 minutes; and City Council Discussion, 5 minutes.)*
- B. Presentation on Water Capital Project Needs; and Consideration and Action on an Ordinance Amending the City Code Regarding the Water Rate Structure, Lowering the Water Utility Tax, and Modifying the Annual Increases in Refuse, Sewer, and Storm Water Fees from 3% to CPI-WST (Water, Sewer, Storm Water and Solid Waste (Trash Collection)), as requested by the Water Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Deputy City Manager, Jeff Jurgens, and Water Director, Ed Andrews, 20 minutes; and City Council Discussion, 20 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of a Board and Commission Appointment, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointment is representative of the City Council's approval from the November 13, 2023 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Recognition of Appointment from 111323 Council](#)



Appointment

Police Pension Board:
• **Jan Murphy**



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Minutes of the October 23, 2023, 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 minutes 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 minutes are available for public inspection and posted to the City's website within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, OCTOBER 23, 2023, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 P.M. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Remote
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Absent
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Mayor Mwilambwe shared that Council Member Boelen requested to attend the meeting remotely due to medical reasons.

Recognition/Appointments

The following item was presented:

Item 5. A. Proclamation for National Apprenticeship Week, as requested by the Administration Department. (Recommended Motion: None; Recognition only.)

Mayor Mwilambwe presented the Proclamation. Veronica Inselmann, Associate Director of the Apprenticeships and Work-Based Programs at Heartland Community College, accepted the Proclamation.

The following item was presented:

Item 5. B. Recognition of a Board and Commission Appointments, as requested by the Administration Department. (Recommended Motion: None; recognition only.)

Leslie Yocum, City Clerk, recognized the appointment of Sarah Adelman to the Japanese Sister City Committee and the appointments of (1) John Scott Denton; (2) Elizabeth German; (3) Timothy Harris; (4) Aron Klein; (5) Cathy Lust; (6) Kaitlyn Selman; and (7) Jay Shannon to the Special Commission for Safe Communities.

Public Hearing

The following item was presented:

Item 6. A. Public Hearing on an Annexation Agreement with Carl and Sara Muller, for the Property at 1420 Six Points Road, PIN: 21-17-126-001, as requested by the Economic & Community Development Department. (Recommended Motion: None; Presentation and Public Hearing Only.)

Mayor Mwilambwe opened the Public Hearing at 6:12 P.M.

Tim Gleason, City Manager, introduced Kelly Pfeifer, Assistant Director of Economic & Community Development, to present the item.

Mrs. Pfeifer described the property and the costs of the Annexation, as well as detailed the zoning recommendation.

Leslie Yocum, City Clerk, stated that no one registered to testify on behalf of the Item.

Mayor Mwilambwe asked if anyone wanted to speak for or against the Item. No one came forward.

Mayor Mwilambwe closed the Public Hearing at 6:14 P.M.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. The following spoke in person: (1) Dan Brady; (2) Jackie Beyer; (3) Surena Fish; and (4) Scott Stimeling.

Consent Agenda

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

Council Member Hendricks made a motion, seconded by Council Member Montney, to approve the Consent Agenda with the exception of 8.D.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Hendricks, Ward, Lee, Crumpler

Motion carried.

Item 8.A. Consideration and Action to Approve Bills and Payroll, in the Amount of \$13,492,974.08, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.B. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 8.C. Consideration and Action on Approving the Purchase of Syngenta, BASF, and ENVU (Bayer) Chemicals from Marubeni America Corporation, d/b/a Helena Agri Enterprises, LLC, in an Amount not to Exceed \$200,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8. D. was pulled from the Consent Agenda by Council Member Ward.

Item 8.E. Consideration and Action to Approve an Agreement Extension with Evergreen FS for Fuel for the City's Vehicles and Equipment, from November 1, 2023, through October 31, 2024, in the Amount of \$887,655 for the First Six-month Period, and

a Still to be Determined Amount Utilizing Fiscal Year 2025 Budgeted Funds for the Second Six-month Period of the Term, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Agreement Extension be approved.)

Item 8.F. Consideration and Action on Approving an Agreement with Premier Roofing Design, d/b/a Top Roofing, for the Replacement of the Clubhouse Roof at The Den at Fox Creek Golf Course (Bid #2024-11), in the Amount of \$60,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.G. Consideration and Action on Approving a Contract with Amereco, Inc., (RFP 2024 -18), for Lead-Based Paint Inspector/Risk Assessor Services on an "As Needed" and unit price basis for a One-Year Term with Three One-Year Options Based Upon Acceptable Performance as determined by the Economic & Community Development Grant Manager, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.H. Consideration and Action on Approving a Risk Management/Insurance Brokerage Services Contract with Gallagher for a set three (3) year period in the amount of \$39,000 annually, for a cost of \$117,000, with the option to renew for two (2) additional one-year terms with City Manager approval for a cost of \$40,170 and \$41,375 for a potential total five (5) year cost of \$198,545, as requested by the Human Resources Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.I. Consideration and Action on a Resolution Approving the Acceptance of a Grant from the Illinois Housing Development Authority Strong Communities Program, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.J. Consideration and Action to Approve an Ordinance Authorizing a Construction Agreement with Wilcox Electric & Service, Inc., for the Police Department Uninterruptible Power Supply Replacement Project (Bid #2024-13), in the Amount of \$163,295, as requested by the Department of Operations & Engineering Services, and the Police Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.K. Consideration and Action on an Ordinance Approving the Final Plat of 2200 Enterprise Drive, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.L. Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Sales & Service in the B-1 (General Commercial) District, for the Property Located at 415 Detroit Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.M. Consideration and Action on an Ordinance Approving an Amended Preliminary Plan for Wittenberg Woods at Prairie Vista, for Property Generally Located at the Northwest Corner of Lutz Road and S. Morris Avenue, Consisting of Approximately 12.15 Acres (PIN: 21-17-451-005), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.N. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 17 Regarding Mandatory Certifications for the Fire Department, as requested by the Fire Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.O. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 35 Regarding the Composition of the Bloomington Police Department, as requested by the Police Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.P. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 17 Regarding Composition of the Bloomington Fire Department, as requested by the Fire Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.Q. Consideration and Action on an Application from Gracies Fonda, located at 903 W. Wood St., Requesting the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The Application be approved and the permit for a license be issued with the condition that all sales of alcohol cease daily at 10:30 P.M.)

Items Pulled from the Consent Agenda

Item 8.D. Consideration and Action to (1) Authorize the Rejection of Bid #2024-08 for Prairie Vista Golf Course Carts; and (2) Approve the Agreement with TNT Golf Car and Motorsports, for 60 Golf Carts for Prairie Vista Golf Course, in the Amount of \$263,720 (Re-Bid #2024-17), as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Bid Rejection and Purchase be approved.)

Council Member Ward shared that she pulled the Item so that staff could clarify why the bid had been selected. She questioned purchasing gasoline-powered vehicles over electric-powered vehicles.

Eric Veal, Director of Parks, Recreation, & Cultural Arts, explained the desired specifications were not met on the lower two bids, which included electric vehicles. He introduced Jason Wingate, Superintendent of Golf.

Mr. Wingate explained the longevity of the carts was a large factor in deciding on a bid. He spoke about how electric cart batteries lasted around 5 years with replacement costs around \$60,000 for the fleet.

Council Member Ward, Mr. Wingate, and Mr. Veal discussed additional factors warranting the recommendation.

Council Member Ward requested to table the Item to allow Staff time to research gas-powered versus the electric-powered carts over a ten-year period. Tim Gleason, City Manager, asked if there would be any negative repercussions if the Item were to be held at the next Council meeting.

Mr. Veal explained that there would likely be a price increase if the Item was tabled. Council Member Lee asked the difference in the amount of the two Bids and Mr. Veal answered \$6,000.

Council Member Kearns asked if Staff could give more detail about the amount of time that would be saved by not having to charge the carts in between uses. Mr. Wingate explained that carts charging meant carts were out of commission meaning additional carts would need to be purchased to meet the course's needs.

Council Member Montney had no concerns with the Item and thanked Staff for their time.

Council Member Ward made a motion, seconded by Council Member Hendricks, to table the Item to the November 13, 2023 Council Meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Danenberger, Hendricks, Ward

NAYES: Kearns, Boelen, Montney, Lee, Crumpler

Motion failed.

Council Member Montney made a motion, seconded by Council Member Crumpler, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Hendricks, Lee, Crumpler

NAYES: Ward

Motion carried.

Regular Agenda

The following item was presented:

Item 9. A. Consideration and Action on a Resolution Authorizing an Annexation Agreement with Carl and Sara Muller for the Property at 1420 Six Points Road, PIN: 21-17-126-001, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

Billy Tyus, Deputy City Manager, asked Mrs. Pfeifer to address Council again.

Mrs. Pfeifer reviewed the Item in greater detail. She pointed out that there were no incentives or waivers included and that the Item included only typical provisions.

Council Member Boelen asked how soon the work would begin and expressed concern for the current residents. Mrs. Pfeifer explained that the residence was unoccupied and that the work would begin when the tenants were able.

Council Member Boelen made a motion, seconded by Council Member Hendricks, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Hendricks, Ward, Lee, Crumpler

Motion carried.

The following item was presented:

Item 9. B. Consideration and Action on an Ordinance Annexing the Property at 1420 Six Points Road and Approving a Zoning Map Amendment for Said Property to the R-1B (Single-Family Residential) District, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Mrs. Pfeifer briefly discussed the Item.

Council Member Boelen made a motion, seconded by Council Member Hendricks, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Hendricks, Ward, Lee, Crumpler

Motion carried.

The following item was presented:

Item 9. C. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 6, Deleting Chapter 11, and Amending the Schedule of Fees in Chapter 1 Pertaining to Licenses and Permits Administered by the City Clerk Department, as requested by the City Clerk Department, N/A. (Recommended Motion: The proposed Ordinance be Approved.)

City Manager Gleason introduced the Item briefly and asked City Clerk Yocum to address Council.

Mrs. Yocum thanked the Council and George Boyle, Assistant Corporation Counsel, for their support and assistance in the process. She explained the approach taken to the audit and overhaul of the licensing program managed by the City Clerk Department. She walked through Code updates and the process taken to modernize the Code and ensure the licensing process makes sense and is efficient. Ms. Yocum noted updates on penalties, hearings, and fees and stated that equality of business processes was a priority, as well as the cleanup of gender pronouns and archaic family references.

Council Member Crumpler thanked the Clerk Department Team for their time dedicated to cleaning up the Code.

Council Member Hendricks echoed appreciation noting that downtown business owners had expressed positive feedback regarding the changes.

Council member Ward commended Mrs. Yocum and her team for their attention to detail in creating inclusive language and noted it was important to the character of the community.

Mrs. Yocum reminded Council and the community of the ongoing recodification project and shared that inclusive language would be addressed throughout the Code at the completion of that process.

Council Member Boelen asked if the word "citizen" appeared in the Code and if it did, asked that it be replaced with the word "resident." Mrs. Yocum responded that the word "resident" was used and would be also defined with the update.

Mrs. Yocum noted a discrepancy in the date listed on Exhibit C - the schedule of fees included in the packet, and asked that if approved, an amended motion be made to reflect an effective date of November 5, 2023, instead of January 1, 2024.

Council Member Hendricks made a motion, seconded by Council Member Ward, to approve the Item as amended.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Hendricks, Ward, Lee, Crumpler

Motion carried.

Finance Director's Report

City Manager Gleason introduced Scott Rathbun, Finance Director, to address Council.

Mr. Rathbun discussed challenges that had affected the economy which, as a result, could impact revenues. He presented the Fiscal Year ("FY") Financial Summary as of the end of September 2023 and highlighted various revenues comparing them to last year's figures. He shared that because of the Department of Revenue's misallocation of funds in that category, the State would be applying a 30% reduction in funds. He pointed out the City's budget was already conservative and would not be impacted. He mentioned there would be an audit presentation in November after the conclusion of the audit.

Council Member Ward and Mr. Rathbun discussed parking tickets.

City Manager's Discussion

City Manager Gleason discussed multiple upcoming events Downtown and expressed excitement about upcoming at the Coliseum and the BCPA.

Mayor's Discussion

No comments were made.

Council Member's Discussion

Council Member Ward spoke on behalf of Spiritual Care Week and described what being a Spiritual Chaplain entailed.

Executive Session

No Executive Session was held.

Adjournment

Council Member Ward made a motion, seconded by Council Member Hendricks, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 7:15 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$13,020,174.44, 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 \$13,020,174.44 (Payroll total \$3,078,823.68, Accounts Payable total \$9,667,715.07, Bank Transfers total \$75,210.83, and Procurement Card Purchases total \$198,424.86).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
11/17/2023	\$ 2,515,547.55	\$ 563,276.13	\$ 3,078,823.68
			\$ -
			\$ -

Off Cycle Adjustments

PAYROLL TOTAL	\$ 3,078,823.68
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
11/27/2023	AP General	\$ 8,911,567.10
11/27/2023	AP JMScott	\$ -
11/27/2023	AP Comm Devel	\$ 199,110.26
11/27/2023	AP IHDA	\$ 85.00
11/27/2023	AP Library	\$ 75,245.01
11/27/2023	AP MFT	\$ -
11/09/2023-11/16/2023	Out of Cycle AP	\$ 481,707.70
10/02/2023-11/12/2023	AP Bank Transfers	\$ 75,210.83
	AP TOTAL	\$ 9,742,925.90

PCARDS

Date Range	\$198,424.86
09/02/2023-10/02/2023	
PCARD TOTAL	\$198,424.86

GRAND TOTAL	\$ 13,020,174.44
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments 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 asks Council concurrence in the appointments of:

Tri-County River Valley Development Authority: Patrick Hoban to the Tri-County River Valley Development Authority. Patrick Hoban's appointment is effective immediately, with an expiration date of 01-20-25.

Citizens' Beautification Committee: Eldon Haab to the Citizens' Beautification Committee. Eldon Haab's appointment is effective immediately, with an expiration date of 11-27-26.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1C Tri-County River Valley Development Authority Roster](#)

[ADM 1D Citizens' Beautification Committee Roster](#)

Tri-County River Valley Development Authority Roster

Status	Role	First Name	Last Name	Re/Appointment Date	Year First Appointed
	COB Rep	Patrick	Hoban	11/27/2023	2023

Citizens' Beautification Committee Roster

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Citizens Beautification	Commissioner	Sara	Kemp	4/30/2024	4/12/2021	2018	true
Active	Citizens Beautification	Commissioner	Joni	Painter	4/30/2024	6/14/2021	2021	true
Active	Citizens Beautification	Commissioner	Gina	Lavazza	4/30/2024	4/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Deborah	Johnson	4/30/2024	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Daniel	Freburg	4/30/2025	5/23/2022	2018	true
Active	Citizens Beautification	Commissioner	Margaret	Kraft	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Jennifer	Aurora	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Fredrick	Marling	4/30/2025	2/27/2023	2023	true
Vacant	Citizens Beautification	Commissioner			4/30/2025			
Vacant	Citizens Beautification	Commissioner			4/30/2026			
Active	Citizens Beautification	Commissioner	Michaela	Kent	10/23/2026	10/23/2023	2023	true



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Purchase of a Riley Sports Elite Series R6A 6" Aluminum Prefabricated Dasher Board System and Alternate # 1 - Backer Panel, .375" thick HDPE backer panel from All-American Arena Products in the amount of \$214,200 utilizing Sourcewell Cooperative Purchasing Agreement #120320-ALL exp. 1/8/2025, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed 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 Bloomington Ice Center is the premier Ice Rink in downstate Illinois. Along with Grossinger Motors Arena, it is the home of the Illinois State University Men's and Women's Hockey Clubs, Bloomington Youth Hockey, Central Illinois Girls Hockey, Central Illinois Special Hockey, Central Illinois Figure Skating, McLean County Youth Hockey, and all Bloomington Parks and Recreation Learn to Skate, Learn to Play Hockey and SOAR programming. In addition, the facility partners with the Arena in hosting the IHSA Cheerleading and Dance State Championships. The facility is currently in its 17th year of operation and on average is open 360 days a year. The majority of those days it is being operated between 15 and 18 hours per day.

Our current dasher boards are original to the building and have been constantly in use throughout the facilities' years of operation. Fifteen years is the average expectation for dasher boards. In order to maintain the high standards our community and customers expect, we need to provide the proper and safe equipment for their expectations. The current dasher boards have gone beyond their expected average life and should be replaced.

Staff requests the purchase and installation of a new Riley Sports Elite Series R6A 6" Aluminum Prefabricated Dasher Board System and Alternate #1 - Backer Panel, .375" thick HDPE backer panel from All American Arena Products utilizing Sourcewell Cooperative Purchasing Agreement #120320-ALL exp. 1/8/2025.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: All American Arena Products

FINANCIAL IMPACT: If approved, the City will purchase a new Riley Sports Elite Series R6A 6" Aluminum Prefabricated Dasher Board System and .375" thick HDPE backer panel from All

American Arena Products utilizing Sourcewell Cooperative Purchasing Agreement Contract #120320-ALL exp. 1/8/25 in the amount of \$214,200. The dasher board replacement and installation is included in the FY 2024 Budget under Bloomington Ice Center-Capital Outlay Machinery & Equipment Other than Office account (10014160-72140), in the amount of \$200,000.00. The Digital Video Scoreboards for the Ice Center budgeted at \$100,000 came in \$18,781 under budget. These savings will be used to cover the \$14,200 difference compared to the budgeted amount of \$200,000 for the Dasher Board System. Stakeholders can locate this in the FY 2024 Budget Books titled "Budget Overview & General Fund" on page 219 and Other Funds & Capital Improvement on page 94.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal CF-1 (Continue to provide quality public facilities and services), Objective CF-1.4 (Focus resources on maintaining and developing facilities that support the goal of contiguous and compact growth that leverage existing community facilities such as fire stations, parks, and schools)

Respectfully submitted for consideration.

Prepared by: Katie Taylor, Business Manager

ATTACHMENTS:

[PRCA 1B Executed Contract # 120320](#)

[PRCA 1C Proposal](#)

**Solicitation Number: 120320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and All-American Ice, LLC, dba All-American Arena Products, 1414 S. 4th Avenue, Albert Lea, MN 56007 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ice Rink and Arena Equipment with Related Supplies and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities will inspect the Equipment and Products at the time of delivery per Vendor's Return Policy and note any damage incurred in transit on the bill of lading..

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** With the exception of custom-made equipment or products, Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

All-American Ice, LLC, dba All-American
Arena Products

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

DocuSigned by:
Sean Passingham
8140E587DD9B466...
By: _____
Sean Passingham
Title: President

1/6/2021 | 1:40 PM CST
Date: _____

1/6/2021 | 12:18 PM PST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO

1/6/2021 | 2:20 PM CST
Date: _____

RFP 120320 - Ice Rink and Arena Equipment with Related Supplies and Services

Vendor Details

Company Name: All-American Ice, LLC
Does your company conduct business under any other name? If yes, please state: All-American Arena Products
Address: 1414 South 4th Avenue
Albert Lea, MN 56007
Contact: Sean Passingham
Email: sean@allamericanarena.com
Phone: 844-231-2227
HST#: 47-1860571

Submission Details

Created On: Wednesday October 21, 2020 11:20:07
Submitted On: Thursday December 03, 2020 09:37:15
Submitted By: Stephanie Passingham
Email: stephanie@allamericanarena.com
Transaction #: c5433965-8c2b-4982-93b6-28988f3ac692
Submitter's IP Address: 96.2.20.87

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	All-American Ice, LLC DBA All-American Arena Products
2	Proposer Address:	1414 S. 4th Avenue Albert Lea, MN 56007
3	Proposer website address:	www.allamericanarena.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Sean Passingham, President 1414 S. 4th Avenue Albert Lea, MN 56007 sean@allamericanarena.com 507-318-0730
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sean Passingham, President 1414 S. 4th Avenue Albert Lea, MN 56007 sean@allamericanarena.com 507-318-0730
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Passingham, Vice President 1414 S. 4th Avenue Albert Lea, MN 56007 stephanie@allamericanarena.com 844-231-2227

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>All-American Arena Products has been providing rink-related solutions to customers of all shapes and sizes since 2013. From small back yard private rinks to \$44 million multi-sheet arenas, All-American takes pride in finding solutions for those who share our passion for the ice rink industry.</p> <p>All-American Arena Products has developed a wide network of industry partners, which allows us to meet the needs of our customers. Quality vendors, skilled installers, and knowledgeable sales reps, led by Sean Passingham, an 18-year veteran of the industry, as well as a fan and former hockey player, work to support the vision of the customer.</p> <p>Not only do we leverage our knowledge and connections in the industry to find the solution that best meets our customer's requirements for product and services, we also engage with the industry by volunteering our time and financial resources on the ground where it counts, through team sponsorships, participation in charity events, and service on the U. S. Ice Rink Association board of directors. We know and care about our customers beyond the sales transaction.</p> <p>All-American Arena Products provides solutions to industry needs great and small – promptly and at a fair price. We provide a full range of products and services including, but not limited to: dashboards, flooring, locker room equipment, rink dividers, netting, goal frames, and other accessories,</p> <p>Mission Statement: All-American Arena Products will create and maintain lasting relationships with our customers by providing exceptional customer service, high quality products, and fair pricing.</p> <p>Values Statement: All-American Arena Products and its employees value:</p> <ol style="list-style-type: none"> 1. Family, 2. Reputation (achieved by great customer service and high-quality products), and 3. Relationships. <p>Vision Statement: All-American Arena Products is positioned as the premiere company recognized as a solution-oriented industry partner which excels at customer satisfaction.</p>
8	What are your company's expectations in the event of an award?	<p>All-American Area Products' expectation would be to immediately coordinate a training plan with Sourcewell for all staff to be fully versed in the details of the Sourcewell contract and the associated reporting requirements. All-American has extensive experience in joint purchasing contracts, so we anticipate this training will be accomplished quickly and smoothly, allowing us to turn our attention to marketing the contract and its benefits to existing and new customers (See Marketing Plan, Table 7).</p> <p>In light of the prior strength of this awarded contract, All-American would expect increased sales and would appropriately staff our company to promote and service the contract. A strategic planning session(s) with sales force, vendors, industry partners and contractors would be held prior to the contract start date to review protocols for seamlessly meetings Sourcewell members' expectations in a timely manner.</p> <p>All-American Arena Products expects to immediately, effectively serve Sourcewell's membership. In a review of All-American's top 50 current customers, 98% were Sourcewell's existing members in the government category. We have built relationships with your members already, and we anticipate hitting the ground running and seamlessly incorporating Sourcewell opportunities. In the non-profit category, we found that only 15% of our non-profit customers were Sourcewell members, giving us the opportunity to introduce Sourcewell to a new pool of membership prospects. 81% of All-American school customers are currently Sourcewell members.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>All-American Arena Products has a track record of growth and customer satisfaction. Founded in 2013 (with incorporation as All-American Ice, LLC, DBA All-American Arena Products in 2014), we have increased sales from \$508k to \$2.3m (2020 YTD). As exemplified by our supporting documents, customers are satisfied, suppliers are enthusiastic partners in our success, and our company is sound.</p> <p>Attached documents:</p> <ul style="list-style-type: none"> • Income statements (2018, 2019 and 2020 YTD) • Farmers State Bank – letter of reference • Riley Manufacturing – letter of reference • Regupol – letter of reference • Kiefer USA – letter of reference • Kaiser Manufacturing – letter of reference • Goldleaf Surety Services – letter regarding bonding capacity • Certificate of Insurance

10	What is your US market share for the solutions that you are proposing?	<p>All-American Arena Products provides ice arena products and services to all 50 states. We serve a customer base that ranges from small temporary outdoor rinks to multi-sheet indoor complexes. Our customers are individuals, non-profit associations, municipalities, colleges and universities, as well as NHL practice facilities. We also provide products and services to consulting firms who have numerous additional rinks as their clients.</p> <p>Our goal is to be recognized as the best, not the biggest. Our focus is “customer share,” not market share. We develop relationships and focus on getting it right the first time. We believe that serving our customers well will lead us closer to 100% of their business. As a result of our customer service focus, market share has followed. Since our inception in 2013 (with incorporation as All-American Ice, LLC in 2014), All-American Arena Products has grown to become the 3rd largest supplier of rink products in the United States.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	All-American Arena Products has developed a strategic partnership with Riley Manufacturing in Woodstock, Ontario, which allows us to serve every Canadian province with expert on-the-ground personnel.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a) AND b)</p> <p>All-American Arena Products is a unique entity in the industry in that we have developed core competencies and strategic partnerships to solve the questions being asked by today's rinks. We can manufacture solutions, we have vendor partners with solutions, we can install solutions, and we can provide customer service for solutions. We are a distributor, dealer, reseller, manufacturer, and service provider. All-American has set up its operations to be a one-stop shop for rink needs.</p> <p>Our manufacturing/sales/service/dealer network is a combination of independent and company-owned entities. Ultimately, All-American Arena Products stands behind every item and service it provides to our customers.</p> <p>[See attached authorizations to act as distributor/dealer/reseller.]</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Licensing and certification for work in the ice arena industry varies considerably by location and project scope. When All-American Arena Products is on-site for a construction-related project, we have complied with regulations by securing state contractor license/registration, city contractor license/registration, proper insurance requirements, state foreign entity business registration, permits, bonds, and any other documentation as required by our role on the job site.</p> <p>Regarding the purchase and sale of tangible goods to various customers, All-American Arena Products has filed the necessary ST-3 forms, and/or registered for sales tax collection where required. We have also registered with various government entities to comply with customer's individual processes.</p> <p>Sean Passingham received his CIT (Certified Ice Technician) professional designation in 2012, which is recognized by the National Hockey League (NHL), and is the most highly regarded professional designation for ice rink operations professionals.</p>	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • Board member (vendor rep), US Ice Rink Association (formerly STAR, Serving The American Rink) 2008-2011, 2019-present (Sean P.) • 2015 Woodstock Chamber of Commerce recipient, Excellence in Manufacturing award (Riley Mfg.) • Classroom instructor for US Ice Rink Association (Brandon) <ul style="list-style-type: none"> - IMPT: Ice making and painting technologies - IMEO: Ice making equipment operations - SIRO: Safe ice resurfacer operation • CIT designation* (Sean P., Lon, and Brandon) • Approved supplier to Canadian Lacrosse Association (CLA) • US Patents <ul style="list-style-type: none"> - FlushMount (dasherboard shielding system) #8,858,348 B2 (Sean Riley) - FlexPost (dasherboard post system) #9,283,469 B2 (Sean Riley) <p>*Certified Ice Technician (CIT), professional designation, recognized by the National Hockey League (NHL), is the most highly regarded professional designation for ice rink operations professionals To achieve the CIT, an individual must complete three operations courses and pass the exams:</p> <ul style="list-style-type: none"> • Basic Refrigeration (BR) • Ice Making and Painting Technologies (IMPT) • Ice Maintenance and Equipment Operation (IMEO)
17	What percentage of your sales are to the governmental sector in the past three years	38%
18	What percentage of your sales are to the education sector in the past three years	9%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Cooperative Purchasing Alliance: 2018 - \$76k; 2019 - \$296k; 2020 - \$420k Municipal contract (town in the state of New York): 2020 - \$20k
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
National Sports Center / NSC Super Rink	Pete Carlson, Senior Director of Operations and Programming	763-717-3881
Andover Community Center	Erick Sutherland, Recreational Facilities Manager	763-767-5166
Grand Forks Park District	Nick Arola, Facilities Manager	701-787-2808
Penn State University Pegula Ice Arena	Chris Whittemore, Facility Manager	814-865-7570

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
"Large, multi-rink entity"	Government	Minnesota - MN	Full range of equipment and services from window cling rink diagrams to replacement of 40,000 sf of rubber flooring.	Ranging from hundreds of dollars to hundreds of thousands of dollars.	\$650k
"Large community recreation facility"	Government	Minnesota - MN	Full range of equipment and services from net pad packages to new construction including boards, flooring, and locker room equipment.	Ranging from hundreds of dollars to hundreds of thousands of dollars.	\$290k
"Division I University arena"	Education	Michigan - MI	New dasherboard system.	Hundreds of thousands of dollars.	\$212k
"Small city arena"	Government	Minnesota - MN	New flooring supply and installation.	Tens of thousands of dollars	\$175k
"Large Park District – multiple facilities"	Government	North Dakota - ND	Full range of equipment and services from dasherboard cleaner to supply and installation of shooting practice area.	Hundreds of dollars to thousands of dollars.	\$150k

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	All-American Arena Products has an extensive network of sales professionals, including All-American employees and contract reps serving the entire United States and Canada, including representation in Minnesota, Ontario, Maine, New Hampshire, and Texas, Manitoba, Alberta, British Columbia, Quebec, and Saskatchewan. Our knowledgeable sales team also has specific expertise in engineering, design, installation, and service making them exceptionally qualified to find the right solution for our customers.
24	Dealer network or other distribution methods.	Through strategic partnerships, All-American can quickly supply goods and services nationwide and throughout Canada. Our Canadian market is led by Riley Sports with headquarters in Ontario and a representation in Manitoba, Alberta, British Columbia, Quebec, and Saskatchewan. The U.S. market is served directly from All-American's headquarters in Minnesota and by partnerships with Ice Ops in the northeast, Complete Ice Arena Services in the south and western U.S., and Arena Warehouse nationwide. In addition, our suppliers have numerous manufacturing facilities across the country allowing us to minimize shipping costs for customers.

25	Service force.	<p>All-American Arena Products employs and contracts with skilled professionals to meet the requirements of the task at hand. We provide the right team for the job. We can staff a team of 12 or a team of 1 to meet the customer's needs. All service is coordinated through All-American Arena Products' headquarters in Minnesota. Team members have extensive experience in a full range of ice arena needs.</p> <ul style="list-style-type: none"> • Riley Sports – International <ul style="list-style-type: none"> o Project manager o 48 years of design and manufacturing experience o Multiple patents awarded Dasherboards <ul style="list-style-type: none"> • FlushMount - US patent # 8,858,348 B2 • FlexPost - US patent # 9,283,469 B2 • Don Rodgers, Rodgers Inc, Columbus, OH (great lakes region) <ul style="list-style-type: none"> o 28 years contracting experience (construction manager/general contractor) o Licensed in multiple states o 5 full-time employees o Multiple seasonal employees • Lon Sorenson – International <ul style="list-style-type: none"> o B.S. – Recreation & Parks Management o Certified Ice Technician (CIT) o Universal refrigerant license o 20 years of rink operation experience o Dasherboard installation and troubleshooting o Rubber flooring installation o Ice painting o Ice maintenance o Resurfacer maintenance • Jerry Reyerson – International <ul style="list-style-type: none"> o 33 years of flooring installation experience o Certified flooring installer • Charlie Dahlheimer – National <ul style="list-style-type: none"> o Largest installer of ice arena rubber flooring in the United States (1,000,000+ sf) o 15 years of ice arena experience o 30 years of flooring installation experience • Sean Passingham – International <ul style="list-style-type: none"> o Project manager o Certified Ice Technician (CIT) o 18 years of ice rink experience o Experienced dasherboard installer and troubleshooter o Experienced flooring installer • Benn Breton - Northeast <ul style="list-style-type: none"> o Rink refrigeration expert o Experienced dasherboard installer o Experienced ice painter o Consultant • Brandon Klement, Southwest <ul style="list-style-type: none"> o Certified Ice Technician (CIT) o 18 years of rink operation experience o Experienced dasherboard installer o Ice resurfacer mechanic o Experienced ice painter o Olympia resurfacer dealer • Craig Pike – International <ul style="list-style-type: none"> o Dasherboard installation and troubleshooting o 10 years of experience • Hiring local <ul style="list-style-type: none"> o We believe in hiring local labor when possible for our installation projects. This reduces costs to customers, provides jobs to the local economy, and trains new personnel in our customer's territory who can represent us quickly should additional service needs arise.
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26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Exceptional customer service is the bedrock of All-American Arena Products. We are not a volume-based company, we are a quality-based company. Whether a contact is a first-time inquiry or a seasoned customer, we take the time to understand the need, then bring resources to bear that provide the appropriate solution. Inquiries are addressed same day.</p> <p>Exceptional customer service relies on clear, thorough communication. In addition to email and our toll-free phone number, customers also have access to our cell phone numbers allowing them to contact us any time – and they do! We also prioritize providing specifics such as shipping delivery times, tracking numbers and other details that help make their jobs easier when managing their rink.</p> <p>Exceptional customer service requires accurate record-keeping. We utilize QB software to track customer orders from estimate to final invoice, as well as manage a paper trail back-up. This allows us to respond to requests such as “send me what I ordered last time” quickly and efficiently.</p> <p>Exceptional customer service requires going the extra mile. Helping a backyard rink customer find conduit for his netting from the local Home Depot store because that’s the most cost-effective solution for him, or changing the ‘ship to’ address of a package mid-delivery twice with UPS (world’s most difficult online/phone system to navigate!) because the customer’s warehouse closed due to COVID restrictions, or researching and sourcing new material to solve a unique issue with pre-drilled facing holes are just a few examples of how All-American is committed to its customers.</p> <p>Other protocols are outlined in our customer service standards attached.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All-American Arena Products is fully capable and willing to serve all governmental, educational, and non-profit entities in the United States. No exclusions. We are a growing company, which has based its model on exceptional customer service, and our increase in sales reflect the success of that approach.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All-American Arena Products is fully capable and willing to serve all governmental, educational, and non-profit entities in Canada. No exclusions. All-American is particularly suited to helping Sourcewell expand its territory in Canada due to our strategic partnership with Riley Sports, which is based in Ontario, and has representation in Manitoba, Alberta, British Columbia, Quebec, and Saskatchewan.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no exclusions to our sales or service territory in the United States or Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to fully serve all participating entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Contracts with entities in Hawaii, Alaska, and U.S. Territories will likely experience additional costs due to travel of personnel and shipping of material, however those items will be calculated and included in estimates/quotes provided.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>A high percentage of All-American Arena Products' customers are Sourcewell clients. We will build on that synergy by ensuring that existing customers are aware of the new partnership with Sourcewell utilizing the techniques below. Sourcewell clients who may not currently be customers of All-American's will not only receive the items below, we will also personally call each entity with an ice arena and introduce ourselves and our new role as the Sourcewell contract provider. This personal outreach will be completed within the first 90 days of the signed contract.</p> <p>An initial direct mail, email, and social media marketing campaign will announce the awarded contract to all ice arenas in the United States and Canada. In addition, All-American Arena Products will promote the Sourcewell contract as follows:</p> <p>Trade shows: We attend and display at region, national and international industry trade shows each year. These shows are very well attended and will give us an opportunity to promote our Sourcewell contract readiness, display Sourcewell brochures, and explain membership benefits.</p> <ul style="list-style-type: none"> • Wisconsin Arena Manager Association (WIAMA) • Northeast Ice Skating Managers Association (NEISMA) • North American Rink Conference and Expo (NARCE) • Minnesota Ice Arena Manager Association (MIAMA) • Ice Sports Industry (ISI) • Ontario Recreation Facilities Association (ORFA) • Sourcewell-endorsed national trade show(s) <p>Email marketing: We have the ability to reach more than 1,500 decision makers in an instant and have found great success utilizing the platform. Sourcewell would be featured prominently in all future email marketing campaigns.</p> <p>Direct mail: We will utilize the following direct mail strategies:</p> <ul style="list-style-type: none"> • We have a direct mail piece, ready to go (attached), announcing the Sourcewell contract, which will reach more than 1,800 of All-American's proprietary targets. In addition, this piece will be mailed to the Sourcewell-provided membership list. • A follow-up marketing piece will be sent to corresponding procurement offices explaining the benefits of contract purchasing. • In addition, Sourcewell contract promotions will be included in our standard twice-yearly piece. <ul style="list-style-type: none"> o February – targeting rinks' "shut-down" period o August – targeting rinks' "start-up" period <p>Website: The addition of an e-commerce feature to our website will allow Sourcewell members to conveniently make purchases that will provide them with the exclusive Sourcewell discounted pricing.</p> <p>Catalog: The Sourcewell contract award will be prominently featured in our catalog.</p> <p>Sourcewell Events: All-American Arena Products will send representation to Sourcewell events as allowed.</p> <p>Marketing the Sourcewell contract will be a continuous process for All-American Arena Products.</p> <p>Marketing pieces attached Marketing plan attached</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>All-American Arena Products finds the best return on the use of Facebook and Instagram social media platforms. Content ideas generated by staff are forwarded to a professional firm which manages our social media posts to ensure we are engaging with our followers on a consistent basis. We utilize Vimeo as our portal for video content, which provides educational information such as how to tie nets, product demonstrations, and project profiles.</p> <p>We track meta data on our various platforms to learn more about our current and potential customers, popular products, and response to marketing efforts.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We see Sourcewell's role as a facilitator of the contract, bringing together members and vendors.</p> <p>We expect that the Sourcewell will:</p> <ul style="list-style-type: none"> • promote All-American Arena Products in any written and electronic documents, brochures or advertising presented to members relating to the ICE RINK AND ARENA EQUIPMENT WITH RELATED SUPPLIES AND SERVICES category; • provide referrals to All-American Arena Products for inquiries posed by Sourcewell members relating to the ICE RINK AND ARENA EQUIPMENT WITH RELATED SUPPLIES AND SERVICES category; • provide complete and up-to-date contact information to All-American for current Sourcewell members; • invite All-American to participate in appropriate Sourcewell-sponsored events for members; and • identify a Sourcewell staff representative who is available for collaboration discussions. <p>To integrate the Sourcewell contract into All-American Arena Products' sales process we will:</p> <ul style="list-style-type: none"> • update database of all existing overlapping All-American and Sourcewell customers as now eligible for Sourcewell pricing; • include the introduction of Sourcewell membership as a benefit for eligible new customers; • participate in Sourcewell-sponsored events; and • integrate Sourcewell branding into All-American marketing collateral.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>All-American Arena Products customers currently can receive and pay invoices online. Many customers also opt for EFT payment. We also comply with various entity e-purchasing/invoicing protocols designated by our customers, as is often the case with our university-based rinks.</p> <p>At the time of this RFP our e-commerce website is nearing the end of its design phase, which will allow e-procurement from start to finish. Sourcewell members will be assigned a user role on the back end of the site which will then populate pricing that corresponds with the contract. Nothing special beyond a username and password will be required.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All-American offers:</p> <ul style="list-style-type: none"> • owner's manuals, maintenance guides and instructions with every installation (standard) • high quality, in depth and professional "how-to" videos are available on our website. (standard) • ice maintenance services on a weekly, bi-weekly, or as needed basis (a unique service offered by All-American; optional) <p>We have experience teaching classes related to:</p> <ul style="list-style-type: none"> • Ice making • Ice painting • Goal frame net tying • Safe ice resurfacer operation • Ice maintenance • Dasherboard maintenance and installation • Rubber flooring maintenance <p>Any of the above services that are not listed as standard can be quoted on a per event basis. Training is provided by All-American Arena Products employees and our industry partners.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Included in our proposal are the following items that have been patented, studied, and tested by an independent engineering firm.</p> <p>FlushMount: (US patent # 8,858,348 B2)</p> <ul style="list-style-type: none"> • A shielding system that provides greater player safety by virtually eliminating the dangerous ledge at the top of the dasherboards. <p>FlexPost: (US patent # 9,283,469 B2)</p> <ul style="list-style-type: none"> • An innovative shielding post system that provides greater player safety by allowing the glass to flex away from the impact zone. The FlexPost design is considered beneficial for impact force reduction to the players. Testing indicates that this system flexes 100% more than traditional shielding systems (data attached). • Player safety shouldn't be something that is financially out of reach for the community rink and exclusive to the NHL and the high-profile venues only. We're bringing player safety to every rink! <p>[McGill University study attached] [ITS test results attached]</p>

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>LEED or GreenGuard certified rubber flooring [certificates attached]</p> <ul style="list-style-type: none"> • Mondo • Regupol • Nora • Humane Mfg <p>LEED Certified recycled plastic lumber [certificate attached]</p> <ul style="list-style-type: none"> • Tangent Technologies <p>We have the ability to offer credit for trade-ins on used equipment, and help source used materials and equipment to meet Sourcewell client budgets. This also reduces waste and provides longevity for manufactured materials.</p> <p>As an organization we actively recycle our wooden pallets, paper, steel, aluminum, and plastic (HDPE). We utilized high efficiency lighting in our office and maintain facility temperatures which conserve energy.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Regupol flooring products – GreenCircle CERTIFIED (sustainable manufacturing)</p> <p>Mondo flooring products:</p> <ul style="list-style-type: none"> • Are compliant with California Indoor Air Quality (IAQ) requirement section 01350 • Are produced domestically, which eliminates the environmental impact of overseas transportation • Are easy to recycle or dispose of because they are free of halogen, CFCs, plasticizers, chlorine, heavy metals, and asbestos • Are inherently antibacterial, so they do not require the addition of toxic synthetic components that are harmful to the environment • Are low maintenance and do not require the use of permanent waxes, stripping chemicals and harsh cleaners • Feature an extended life cycle that conserves resources, reduces waste and minimizes environmental impact • In addition, Mondo supplies adhesives that meet South Coast Air Quality Management District Rule 1168 requirements for V.O.C. limits. 	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Minnesota requires businesses to be located in an economically disadvantaged county to be eligible for small business certifications (MNUCP, OSP, CERT) [https://sbcp.mn.gov/]. All-American is a healthy business located in an economically stable county. According to the SBA Table of Size Standards [https://www.sba.gov/document/support-table-size-standards], All-American qualifies as a small business under each of our NAICS codes.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Our business model from day one has been about building relationships and providing each customer with the best possible experience with each order. We’re not in it to be the biggest, we’re in it to be the BEST. We are hockey players, coaches, and fans who have a real passion for the industry we serve.</p> <p>All-American Arena Products possesses many unique positive attributes:</p> <ul style="list-style-type: none"> • a large network of partners who can bring just the right solution to the table without the baggage of imbedded overhead; • experience with successful cooperative purchasing contracts (All-American was the inaugural awardee in the NCPA Ice Arena Supplies and Equipment category and increased business 500% in three years); • knowledgeable team with a wealth of experience in design, manufacturing, installation, product specs, and service allowing customers one-stop-shop convenience; and • exceptional customer service – for every customer. Big or small, private or public, All-American is passionate about the ice arena industry, and we work hard to support the missions of the rinks we serve. <p>With more than 200 years of combined experience, All-American Arena Products is in it for the win – whatever that looks like for each customer; and Sourcewell members will benefit from us joining their team.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes. Customers with warranty issues should notify All-American as soon as defect is discovered. All-American will verify defect and work to correct the issue in a timely fashion.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Some exceptions such as neglect, abuse, vandalism are not covered by warranty. (See attached warranty information.)
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No geographic limitations.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All-American Arena Products will facilitate warranty claims with the original equipment manufacturer. We will warrant all products that we manufacture for a period not to exceed 2 years from the date of delivery. These products include: <ul style="list-style-type: none"> • Dasherboards • Locker room benching • Locker room equipment/coat hooks • Lobby benching • Fixed stadia seating We will warrant our installation work for a period not to exceed 1 year from substantial completion. Dasherboard warranty attached Flooring warranties attached.
47	What are your proposed exchange and return programs and policies?	If a customer is not 100% satisfied with a rink accessory purchase, it can be returned for a full refund or exchanged for an alternate product. <ul style="list-style-type: none"> • Customer pays the difference if new purchase is of a greater price. • All-American Arena Product will refund the difference if new purchase is of a lesser price. • Customer pays return shipping. • All-American Arena Products will pay for replacement shipping (standard). Expedited shipping is available at an additional cost to the member. • Custom and special-order items are excluded from this return policy. • A re-stocking fee of 15% may apply. • Customers can return or exchange purchases for up to 60 days from the purchase date. • Returned or exchanged products must be in the condition received and in the original box and/or packaging. Any damage MUST be documented with the delivering carrier at the time of delivery. All-American Arena Products is NOT responsible for items damaged in transit. All-American works closely with reputable carriers and will assist customers in seeking recompense from said carrier for any damage incurred, provided that the damage was noted on the bill of lading at the time of delivery.
48	Describe any service contract options for the items included in your proposal.	All-American provides the following maintenance and/or service contracts: <ul style="list-style-type: none"> • Ice maintenance • Resurfacers maintenance • Ice edger maintenance • Dasherboard maintenance

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days for approved credit applicants. Other payment options include credit card and payment in advance.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	All-American Arena Products does not directly offer leasing or financing options; however we have referred customers to Geneva Capital for those services. Sourcwell has members who offer this service, and we would be happy to recommend them to customers as needed.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	All-American Arena Products manages the order process from start to finish. Customers are provided estimates/quotes, which, when approved, are converted to sales orders with accompanying POs if required. Once an order is shipped, customers are provided tracking information and an invoice. All invoices are paid to All-American allowing us to track sales for Sourcwell members without needing to rely on other partners' billing systems. In our experience with NCPA reporting, determining administrative fees is a straightforward calculation based on a QB report filtered for the category of sale selected and the dates of the reporting period. Reports are pulled on a cash basis to trigger payment of the administrative fee at the correct time. Our customer database is maintained to include name, address, contact, email, telephone number, etc. as required in Section 8 of the Contract.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes; no additional charge.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All-American Arena Products' pricing is based on line-item discounts. [pricing list document included]
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcwell member pricing represents a discount off of our retail price list, plus an additional percentage - in most cases the Sourcwell discount is an additional 5% off a volume-discounted price (Range: 3 - 10%).
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity/volume discounts are listed on the attached price list. Because items vary greatly in the scope of this category, a volume discount for fasteners will be substantially different than a volume discount for a rink's worth of poly. In our opinion, rebate programs bank on the likelihood of customers failing to complete required paperwork. We are upfront about our pricing and do not offer our customers gimmicks to earn their business. If rebates are offered by suppliers, we will pass that costs savings on to our customer and take care of managing the paperwork required. Our differentiators are quality products, fair pricing, and exceptional customer service, not paperwork-laden rebates.

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or products outside of our typical contracted offerings (not listed on our price list), will be quoted individually at cost plus 20%. If a sourced product is available through another Sourcewell vendor, we would work to get the vendor and member together to further facilitate their purchase.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	NONE – All of our pricing (aside from freight/shipping) is disclosed on our price list. Items such as installation, set-up, and training are included unless specifically indicated otherwise on the sales order/quote.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Unless otherwise noted on the price list, freight/shipping is an additional charge. All-American utilizes a competitive screening process for each shipment and works to minimize shipping costs to the customer, while contracting with reputable freight companies. Using this method also allows us to choose a carrier who can provide a specific delivery window if requested by the Sourcewell member. Truckload delivery locations need to be accessible for a 53-foot trailer. Customers are entitled to a shipping quote prior to placing an order if requested. For customers who have contracts themselves with freight providers, we are happy to coordinate with them to facilitate transport of goods. For package delivery of smaller items, we ship via UPS, unless requested otherwise by the customer.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have found great success using the above methods when shipping to Alaska, Canada, and Finland. We would anticipate similar results to Hawaii and other offshore locations.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In stock items that are size-appropriate to ship UPS will ship the same day (up to 4:00 pm Central time M-F). Orders received after 4:00 pm will ship the next day. The standard UPS on-time guarantee applies to the cost of shipping. Items drop-shipped will have their own ship schedule and that schedule will be coordinated and communicated at the time the order is placed. Special requirements for shipping (air, lift gate, ocean, inside delivery, brokerage fees, and duty, etc.) require a freight quote at the time of purchase.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing list attached. Discounts range from 3 - 10% off of list price.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Upon award of Sourcewell contract, all contract pricing will be installed into our QuickBooks pricing level feature. As part of our sales procedure, all customers will be asked if they are a Sourcewell member.</p> <p>With our accounting software (QuickBooks), customers are assigned a "class." Sourcewell members will be assigned a unique class designation. The Sourcewell class designation will prompt Contract pricing in the system.</p> <p>Class designation also allows us to run aggregate reports for Sourcewell-Contract sales by a specified date range resulting in accurate administrative fee payments to Sourcewell. Administrative fees will be paid quarterly on Sourcewell members' orders with no outstanding balance due.</p> <p>In addition, the user role assigned to each Sourcewell member for on-line ordering through our website will automatically apply the Sourcewell customer discount.</p> <p>With this information we have the ability to apply Sourcewell discounts by class, track sales, and provide detailed reports by class as needed per the contract terms.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% of sales (paid invoices) from Sourcewell members.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>All-American Arena Products serves the ice arena industry, we are very proud to be a "one-stop shop" for ice arena supplies, equipment, and service.</p> <p>Operational products such as (including, but not limited to):</p> <ul style="list-style-type: none"> • On-ice: dasherboards, Olympia ice resurfacers, spectator shielding, spectator safety netting, hockey goals, goal netting, goal pads, goal pegs, goal lights, dasherboard hardware, ice resurfacer parts, ice paint, line markings, ice logos, dasherboard components (HDPE), dasherboard advertising, USA Hockey rink dividers, rental skates, ice maintenance equipment, Thomsen ice edgers, pucks, shovels, ice choppers, skate trainers; • Off-ice: cleaning supplies, rubber skate flooring, and fixed stadia seating (recycled plastic lumber); • Lobbies and locker rooms: benching solutions for locker rooms and lobbies, locker room equipment/coat hooks, shelving systems, rental skate storage systems, and shooting room components (netting, boards, synthetic flooring, rubber flooring); • Scoring and time-keeping equipment: specifically excluded from this RFP because of overlap with contract under RFP#050819. <p>Services and installations such as (including but not limited to):</p> <ul style="list-style-type: none"> • Design-build services; site assessment and preparation, maintenance, repair, and warranty of products provided. • On-ice: dasherboard removal, dasherboard installation, spectator safety netting installation, goal netting installation, dasherboard maintenance, ice resurfacer maintenance, ice edger maintenance, and ice painting/ice marking; • Off-ice: rubber skate flooring removal, rubber skate flooring installation, fixed stadia seating (recycled plastic lumber) installation, and shooting room installation; • Lobbies and locker rooms: benching installation for locker rooms and lobbies, and rental skate storage system installation. • Scoring and time-keeping equipment: specifically excluded from this RFP because of overlap with contract under RFP#050819 <p>Note: Installation structure does not support prevailing wage in excess of \$40/ hour – additional labor charges may apply. Installation structure does not support Union requirements. Dasherboard pricing is based on the purchase of an entire system. Individual components (panels, gates, etc.) are not available for individual purchase at the Sourcwell pricing structure. Individual item quotes will be provided upon request.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable. All-American Arena Products can supply products and services for the full depth and breadth of this Contract's scope.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Ice resurfacers and edgers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Olympia brand resurfacers and edgers; Thomsen edgers. Offering gas and electric models.	*
67	Dasher boards and rink dividers	<input checked="" type="radio"/> Yes <input type="radio"/> No	State-of-the-art safety-focused design (details in Line Item 37), precision manufactured dasherboards installed by highly experienced technicians. ADM-recommended (American Developmental Model – USA Hockey) full-height aluminum rink dividers, along with more economical foam rink dividers available.	*
68	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete line of ice rink accessories. All-American Arena Products meets ice arena needs: A - Z, soup-to-nuts.	*
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our extensive industry network of architects, engineers, builders, general contractors, refrigeration contractors and other building trades professionals.	*
70	Ice rink and arena related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Maintenance contracts, demolition and installation (flooring, dasherboards, netting, etc.), training (safety, operation, maintenance), ice painting, and design assistance. All-American Arena Products offers a wealth of experts who can provide design, mechanical, and educational needs for arenas.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>All-American Arena Products will measure the following to assess effectiveness with the Contract:</p> <ul style="list-style-type: none"> • Monthly sales reports and P & L reports • Response rate to marketing efforts specifically targeting Sourcewell members as compared to our total customer base • Number of new customers gained due to Contract • Number of new customers who become Sourcewell members • Percent increase of government/education/non-profit sectors above levels noted in Line Items 17 & 18 • Number of Sourcewell members who become followers of our social media accounts
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	<p>Rubber flooring lines (Mondo, Regupol) sold by All-American are GreenGuard certified for indoor air quality emissions. [Detailed in Line Items 38 and 39]</p> <p>Electric ice edgers (Thomsen & Olympia) and electric resurfacers (Olympia) provide alternatives to fossil fuel powered resurfacers.</p> <p>Proper maintenance of resurfacing equipment greatly reduces emissions from fossil fuel powered resurfacers. All-American Arena Products offers maintenance programs for customers. [Line Item 48]</p>
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	Flooring options meet VOC emission standards. [Line Item 39]
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	<p>All-American Arena Products supplies high quality products. By their very design and materials, quality products have a longer life cycle, ultimately make them more cost effective in the long run.</p> <p>In addition to quality materials, All-American provides training for equipment, such as Olympia resurfacers and edgers, which enhances safety for rink employees and their customers. Proper use of equipment also extends its lifecycle.</p> <p>Regarding design, All-American boards are manufactured with safety in mind, and have been awarded patents directly related to safety features. [See Line Item 37 re: Flex Post and Flush Mount design]</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - AAAP_Financial Strength and Stability.zip - Thursday December 03, 2020 09:30:34
- [Marketing Plan/Samples](#) - AAAP_Marketing material.zip - Wednesday December 02, 2020 16:00:59
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - AAAP_Warranty_Tech_Green.zip - Wednesday December 02, 2020 16:02:13
- [Pricing](#) - All-American Arena Products_Sourcewell PRICE LIST- 2020.xlsx - Wednesday December 02, 2020 16:02:45
- [Additional Document](#) - All-American Customer Service Standards.pdf - Wednesday December 02, 2020 16:03:25

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Passingham, President, All-American Ice, LLC DBA All-American Arena Products

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Ice Rink and Arena Equipment with Related Supplies and Services_RFP_120320 Mon November 23 2020 10:19 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #120320-ALL**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **All-American Ice, LLC, dba All-American Arena Products** (Vendor).

Sourcewell awarded a contract to Vendor to provide Ice Rink and Arena Equipment with Related Supplies and Services, to Sourcewell and its Participating Entities, effective January 6, 2021, through January 8, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. Section 18. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability, of the Contract, is deleted in its entirety.
2. Section 18. Insurance–Subsection A. Requirements– Item 6. Network Security and Privacy Liability Insurance, of the Contract, is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
C0FD2A139D06489...
 Jeremy Schwartz, Director of Operations/CPO

Date: 9/30/2022 | 10:03 AM CDT

Approved:

DocuSigned by:
 By: Chad Coauette
7E42B8F817A64CC...
 Chad Coauette, Executive Director/CEO

Date: 9/30/2022 | 10:19 AM CDT

**All-American Ice, LLC,
dba All-American Arena Products**

DocuSigned by:
 By: Sean Passingham
8140E587DD9B466...
 Sean Passingham

Title: President

Date: 9/30/2022 | 7:34 AM PDT



ALL-AMERICAN
ARENA PRODUCTS

1111 S. 4th Avenue
Albert Lea, MN 56007
Sourcewell Awarded Vendor - 120320-ALL
(811) 231-2227
scam@allamericanarena.com

November 15, 2023

City of Bloomington – Michael Hernbrott
109 E Olive St
Bloomington, IL 61701-5219
Sourcewell member #25014

Project: **Dasher Boards Replacement** **SOURCEWELL**

Dear Michael,

Thank you for the opportunity to submit a quote to **Supply and Install** a Riley Sports *Elite Series R6A 6" Aluminum Prefabricated Dasher Board System*. This is a renovation to an existing facility with a rink measuring 200 ft long by 85 ft wide, with a 28 ft radius.

Summary of scope of work by All-American Arena Products will include:

FRAME

- Panels to be welded aluminum with a mill finish.
- Panels to be 42" high x 6" wide and typical 8 ft in length.

ANCHORS

- Existing anchors to be re-used.

GATES

- 4 – 30" player gates along the player boxes.
- 2 – 30" penalty box gates with ice side push release buttons.
- 3 – 30" access gates for off-ice access with push release buttons.
- 2 – 36" access gates with ice side push release buttons.
- 2 – 72" double leaf access gates (Sled Hockey and Public skate)
- Hardware made of stainless steel. Fasteners are zinc plated.
- Player and access gates to have adjustable hinges, as well as pivoting latch/catch assemblies.
- 2 – 120" double leaf machine gate (Equipment gate and ADM access)
- Machine gate to have heavy duty adjustable hinges, heavy-duty spring-loaded caster wheels and sliding closure bars. Hardware made of zinc plated steel.

BOARD CLADDING

- .500" thick white high-density polyethylene (HDPE) board facing.
- .500" thick x 8" high, yellow HDPE kick plate, top edge routed to 3/8" radius.



ALL-AMERICAN ARENA PRODUCTS

1111 S. 1st Avenue
Albert Lea, MN 56007
Sourcewell Awarded Vendor - 120320-ALL
(811) 231-2227
scan@allamericanarena.com

- .750" thick HDPE cap rail, front and back routed to 3/8" radius.
- Color for cap rail is TBD.

SHIELDING AND SUPPORTS

- 8' high x 5/8" (15mm) thick supported tempered glass for the ends and radii.
- 6' high x 1/2" (12mm) thick supported tempered for the sides of the rink, including in front and between the penalty and timekeeper boxes.
- Shield supports to be our 2pc quick change anodized aluminum face plates.
- Shield supports to extend to 1" from the top of the glass.
- No glass included for the fronts of the player boxes.
- Glass in front of timekeeper boxes to have 3 1/2" diameter speak hole.
- Fusion safety pads for termination points at player boxes.

PLAYERS, PENALTY AND TIMEKEEPER'S BOXES

- Player boxes are to be approx. 30' long x 5' deep with side walls.
- Penalty boxes are to be approx. 8' long x 5' deep with side walls.
- Timekeeper's box to be approx. 8' long x 5' deep with half side walls.
- Water bottle shelves to be included for the front of the player and penalty boxes.
- Timekeeper table provided.

PLAYERS, PENALTY AND TIMEKEEPER'S BOX - FLOORS

- Raised wooden platforms installed throughout all boxes.
- Raised coach's walkways included for player boxes.
- 3/8" black rubber flooring loose laid on top of platforms and walkways.

PLAYERS AND PENALTY BENCHES

- Benches are 9 1/2" wide x 1 1/2" thick black plastic lumber fastened to steel support posts.
- Support posts to be zinc plated steel.
- Player box benches are to be approx. 24 ft long.
- Penalty box benches are to be approx. 8 ft long.

SPECTATOR NETTING

- To supply and install new 12' spectator netting around the ends and radii of the rink

BASE BID: TO SUPPLY & INSTALL

\$199,700.00 USD

Decline _____

Accept MSA



ALL-AMERICAN
ARENA PRODUCTS

1411 S. 4th Avenue
Albert Lea, MN 56007
Sourcewell Awarded Vendor - 120320-ALL
(814) 231-2227
scam@allamericanarena.com

NOTES

- Removal and trade-in credit of \$12,500 included in base bid (we'll work directly with Arena Warehouse on the used set)
- Applicable taxes extra.
- Standard wage rates apply.

The above proposal is accepted:

President/Owner/General Manager

Name of Signee (please print)

Date _____

For All-American Arena Products

Date 11/15/23

ALTERNATE PRICING

ALTERNATE # 1 – BACKER PANEL

To supply and install .375" thick HDPE backer panel around entire perimeter of the rink.
add.....\$14,500.00 USD to base bid.

Accept VMH

PAYMENT TERMS:

All payment terms based on Credit Approval (O.A.C)



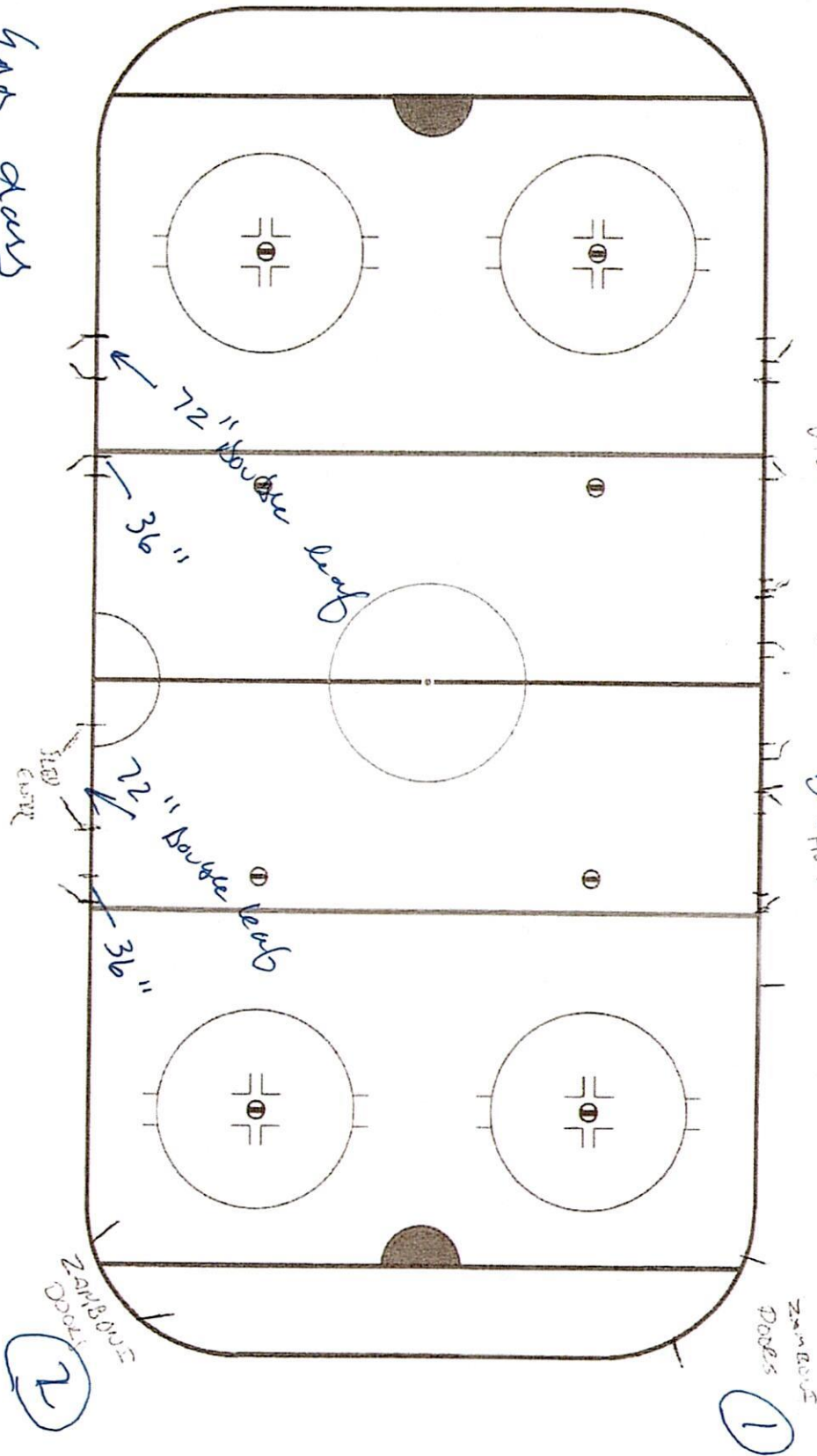
ALL-AMERICAN ARENA PRODUCTS

111 S. 1st Avenue
Albert Lea, MN 56007
Sourcewell Awarded Vendor - 120320-ALL
(810) 231-2227
scu@allamericanarena.com

TERMS AND CONDITIONS

1. All sales of material or equipment by All-American Ice, LLC (DBA All-American Arena Products) ("All-American") are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in any purchase order of the Buyer or in any similar such communication are hereby objected to by All-American and shall not be binding or effective unless expressly assented to in writing by an authorized representative of All-American.
2. **SITE:** The site must be accessible to a tractor-trailer and industrial forklift. All driveways to the rink slab/surface must support all necessary equipment. Power outlets with no less than a 30amp breaker must be within 50' of the rink slab/surface or a portable generator with a minimum of 5KW power rating. Prior to commencement, surface must be broom clean and work area will be free of all materials and debris. A dumpster (minimum size of 10 yards) and/or an area for trash must be available within 100' of the rink slab/surface so the installers can remove their debris. Delays or extra work and expenses caused by the site not being ready will be charged to the Purchaser. Concrete to be level within 1/8" in 10 ft. non-cumulative.
3. **PRICE:** This quotation is based on the installation taking place from start to finish during the same trip. Re-mobilizing for due to any request or delay on part of the purchaser, will result in extra charges.
4. **INSURANCE:** Special insurance requirements are not included.
5. **PERMITTING:** Any applicable Permits and/or License Fees are not included, and Purchaser shall be responsible for obtaining the same.
6. **COMPLETION:** When job is completed or nearing completion, the Purchaser must be available for a final walk-through to inspect the installation with the All-American installation Supervisor. This will be the Purchaser's chance to formulate a final punch list of items left unfinished or needing to be changed. All items not listed on the punch list will not be considered a punch list item, and unless covered by All-American warranty, will be replaced at the Purchaser's expense.
7. **DELAY:** Notwithstanding the foregoing, should All-American be delayed in the commencement, prosecution or completion of the work by any cause beyond All-American's control and not due to any fault, neglect, act or omission on its part, then All-American shall be entitled to a commercially reasonable extension of time to the extent necessary to remove any such cause of any delay and shall not be held liable for any damages for any delays caused by either the owner or general contractor or cause beyond the control of All-American.
8. **WARRANTY:** Except as to title, THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED, OR STATUTORY relating to the described material or equipment which extend beyond that described in this paragraph. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. Any product warranties provided by All-American Arena Product suppliers shall be assigned to the Purchaser to the extent possible.
9. **SECURITY:** All-American retains a security interest in all the products covered in this agreement until all sales' terms have been met.
10. **PAYMENT:** Terms are listed in the proposal. Late payments are subject to a 1.5 percent per month or 18 percent annual finance charge.
11. **LIMITED LIABILITY:** All-American's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of material or equipment hereunder, or its sale, resale, operation or use, whether based on warranty, contract, negligence or other grounds shall not exceed the price paid for such material or equipment or part thereof involved in the claim. All-American shall not in any event be liable for special or consequential damages including, but not limited to, loss of profits or revenue, liquidated damages, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.
12. **ATTORNEY'S FEES, JURISDICTION, AND VENUE:** Purchaser agrees that making any purchases from All-American constitutes doing business in the state of ILLINOIS and that Buyer consents to the personal jurisdiction of the state and federal courts in ILLINOIS, unless elected otherwise by All-American. Purchaser agrees that the venue to resolve any and all disputes with All-American shall exclusively lie in the state or federal courts situated in McLean County, IL. Buyer agrees that in the event of any legal action brought by or against All-American, the non-prevailing party shall pay to the prevailing party all costs and expenses incurred in connection with such action, including but not limited to attorney's fees (whether hourly or contingent), lien fees, court costs and any other costs of litigation or collection proceedings (including without limitation expert witness fees, deposition or court transcript fees, photocopy charges, and document vendor charges).
13. **ONE-YEAR LIMITATION:** Any and all claims brought by Purchaser against Seller shall be filed in one of the above referenced jurisdictions within one (1) year after the date of shipment or installation or it shall be deemed forever waived.

8' x 6' ends
 12' netting (ends & bars)





CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Change Order to PO# 20220583, with Midwest Transit Equipment Inc., for the Purchase of Two (2), 14-Seat Passenger Buses, in the Amount of \$34,624, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Change Order 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: If approved, the City will move forward with the proposed change order to increase the purchase amount for two 14-seat Passenger Buses by a total of \$34,624. On April 25, 2022, the Public Works Department and Parks & Recreation Departments recommended the Purchase of two 14-seat Passenger Buses from Midwest Transit Equipment Inc., in the amount of \$202,540. The purchase was approved by Council and PO# 20220583 was issued. Due to the pandemic and ensuing supply chain issues, the chassis and body production were delayed. This has resulted in the chassis being only available as a 2024 year model with an increased cost of \$7,040 for each chassis and \$10,272 for each body for a total of \$34,624. Fleet Staff requested an updated invoice but the email is considered to be the backup documentation for the change by Midwest Transit Equipment Inc.

These vehicles are used for door-to-door transportation services for people with disabilities and seniors who are unable to utilize the city bus or other modes of transportation. This is limited to in-town pick-ups and drop-offs only. The vehicles are also used for transporting participants to and from various Parks & Recreation programs held at community facilities within Bloomington/Normal, such as movie theaters, parks, trails, restaurants, the bowling alley, Bloomington Ice Center, museums, parks facilities, concert/play venues, etc. It is also used to transport groups to out-of-town sites, such as Starved Rock State Park for trail hikes and tours, to museums, historical sites, pumpkin patches & orchards, zoos, entertainment venues, sports facilities, etc. These out-of-town trips typically do not exceed 90 miles one way on a regular basis. However, for special events, free festivals, or day-long trips, the vehicles can be used to travel anywhere from Bloomington up to Chicago or to St. Louis. In almost all cases, a vehicle with the use of a wheelchair lift is necessary to transport individuals who use wheelchairs or walkers.

Parks & Recreation also regularly uses the vehicles for day-long or overnight trips for Special Olympic sports competitions to Chatham, Rockford, Decatur, Peoria, and Mattoon.

This travel would require the use of all available vehicles, in most cases, at least 15 times each year. The vehicles' primary use is to transport people. However, supplies/equipment may also be taken with the group, such as sports equipment or picnic supplies. Use of vehicles is scheduled during the day and evening hours during the week and for longer periods of time (half to full day or overnight) on the weekends.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a Change Order will be processed with Midwest Transit Equipment Inc., for the Purchase of Two (2), 14-Seat Passenger Buses, in the Amount of \$34,624 for a total cost of \$237,164 for the two (2) units. This is an increase of \$34,624 from the initial amount of \$202,540 approved by City Council on April 25, 2022 (Item 7D) and will be paid for out of the Recreation-Capital Outlay Licensed Vehicle account (10014112-72130) for \$17,312 and SOAR-Capital Outlay Licensed Vehicle account (10014170-72130) for \$17,312. If approved, a budget transfer to move \$17,312 to each of the 2 accounts listed above from Aquatics-Seasonal (10014120-61130) will be processed to pay for the increased cost.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-3 (Ensure a healthy environment and accessibility of parks and open spaces), Objective HL-3.2 (Ensure accessibility of parks, open spaces, and other recreational facilities to all residents)

Respectfully submitted for consideration.

Prepared by: Rob Kroner, Superintendent of Fleet Management

ATTACHMENTS:

[DOES 1C Vendor Letter](#)

Robert Krones

From: Tom Boldwin <tom.boldwin@midwesttransit.com>
Sent: Monday, October 2, 2023 10:40 AM
To: Robert Krones
Subject: PRCA BUSES

Rob:

Please accept this email as follow up of our conversation today regarding the two buses we have on order for you. First the chassis are built and sitting at the bus manufacturer.

Since the time of the bid there have been significant increases in both chassis and body cost. The chassis are now 2024 model year. Below is a recap of the original cost and then today's cost on these.

<u>ORIGINAL BID:</u>	PRICE PER UNIT:	\$102,770.00	TOTAL FOR
TWO:	\$205,540.00		
			LESS
TRADE	(3,000.00)		
			NET DIFFERENCE TWO BUSES
W/TRADE	\$202,540.00 (\$101,270.00 PER UNIT)		

<u>CURRENT MARKET PRICING</u>	ORIGINAL BID PRICE PER UNIT:	\$102,770.00
	FORD CHASSIS INCREASE	\$ 7,040.00
	BUS BODY INCREASE	<u>\$ 10,272.00</u>
	ADJUSTED PRICE	\$120,082.00 PER
UNIT	\$240,164.00 TOTAL FOR TWO	
	LESS	
TRADE		<u>(\$ 3,000.00)</u>
	NET DIFFERENCE NEW TOTAL PRICE FOR TWO BUSES	
W/TRADE	\$237,164.00 (\$118,542.00 PER UNIT)	

Let me know if you need anything else.

Thank you .

Have a great day!

Tom Boldwin

Director of Governmental Sales
Midwest Transit Equipment Inc.
146 W. ISSERT Dr.
Kankakee, IL 60901

800.933.2412 ext 1423



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact and City-Wide Impact

SUBJECT: Consideration and Action on the Preliminary Design Amendment No. 1 to the Engineering Services Agreement Related to Systemwide Potable Water Distribution Improvements in an amount not to exceed \$2,999,480, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Amendment be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: On April 25, 2022, Council approved a Contract with Donohue and Associates, Inc., for the Systemwide Potable Water Distribution Improvements Preliminary Design, in the amount of \$1,497,400.

The initial preliminary design contract included 8 projects listed below:

- Project 1 - Ground storage tanks at I-55 Tank Site -30% Design.
- Project 2 - Distribution pump station in Hamilton Zone - 30% Design.
- Project 3 - Elevated tank in the Hamilton Zone site - 30% Design.
- Project 4 - New 36-inch transmission main-30% Design.
- Project 5 - Pipe upgrades along Fort Jesse Road - 100% Design.
- Project 6 - Elevated Storage Tank at Hamilton Road and Morris Avenue - 100% Design.
- Project 7 - Repurposing the Division Street Pump Station as booster pump station- 30% Design.
- Project 8 - Repurposing the South Main Street Pump Station as booster pump station-30% Design.

The proposed amendment for engineering and design services will expand the preliminary design to include final design and bidding, in the amount not to exceed \$2,999,480. This will bring the remaining six (6) projects (1, 2, 3, 4, 7, and 8) to 100% design.

Through Request for Qualifications RFQ #2019-34 (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 eight engineering firms under the Potable Water category, which is the key design service of the project as described above and determined Donohue & Associates to be the most qualified firm to do the work that best meets the City's needs. Based on Donohue & Associates' selection under RFQ 2019-34 and their experience in potable water work, Donohue & Associates was asked to submit a

proposal for scope and fees associated with the Systemwide Distribution Improvements Preliminary Design. 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: N/A

FINANCIAL IMPACT: If approved, an amended contract for \$2,999,480 will be awarded. Expenses are budgeted and will be paid from the Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). Stakeholders can locate information on this account in the FY 2024 adopted budget book, “Other Funds & Capital Improvement” on page 139.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment. Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:

[WTR 1B Amendment](#)

**FIRST AMENDMENT TO AGREEMENT WITH
DONOHUE & ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES FOR SYSTEMWIDE POTABLE WATER
DISTRIBUTION IMPROVEMENTS PRELIMINARY DESIGN**

This First Amendment, made and entered into this ___ day of November, 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and DONOHUE & ASSOCIATES, INC. (hereinafter "DONOHUE"), WITNESSETH that:

WHEREAS, on April 26, 2022, an Engineering Services Agreement ("Agreement") was made between the CITY and DONOHUE for the Systemwide Potable Water Distribution Improvements Preliminary Design project;

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to modify the engineering and design services for Projects 1, 2, 3, 4, 7, and 8 to be expanded from only preliminary design to include final design and bidding services; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.
2. Amendment to Agreement. The existing Exhibits A and B amended as described in the Donohue Amendment No. 1 Document, attached hereto and incorporated herein.
3. In all other respects the Engineering Services Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Engineering Services Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

**DONOHUE & ASSOCIATES,
INC.**

By: _____
Its City Manager

By: Craig W. Brunner
Its Representative

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: Tom K. Boy
Its Vice President



**AMENDMENT NO. 1 to
ENGINEERING SERVICES AGREEMENT
Systemwide Potable Water Distribution Improvements Preliminary Design (Project)
Original Agreement Executed April 26, 2022**

This Amendment is by and between:

City of Bloomington (Owner)
Water Department
603 West Division Street
Bloomington, IL 61701

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081-8489

Who agree to amend the original Agreement, as follows:

EXHIBIT A – B. SCOPE OF SERVICES

The services have been modified as follows:

Engineering and design services for Projects 1, 2, 3, 4, 7, and 8 will be expanded from only preliminary design to include final design and bidding services.

- a. Final design services are as described below.
- b. Bidding services are as described below.
- c. Construction phase services are not included in this amendment.

Project Scope Additions

General Items

1. Construction bidding documents will be prepared for construction by a single prime Contractor for each of the individual projects or for all projects as one construction contract.
2. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute (CSI).
3. Drawings will be developed using Donohue’s CADD standards.
4. Deliverables shall be in the form of .pdf electronic documents as well as AutoCAD drawings unless noted otherwise. Drawing deliverables shall be 11x17.
5. Project 1 - Ground storage tanks at I-55 Tank Farm:
 - a. Final design services for this project will be through the final design and bidding phases as described in Sections 2.2, 2.3 and 3 below.
 - b. The project will consist of two (2) 4 MG standpipes for a total of 8 MG storage. These tanks will be constructed on City owned property.
 - c. The existing 400,000 gallon elevated storage tank will be increased in height to maintain a common hydraulic grade line for the new tanks and the existing tank.

- d. Final design services will include WaterGems modeling to account for the detailed design components required at this site.
 - e. Site layout will incorporate a new eastern boundary for agricultural use of the City property further to the east.
 - f. Additional survey for the railroad crossing will be performed once the crossing location is finalized.
 - g. Additional geotechnical investigation for the railroad crossing will be performed once the crossing location is finalized.
6. Project 2 – Distribution pump station (18 mgd) at the I-55 Tank Farm site:
- a. Final design services for this project will be through the final design and bidding phases as described in Sections 2.2, 2.3 and 3 below.
 - b. Pump station location will be at the I-55 Tank Farm site.
 - c. Final design services will include WaterGems modeling to account for the detailed design components required at this site.
7. Project 3 – Elevated tank for Hamilton Zone – Division Street site:
- a. Final design services for this project will be through the final design and bidding phases as described in Sections 2.2, 2.3 and 3 below.
 - b. The new 2 MG elevated storage will be located to the north of the Division Street site.
 - c. Final design services will include WaterGems modeling to account for the detailed design components required at this site.
8. Project 4 - 36-inch distribution main to Fort Jesse Road:
- a. Final design services for this project will be through the final design and bidding phases as described in Sections 2.2, 2.3 and 3 below.
 - b. The route is south from the I-55 Tank Farm property along Hershey Road to the intersection of Hershey Road and Ft Jesse Road.
 - c. Distribution main location along Hershey Road will be developed and coordinated with local utilities along the route.
 - d. Final design services will include WaterGems modeling to account for the detailed design components required at this site.
 - e. It is assumed that the distribution main will be constructed within City and Town of Normal right of way.
 - f. The City will coordinate with the Town of Normal on obtaining roadway and utility information from the Town.
 - g. Donohue will coordinate review meetings with the City and the Town of Normal. It is anticipated that there will be four coordination meetings with the Town of Normal.
9. Project 5 - Pipe upgrades along Fort Jesse Road:
- a. Design services for this project are complete.
 - b. Bidding services remain to be completed once the City authorizes this project to be bid out.
10. Project 6 – Elevated Storage Tank at Hamilton Road and Morris Avenue:
- a. Design services for this project are complete.
 - b. Bidding services remain to be completed once the City authorizes this project to be bid out.

11. Project 7 - Repurposing the Division Street Pump Station as booster pump station:
 - a. Final design services for this project will be through the final design and bidding phases as described in Sections 2.2, 2.3 and 3 below.
 - b. Design services will include WaterGems modeling to account for the detailed design components required at this site.
 - c. The Enterprise Pump Station at this site will be decommissioned as part of this project.
 - d. The site piping will be evaluated and the line running too close to the buildings on site will be relocated.
 - e. The final disposition of the 10 MG and 5 MG underground reservoirs will be abandoned in place. Demolition or decommissioning of the reservoirs is not included in this scope.

12. Project 8 - Repurposing the South Main Street Pump Station as booster pump station:
 - a. Final design services for this project will be through the final design and bidding phases as described in Sections 2.2, 2.3 and 3 below.
 - b. Design services will include WaterGems modeling to account for the detailed design components required at this site.
 - c. Pump station improvements will include a new above grade booster pump station to the north of the existing underground booster pump station.

13. Financing Strategy and Funding Assistance:
 - a. Donohue will continue to assist in the development of financial strategy and funding sources.

14. Property Ownership:
 - a. Donohue and the City agree that all new infrastructure will be on City property or within Town of Normal right of way.

15. IEPA Facility Plan Preparation and Loan Administration:
 - a. An IEPA Facility Plan was developed for Projects 5 and 6.
 - b. An additional IEPA Facility Plan will be developed for the remaining projects.
 - c. Prepare Project Plan and IEPA pre-application for the Owner review based on the evaluation effort for submission to IEPA. Meet with City staff to review the Project Plan. Modify the Project Plan per the City's comments. Submit to IEPA with the funding nomination form.
 - d. Prior to the Bidding Phase and upon authorization from Owner, Donohue will complete the application forms listed hereunder for obtaining the IEPA Public Water Supply Loan. Transmit said forms to the Owner to obtain Owner's signatures.

Anticipated forms include:

 - i. Resolution Authorizing a Representative To Sign Loan Documents
 - ii. Loan Program Certification
 - iii. Application for Financial Assistance for Drinking Water Facilities
 - iv. Certificate Regarding Project Site, Rights-of-Way, Easements, and Permits
 - v. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - vi. Resolution of Intent Regarding National Flood Insurance

- e. Donohue will compile a draft form of the “Ordinance Authorizing Loan Agreement” based on IEPA’s model ordinance. Donohue will coordinate with the Owner’s Director of Administration in working with IEPA in preparing this ordinance. Donohue shall transmit said draft ordinance to the Owner’s City Manager or other designated relevant personnel for further action and adopting the ordinance. The Owner will transmit the adopted ordinance to IEPA with a copy to Donohue. Donohue will transmit the adopted ordinance to IEPA for approval, if so requested by the Owner.
- f. Donohue will serve as the “point of contact” with IEPA’s loan officer for the project. At some point, IEPA will inform Donohue when it has prepared its Preliminary Environmental Impact Determination (PEID) document for the project. Donohue will transmit the PEID document to the Owner for its review and acceptability.
- g. Once the PEID has been prepared and deemed acceptable by the Owner, the Owner will then schedule, advertise for, and hold the “PEID Public Hearing”. Said hearing is required in order to allow the public to give comment on the project. Donohue will assist the Owner in advertising for the hearing – in order to comply with IEPA minimum advertising time requirements. The Owner will pay all publishing costs and the Owner will provide staff at the meeting for taking minutes and compiling the meeting minutes. The Owner will provide Donohue a copy of the PEID meeting minutes for the project and Donohue will transmit said minutes to IEPA for approval.
- h. The Owner will provide to Donohue its existing Water System Ordinance and Donohue will transmit to IEPA for approval, if IEPA requests a copy. It is understood that if IEPA also requires that a Water User Charge Study be compiled, then either the Owner will compile said study or it will be covered under a separate agreement between Donohue (or an independent rate consultant). The cost of said work is not included in this Agreement.
- i. Prepare and transmit to the Owner for execution, the enactments and procedures for providing a dedicated source of revenue for paying back the IEPA loan, as required by 35 Ill. Adm. Code 662. It is expected the Owner’s existing water charges will be the source of revenue for paying back said loans and that the Owner will determine adequacy of this fee system to cover the loan expenses.
- j. Donohue will secure from the Owner the Certificate of Publication for the project’s construction contract bidding effort (as furnished by the local newspaper). Donohue will then relay said certificate on to IEPA. Donohue will also compile the Bid Tabulation, executed Bid Forms, and Bid Bond of the project’s low bidder, along with the bid award recommendation letters. Donohue will relay those documents on to IEPA for that Agency’s review and comparison with the project budget and loan proceeds available, based on the Dedicated Source of Revenue analysis that was approved by IEPA prior to bidding.
- k. Once the above tasks are completed and approved by IEPA, that Agency will transmit a draft loan agreement for Owner execution. Donohue will receive the proposed Loan Agreement from IEPA and Donohue will promptly transmit said document to Owner. The Owner will transmit the executed Loan Agreement to Donohue, who will promptly transmit back to IEPA.
- l. Donohue will obtain from the Owner, originals of the Executed Construction Contract and Project Manual document, with executed Payment bonds, and Performance Bonds. Donohue will relay copies of said documents on to IEPA in

order to comply with IEPA loan procedures. It is understood that under the quoted fee, Donohue will print and assemble the Executed Construction Contract and Project Manual document – as mandated by IEPA.

- m. Donohue shall prepare, as needed, monthly loan reimbursements for Owner execution, with the intent to be to retrieve loan fund proceeds for paying project expenditures, including engineering services.
- n. Under loan administration services, Donohue will assist the Owner with loan closeout services, which will include:
 - o. Submitting the project Record Drawings to IEPA as required by the loan. The cost of the actual preparation of said Record Drawings is not covered by this Agreement. That work will be covered by future amendment to this Agreement.
 - p. Informing the local IEPA Field Operations Section of the completion of construction, so that office's personnel can visit and inspect the constructed work. An IEPA inspection of the constructed work is a normal loan requirement.
 - q. Preparation of the Certificate of Bills Paid and O&M certification, both of which are required for loan closeout. Owner will sign said forms and Donohue will transmit to IEPA.
 - r. Other loan closeout forms and certifications as mandated by the IEPA loan program.

16. Funding Evaluation

- a. Donohue will review the requirements for Water Infrastructure Finance and Innovation Act (WIFIA) funding.
- b. It is understood that application for WIFIA funding will require significant assistance from the City's financial department to complete the required financial documentation.
- c. Funding application fees are not included in the scope and will be the City's responsibility.

Final Design and Bidding Services

1. Project Development and Management

- 1.1 Assign Terry Boyer, PE, as the Project Manager who will coordinate Project activities and will be the principal liaison between the OWNER and ENGINEER.
- 1.2 Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.
- 1.3 Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.
- 1.4 Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.

2 Design Services

2.1 Design and Layout Phase – These services are under scope in the original agreement.

- 2.1.1 Perform preliminary selection of the key replacement components based on preferences of OWNER's staff and ENGINEER recommendations.
- 2.1.2 Identify major utilities and their approximate locations within the Project site limits.
- 2.1.3 Utilizing available facility drawings and mapping, field visit observations, and discussions with OWNER, prepare preliminary layout drawings for Project facilities and conduct an internal preliminary layout review meeting.
- 2.1.4 Prepare a design and layout phase submittal consisting of written descriptions of the Project indicating the proposed facilities along with the basis for selection, the final design criteria, a summary of preliminary design calculations, a listing of any potential conflicts including environmental impacts and recommended solutions, any special construction requirements/procedures that may be known at the preliminary design stage, and the process design and layout phase drawings.
- 2.1.5 Prepare a preliminary opinion of the probable construction cost based on the preliminary layout drawings.
- 2.1.6 Perform an internal quality review of the preliminary layout drawings, project design description, and preliminary opinion of the probable construction cost.
- 2.1.7 Submit up to four (4) sets (half-size drawings) and/or a PDF copy of the process design and layout phase submittal to the OWNER for review and comment.
- 2.1.8 Conduct a design and layout review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the process design and layout phase completion documents and incorporate comments and any necessary changes into the design.

2.2 Final Layout Phase

- 2.2.1 Develop final layout drawings, with designer notes for final layout review and approval.
- 2.2.2 Prepare an index of proposed specifications for the final layout submittal.
- 2.2.3 Update the opinion of the probable construction cost based on the completed final layout design documents.
- 2.2.4 Submit for review and comment by the OWNER up to four (4) sets and/or a PDF copy of the final layout drawings (half size), specifications index, the final design criteria, any special construction requirements/procedures that may be known at the final

layout design phase, a listing of permits required for construction approval, and the updated opinion of the probable construction cost.

- 2.2.5 Conduct a final layout review workshop with the OWNER to get the OWNER's review comments and input on any necessary changes for the Project design including design changes to reduce the construction cost. Prepare workshop notes documenting proposed changes to the final layout design completion documents and incorporate comments and any necessary changes into the design.

2.3 Final Design Construction Drawings Phase

- 2.3.1 After incorporation of the final layout workshop review comments and requested changes, prepare and distribute base sheet drawings to design disciplines in order to develop construction drawings for one bid package to be advertised for bids and to be constructed by one prime contractor.

- 2.3.2 Prepare construction specifications utilizing the ENGINEER's master specifications.

- 2.3.2.1 Front end bidding and contract documents will be prepared using OWNER's Procurement front-end documents which replace the EJCDC *Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond Form, Agreement Form, Performance Bond Form, and Payment Bond Form*. ENGINEER will include an EJCDC *Standard General Conditions of the Construction Contract* front-end document and develop a *Supplementary Conditions of the Construction Contract* document based on EJCDC guidance documents and coordination with OWNER's front-end documents and procurement policies ENGINEER will provide information required by OWNER's Procurement Office to develop a Bid Form for the procurement documents.

- 2.3.2.2 Technical specifications will be prepared using the Construction Specifications Institute (CSI) 3-part format for 50 Divisions.

- 2.3.3 Perform an internal designer review of the prepared final design construction drawings and specifications and then incorporate review comments.

- 2.3.4 The opinion of the probable construction cost will be updated based on the prepared final design construction drawings and specifications after designer review comments are incorporated. Also, revise the opinion of probable construction cost if necessary after the quality review comments are incorporated.

- 2.3.5 Perform an internal quality review of the final construction drawings and specifications after designer review comments are incorporated. Incorporate quality review comments.

- 2.3.6 After incorporation of quality review comments, submit up to four (4) sets and/or a PDF copy of the final design construction drawings (half size), specifications, and updated opinion of the probable construction cost to the OWNER for review and comment.

- 2.3.7 Conduct a final construction drawings and specifications review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the final construction drawings and specifications.
- 2.3.8 Prepare and assist the OWNER in submitting applications after incorporating the final design construction drawings and specifications workshop review comments into the final design documents to file for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project. Provide technical input and assist the OWNER in consultations with appropriate authorities as required to secure permits or approvals from the governmental authorities. The OWNER shall pay the fee cost for submitting all regulatory agency permit applications.
- 2.3.9 Incorporate review comments received from the OWNER and from the government agencies to which construction permit applications were submitted to finalize the drawings and specifications for bidding. Drawings for bidding purposes will be reproduced at half size unless electronically distributed. The final documents will be signed and sealed by registered Professional Engineers in the State of Illinois. The drawings and specifications will be prepared for the designed improvements to be bid for one project.

3 Bid Phase Engineering Services

- 3.1 Transmit the final bidding and contract documents to OWNER in Adobe portable document format (PDF).
- 3.2 OWNER will execute all bidding activities related to advertisement, publication, notifications, addenda, communication with prospective bidders, and conducting pre-bid meeting(s).
- 3.3 Attend a pre-bid conference to describe the Project work and direct prospective bidder questions to OWNER's Procurement Office.
- 3.4 Prepare answers to bidding questions received from OWNER and transmit answers to OWNER.
- 3.5 Consult with OWNER concerning the acceptability of substitute materials and equipment proposed by contractors when substitution prior to the award of a contract is allowed.
- 3.6 The OWNER will conduct bid opening and prepare a bid tabulation. As requested by OWNER, prepare an analysis of bids and prepare recommendations for contract award.
- 3.7 The OWNER will prepare the construction contract.
- 3.8 The OWNER will assemble the executed Notice of Award and submit to the successful bidder for the construction contract. The OWNER will obtain executed Payment Bonds,

Performance Bonds and Certificates of Insurance from said contractor and prepare Notice to Proceed for execution by the Owner and transmit to the Contractor.

- 3.9 After the construction contract is executed, provide the Owner with six (6) paper copies and one .pdf copy of the "Conformance" sets of plans and project manuals, which is defined as as-bid documents with addendum related items inserted directly into the body of the text of the Project Manual and in the Drawings, in lieu of in the front of the documents.

EXHIBIT A – C. PROJECT TIMING

Donohue shall be authorized to commence the work set forth herein upon receipt of a Notice to Proceed from OWNER and will perform the work according to the following schedule:

The Preliminary Design completion date for Projects 1, 2, 3, 4, 7, and 8 is extended to April 30, 2024.

The Final Design services for Projects 1, 2, 3, 4, 7, and 8 will be completed within five hundred forty (540) calendar days from the completion of the Preliminary Design services.

Bidding Services will be contingent on funding availability and discretion of the City to advertise the projects.

EXHIBIT B. PAYMENT TERMS

Compensation for the services set forth in Exhibit B shall be increased \$2,999,480, resulting in a total contract amount of \$4,496,880.

Preliminary Design Summary

Scope Item	Design Level	Construction Cost Estimate	Fee Estimate	Design as % of Construction
Project 1 – Ground storage tanks at I-55 Tank Farm	30%	\$11,404,800	\$218,700	1.92%
Project 2 – Distribution pump station (18 mgd) at the I-55 Tank Farm site	30%	\$10,859,063	\$346,900	3.19%
Project 3 – Elevated tank for centralized Hamilton Zone - Division	30%	\$10,335,600	\$164,900	1.60%
Project 4 – 36-inch distribution main to Fort Jesse Road	30%	\$21,027,600	\$240,700	1.14%
Project 5 – Pipe upgrades along Fort Jesse Road	100%	\$680,400	\$58,800	8.64%
Project 6 – Elevated Storage Tank at Hamilton Road and Morris Avenue	100%	\$6,593,600	\$246,700	3.74%
Project 7 – Repurposing the Division Street Pump Station as booster pump station	30%	\$4,779,000	\$120,800	2.53%
Project 8 – Repurposing the South Main Street Pump Station as booster pump station	30%	\$3,807,000	\$99,900	2.62%
Totals		\$69,487,063	\$1,497,400	2.15%

Final Design Summary

Scope Item	Design Level	Construction Cost Estimate	Fee Estimate	Design as % of Construction
Project 1 – Ground storage tanks at I-55 Tank Farm	100%	\$11,404,800	\$636,900	5.58%
Project 2 – Distribution pump station in centralized Hamilton Zone site	100%	\$10,859,063	\$625,000	5.76%
Project 3 – Elevated tank at centralized Hamilton Zone site	100%	\$10,335,600	\$351,880	3.40%
Project 4 – 36-inch transmission main to distribution pump station and to Fort Jesse Tanks 1 & 2	100%	\$21,027,600	\$908,700	4.32%
Project 5 – Pipe upgrades along Fort Jesse Road		\$680,400		0.00%
Project 6 – Elevated Storage Tank at Hamilton Road and Morris Avenue		\$6,593,600		0.00%
Project 7 – Repurposing the Division Street Pump Station as booster pump station	100%	\$4,779,000	\$308,000	6.44%
Project 8 – Repurposing the South Main Street Pump Station as booster pump station	100%	\$3,807,000	\$169,000	4.44%
Totals		\$69,487,063	\$2,999,480	4.32%

Total Contract - Preliminary + Final Design =	\$4,496,880	6.5%
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**Distribution Master Plan
Project 1 – Ground storage tanks at I-55 Tank Farm
City of Bloomington, Illinois
2023 Fee Estimate Summary
Donohue & Associates**

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV								
Project Management																	\$ 30,496
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		12		36		12				60	\$ 4,200			\$ 6,213.30	\$ 1,510	\$ 11,923	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		12		8				28	\$ 2,035			\$ 3,010.46	\$ 732	\$ 5,777	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		24		24		12				60	\$ 4,507			\$ 6,667.95	\$ 1,620	\$ 12,796	
Development of financing strategy for all infrastructure improvements											\$ -			\$ -	\$ -	\$ -	
Final Design Phase																	\$ 581,253
Kick-off Site Visit										-	\$ -			\$ -	\$ -	\$ -	
Geotech. Report										-	\$ -			\$ -	\$ -	\$ -	
Topographic Survey and RR Coordination		8	4	24						36	\$ 2,633	\$ 750	\$ 18,100	\$ 3,894.61	\$ 1,055	\$ 26,432	
WaterGems Modeling		4	4			40				48	\$ 3,520	\$ 1,500		\$ 5,207.96	\$ 1,483	\$ 11,711	
IEPA Coordination		8	4	16						28	\$ 2,123			\$ 3,140.12	\$ 763	\$ 6,026	
Preliminary Design Memo										-	\$ -			\$ -	\$ -	\$ -	
Preliminary Layout preparation, including coord. meetings										-	\$ -			\$ -	\$ -	\$ -	
Field verify piping locations vs. "As-Builts"										-	\$ -			\$ -	\$ -	\$ -	
Review Preliminary Layout Drawings with City										-	\$ -			\$ -	\$ -	\$ -	
Compile Final Layouts		24	48	60	120	40	32	42	24	390	\$ 27,981			\$ 41,395.27	\$ 10,060	\$ 79,436	
Finalize Motor List & One Line Diagrams		12	24	8	48			120	48	260	\$ 18,894			\$ 27,951.78	\$ 6,793	\$ 53,638	
Prepare Final Layouts Phase Cost Opinion		4	4	16	16		12	22	18	92	\$ 6,494			\$ 9,607.28	\$ 2,335	\$ 18,436	
Review Final Layout Drawings with City		8		12	12	8	8	12	8	68	\$ 4,788	\$ 300		\$ 7,082.66	\$ 1,765	\$ 13,935	
Prepare Final Contract Documents to 95% completion level		72	110	180	320	48	120	105	80	1,035	\$ 73,911	\$ 1,200		\$ 109,343.73	\$ 26,746	\$ 211,201	
Internal QA-QC review and incorporation		24	120	64	120	32	60	68	42	530	\$ 39,756	\$ 600		\$ 58,814.79	\$ 14,380	\$ 113,550	
Update Cost Opinion		8	8	16	16		16	16	16	96	\$ 6,950	\$ 150		\$ 10,282.42	\$ 2,521	\$ 19,903	
Review 95% complete Drawings w/ City + incorp. comments		8		12	12	8	8	12	8	68	\$ 4,788	\$ 120		\$ 7,082.66	\$ 1,739	\$ 13,729	
Provide IEPA-permit documents to City		8	4	16	16					44	\$ 3,143	\$ 250		\$ 4,649.10	\$ 1,166	\$ 9,208	
IEPA permit approval of bidding documents		4		8	8					20	\$ 1,377	\$ 120		\$ 2,037.78	\$ 513	\$ 4,048	
										-	\$ -			\$ -	\$ -	\$ -	
Bidding Phase																	\$ 25,075
Issue bidding documents planholders		2		4	4					10	\$ 689	\$ 200		\$ 1,018.89	\$ 277	\$ 2,184	
Prepare for & attend Pre-Bid Conference		4		6						10	\$ 740	\$ 350		\$ 1,094.67	\$ 317	\$ 2,501	
Respond to bidders' questions		2	2	2	2	2	2	2	2	16	\$ 1,194	\$ 45		\$ 1,766.17	\$ 436	\$ 3,441	
Prepare & issue addenda		1		2	2	2	2	2	2	13	\$ 911	\$ 45		\$ 1,347.20	\$ 334	\$ 2,637	

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV								
Attend Bid Opening & evaluate bids		4		8						12	\$ 867	\$ 250		\$ 1,283.29	\$ 348	\$ 2,749	
Assemble Notice of Award & Proceed		1		2						3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Print Executed Copies & Owner copy		2		4						6	\$ 434	\$ 60		\$ 641.65	\$ 165	\$ 1,300	
Letter of award recommendation		1		2						3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Compile conformance project manual copies for City		4	4	4	8					20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	
Compile conformance project drawing copies for City		4	4	4	8					20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	
Total	-	261	340	542	712	212	260	401	248	2,976	\$ 215,387	\$ 6,340	\$ 18,100	\$ 318,644	\$ 78,354	\$ 636,824	\$ 636,824
Total Direct Labor Dollars by Staff		\$ 23,323	\$ 32,953	\$ 34,553	\$ 45,390	\$ 14,709	\$ 18,039	\$ 27,821	\$ 18,600							TOTAL	\$ 636,900

Estimated Construction Cost = \$ 11,404,800

Final Engineering as Percent of Construction = 5.58%

**Distribution Master Plan
Project 2 – Distribution pump station (18 mgd) at the I-55 Tank Farm site
City of Bloomington, Illinois
2023 Fee Estimate Summary
Donohue & Associates**

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG V	ENG IV	ENG III								
Project Management																			\$ 77,700
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		8		16		8						32	\$ 2,290			\$ 3,387.71	\$ 823	\$ 6,501	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		12		8						28	\$ 2,035			\$ 3,010.46	\$ 732	\$ 5,777	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		36		36		24						96	\$ 7,177			\$ 10,617.77	\$ 2,580	\$ 20,375	
Property identification and evaluation of alternatives												-	\$ -			\$ -	\$ -	\$ -	
IEPA Facility Plan preparation and loan coordination		62			162							224	\$ 15,868			\$ 23,474.85	\$ 5,705	\$ 45,047	
Final Design Phase																			\$ 521,004
Kick-off Site Visit												-	\$ -			\$ -	\$ -	\$ -	
Geotech. Report		2	4	12		8						26	\$ 1,886	\$ 400	\$ 18,000	\$ 2,790.80	\$ 736	\$ 23,813	
Additional Topographic Survey for Overall Site Development		4	8	24								36	\$ 2,663	\$ 500	\$ 12,000	\$ 3,939.35	\$ 1,030	\$ 20,132	
WaterGems Modeling		4				40						44	\$ 3,133	\$ 1,500		\$ 4,634.43	\$ 1,344	\$ 10,611	
Utility Coordination												-	\$ -			\$ -	\$ -	\$ -	
Preliminary Design Memo												-	\$ -			\$ -	\$ -	\$ -	
Preliminary Layout preparation, including coord. meetings												-	\$ -			\$ -	\$ -	\$ -	
Field verify piping locations vs. "As-Builts"												-	\$ -			\$ -	\$ -	\$ -	
Review Preliminary Layout Drawings with City												-	\$ -			\$ -	\$ -	\$ -	
Compile Final Layouts		18	42	56	116	28	42	42	18	32	52	446	\$ 30,490	\$ 600		\$ 45,106.43	\$ 11,048	\$ 87,245	
Finalize Motor List & One Line Diagrams		8	8	4	24			60	24	8	4	140	\$ 9,913			\$ 14,665.35	\$ 3,564	\$ 28,142	
Prepare Final Layouts Phase Cost Opinion		4	4	16	24		18	36	24	24	24	174	\$ 11,542			\$ 17,074.70	\$ 4,149	\$ 32,766	
Review Final Layout Drawings with City		8		12	12	8	8	12	8	8	16	92	\$ 6,138	\$ 1,300		\$ 9,079.85	\$ 2,395	\$ 18,912	
Prepare Final Contract Documents to 95% completion level		36	80	100	260	16	120	120	80	72	68	952	\$ 65,557	\$ 300		\$ 96,984.79	\$ 23,612	\$ 186,454	
Internal QA-QC review and incorporation		12	42	32	48	12	32	48	36	24	22	308	\$ 21,913	\$ 106		\$ 32,418.71	\$ 7,894	\$ 62,332	
Update Cost Opinion		8	8	12	12		12	12	12	12	16	104	\$ 7,160			\$ 10,593.04	\$ 2,574	\$ 20,328	
Review 95% complete Drawings w/ City + incorp. comments		8		12	12	8	8	12	8	8	12	88	\$ 5,913	\$ 300		\$ 8,746.98	\$ 2,169	\$ 17,129	
Provide IEPA-permit documents to City		8	4	16	16							44	\$ 3,143	\$ 150		\$ 4,649.10	\$ 1,152	\$ 9,093	
IEPA permit approval of bidding documents		4		8	8							20	\$ 1,377	\$ 120		\$ 2,037.78	\$ 513	\$ 4,048	
												-	\$ -			\$ -	\$ -	\$ -	
Bidding Phase																			\$ 26,296
Issue bidding documents planholders		2		4	4							10	\$ 689	\$ 200		\$ 1,018.89	\$ 277	\$ 2,184	
Prepare for & attend Pre-Bid Conference		4		6								10	\$ 740	\$ 300		\$ 1,094.67	\$ 310	\$ 2,444	
Respond to bidders' questions		2	2	2	2	2	2	2	2	2	2	20	\$ 1,419	\$ 45		\$ 2,099.03	\$ 517	\$ 4,079	
Prepare & issue addenda		1		2	2	2	2	2	2	2	2	17	\$ 1,136	\$ 45		\$ 1,680.07	\$ 415	\$ 3,276	
Attend Bid Opening & evaluate bids		4		8								12	\$ 867	\$ 250		\$ 1,283.29	\$ 348	\$ 2,749	

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III								
Assemble Notice of Award & Proceed		1		2								3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Print Executed Copies & Owner copy		2		4								6	\$ 434	\$ 60		\$ 641.65	\$ 165	\$ 1,300	
Letter of award recommendation		1		2								3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Compile conformance project manual copies for City		4	4	4	8							20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	
Compile conformance project drawing copies for City		4	4	4	8							20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	
Total	-	263	210	406	718	156	252	346	214	192	218	2,975	\$ 206,935	\$ 6,576	\$ 30,000	\$ 306,139	\$ 75,349	\$ 625,000	\$ 625,000
Total Direct Labor Dollars by Staff		\$ 23,502	\$ 20,353	\$ 25,883	\$ 45,773	\$ 10,823	\$ 17,484	\$ 24,005	\$ 16,050	\$ 10,800	\$ 12,263							TOTAL	\$ 625,000

Estimated Construction Cost = \$ 10,859,063

Engineering as Percent of Construction = 5.76%

Distribution Master Plan
Project 3 – Elevated tank for centralized Hamilton Zone - Division Street site
City of Bloomington, Illinois
2023 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Elect	I&C	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG IV								
Project Management																\$ 22,547
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		4		12		4			20	\$ 1,400			\$ 2,071.10	\$ 503	\$ 3,974	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		12		8			28	\$ 2,035			\$ 3,010.46	\$ 732	\$ 5,777	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		24		24		12			60	\$ 4,507			\$ 6,667.95	\$ 1,620	\$ 12,796	
Property identification and evaluation of alternatives									-	\$ -			\$ -	\$ -	\$ -	
Final Design Phase																\$ 304,967
Kick-off Site Visit									-	\$ -			\$ -	\$ -	\$ -	
Geotech. Report									-	\$ -			\$ -	\$ -	\$ -	
Topographic Survey									-	\$ -			\$ -	\$ -	\$ -	
WaterGems Modeling		2		4		24			30	\$ 2,099	\$ 1,500		\$ 3,105.02	\$ 972	\$ 7,676	
Utility Coordination									-	\$ -			\$ -	\$ -	\$ -	
Preliminary Design Memo									-	\$ -			\$ -	\$ -	\$ -	
Preliminary Layout preparation, including coord. meetings									-	\$ -			\$ -	\$ -	\$ -	
Field verify piping locations vs. "As-Builts"									-	\$ -			\$ -	\$ -	\$ -	
Review Preliminary Layout Drawings with City									-	\$ -			\$ -	\$ -	\$ -	
Compile Final Layouts		8	16	108	42	16	16	16	238	\$ 16,358	\$ 150		\$ 24,200.53	\$ 5,903	\$ 46,612	
Finalize Motor List & One Line Diagrams		8	8	4	24		24	24	92	\$ 6,740	\$ 160		\$ 9,971.69	\$ 2,446	\$ 19,318	
Prepare Final Layouts Phase Cost Opinion		4	4	24	8		12	8	68	\$ 4,773	\$ 150		\$ 7,060.76	\$ 1,738	\$ 13,721	
Review Final Layout Drawings with City		8		24	12	8	12	8	80	\$ 5,553	\$ 275		\$ 8,214.40	\$ 2,036	\$ 16,078	
Prepare Final Contract Documents to 95% completion level		24	48	120	78	18	44	24	436	\$ 31,071	\$ 1,100		\$ 45,966.82	\$ 11,330	\$ 89,468	
Internal QA-QC review and incorporation		12	42	90	48	12	48	36	320	\$ 23,023	\$ 600		\$ 34,060.85	\$ 8,364	\$ 66,048	
Update Cost Opinion		8	8	24	12		12	12	88	\$ 6,350	\$ 175		\$ 9,394.72	\$ 2,308	\$ 18,228	
Review 95% complete Drawings w/ City + incorp. comments		8		16	12	8	12	8	72	\$ 5,043	\$ 205		\$ 7,459.90	\$ 1,843	\$ 14,550	
Provide IEPA-permit documents to City		8	4	16	16				44	\$ 3,143	\$ 260		\$ 4,649.10	\$ 1,167	\$ 9,219	
IEPA permit approval of bidding documents		4		8	8				20	\$ 1,377	\$ 120		\$ 2,037.78	\$ 513	\$ 4,048	
									-	\$ -			\$ -	\$ -	\$ -	
Bidding Phase																\$ 24,361
Issue bidding documents planholders		2		4	4				10	\$ 689	\$ 320		\$ 1,018.89	\$ 294	\$ 2,322	

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Elect	I&C	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG IV								
Prepare for & attend Pre-Bid Conference		4		6					10	\$ 740	\$ 350		\$ 1,094.67	\$ 317	\$ 2,501	
Respond to bidders' questions		2	2	2	2	2	2		14	\$ 1,044	\$ 45		\$ 1,544.26	\$ 382	\$ 3,015	
Prepare & issue addenda		1		2	2	2	2		11	\$ 761	\$ 45		\$ 1,125.29	\$ 280	\$ 2,211	
Attend Bid Opening & evaluate bids		4		8					12	\$ 867	\$ 250		\$ 1,283.29	\$ 348	\$ 2,749	
Assemble Notice of Award & Proceed		1		2					3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Print Executed Copies & Owner copy		2		4					6	\$ 434	\$ 60		\$ 641.65	\$ 165	\$ 1,300	
Letter of award recommendation		1		2					3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Compile conformance project manual copies for City		4	4	4	8				20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	
Compile conformance project drawing copies for City		4	4	4	8				20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	
Total	-	155	140	524	284	114	184	136	1,705	\$ 121,461	\$ 6,165	\$ -	\$ 179,689	\$ 44,561	\$ 351,875	\$ 351,875
Total Direct Labor Dollars by Staff		\$ 13,851	\$ 13,569	\$ 33,405	\$ 18,105	\$ 7,909	\$ 12,766	\$ 10,200								TOTAL \$ 351,880

Estimated Construction Cost = \$ 10,335,600

Engineering as Percent of Construction = 3.40%

Distribution Master Plan
Project 4 – 36-inch distribution main to Fort Jesse Road
City of Bloomington, Illinois
2023 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate **1.4794** **14.500%**

PM QC Civil Modeling

Task Description	Sheet Count	ENG VIII	ENG VIII	ENG IV	ENG V	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Project Management													\$ 44,143
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		24		48	24	96	\$ 6,870			\$ 10,163.12	\$ 2,470	\$ 19,503	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		8	4	20	\$ 1,502			\$ 2,222.65	\$ 540	\$ 4,265	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		36		36	24	96	\$ 7,177			\$ 10,617.77	\$ 2,580	\$ 20,375	
Final Design Phase													\$ 839,325
Kick-off Site Visit						-	\$ -			\$ -	\$ -	\$ -	
Geotech. Report						-	\$ -			\$ -	\$ -	\$ -	
Topographic Survey - Additional Survey for Field Pickups		24	24	120	24	192	\$ 13,786	\$ 5,500	\$ 80,000	\$ 20,394.77	\$ 5,754	\$ 125,434	
WaterGems Modeling						-	\$ -			\$ -	\$ -	\$ -	
Utility Coordination						-	\$ -			\$ -	\$ -	\$ -	
Preliminary Design Memo						-	\$ -			\$ -	\$ -	\$ -	
Preliminary Layout preparation, including coord. meetings						-	\$ -			\$ -	\$ -	\$ -	
Field verify piping locations vs. "As-Builts"						-	\$ -			\$ -	\$ -	\$ -	
Review Preliminary Layout Drawings with City						-	\$ -			\$ -	\$ -	\$ -	
Compile Final Layouts		72	120	620	80	892	\$ 63,140	\$ 540		\$ 93,408.90	\$ 22,778	\$ 179,866	
Finalize Motor List & One Line Diagrams						-	\$ -			\$ -	\$ -	\$ -	
Prepare Final Layouts Phase Cost Opinion		24	48	80	4	156	\$ 12,174	\$ 460		\$ 18,010.69	\$ 4,444	\$ 35,089	
Review Final Layout Drawings with City		16	16	72	12	116	\$ 8,403	\$ 500		\$ 12,431.46	\$ 3,094	\$ 24,428	
Prepare Final Contract Documents to 95% completion level		120	120	890	80	1,210	\$ 84,642	\$ 7,500		\$ 125,218.64	\$ 31,517	\$ 248,877	
Internal QA-QC review and incorporation		60	120	490	120	790	\$ 56,555	\$ 1,400		\$ 83,667.61	\$ 20,535	\$ 162,158	
Update Cost Opinion		24	32	80	12	148	\$ 11,179	\$ 275		\$ 16,537.68	\$ 4,059	\$ 32,050	
Review 95% complete Drawings w/ City + incorp. comments		16		24	24	64	\$ 4,625	\$ 1,300		\$ 6,842.05	\$ 1,851	\$ 14,618	
Provide IEPA-permit documents to City		16	8	32		56	\$ 4,245	\$ 1,200		\$ 6,280.23	\$ 1,700	\$ 13,426	
IEPA permit approval of bidding documents		4		8		12	\$ 867	\$ 800		\$ 1,283.29	\$ 428	\$ 3,379	
						-	\$ -			\$ -	\$ -	\$ -	

Task Description	Sheet Count	PM	QC	Civil	Modeling	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG V								
Bidding Phase													\$ 25,155
Issue bidding documents planholders		2		8		10	\$ 689	\$ 200		\$ 1,018.89	\$ 277	\$ 2,184	
Prepare for & attend Pre-Bid Conference		4		12		16	\$ 1,122	\$ 350		\$ 1,660.54	\$ 454	\$ 3,587	
Respond to bidders' questions		2	2	16		20	\$ 1,393	\$ 45		\$ 2,060.15	\$ 507	\$ 4,005	
Prepare & issue addenda		4		16		20	\$ 1,377	\$ 45		\$ 2,037.78	\$ 502	\$ 3,962	
Attend Bid Opening & evaluate bids		4		8		12	\$ 867	\$ 250		\$ 1,283.29	\$ 348	\$ 2,749	
Assemble Notice of Award & Proceed		1		2		3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Print Executed Copies & Owner copy		2		4		6	\$ 434	\$ 60		\$ 641.65	\$ 165	\$ 1,300	
Letter of award recommendation		1		2		3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Compile conformance project manual copies for City		4	4	4		12	\$ 1,000	\$ 200		\$ 1,479.58	\$ 389	\$ 3,068	
Compile conformance project drawing copies for City		4	4	4		12	\$ 1,000	\$ 200		\$ 1,479.58	\$ 389	\$ 3,068	
Total	-	472	498	2,584	408	3,962	\$ 283,481	\$ 20,825	\$ 80,000	\$ 419,382	\$ 104,935	\$ 908,623	\$ 908,623
Total Direct Labor Dollars by Staff		\$ 42,178	\$ 48,266	\$ 164,730	\$ 28,307							TOTAL	\$ 908,700

Estimated Construction Cost = \$ 21,027,600

Engineering as Percent of Construction = 4.32%

**Distribution Master Plan
Project 7 – Repurposing the Division Street Pump Station as booster pump station
City of Bloomington, Illinois
2023 Fee Estimate Summary
Donohue & Associates**

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII		ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III								
Project Management																			\$ 28,487
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		4		16		4						24	\$ 1,655			\$ 2,448.35	\$ 595	\$ 4,698	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		12		8						28	\$ 2,035			\$ 3,010.46	\$ 732	\$ 5,777	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		36		36		12						84	\$ 6,345			\$ 9,386.08	\$ 2,281	\$ 18,012	
Final Design Phase																			\$ 253,085
Kick-off Site Visit												-	\$ -			\$ -	\$ -	\$ -	
Geotech. Report												-	\$ -			\$ -	\$ -	\$ -	
Topographic Survey - Additional survey and field pick up		4	8	24	12			8				56	\$ 3,983	\$ 2,500	\$ 15,000	\$ 5,892.21	\$ 1,794	\$ 29,169	
WaterGems Modeling												-	\$ -			\$ -	\$ -	\$ -	
Utility Coordination												-	\$ -			\$ -	\$ -	\$ -	
Preliminary Design Memo												-	\$ -			\$ -	\$ -	\$ -	
Preliminary Layout preparation, including coord. meetings												-	\$ -			\$ -	\$ -	\$ -	
Field verify piping locations vs. "As-Builts"												-	\$ -			\$ -	\$ -	\$ -	
Review Preliminary Layout Drawings with City												-	\$ -			\$ -	\$ -	\$ -	
Compile Final Layouts		8	8	32	48	12	8	8	8	8		140	\$ 9,583	\$ 300		\$ 14,176.91	\$ 3,489	\$ 27,548	
Finalize Motor List & One Line Diagrams		8	8	4	16			16	16	8		76	\$ 5,525			\$ 8,174.16	\$ 1,986	\$ 15,686	
Prepare Final Layouts Phase Cost Opinion		4	4	8	16		8	12	8	8		68	\$ 4,713			\$ 6,972.00	\$ 1,694	\$ 13,379	
Review Final Layout Drawings with City		8		24	16							48	\$ 3,265	\$ 400		\$ 4,830.06	\$ 1,232	\$ 9,727	
Prepare Final Contract Documents to 95% completion level		16	32	90	120	12	60	24	16	24		394	\$ 27,129	\$ 300		\$ 40,134.91	\$ 9,797	\$ 77,361	
Internal QA-QC review and incorporation		8	24	16	80	8	16	24	18	12		206	\$ 14,516	\$ 300		\$ 21,475.27	\$ 5,262	\$ 41,554	
Update Cost Opinion		8	8	8	8		4	4	4	4		48	\$ 3,590	\$ 100		\$ 5,311.46	\$ 1,305	\$ 10,307	
Review 95% complete Drawings w/ City + incorp. comments		8		12	12	8	8	12	8	8		76	\$ 5,238	\$ 300		\$ 7,748.39	\$ 1,926	\$ 15,212	
Provide IEPA-permit documents to City		8	4	16	16							44	\$ 3,143	\$ 150		\$ 4,649.10	\$ 1,152	\$ 9,093	
IEPA permit approval of bidding documents		4		8	8							20	\$ 1,377	\$ 120		\$ 2,037.78	\$ 513	\$ 4,048	
												-	\$ -			\$ -	\$ -	\$ -	
Bidding Phase																			\$ 26,353
Issue bidding documents planholders		2		4	4							10	\$ 689	\$ 200		\$ 1,018.89	\$ 277	\$ 2,184	
Prepare for & attend Pre-Bid Conference		4		6								10	\$ 740	\$ 350		\$ 1,094.67	\$ 317	\$ 2,501	
Respond to bidders' questions		2	2	2	2	2	2	2	2	2	2	20	\$ 1,419	\$ 45		\$ 2,099.03	\$ 517	\$ 4,079	
Prepare & issue addenda		1		2	2	2	2	2	2	2	2	17	\$ 1,136	\$ 45		\$ 1,680.07	\$ 415	\$ 3,276	
Attend Bid Opening & evaluate bids		4		8								12	\$ 867	\$ 250		\$ 1,283.29	\$ 348	\$ 2,749	
Assemble Notice of Award & Proceed		1		2								3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Print Executed Copies & Owner copy		2		4								6	\$ 434	\$ 60		\$ 641.65	\$ 165	\$ 1,300	
Letter of award recommendation		1		2								3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Compile conformance project manual copies for City		4	4	4	8							20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	
Compile conformance project drawing copies for City		4	4	4	8							20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII		ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III								
Total	-	157	106	344	376	68	108	112	82	76	4	1,433	\$ 100,834	\$ 5,820	\$ 15,000	\$ 149,175	\$ 37,095	\$ 307,924	\$ 307,924
Total Direct Labor Dollars by Staff		\$ 14,030	\$ 10,274	\$ 21,930	\$ 23,970	\$ 4,718	\$ 7,493	\$ 7,771	\$ 6,150	\$ 4,275	\$ 225							TOTAL	\$ 308,000

Estimated Construction Cost = \$ 4,779,000

Engineering as Percent of Construction =	6.44%
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**Distribution Master Plan
Project 8 – Repurposing the South Main Street Pump Station as booster pump station
City of Bloomington, Illinois
2023 Fee Estimate Summary
Donohue & Associates**

IDOT OH Rate 1.4794 14.500%

PM QC Civil Proc Modeling Struct Elect I&C Mech Arch

Task Description	Sheet Count	ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Project Management																			\$ 16,656
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		4		4	8	4						20	\$ 1,400			\$ 2,071.10	\$ 503	\$ 3,974	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		6		8		6						20	\$ 1,462			\$ 2,163.53	\$ 526	\$ 4,152	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		16		16		8						40	\$ 3,005			\$ 4,445.30	\$ 1,080	\$ 8,530	
Final Design Phase																			\$ 130,151
Kick-off Site Visit												-	\$ -			\$ -	\$ -	\$ -	
Geotech. Report												-	\$ -			\$ -	\$ -	\$ -	
Topographic Survey												-	\$ -			\$ -	\$ -	\$ -	
WaterGems Modeling		4	4			16						24	\$ 1,855			\$ 2,744.58	\$ 667	\$ 5,267	
Utility Coordination												-	\$ -			\$ -	\$ -	\$ -	
Preliminary Design Memo												-	\$ -			\$ -	\$ -	\$ -	
Preliminary Layout preparation, including coord. meetings												-	\$ -			\$ -	\$ -	\$ -	
Field verify piping locations vs. "As-Builts"												-	\$ -			\$ -	\$ -	\$ -	
Review Preliminary Layout Drawings with City												-	\$ -			\$ -	\$ -	\$ -	
Compile Final Layouts		8	8	8	16	12	8	8	8			76	\$ 5,563	\$ 200		\$ 8,229.72	\$ 2,029	\$ 16,022	
Finalize Motor List & One Line Diagrams		8	8	4	8			16	16			60	\$ 4,565			\$ 6,753.93	\$ 1,641	\$ 12,961	
Prepare Final Layouts Phase Cost Opinion		4	4	8	8		8	12	8			52	\$ 3,753			\$ 5,551.77	\$ 1,349	\$ 10,654	
Review Final Layout Drawings with City		8		8	16							32	\$ 2,245	\$ 200		\$ 3,321.08	\$ 836	\$ 6,602	
Prepare Final Contract Documents to 95% completion level		16	12	8	50	2	18	16	16			138	\$ 9,988	\$ 300		\$ 14,776.22	\$ 3,634	\$ 28,699	
Internal QA-QC review and incorporation		8	12	8	24		8	16	18			94	\$ 6,933	\$ 200		\$ 10,256.74	\$ 2,522	\$ 19,911	
Update Cost Opinion		8	6	8	7		4	4	4			41	\$ 3,108	\$ 100		\$ 4,597.52	\$ 1,132	\$ 8,937	
Review 95% complete Drawings w/ City + incorp. comments		8		8	8		8	12	8			52	\$ 3,722	\$ 250		\$ 5,507.04	\$ 1,375	\$ 10,854	
Provide IEPA-permit documents to City		8	4	8	8							28	\$ 2,123	\$ 150		\$ 3,140.12	\$ 785	\$ 6,198	
IEPA permit approval of bidding documents		4		8	8							20	\$ 1,377	\$ 120		\$ 2,037.78	\$ 513	\$ 4,048	
												-	\$ -			\$ -	\$ -	\$ -	
Bidding Phase																			\$ 22,189
Issue bidding documents planholders		2		4	4							10	\$ 689	\$ 200		\$ 1,018.89	\$ 277	\$ 2,184	
Prepare for & attend Pre-Bid Conference		4		4								8	\$ 612	\$ 290		\$ 906.04	\$ 262	\$ 2,071	
Respond to bidders' questions		2	2	2	2			2				10	\$ 766	\$ 25		\$ 1,133.69	\$ 279	\$ 2,204	
Prepare & issue addenda		1		2	2			2				7	\$ 483	\$ 45		\$ 714.73	\$ 180	\$ 1,423	
Attend Bid Opening & evaluate bids		4		8								12	\$ 867	\$ 250		\$ 1,283.29	\$ 348	\$ 2,749	
Assemble Notice of Award & Proceed		1		2								3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Print Executed Copies & Owner copy		2		4								6	\$ 434	\$ 55		\$ 641.65	\$ 164	\$ 1,294	
Letter of award recommendation		1		2								3	\$ 217			\$ 320.82	\$ 78	\$ 616	
Compile conformance project manual copies for City		4	4	4	8							20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	
Compile conformance project drawing copies for City		4	4	4	8							20	\$ 1,510	\$ 200		\$ 2,234.07	\$ 572	\$ 4,516	

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III								
Total	-	135	68	140	185	48	54	88	78	-	-	796	\$ 58,405	\$ 2,785	\$ -	\$ 86,405	\$ 21,401	\$ 168,996	\$ 168,996
Total Direct Labor Dollars by Staff		\$ 12,064	\$ 6,591	\$ 8,925	\$ 11,794	\$ 3,330	\$ 3,747	\$ 6,105	\$ 5,850	\$ -	\$ -							TOTAL	\$ 169,000

Estimated Construction Cost = \$ 3,807,000

Engineering as Percent of Construction =	4.44%
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CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution providing for the City to petition to Annex White Oak Park into the Bloomington Normal Water Reclamation District , as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Resolution be Approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND:

The Bloomington Normal Water Reclamation District (BNWRD) is a unit of local government established under the Sanitary District Act of 1917 (the Act) it provides sanitary sewer services in the Bloomington Normal area. BNWRD is prohibited by law from providing services to properties not within its corporate limits. Recently, it was discovered that there is no record indicating that White Oak Park has been annexed into the BNWRD. The bathroom facilities at the Park receive sanitary sewer service from the BNWRD. In order to continue to receive this service, City is requesting that the Council allow this Resolution authorizing the City to Petition to annex White Oak Park into the BNWRD.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

If approved, the City will incur a \$600.00 cost of filing the petition. This will be paid out of the Legal-Other Purchased Services account (10011710-70690). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 177.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Kierra Pumphrey, Paralegal

ATTACHMENTS:

[LGL 1B Resolution](#)

RESOLUTION NO. 2023 - _____

A RESOLUTION PROVIDING FOR THE CITY TO PETITION TO ANNEX WHITE OAK PARK INTO THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT

WHEREAS, the Bloomington Normal Water Reclamation District (BNWRD) is a unit of local government established under the Sanitary District Act of 1917 (the Act) that provides sanitary sewer services in the Bloomington Normal area; and,

WHEREAS, the BNWRD is prohibited by law from providing services to properties not within its corporate limits; and,

WHEREAS, there is no record that White Oak Park has been annexed into the BNWRD; and,

WHEREAS, the bathroom facilities at the Park receive sanitary sewer service from the BNWRD; and,

WHEREAS, it will benefit the public health for the City to petition to annex White Oak Park into the BNWRD so that the facilities at the Park can continue to be connected to the BNWRD sanitary sewer system.

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

Section 1. That the recitals set forth above are incorporated into this Resolution as though fully set forth herein.

Section 2. That the Mayor and City Clerk are hereby authorized to execute the documents necessary for the City to Petition to Annex White Oak Park into the BNWRD.

Section 3. That the cost of said annexation petition shall be paid by the City's general fund.

PASSED this 27th day of November 2023.

APPROVED this ____ day of November 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: Ward 6 and Ward 7

SUBJECT: Consideration and Action on a Resolution Authorizing the Closure of State Highway Business 51 for the Jaycees Holiday Parade on December 2, 2023, at 10 a.m., as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: The Bloomington Normal Jaycees organize and implement their annual Holiday Parade, utilizing Business 51, a State Highway. The parade route connects the Twin Cities in a joint holiday celebration. For the safety of all participants, the Illinois Department of Transportation (IDOT) requires a resolution to be passed by City Council to allow Business 51 to be closed from Division Street to Locust Street. The City takes on various mandated responsibilities as a result of the resolution, and the Jaycees are required to carry insurance and indemnify the City. The parade concludes on Center Street in Downtown Bloomington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington-Normal Jaycees have sponsored this event for several years and use it as the kickoff to the holiday season.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Catherine Dunlap, Grant Specialist

ATTACHMENTS:

[ECD 1B Resolution](#)

[ECD 1C Draft Permit](#)

[ECD 1D Map](#)

RESOLUTION NO. 2023 - _____

A RESOLUTION ALLOWING THE CLOSURE OF STATE HIGHWAY BUSINESS 51 FOR THE JAYCEES HOLIDAY PARADE ON DECEMBER 2, 2023, AT 10 A.M.

WHEREAS, the Bloomington-Normal Jaycees are sponsoring a Holiday parade in the City of Bloomington, IL which constitutes a public purpose; and

WHEREAS, this parade will require the temporary closure of Business 51 southbound (Center Street), a State Highway in the City of Bloomington, IL from Division Street to Locust Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes; and

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

Section 1. By the City Council of the City of Bloomington, IL that permission to close Business 51 Southbound from Division Street to Locust Street as above designated, be requested of the Illinois Department of Transportation:

Section 2. This closure shall occur during the approximate time period between 10:00 A.M. and 11:30 A.M. on Saturday, December 2, 2023. The rain/weather date will be December 9, 2023, during the approximate time period between 10:00 a.m. and 11:30 a.m.; and

Section 3. Traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department, and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows south on Linden St. to Empire St., west on Empire St. to Clinton St., south on Clinton St. to Oakland Ave., west on Oakland Ave. to Center St., south on Center St; and

Section 4. The City of Bloomington assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect; and

Section 5. Police officers or authorized flaggers shall at the expense of the City of Bloomington be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour; and

Section 6. Police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned; and

Section 7. All debris shall be removed by the City of Bloomington prior to reopening the State Highway Business 51; and

Section 8. Such signs, flags, barricades, etc., shall be used by the City of Bloomington as may

be approved by the Illinois Department of Transportation. These items shall be provided by the City of Bloomington, IL; and

Section 9. The closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices; and

Section 10. An occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above; and

Section 11. To the fullest extent permitted by law, the City of Bloomington shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees, and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Bloomington regardless of whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of the Department or its officers, employees, or agents; and

Section 12. The Bloomington-Normal Jaycees shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed; and

Section 13. A copy of this Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

PASSED this 27th day of November 2023.

APPROVED this ____ day of November 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

SPECIAL EVENT PERMIT

BLOOMINGTON-NORMAL JAYCEES ANNUAL HOLIDAY PARADE

DATE: DECEMBER 2, 2022

TIME: 8:30 AM TO 12:30 PM

Date Prepared: November 4, 2023

SPONSORING ORGANIZATION(S): Bloomington/Normal Jaycees

CONTACT PERSON: Lauren Sheffey

PHONE: (815)821-3590

EMAIL: bnjcholidayparade@gmail.com

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: The parade will start in Normal at 10:00 am at the Kingsley Junior High School parking lot and proceed south on Kingsley/Center St. through Normal and into Bloomington. The parade will proceed on Center St. where Route 51 curves around to Madison St. The parade will disperse at Jefferson St. in Downtown Bloomington using Center St. (south) and Jefferson St. (west). Washington St. will remain open. This will require a detour for Route 51.

DETOUR:

Detour for Route 51 southbound will be set up as follows: In Normal, detour Main St. at College Ave. east to Linden St. In the City of Bloomington, the detour continues south on Linden St. to Empire St., west on Empire St. to Clinton St., south on Clinton St. to Oakland Ave., west on Oakland Ave. to Center St., south on Center St.

Detour signs:

Intersection of Linden St. and Emerson St. – Straight arrow.

Intersection of Linden St. and Empire St. – Right arrow, (turn west).

Intersection of Empire St. and Clinton St. – Left arrow (turn south).

Intersection of Clinton St. and Locust St. – Straight arrow.

Intersection of Clinton St. and Washington St. – Straight arrow.

Intersection of Clinton St. and Oakland Ave. – Right arrow (turn west).

Intersection of Oakland Ave. and Gridley St. – Straight arrow.

Intersection of Oakland Ave. and Main St. – Straight arrow.

Intersection of Oakland Ave. and Center St. – Left arrow (turn south)

SPECIAL EVENT PERMIT

TRAFFIC RESTRICTIONS: Parking must be prohibited on Linden St. between Emerson St. and Empire St. due to street width of twenty-six feet, (26'). Parking will also be prohibited on Center St. between Mulberry St. and Washington St. and Jefferson St. between Madison St. and East St. No parking signs must be placed no later than 10 p.m. on Thursday, November 30.

Parade route signage:

Intersection of Division St. and Lee St. – Road closed ahead sign.

Intersection of Division St. and Roosevelt St. – Road Closed with barricades

Intersection of Division St. and Madison St. – Large cone east of Madison.

Intersection of Division St. and Center St. - Two (2) large cones, one (1) located east and west of Center St.

Intersection of Division St. and Main St. – Road Closed sign with large cone located west of Main, and large cone with barricade northwest bound lane.

Intersection of Roosevelt Ave. and Kelsey St. – Road Closed sign and large cone located east of Roosevelt.

Intersection of Roosevelt Ave. and Seminary Ave. – Road Closed sign and large cone located east of Roosevelt.

Intersection of Madison St. and Union St. – Road Closed sign and large cone located east of Madison.

Intersection of Madison St. and Graham St. – Road Closed sign and large cone located east of Madison.

Intersection of Madison St. and Scott St. – Road Closed sign and large cone located east of Madison.

Intersection of Madison St. and Walnut St. – Road closed sign and large cone located east of Madison.

Intersection of Madison St. and Chestnut St. – Road closed sign and barricade located east of Madison.

Intersection of Madison St. and Chestnut St. – Road closed ahead sign located west of Madison.

Intersection – Y split Madison St. and Center St. – Large cone on Madison St. south of Locust St.

Intersection of Madison St. and Monroe St. – Road closed sign and large cone located east of Madison.

Intersection of Madison St. and Jefferson – Large cone located east of Madison.

SPECIAL EVENT PERMIT

Intersection of Center St. and Kelsey St. – a small cone.

Intersection of Center St. and Emerson St. – No right turn sign and large cone located west of Center and Police officer and large cone located east of Center.

Intersection of Center St. and Seminary Ave. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Union St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Thompson Ave. – Volunteer and small cone located east of Center.

Intersection of Center St. and Fillmore St. – Volunteer and small cone located east of Center.

Intersection of Center St. and Graham St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Scott St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Empire St. – Police.

Intersection of Center St. and Walnut St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Chestnut St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Locust St. – Police.

Intersection of Center St. and Market St - Police.

Intersection of Main St. and Emerson St. – Left lane closed sign located north of Emerson, left lane transition sign located east of Main.

Intersection of Main St. and Seminary Ave. – Left lane closed sign located north of Seminary, Road closed sign and large cone located west of Main.

Intersection of Main St. and Union St. – Road Closed sign and large cone located west of Main.

Intersection of Main St. and Thompson Ave. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Fillmore St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Graham St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Scott St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Empire St. – Barricade and small cone located west of Main and small cone and barricade located east of Main.

SPECIAL EVENT PERMIT

Intersection of Main St. and Walnut St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Chestnut St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Mulberry St. – Road closed sign and large cone located west of Main, and a large cone located south of Mulberry.

Intersection of Main St. and Monroe St. – Road closed sign and large cone located west of Main.

Intersection of Main St. and Jefferson St. – Large cone located west of Main.

Intersection of Empire St. and Prairie St. – Left lane transition sign located east of Prairie.

Intersection of Empire St. and East St. – Left lane closed sign located east of East.

POLICE: Police will be stationed at the intersections of Center St. & Emerson St., Center St. & Empire St., Center St. & Locust St., and Center St. & Market St. These signaled intersections are along State Routes and main through streets and should not be blocked. All signals including Center St. & Chestnut St. will be put on flash just before the Parade starts.

Town of Normal squad cars will lead the parade. The City of Bloomington will provide either a squad car to lead or follow only.

FIRE DEPARTMENT: The Bloomington Fire Department will provide the Fire truck for Santa. This will alternate with the Town of Normal each year.

PUBLIC WORKS: Public Works will install cones at parking lot driveways for some of the largest businesses, such as Kroger, Thornton's Gas Station, Kibler-Brady-Ruestman Memorial Home, Holy Trinity, and Walgreens to prevent shoppers from entering Center St. Public Works crews will install cones at all intersections.

The street sweeper will go along the parade route after the parade to remove any left-over litter, weather permitting.

AMERICANS WITH DISABILITIES ACT CONSIDERATIONS:

The event organizer will provide reasonable accommodations in making their event accessible to those with disabilities. This includes, but is not limited to; ADA-compliant bathrooms or portapotties, access to food and beverage, designated walkways or aisles of at least five feet in width, allowing service animals, and have access to or provide designated ADA parking. Please adhere to state ADA guidelines, <https://www.illinoisattorneygeneral.gov/rights/disabilityrights.html> Here is an additional resource to aid event organizers ADA accessible, <https://adata.org/guide/planning-guide-making-temporary-events-accessible-people-disabilities>

ORGANIZER WILL DO THE FOLLOWING:

1. Jaycees will inform businesses and residences on Center St and Jefferson Street from Main to the alley past Center of the event at least fourteen days prior to the event and provide notification to the City's Economic Development Division.

SPECIAL EVENT PERMIT

2. Inform the float drivers that they are to drop off their participants starting at Jefferson Street and then move the floats. The floats are not to stop, preventing the remainder of the parade from entering Downtown Bloomington and dispersing. Washington St. is not to be closed or blocked in any way as it is an emergency route.
3. Volunteers will be stationed at the following locations: Center St. & Kelsey St. (1), Center St. & Seminary St. (2), Center St. & Union St. (2), Center St. & Thompson St.(1), Center & Fillmore (1), Center & Graham (2), Center & Scott (2), Center & Walnut (2) and Center & Chestnut (2), Center and Market (2), Center & Monroe (2). They will need to be at these locations at 9:45 am and will need to keep traffic from entering Center during parade.
4. Volunteers will be stationed at the following intersections to move the barricades to allow the parade participants to exit the Downtown as the parade disperses and to keep all other traffic out of this portion of the parade route of Jefferson St. & Main St. (1), Center St. & Washington St. (1), and Jefferson St. & Madison St. (1).
5. If you are using a tent larger than 10'x10', please apply for a tent permit, <https://cityblm.seamlessdocs.com/f/webfencetentapp>
6. Make arrangements with the Economic Development Division to gain access to the power box in the lampposts prior to your event by calling 309-434-2295.
7. The organizer is in charge of all garbage and recycle collection and disposal. Ensure that the streets are returned to the same condition they were in prior to the event.
8. Appoint a designated volunteer or staff person to be in charge of ensuring that barricades remain intact. It is the City's recommendation that barricades not be moved. Only the designated volunteer(s) can move the barricades, if necessary. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade setup. You can make this appointment by calling Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Police, non-emergency 309-820-8888 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or in any way interferes with the setup of barricades, signs, or any other traffic control device set up by City staff except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering with such. There is a fine ranging from \$250-\$500 for illegal moving the barricades or other traffic control devices.
9. The event organizer must post a notice to inform the public and victims of human trafficking of the telephone hotline number of the Human Traffic Resource Center as required by the Human Trafficking Resource Center Notice Act. (775 ILCS 50/1, et seq.) Find helpful models at <https://www.dhs.state.il.us/page.aspx?item=82023>. The notice must be posted in a conspicuous and accessible place in clear view of the public and employees where similar notices are customarily posted. Failure to do so could result in a \$500 fine per violation
10. Candy is not to be thrown from any vehicles into the crowd. Candy may only be handed out from those walking to parade route. Parade Marshals will be stationed in each block to ensure that the parade watchers stay out of the street and to ensure that candy is not thrown from vehicles. Notify all the participants in the parade that no one will be allowed to throw candy from any vehicle. If this Ordinance is violated, they will be asked to exit the parade at the next intersection and will be issued an Ordinance Violation by the Police Dept. (Ordinance 2000-13).

CANCELTION REQUIREMENT:

SPECIAL EVENT PERMIT

If you need to cancel your event and move it to your alternative date of December 10, 2022 because of inclement weather, please call the Bloomington Police non-emergency number at 309-820-8888 by 4:30 p.m. on December 1, 2022.

FOR OFFICE USE ONLY

Notes: _____

DISTRIBUTION LIST	
Tim Gleason, City Manager	Mose Ricky, Public Service
Billy Tyus, Deputy City Manager	Katie Taylor, Parks & Recreation
Jeff Jurgens, Deputy City Manager	Stephanie Stone, Parks & Recreation
Amanda Stutsman, City Clerk Department	Kevin Kothe, Public Works
Ashley Lara, City Clerk Department	Colleen Winterland, Public Service
Katherine Murphy, Communications Director	Craig Shonkwiler, Engineer, Public Works
Shelly Perry, Connect Transit	Darwin Miles, Public Service
Melissa Hon, Economic & Community Development	Jeremy Martinez, Public Works
Hannah Horn, Economic & Community Development	Shannon Prewitt, Public Works
Taylor Kern, Economic & Community Development	Shawn Moore, Public Works
Samantha Mlot, Economic & Community Development	Phil Allyn, Traffic Engineer, Public Works
Chris McAllister, Economic & Community Development	Billy Walden, Public Works
Russ Waller, Facilities	Brett Lueschen, Water Division
Chief Eric West, Fire Department	Lt. Aaron Veerman, Police Dept.
George Boyle, Legal	Asst. Chief Paul Williams, Police Dept.
Linda Foutch, McLean County Health Dept.	Nicole Esterman, Police Dept.
Dave Lamb, Parks & Recreation	Lt. Clayton Arnold, Police Dept.
Jeff Hindman, Parks & Recreation	Anthony Nelson, Arts and Entertainment
Jeremey Meints, Parks & Recreation	

Xmas Parade P1

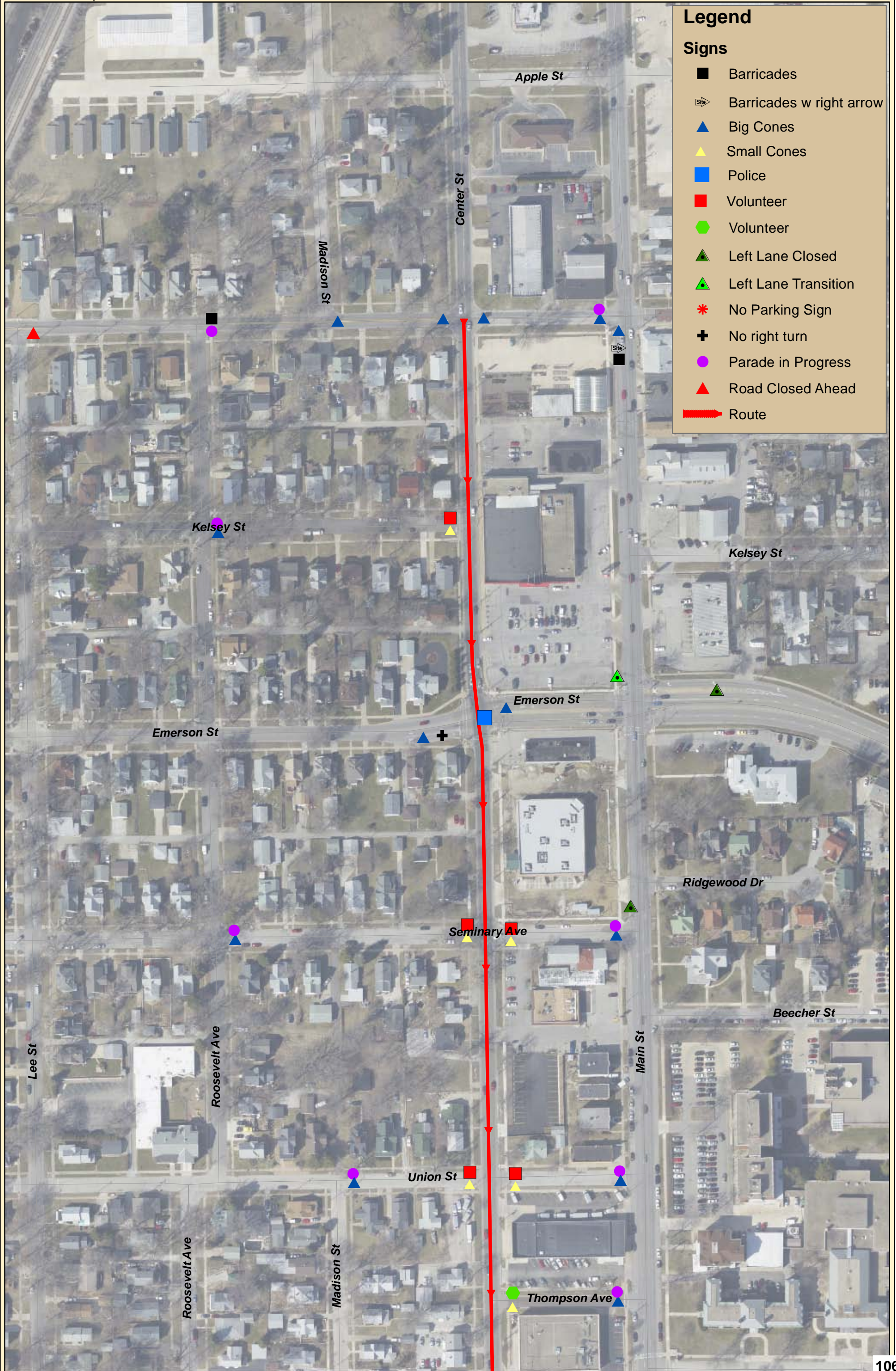


0 75 150 300 Feet

Legend

Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- ◆ Volunteer
- ▲ Left Lane Closed
- ▲ Left Lane Transition
- * No Parking Sign
- ⊕ No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



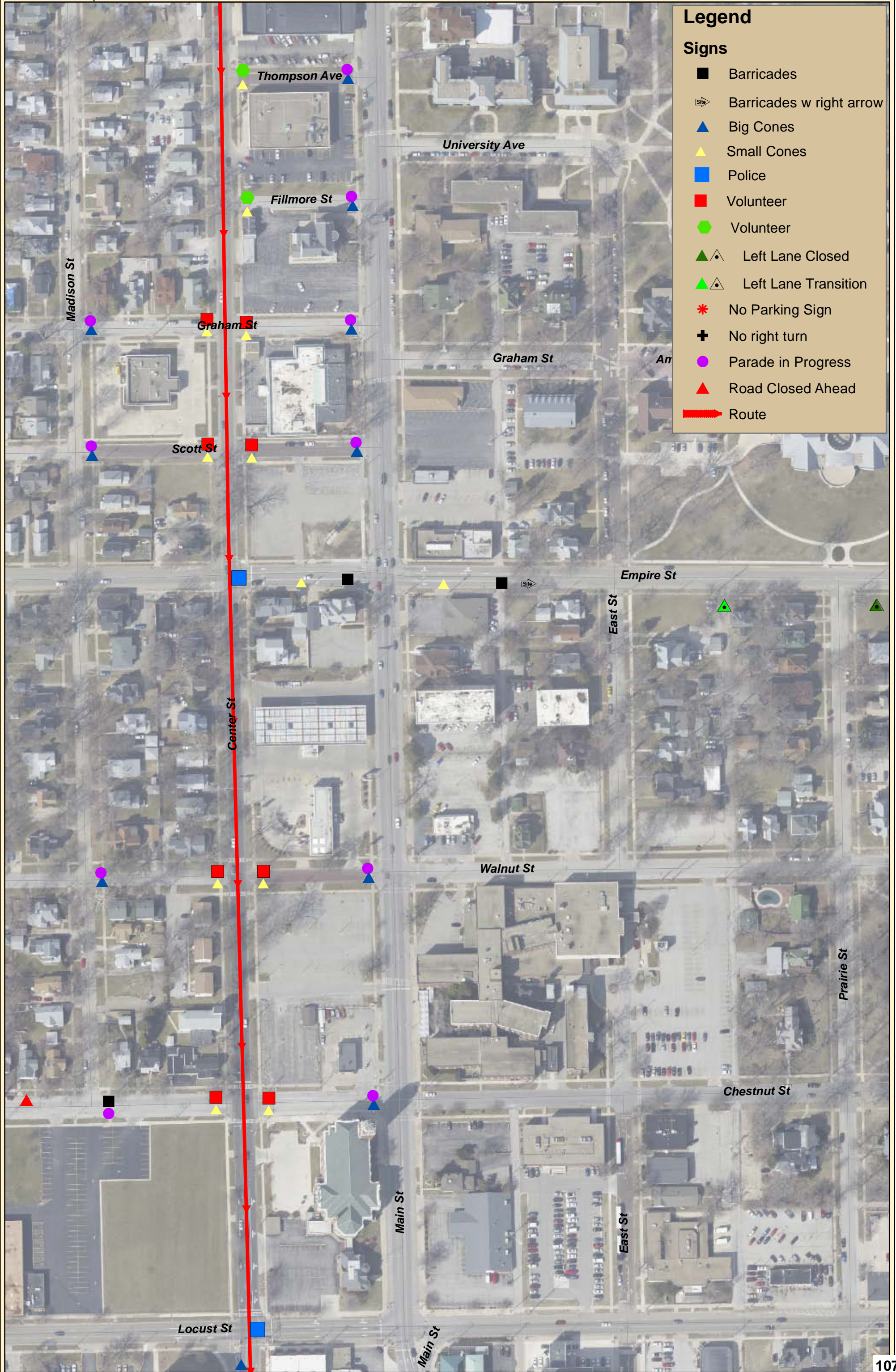
Xmas Parade P2



Legend

Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- ◆ Volunteer
- ▲▲ Left Lane Closed
- ▲▲ Left Lane Transition
- * No Parking Sign
- ⊕ No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



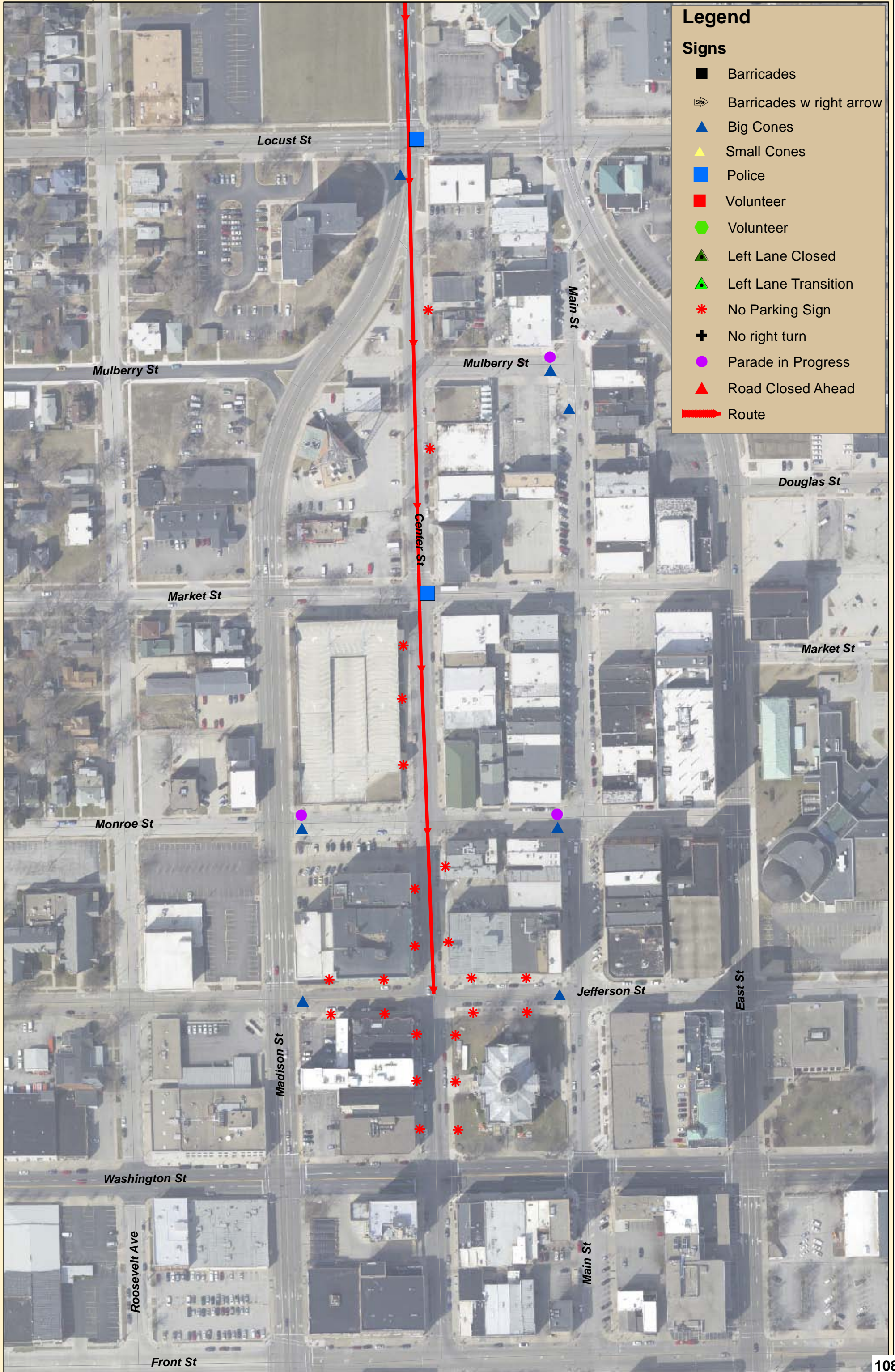
Xmas Parade P3



Legend

Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- ◆ Volunteer
- ▲ Left Lane Closed
- ▲ Left Lane Transition
- * No Parking Sign
- ⊕ No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



Xmas Detour






0 75150 300 Feet





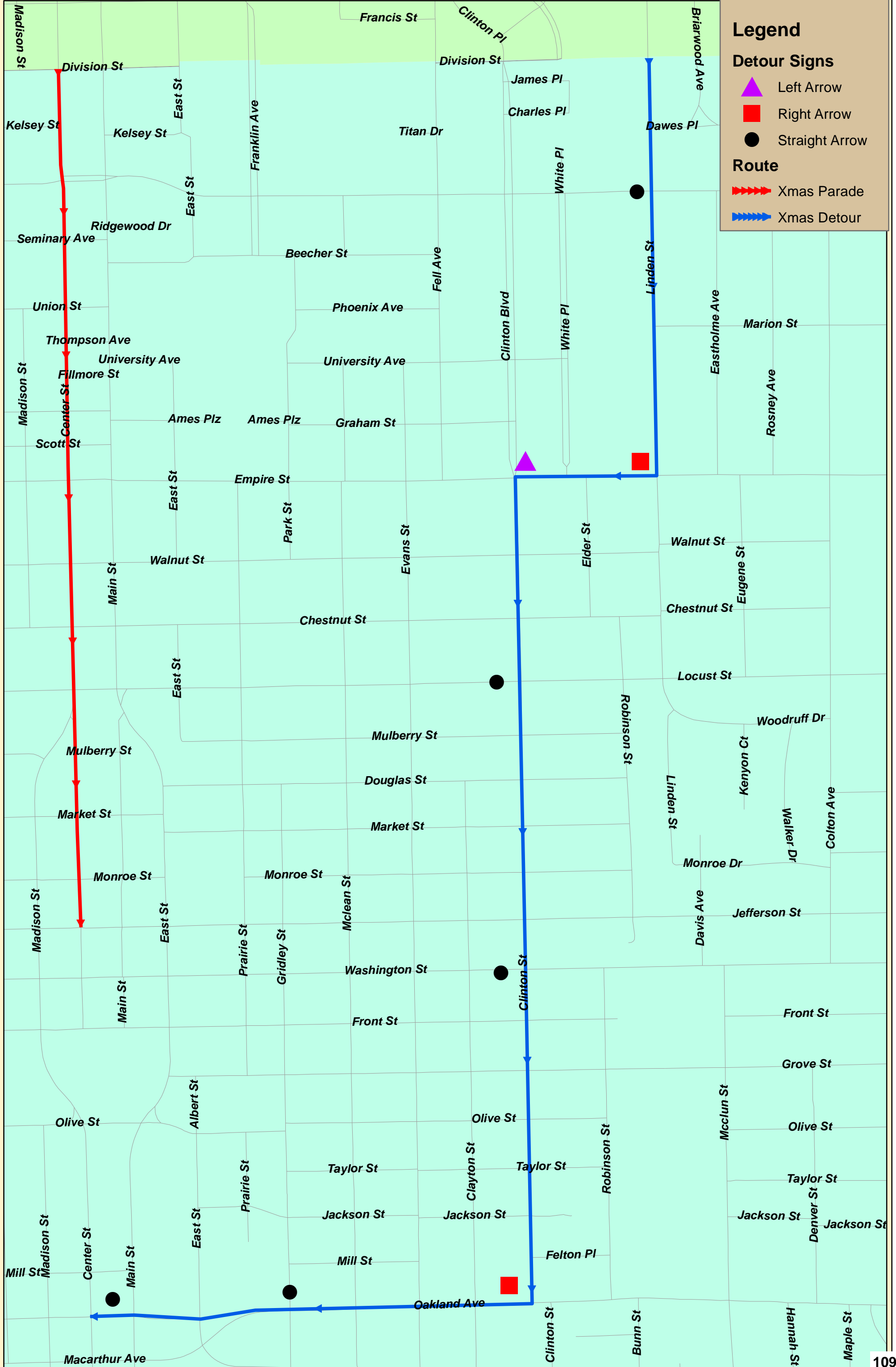
Legend

Detour Signs

-  Left Arrow
-  Right Arrow
-  Straight Arrow

Route

-  Xmas Parade
-  Xmas Detour





CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Ordinance Approving a Zoning Map Amendment from the R-1C (Single-Family Residence) District to the P-2 (Public Lands and Institutions) District, for the Properties Located at 601 N. Western Avenue and 1210 W. Locust Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses
Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: The Applicant seeks approval of a Zoning Map Amendment to make two additional properties, already owned and used by the Western Avenue Community Center, consistent with the zoning and usage of the primary Community Center (CC) property at 600 N. Western Avenue. The change would facilitate expansion of the primary CC site resulting in increased service provision for the community.

Summary of Request:

- The subject properties were purchased in 2021, at the same time as the primary CC parcel which is zoned P-2.
- The subject properties have been tax-exempt since at least 2018, as is the primary CC parcel.
- Should an appropriate public use cease for more than 18 months the property would automatically revert to R-1A (Single-Family Residence) District zoning, which would not be detrimental to surrounding properties (§ 44-705A).
- Site constraints (primarily size and limited availability of on-street parking) limit the potential for any P-2 authorized use not associated with the Community Center.

On Wednesday, November 1, 2023, the Planning Commission held a public hearing and voted 8-0-0 to recommend approval of the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, October 16, 2023. Courtesy notices were mailed to 78 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The proposed Zoning Map Amendment will result in consistency for a

local non-profit property owner, allowing them to make more comprehensive and coordinated use of their properties to serve the local community.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1 (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area), Policies N-1.2b (Continue to implement the West Bloomington Revitalization Strategic Plan adopted in 2010 and utilize it as the framework for the Regeneration area) and N-1.2i (Recognize the importance of programming to create a sense of community within the neighborhoods and support organizations that offer such programs); Goal EDU-2 (Provide life-long skills and learning opportunities for all by investing in excellent schools, colleges and continuous education), Objective EDU-2.3 (Strengthen job training programs for low-skilled workers); and Goal HL-5 (Provide access to healthy foods and promote food security to build community), Objective HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[E&CD 1B Z-13-23 Ordinance](#)

[E&CD 1C Z-13-23 Staff Report](#)

[E&CD 1D 2023-11-01 Draft Planning Commission Minutes](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT TO THE P-2 (PUBLIC LANDS AND INSTITUTIONS) DISTRICT, FOR THE PROPERTIES LOCATED AT 601 N. WESTERN AVENUE AND 1210 W. LOCUST STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a Zoning Map Amendment for the properties located at 601 N. Western Avenue and 1210 W. Locust Street, legally described in Exhibit "A", and hereinafter referred to as "Properties", which is attached hereto and made part hereof by this reference; and

WHEREAS, said application included a Zoning Plat prepared by Crawford, Murphy & Tilly, Inc. on March 14, 2023, depicted in Exhibit "B", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said request; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706 of the Bloomington City Code; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Zoning Map Amendment.

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

Section 1. That the above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. The Council hereby adopts the findings of fact of the Planning Commission and the Zoning Map Amendment for the Properties at 601 N. Western Avenue and 1210 W. Locust Street, legally described in Exhibit "A" and depicted in Exhibit "B", is hereby approved.

Section 3. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 27th day of November 2023.

APPROVED this _____ day of November 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

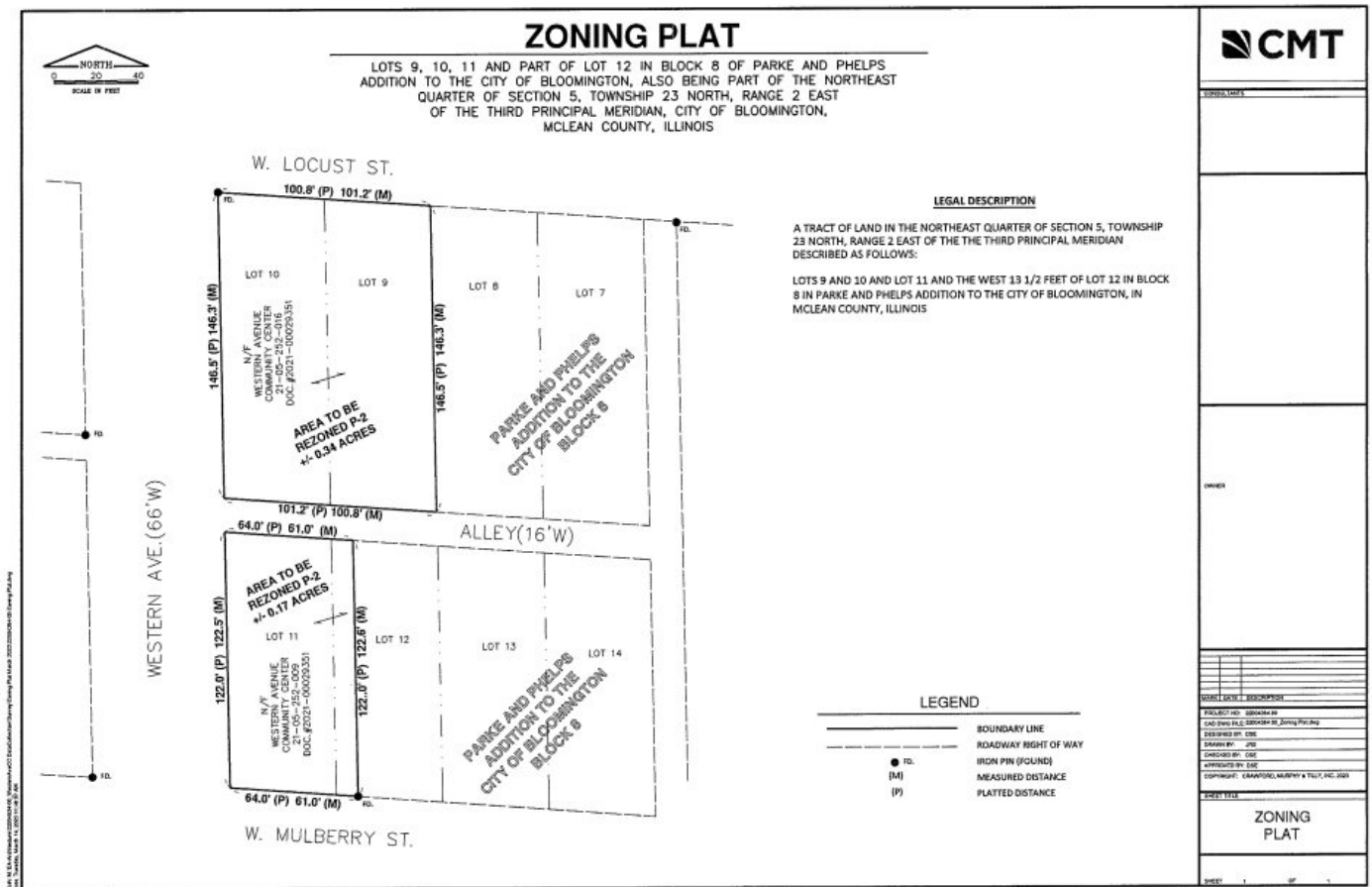
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

601 N. WESTERN AVENUE
LOT 11 AND THE WEST 13 1/2 FEET OF LOT 12 IN BLOCK 8 IN PARKE AND PHELPS ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.
PIN: 21-05-252-009

1210 W. LOCUST STREET
LOTS 9 AND 10 IN BLOCK 8 IN PARKE AND PHELPS ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.
PIN: 21-05-252-016

EXHIBIT B
Zoning Plat





PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: November 1, 2023

CASE NO: Z-13-23, Zoning Map Amendment

REQUEST: Public hearing, review and action on a request submitted by Western Avenue Community Center, for approval of a Zoning Map Amendment from R-1C (Single-Family Residential) District to P-2 (Public Lands and Institutions) District, for the properties located at 601 N. Western Ave. and 1210 W. Locust St. PINs: 21-05-252-009 and 21-05-252-016.

BACKGROUND

Request

The Applicant seeks approval of a Zoning Map Amendment to make two additional properties—already owned and use by the Western Avenue Community Center—consistent with the zoning and usage of the primary Community Center (CC) property at 600 N. Western Avenue.

Property Characteristics

The subject property consists of two parcels that, combined, consist of approximately 0.52 acres at the southeast corner of N. Western Avenue and W. Locust Street in the Park & Phelps Addition to Bloomington. The properties are improved with a playground and accessory parking lot. Both lots, and uses thereon, are currently legal and conforming. The subject properties were purchased by the Applicant in 2021, at the same time as the primary CC parcel which is already zoned P-2. The subject properties have been tax-exempt since at least 2018, as is the primary CC parcel.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, October 16, 2023. Courtesy notices were mailed to 78 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-1C (Single-Family Residence)	Place of Worship
South	R-1C (Single-Family Residence)/M-1 (Restricted Manufacturing)	Single-Family Dwellings/Outdoor Storage/Trade & Construction Services
East	R-1C (Single-Family Residence)	Single-Family Dwellings
West	P-2 (Public Lands & Institutions)	Community Center

ANALYSIS

Comparison of Existing and Proposed Districts

Existing Zoning: R-1C (Single-Family Residence) District

The R-1C Residence District is intended to provide primarily for the establishment of areas of

higher density single-family detached dwelling units while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed. This district may be applied to newly developing areas as well as the older residential areas of the City where larger houses have been or can be converted from single-family to two-family residences to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization (§ 44-401C).

Proposed Zoning: P-2 (Public Lands and Institutions) District

The intent of this P-2 Public Lands and Institutions District is to allow for the establishment and maintenance of public uses, publicly-regulated uses and private uses that display an inherent relationship to the public interest. The creation of such a district shall be provided for parcels of substantial size where such community serving uses are necessary in order that adequate community services may be rendered and where, through proper site selection and planning, such uses are compatible with the surrounding area (§ 44-701B).

Compliance with the Comprehensive Plan

The proposed Zoning Map Amendment contributes to Goal N-1 (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objectives N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area), N-1.2b (Continue to implement the West Bloomington Revitalization Strategic Plan adopted in 2010 and utilize it as the framework for the Regeneration area), and N-1.2i (Recognize the importance of programming to create a sense of community within the neighborhoods and support organizations that offer such programs); EDU-2 (Provide life-long skills and learning opportunities for all by investing in excellent schools, colleges and continuous education), Objective EDU-2.3 (Strengthen job training programs for low-skilled workers); and Goal HL-5. (Provide access to healthy foods and promote food security to build community), Objective HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents).

The 2035 Comprehensive Plan’s Future Land Use map identifies this area as Low Density Residential. The Land Use Priorities map does not identify these properties.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2)(a) and discussed below.

Request for Zoning Map Amendment for R-1C to P-2

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the R-1C (Single-Family Residence) District are residentially oriented and are appropriate near other residential uses in the vicinity; uses supportive of residents are also occasionally appropriate in and near this District. However, the existing neighborhood is structured more like an R-D (Downtown Neighborhood Residence) District neighborhood, given the proximity to commercial and manufacturing uses, as well as interspersed Religious, Institutional, and Recreational uses. In addition, the lots in the area are frequently non-conforming for width, and commonly nonconforming for area as well. The same block as the subject properties also holds six lots with non-conforming widths (1200-1204 W. Locust St., 602 & 604 N. Morris Ave, and 1205 W.

Mulberry St.), four of which also have non-conforming areas (1200-1204 W. Locust St. and 1205 W. Mulberry St.). The appropriateness of the R-1C District is questionable for this area, in general.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The properties are not vacant; they are improved with a Parks and Recreation Use, and accessory parking, which is appropriate for the current or proposed zoning.

3. The suitability of the subject property for uses authorized by the proposed zoning.

The Applicant has been serving the local community for close to 100 years and has been operating in the current location since 1981; the use is already part of the fabric of the neighborhood with no detrimental effects to the surrounding properties or communities. The properties can be appropriately served by water, sewer, and transportation, and an evaluation and accommodation for stormwater detention will be required for any future development that results in site changes.

Should an appropriate public use cease for more than 18 months the property would automatically revert to R-1A (Single-Family Residence) District zoning, which would not be detrimental to the surrounding single-family dwelling properties (§ 44-705A).

4. The existing land uses and zoning of nearby property.

The land uses and zoning of the most proximate properties are low- to moderate-density residential and/or low intensity industrial, interspersed with other similar Institutional and Religious uses.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

The proposed Zoning Map Amendment is a win-win for the Applicant and the public. The intended redevelopment of the playground into additional parking would not be permitted under the current zoning but would facilitate expansion of the primary CC location, resulting in increased service provision for the community. Site constraints (primarily size and limited availability of on-street parking) limit the potential for any P-2 authorized use not associated with the Community Center.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The properties have existing, sufficient frontage on W. Locust Street, N. Western Avenue, and W. Mulberry Street, in addition to access from a rear alley that splits the two properties east-to-west.

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

Any new development will be required to meet any relevant requirements for stormwater management.

8. The extent to which adequate services (including but not limited to fire and police protection,

schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The properties are already served by Bloomington fire and police protection, and BNWRD; they are already exempt under the taxing authorities of CUSD 87, Heartland Community College, Bloomington City Library, so change to public zoning will not negatively impact those entities.

9. The extent to which property values are diminished by the particular zoning restriction.

Property values are unlikely to be diminished by the Map Amendment since the existing use is planned to continue, and a sunset provision exists should it ever cease.

10. Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.

The Comprehensive Plan's Future Land Use map identifies this area as Low Density Residential. The Land Use Priorities map does not identify these properties, as they are already built.

11. Whether the City needs more of the types of uses allowed in the proposed district.

The intent of this P-2 Public Lands and Institutions District is to allow for the establishment and maintenance of public uses, publicly-regulated uses and private uses that display an inherent relationship to the public interest (§ 44-701B).

STAFF RECOMMENDATION

Staff additionally finds that the proposed Zoning Map Amendment *is in the public interest and not solely for the benefit of the applicant*, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

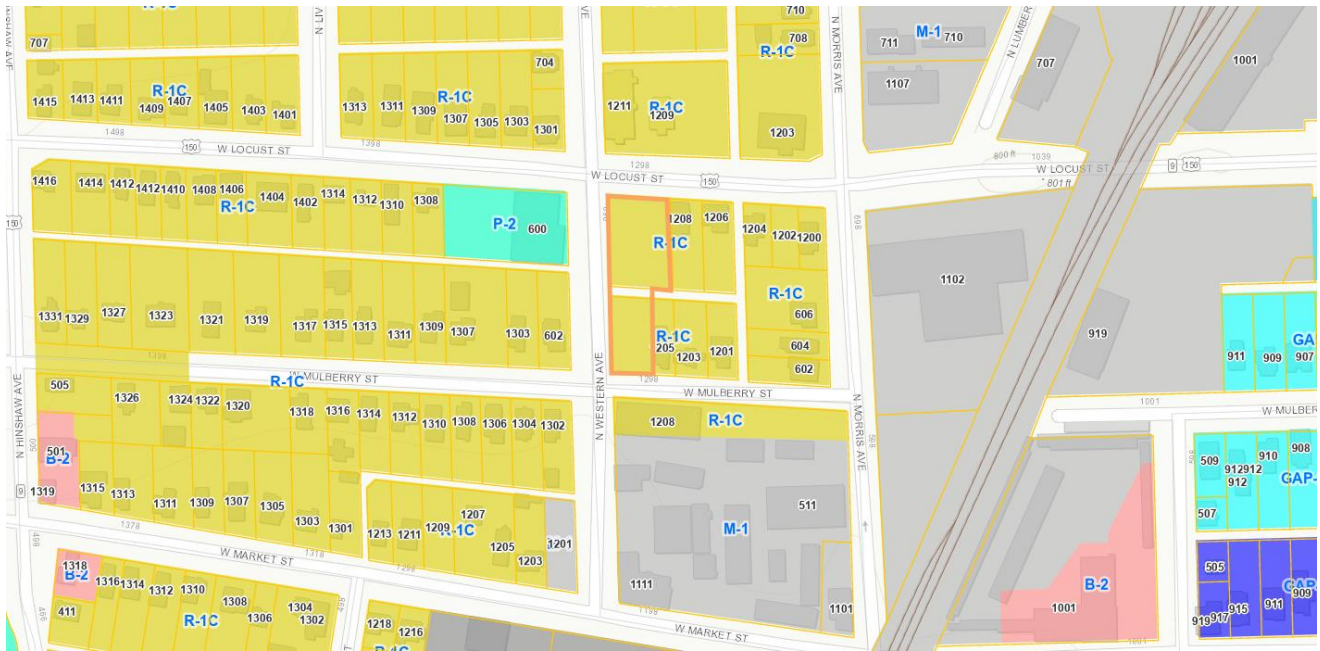
Motion to establish findings of fact that the **proposed Zoning Map Amendment is in the public interest** and not solely for the benefit of the application, **and to recommend approval** of the Zoning Map Amendment to the P-2 (Public Lands and Institutions) District for the subject properties.

Respectfully submitted,
Alissa Pemberton
City Planner

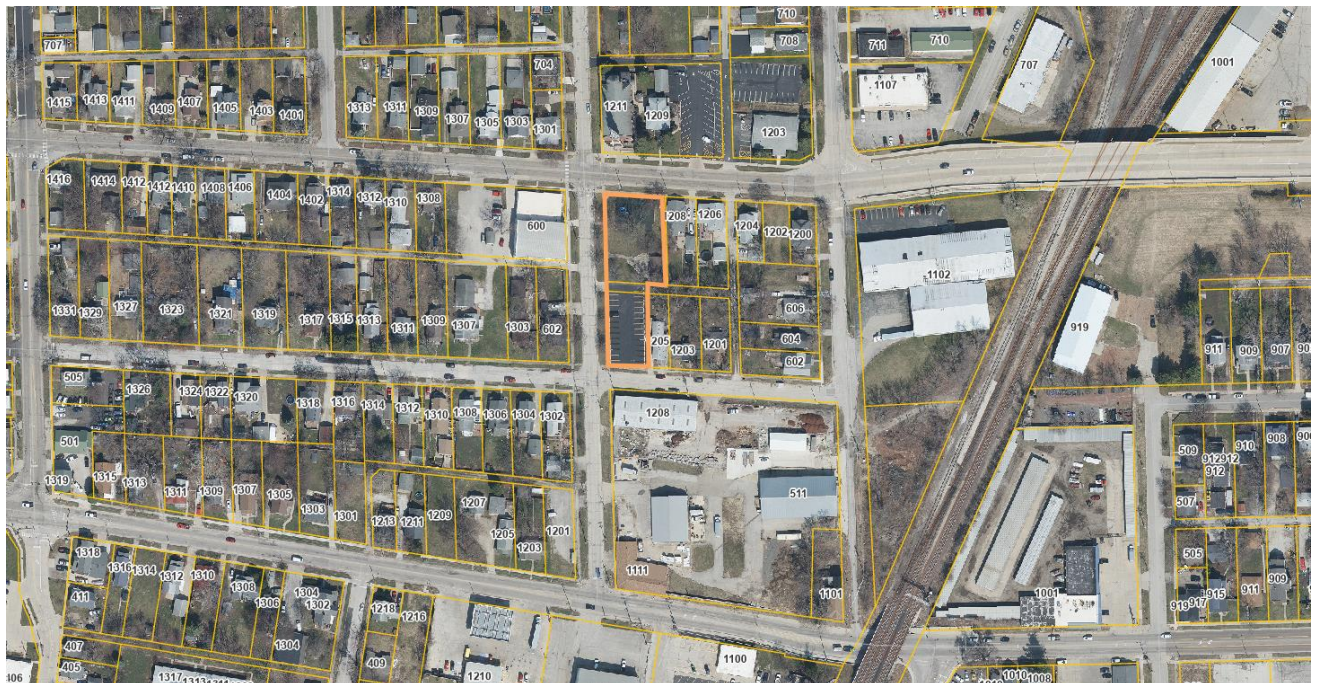
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View(s)
4. Neighborhood notice map

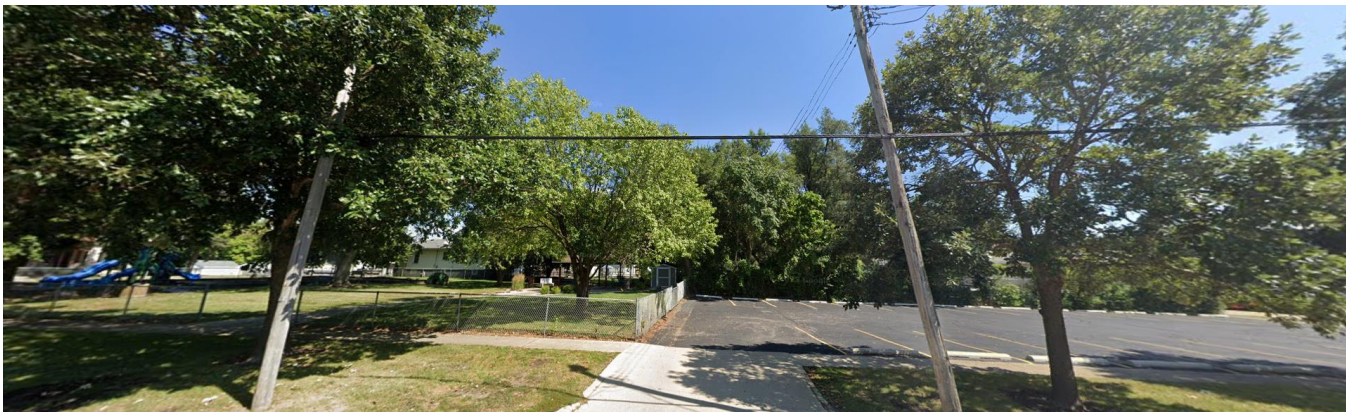
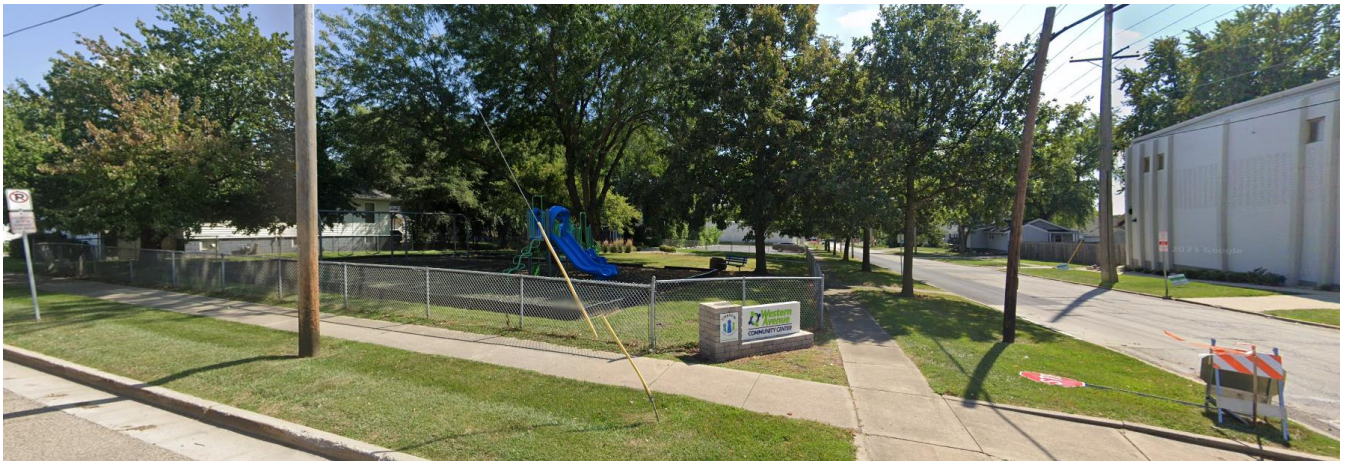
Attachment 1 - Zoning Map



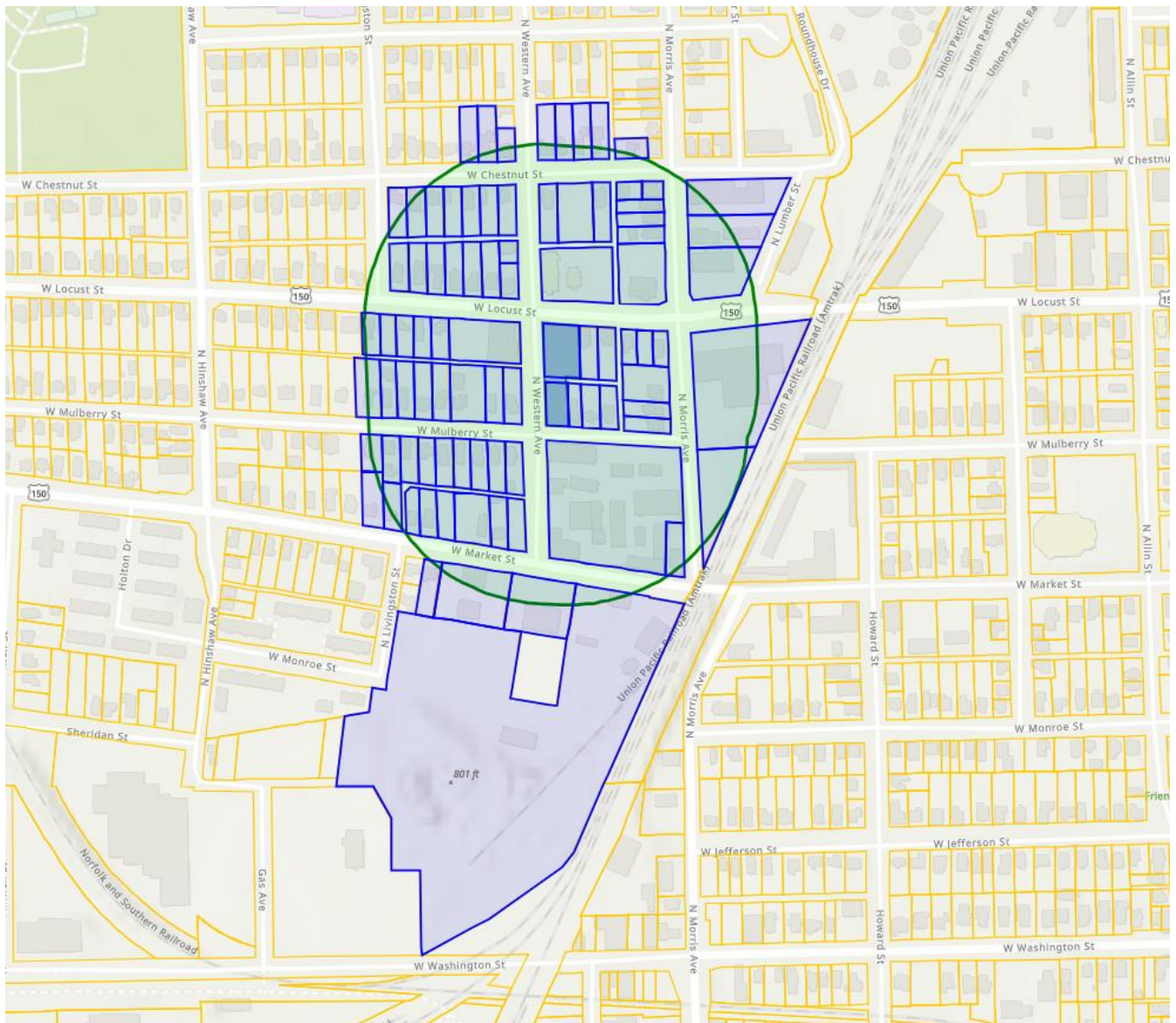
Attachment 2 - Aerial Image



Attachment 3 - Ground-Level View(s)



Attachment 4 - Neighborhood Notice Map



Regular Agenda

The following item was presented:

Item 5.A. Z-13-23 - Public Hearing, review and action on a request submitted by Western Avenue Community Center, for approval of a Zoning Map Amendment from R-1C (Single-Family Residential) District to P -2 (Public Lands and Institutions) District, for the properties located at 601 N. Western Ave. and 1210 W Locust St. PINs: 21-05-252-009 and 21-05-252-016.

Ms. Pemberton presented the Staff Report, with recommendation for approval. She gave a brief history of the site, noting the need for expansion of the community center. She stated the proposed project complies with the Official Comprehensive Plan and meets the Standards for Consideration for Rezoning, as well as being in the public interest and not solely for the benefit of the petitioner.

Commission Chair Boyd asked staff for clarification of existing parking lot and current land uses. Ms. Pemberton clarified that P-2 (Public Lands and Institutions) District is required, because they plan remove the playground, and parking lots are not primary uses are not permitted in R-1C (Single-Family Residential) District.

Commissioner Peradotti expressed concerns about access to recreational facilities with the removal of the playground. Ms. Pemberton stated O'Neil Park is located approximately 3.5 blocks northwest of the subject property, with pedestrian infrastructure existing.

Commission Chair Boyd opened the public hearing. No testimony was provided for or against the request. Chair Boyd closed the public hearing.

Commissioner Cullen noted that the playground was created when a preschool existed in the Community Center building, and stated a personal observance that it has become underutilized now that the preschool is no longer in service. Ms. Pemberton added that the Applicant has been working for about a year to identify the best way for the Center expansion to move forward and that this Map Amendment is a required step.

Vice Chair Beyer made a motion, seconded by Commissioner Galpalli, to establish findings of fact that the request for approval of a proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the petitioner, and to recommend approval of a Zoning Map Amendment to the P-2 (Public Lands and Institutions) District for the subject properties.

AYES: Commission Chair Boyd; Commissioner Sant Amour; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen.

Motion passed.

New Business

No new business.



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the FY2023 Annual Comprehensive Financial Report, Delivered by the Audit Firm, Baker Tilly Virchow Krause LLP, as requested by the Finance Department.

RECOMMENDED MOTION: None; presentation only.

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: The City's Annual Comprehensive Financial Report for the fiscal year ending April 30, 2023, was finalized October 25, 2023. The audit was conducted by an independent audit firm Baker Tilly Virchow Krause LLP, a firm of licensed certified public accountants. The fiscal year 2023 City audit resulted in a clean or unmodified opinion.

Baker Tilly conducted the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

As noted in the Independent Auditor's Report, Baker Tilly relied on the audits conducted by other auditors of various component units that are incorporated in the City's financial statements.

The Annual Comprehensive Financial Report can be found on the City's website at: <http://www.cityblm.org/government/departments/finance/financial-statements>

Several other reports are also issued as a result of or in connection with the City audit. Examples include the Federal Single Audit, TIF Report, Annual Financial Report, and the Police and Fire Pension Fund Audits. Links or copies of applicable reports have been forwarded to Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: An unmodified audit opinion provides assurance that the finances of the City are materially correct.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: November 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation on Water Capital Project Needs; and Consideration and Action on an Ordinance Amending the City Code Regarding the Water Rate Structure, Lowering the Water Utility Tax, and Modifying the Annual Increases in Refuse, Sewer, and Storm Water Fees from 3% to CPI-WST (Water, Sewer, Storm Water and Solid Waste (Trash Collection)), as requested by the Water Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

BACKGROUND: Over the next 10 years, a generational investment of approximately \$400,000,000 will be required to be made to the City's water system to comply with new laws and ensure a healthy and viable water supply. The projects associated with this investment will be laid out by City staff on Monday night. As water rates have not increased since 2011, City staff will also outline the new rate structure necessary to pay for the projects.

The City's first water system was established in 1875, with the Water Plant and Lake Bloomington coming online in 1929. Accordingly, portions of the City's water infrastructure have been around for nearly 150 years. This infrastructure has served the City extremely well and has a rated capacity of 24.5 million gallons per day. This would be equivalent to the City producing 196 million water bottles every day.

With the age of the City's water system, a "generational" investment is required to comply with new state and federal mandates and to ensure the continued quality of the City's drinking water. This investment will: (1) bring the City into compliance with all applicable standards; (2) help preserve the City's water supply as one of its invaluable resources; and (3) maintain and enhance the City's capacity for growth.

The capital projects will include approximately: (1) \$75M to \$100M in systemwide distribution improvements; (2) \$100M in lead service replacement; (3) \$125M in water main replacement; and (4) \$50M in plant improvements.

Various government loans and potential bonding will be used to pay for the projects, but an increase in water rates will be required to cover this new debt. Based on a current regional

water comparison, the City's water rates are well below comparable communities. As the City has not increased water rates since 2011, a large part of the increase is necessary to catch up with inflation and the lack of increases. To accommodate the 10-year plan, and to help residents and customers acclimate to the new rate schedule, City staff is proposing a phased-in approach for the rate increases over three years. The proposal is for the water rates to increase 33% on May 1, 2024, another 33% on May 1, 2025, and then a final 33% on May 1, 2026. Thereafter, the rates are proposed to increase by the CPI index for water, sewer, storm water, and solid waste.

To help low-income residents adjust to the increase, the proposed ordinance establishes a program wherein customers that meet the poverty guidelines will receive a 33% discount. In addition, the ordinance provides the City Manager will explore other resources that provide assistance for water utilities and update the website to share said resources. Finally, the ordinance provides additional needs-based assistance programs may be presented and approved by the City Council.

Since the City also imposes a utility tax on water at a rate of 3.75%, the proposed ordinance lowers the tax over the next three years so that customers do not experience additional costs for water beyond the intended rate increases. As a result, the tax rate will lower to 2.75% effective May 1, 2024, then will go to 2.5% and 2.25% in the following two years.

To maintain consistency and improve accuracy, the proposed ordinance also changes the annual rate increases for sewer, storm, and refuse from 3% annually to CPI-WST (Water, Sewer, Storm Water and Solid Waste (Trash Collection)).

It should be noted that the rates are being proposed on the City's current best projections and will continue to be reviewed, and may need further revision, either up or down, based on actual expenses and funding sources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Approval of the ordinance puts a rate structure in place for the City to be able to finance and pay for approximately \$350M to \$400M in capital project needs over the next 10 years related to the City's water infrastructure. Adequate Fund reserves will be maintained per City policy. Stakeholders can locate information on the City's Water Fund in the FY 2024 adopted budget book, "Other funds & Capital Improvement" on pages 114 through 146 with Capital project information starting on page 225.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment. Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:
WTR B Water Rate Ordinance

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING THE CITY CODE REGARDING THE WATER RATE STRUCTURE, LOWERING THE WATER UTILITY TAX, AND MODIFYING THE ANNUAL INCREASES IN REFUSE, SEWER, AND STORMWATER FEES FROM 3% TO CPI-WST (WATER, SEWER, AND TRASH COLLECTION)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS (additions are indicated by underlining; deletions are indicated by strikeouts):

Section 1. That Bloomington City Code Chapter 27, shall be amended by deleting Section 27-501 [Ch 27, Section 27] in its entirety and replacing it as follows:

§27-501: Water rates

- A. Effective May 1, 2011, the rates charged for water shall in no case be less than the monthly service charge which shall be determined by the water meter size as follows:

May 1, 2011 - April 30, 2024		
Meter Size	Inside City	Outside City
5/8 x 1/2 inch	\$1.25	\$2.75
5/8 x 3/4 inch	\$5.00	\$6.50
3/4 inch	\$6.00	\$7.50
1 inch	\$8.00	\$10.00
1 1/2 inch	\$10.50	\$13.00
2 inch	\$16.00	\$20.00
3 inch	\$28.00	\$39.00
4 inch	\$46.00	\$66.00
6 inch	\$92.00	\$131.00
8 inch	\$146.00	\$196.00

- B. Effective May 1, 2024, the rates charged for water shall in no case be less than the monthly service charge which shall be determined by the water meter size as follows:

May 1, 2024 - April 30, 2025		
Meter Size	Inside City	Outside City
5/8 x 1/2 inch	\$1.66	\$3.66
5/8 x 3/4 inch	\$6.65	\$8.65
3/4 inch	\$7.98	\$9.98
1 inch	\$10.64	\$13.30
1 1/2 inch	\$13.97	\$17.29
2 inch	\$21.28	\$26.60
3 inch	\$37.24	\$51.87
4 inch	\$61.18	\$87.78
6 inch	\$122.36	\$174.23
8 inch	\$194.18	\$260.68

- C. Effective May 1, 2025, the rates charged for water shall in no case be less than the monthly service charge which shall be determined by the water meter size as follows:

May 1, 2025 - April 30, 2026		
Meter Size	Inside City	Outside City
5/8 x 1/2 inch	\$2.21	\$4.86
5/8 x 3/4 inch	\$8.84	\$11.50
3/4 inch	\$10.61	\$13.27
1 inch	\$14.15	\$17.69
1 1/2 inch	\$18.57	\$23.00
2 inch	\$28.30	\$35.38
3 inch	\$49.53	\$68.99
4 inch	\$81.37	\$116.75
6 inch	\$162.74	\$231.73
8 inch	\$258.26	\$346.70

- D. Effective May 1, 2026, the rates charged for water shall in no case be less than the monthly service charge which shall be determined by the water meter size as follows:

May 1, 2026 - April 30, 2027		
Meter Size	Inside City	Outside City
5/8 x 1/2 inch	\$2.94	\$6.47
5/8 x 3/4 inch	\$11.76	\$15.29
3/4 inch	\$14.12	\$17.64
1 inch	\$18.82	\$23.53
1 1/2 inch	\$24.70	\$30.58
2 inch	\$37.64	\$47.05
3 inch	\$65.87	\$91.75
4 inch	\$108.22	\$155.27
6 inch	\$216.44	\$308.20
8 inch	\$343.49	\$461.12

- E. The rates charged for the bulk water station at Mason and Division Streets shall be \$0.50 per 80 gallons and such water shall be used as potable water only. This shall increase to \$0.66 per 80 gallons effective May 1, 2024, \$0.88 per 80 gallons effective May 1, 2025, and \$1.17 per 80 gallons effective May 1, 2026. Thereafter on May 1 of every year, this rate shall increase by CPI-WST (Water, Sewer, and Trash Collection), based on an average of the previous calendar year, or similar index if CPI-WST is not available.
- F. Effective May 1, 2027, and every year thereafter on May 1, the water rates set forth in Subsection D shall be increased by CPI-WST (Water, Sewer, and Trash Collection), based on an average of the previous calendar year, or similar index if CPI-WST is not available.
- G. Rate review: The adequacy of the water service charge shall be reviewed, not less often than annually, by Certified Public Accountants for the City of Bloomington in their annual audit report. Nothing herein shall be interpreted to change the historical rates in effect.

H. Accounts:

- (1) The City of Bloomington treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the water system, and at regular annual intervals he shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the water system.
 - (2) In addition to the customary operating statements, the annual audit report shall reflect the revenues and operating expenses of the water facilities, including replacement cost. The financial information to be shown in the audit report shall include the following:
 - (a) Flow data showing total gallons received at the water plant for the current fiscal year.
 - (b) Billing data to show total number of gallons billed per fiscal year.
 - (c) Debt service for the next succeeding fiscal year.
 - (d) Number of users connected to the system.
 - (e) Number of non-metered users.
- I. Appeals. The method for computation of rates and service charges established for user charges shall be made available to a user within 10 days of receipt of a written request for such, submitted to the Water Director. Any questions of fact or law regarding possible overcharges shall be settled by reference to the "Tax Rights and Responsibility Ordinance," found in Article XV of Chapter 39 of the City Code. For the purposes of such Article XV, payments for water shall be deemed to be a tax.
- J. Access to records. The Illinois Environmental Protection Agency or its authorized representative shall have access to any books, documents, papers and records of the City of Bloomington which are applicable to the City of Bloomington system of user charges for the purpose of making audit, examination, excerpts and transcripts thereof to ensure compliance with the terms of an IEPA Loan Agreement.
- K. Irrigation systems. Irrigation systems shall only be charged the monthly service charge (fixed charge) and the applicable water rates as calculated from the monthly service charge and water rates in effect at the time. Monthly service charges (fixed charges or non-volumetric based charges) for irrigation meters will not be suspended during non-irrigating months.
- L. All water customers within the boundaries of the Parkway Project Planned Unit Development, as such boundaries were established pursuant to the legal description approved by the City Council in its September 8, 2008, approval of the Preliminary Plan for said planned unit development, shall pay "Outside City" rates in accordance with the rates in effect at the time of water usage by such customers.

M. Financial Assistance.

- (1) The City Manager, through Executive Order, shall develop a needs-based assistance program based on the federal poverty guidelines as provided in the Federal Register issued by the U.S. Department of Health and Human Services each year. This program shall provide a 33% discount effective May 1, 2024.
- (2) The City Manager shall explore other resources that provide financial assistance for water utilities and shall be responsible for the City's website shall be updated to reflect same.
- (3) The City Manager may, from time to time, propose additional needs-based assistance programs that may be approved by resolution of the City Council.

Section 2. That Bloomington City Code Chapter 39, Section 39-901(C) [Ch 39, Section 36(b)] shall be amended as follows:

§39-901: Imposition of Tax

- C. Distributing, supplying, furnishing or selling water, including the City's own municipal water system, for use or consumption within the corporate limits of the City of Bloomington, and not for resale, at the rate of 3.75% of the gross receipts, or such greater amounts as may be authorized from time-to-time under Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, or any successor statute, as the same may from time to time be amended; provided, however, that this tax shall not apply to any surcharge imposed upon water rates pursuant to Bloomington City Code Chapter 27, Section 44(c). Effective May 1, 2024, the rate set forth above shall be lowered to 2.75%. Effective May 1, 2025, the rate set forth above shall be lowered to 2.5%. Effective May 1, 2026, the rate set forth above shall be lowered to 2.25%.

Section 3. That Bloomington City Code Chapter 21, Section 21-316(C) [Ch 21, Section 301.6] shall be amended as follows:

§32-316: Refuse Fee

- C. Effective and beginning May 1, 2019, the refuse fees outlined above shall increase annually on May 1 of each year, at a compounding rate of 3% over the rate from the previous year until May 1, 2024. Effective and beginning May 1, 2024, the refuse fees shall be increased annually on May 1 of each year by CPI-WST (Water, Sewer, and Trash Collection), based on an average of the previous calendar year, or similar index if CPI-WST is not available.

Section 4. That Bloomington City Code Chapter 37, Section 37-401(C) [Ch 37, Section 51] shall be amended as follows:

§37-401: Charges based on quantity of water used.

- C. Effective on the billing cycle beginning May 1, 2019, the established monthly rates and charges for the use of service of the sewerage system of the City will increase annually, at a compounding rate of 3% over the rate from the previous year, on May 1 of each year until May 1, 2024. Effective and beginning May 1, 2024, the sewage fees shall be increased annually on May 1 of each year by CPI-WST (Water, Sewer, and Trash Collection), based on an average of the previous calendar year, or similar index if CPI-WST is not available.

Section 5. That Bloomington City Code Chapter 37, Section 37-505(B) [Ch 37, Section 66] shall be amended as follows:

§37-505: Charges based on quantity of water used.

- B. Effective on the billing cycle beginning May 1, 2019, the established monthly rates and charges for the use of service of the stormwater of the City will increase annually, at a compounding rate of 3% over the rate from the previous year, on May 1 of each year until May 1, 2024. Effective and beginning May 1, 2024, the stormwater fees shall be increased annually on May 1 of each year by CPI-WST (Water, Sewer, and Trash Collection), based on an average of the previous calendar year, or similar index if CPI-WST is not available.

Section 6. Except as provided herein, the Bloomington City Code, as amended, 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 is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 9. This Ordinance shall take effect after its approval and publication as required by law.

PASSED this 27th day of November 2023.

APPROVED this ___ day of November 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk