# CITY COUNCIL MEETING AGENDA
# CITY COUNCIL CHAMBERS
# 109 E. OLIVE STREET, BLOOMINGTON, IL 61701
# MONDAY, SEPTEMBER 14, 2015 7:00 P.M.

**1. Call to order**

**2. Pledge of Allegiance to the Flag**

**3. Remain Standing for a Moment of Silent Prayer**

**4. Roll Call**

**5. Public Comment**

**6. Recognition/Appointments**

A. Recognition of Chief Brendan Heffner receiving an award from the NAACP organization's Merlin Kennedy Community Service Award.

B. Proclamation Golden Prairie Public Library District 25th Anniversary September 16, 2015

C Award of Certificate, Diana Krieg and Dawn Peters for Heritage Recognition for the restoration of the property located at 402 E. Grove Street.

D. Award of Certificate, Stephen J. Burkart for Heritage Recognition for the restoration of the property located at 607 S. Clinton Street.

E. Award of Certificate, Mike and Jody Evans for Heritage Recognition for the restoration of the property located at 701 W. Wood Street.

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

F. Award of Certificate, Joe and Ruth Haney for Heritage Recognition for the restoration and adaptive reuse of the property located at 407-409 W. Washington Street.

## 7. "Consent Agenda"

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

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

A. Consideration of approving the Council Proceedings of August 24, 2015. *(Recommend that the reading of the minutes of the previous Council Proceedings of August 24, 2015, be dispensed with and the minutes approved as printed).*

B. Consideration of approving Bills and Payroll. *(Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*

C. Consideration of approving an addendum to the Bills & Payroll report identified Electronic Payments. *(Recommend that Council formally approves the addendum to Bills & Payroll Report - identified electronic payments made for City expenditures.)*

D. Consideration of approving a Reappointment to the Public Building Commission (McLean County), and Appointments to the Board of Zoning Appeals. *(Recommend that Thomas Good be reappointed to the Public Building Commission (McLean County) and that Jeff R. Brown and Tristan Bullington be appointed to the Board of Zoning Appeals.)*

E. Consideration of approving a Resolution calling on the Illinois Department of Transportation (IDOT) and Union Pacific Railroad to Address Construction Issues at Market Street Railroad Bridge Crossing. *(Recommend that the Resolution Calling on the Illinois Department of Transportation and Union Pacific Railroad to Address Construction Issues be passed.)*

F. Consideration of review, analysis of Bids, and the approval of a Contract with Mid-Illinois Mechanical, Inc. in the amount of $192,400 for the replacement of hot water heating boilers in the Lake Bloomington Water Treatment Plant, (Bid#2016-07). *(Recommend that the contract with Mid Illinois Mechanical, Inc. for replacement of hot water heating boilers in the Lake Bloomington Water Treatment Plant through Bid#2016-07 in the amount of $192,400 be approved and authorize the Mayor and City Clerk to execute the necessary documents.)*

G. Consideration of approving a Professional Engineering Services Agreement with Farnsworth Group, Inc. for Design and Construction Plan Preparation of Linden Street Bridge Rehabilitation, RFQ No. 2015 - 26 (Ward 4). *(Recommend that the IDOT Motor Fuel Tax Agreement with Farnsworth Group, Inc. (FGI) for engineering survey, analysis, design, specification and plan preparation, and bidding services for Linden Street Bridge Rehabilitation in the amount of $220,336.58 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*

H. Consideration of review, analysis and approval of proposal award and contract with PDC Laboratory, Inc. for Water sample analysis and primarily nitrate and nitrate related compounds in an amount not to exceed $105,225.80 (RFP # 2016-02). *(Recommend that That RFP No. 2016-02 and contract be awarded for additional issued for water sample analyses, and primarily nitrate and nitrate related compounds to PDC Laboratories, Inc., in an amount not to exceed $105,225.80 and the Procurement Manager be authorized to issue a Purchase Order, and the City Manager and City Clerk be authorized to execute the necessary contract.)*

I. Consideration of approving the purchase of one (1) Komatsu WA200-7 Wheel Loader from Roland Machinery of Springfield, IL using the Houston Galveston Area Council Joint Purchasing Bid No. EM06-15 Product Code 26D Earth Moving Equipment in the amount of $188,255.50 scheduled replacement for the Public Works Solid Waste Division, and authorize the 2001 John Deer TC54H Wheel Loader be declared surplus and sold at public auction on Publicsurplus.com website. *(Recommend that the purchase of One (1) Komatsu WA200-7 Wheel Loader from Roland Machinery of Springfield, IL using the Houston Galveston Area Council joint purchasing Bid Number EM06-15 Product Code 26D earth moving equipment in the amount of $188,225.00 be approved, authorize the 2001 John Deer TC54H Wheel Loader be declared surplus and sold at public auction on Publicsurplus.com website, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

J. Consideration of approving the purchase of one (1) Ford F350 from Bob Riding from Taylorville, IL using the State of Illinois Joint Purchase Contract No. 4017340 in the amount of $38,734.00 scheduled replacement for the Water Meter Service Division, and authorize the 2006 Dodge 2500 Sprinter van be declared surplus and sold at public auction on Publicsurplus.com website. *(Recommend that the purchase of one (1) Ford F350 from Bob Ridings from Taylorville, IL using the State of Illinois Joint Purchase Contract No. 4017340 in the amount of $38,734.00 be approved, authorize the 2006 Dodge 2500 Sprinter van be declared surplus and sold at public auction on Publicsurplus.com website, and authorize the Mayor and City Clerk to execute the necessary documents.)*

K. Consideration of approving the purchase of one (1) Dodge Grand Caravan from Wright Automotive from Hillsboro, IL using the State of Illinois Joint Purchase Contract No. 4018027 in the amount of $19,985.00 scheduled replacement for the Water Purification

Division, and authorize the 2005 Dodge Dakota pickup truck be declared surplus and be sold at public auction on Publicsurplus.com website. *(Recommend that the purchase of one (1) Dodge Grand Caravan from Wright Automotive from Hillsboro, IL using the State of Illinois Joint Purchase Contract Number 4018027 in the amount of $19,985.00 be approved and the and authorize the 2005 Dodge Dakota pickup truck be declared surplus and be sold at public auction on Publicsurplus.com website. Mayor and City Clerk be authorized to execute the necessary documents.)*

L. Consideration of approving the purchase of one (1) Ford F550 from Currie Motors from Frankfort, IL using the Northwest Suburban Cooperative Contract Nos. 146 and 141 in the amount of $61,121.00 scheduled replacement for One (1) Dump Truck for the Water Department Lake Maintenance Division, and authorize the 1999 International S4700 be declared surplus and sold at public auction on Publicsurplus.com website. *(Recommend that the purchase of one (1) Ford F550 from Currie Motors from Frankfort, IL using the Northwest Suburban Cooperative Contract Numbers 146 and 141 in the amount of $61,121.00 be approved, authorize the 1999 International S4700 be declared surplus and sold at public auction on Publicsurplus.com website, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

M. Consideration of approving an Ordinance for a Budget Amendment to allow for the purchase of a new Fingerprint Scanning device to replace the existing system in the amount of $29,192.00 to replace the existing system, and authorize the disposal of the existing Fingerprinting Scanning Device. *(Recommend that an Ordinance be passed amending the Budget Ordinance to allow for an increase in expenditures to purchase the Fingerprint Scanner at a total cost of $29,192.00, authorize the disposal of the existing Fingerprinting Scanning Device, and authorize the City Manager and City Clerk to execute the necessary documents.)*

N. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 3, 2015. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 3, 2015 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*

O. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 28, 2015. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 28, 2015 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*

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P. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on December 12, 2015. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on December 12, 2015 be approved, the Mayor and City Clerk authorized to execute the necessary documents.)*

## 8. "Regular Agenda"

A. Consideration of approving a Proposal for the Comprehensive User Fee Study and Cost Allocation Plan, and Awarding a Contract to Fiscal Choice Consulting, LLC in the amount of $66,924.25. *(Recommend that the proposal for a Comprehensive User Fee Study and Cost Allocation Plan be awarded to Fiscal Choice Consulting, LLC the prices accepted, in the amount of $66,924.25, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Alex McElroy, Assistant to the City Manager 5 minutes. Council discussion 10 minutes)*

B. Consideration of approving a Resolution adopting the City of Bloomington Stormwater and Sanitary Sewer Master Plans. *(Recommend that the Resolution approving the City of Bloomington Stormwater and Sanitary Sewer Master Plans be adopted*.) (*Presentation by Jim Karch, Director of Public Works 10 minutes. Council discussion 15 minutes.)*

C. Consideration of approving a Resolution Approving a Consent Decree to Settle all Claims in a Citizen's Complaint Filed with the Illinois Pollution Control Board by the City of Champaign and Coalition Members Against Clinton Landfill, Inc. *(Recommend adoption of the Resolution Approving Consent Decree to Settle all Claims in a Citizen's Complaint Filed with the Illinois Pollution Control Board by the City and Other Units of Local Government Against Clinton Landfill, Inc.) (Presentation by David Wentworth, Coalition Attorney, 10 minutes. Council discussion 10 minutes.)*

*D.* Public Presentation, Public Input and Council Discussion on proposed Home Rule Sales Tax Increase. *(No action will be taken on this item.)*

1. City Staff overview

2. County Mental Health Needs and Issues *(Presentation by Matt Sorenson, Board Chairman and/or Bill Wasson, McLean County Administrator)*

3. Public Comments on the proposed Home Rule Sales Tax Increase. *(3 minutes per speaker)*

4. City Council Discussion

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

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FOR IMMEDIATE RELEASE
September 8, 2015

# POLICE CHIEF HEFFNER RECEIVES AWARD

BLOOMINGTON, IL– The Bloomington-Normal NAACP recently announced City of Bloomington Police Chief Brendan Heffner will be awarded the organization's Merlin Kennedy Community Service Award.

The Merlin Kennedy Community Service Award was created to honor people in the community who are making a difference in the areas of community service, promoting diversity and inclusion and education, among other endeavors. Chief Heffner is being honored for his efforts to begin and restore community and police partnerships. As many cities across America struggle to bridge the gap between law enforcement and the community, Chief Heffner is building that bridge in the City of Bloomington.

"I am deeply honored and humbled," says Chief Heffner. "This is actually recognition of our department efforts as a whole."

Chief Heffner will be presented with the award at the NAACP's Freedom Fund Banquet on September 19.

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STATE OF ILLINOIS
BLOOMINGTON
CHIEF

# *PROCLAMATION*

## *Declaring September 16, 2015 as the 25th Anniversary of Golden Prairie Library District*

***WHEREAS,*** *the Golden Prairie Public Library District has been contracting with Bloomington Public Library for 25 years (July 1, 1990) to provide library services to residents of Arrowsmith Township, Old Town Township, Bloomington Township, Dale Township and Dawson Township; and,*

***WHEREAS,*** *Adrienne Ives has served as a Golden Prairie Public Library District Trustee for each of those 25 years; and,*

***WHEREAS****, Adrienne Ives has proven to be a dedicated and faithful advocate for the Golden Prairie Public Library District throughout her tenure as a trustee; and,*

***WHEREAS,*** *we celebrate the 2015 acquisition of the sixth evolution of the Bookmobile to arrive at Bloomington Public Library since the 1920s; and,*

***WHEREAS,*** *we commend the Golden Prairie Public Library District for its $50,000 donation toward the acquisition of this Bookmobile; and*

***WHEREAS,*** *the Bookmobile will continue to serve residents of Bloomington as well as residents living within the boundaries of the Golden Prairie Public Library District.*

***NOW, THEREFORE,*** *I, Tari Renner, on behalf of the City of Bloomington, do hereby proclaim September 16, 2015, as*

## *"Golden Prairie Public Library District 25th Anniversary Day"*

*I encourage residents to recognize the positive impact of Golden Prairie Public Library District in our City and thank those who provide a valuable service to this community.*

*Tari Renner, Mayor*

*Cherry L. Lawson, City Clerk*

# HERITAGE AWARD FOR PRESERVATION EXCELLENCE

Heritage Awards are given in recognition of contributions to the built environment that reflect the unique historic character of the City of Bloomington, Illinois. They are presented to those who by their vision, talents and hard work have made exemplary contribution to preservation excellence and therefore is hereby awarded to:

*Mike and Jody Evans*

***In recognition of the restoration of the property located at 701 W. Wood Street***

**Signed on behalf of the Bloomington Historic Preservation Commission**

**September 14, 2015**

Mayor Tari Renner

Jeffrey Kennedy - Chairperson

# HERITAGE AWARD FOR PRESERVATION EXCELLENCE

Heritage Awards are given in recognition of contributions to the built environment that reflect the unique historic character of the City of Bloomington, Illinois. They are presented to those who by their vision, talents and hard work have made exemplary contribution to preservation excellence and therefore is hereby awarded to:

*Stephen J. Burkart*

***In recognition of the restoration and landscape restoration of the property located at 607 S. Clinton Street***

**Signed on behalf of the Bloomington Historic Preservation Commission**

**September 14, 2015**

Mayor Tari Renner

Jeffrey Kennedy-Chairperson

# HERITAGE AWARD FOR PRESERVATION EXCELLENCE

Heritage Awards are given in recognition of contributions to the built environment that reflect the unique historic character of the City of Bloomington, Illinois. They are presented to those who by their vision, talents and hard work have made exemplary contribution to preservation excellence and therefore is hereby awarded to:

*Dawn Krieg and Dawn Peters*

**In recognition of the restoration and landscape restoration of the property located at 402 E. Grove Street**

**Signed on behalf of the Bloomington Historic Preservation Commission**

**September 14, 2015**

Tari Renner

Mayor Tari Renner

Jeffrey Kennedy-Chairperson

# HERITAGE AWARD FOR PRESERVATION EXCELLENCE

Heritage Awards are given in recognition of contributions to the built environment that reflect the unique historic character of the City of Bloomington, Illinois. They are presented to those who by their vision, talents and hard work have made exemplary contribution to preservation excellence and therefore is hereby awarded to:

*Joe and Ruth Haney*

***In recognition of the restoration and adaptive reuse of the property located at 407-409 W. Washington Street***

**Signed on behalf of the Bloomington Historic Preservation Commission**

**September 14, 2015**

Tari Renner

Mayor Tari Renner

Jeffrey Kennedy - Chairperson

**CONSENT AGENDA ITEM: 7A**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving the Council Proceedings of August 24, 2015.

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of August 24, 2015, be dispensed with and the minutes approved as printed.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

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

**BACKGROUND:** The Council Proceedings of August 24, 2015, have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

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

Recommended by:

David A. Hales, City Manager

**Attachments:**

- Draft Council Proceedings for August 24, 2015 (Will be distributed via Addendum)

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Motion: That the reading of the minutes of the previous Council Proceedings of August 24, 2015, be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving Bills and Payroll

**RECOMMENDATION/MOTION:** That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

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

**FINANCIAL IMPACT:** Total disbursements to be approved $ 9,632,947.28. (Payroll total $2,488,796.57 and Accounts Payable total $ 7,144,150.71).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

**Attachment:**

- Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills and Payroll Report

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Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

# CITY OF BLOOMINGTON FINANCE REPORT

## Council of September 14, 2015

**PAYROLL**

| Date | Gross Pay | Employer Contribution | Totals |
|---|---|---|---|
| 8/28/2015 | $ 240,392.91 | $ 78,079.08 | $ 318,471.99 |
| 9/3/2015 | $ 1,232,251.54 | $ 325,969.74 | $ 1,558,221.28 |
| 9/4/2015 | $ 228,619.19 | $ 76,970.78 | $ 305,589.97 |
| 9/11/2015 | $ 229,649.38 | $ 77,097.41 | $ 306,746.79 |
| 8/31/2015-9/4/2015 | $ (143.97) | $ (89.49) | $ (233.46) |
| Off Cycle Adjustments | | | $ - |
| | | **PAYROLL GRAND TOTAL** | **$ 2,488,796.57** |

**ACCOUNTS PAYABLE**

| Date | Bank | Total |
|---|---|---|
| 9/14/2015 | AP General | $ 6,737,356.29 |
| | AP BCPA | $ - |
| 9/14/2015 | AP Comm Devel | $ 26,199.43 |
| | AP IHDA | $ - |
| 9/14/2015 | AP Library | $ 49,743.28 |
| 9/14/2015 | AP MFT | $ 10,981.54 |
| 8/20/2015-9/4/2015 | Off Cycle Check Runs | $ 319,870.17 |
| | **AP GRAND TOTAL** | **$ 7,144,150.71** |

**PCARD**

**PCARD GRAND TOTAL**

**WIRES**

| Date | Total |
|---|---|
| | $ - |

**WIRE GRAND TOTAL**

**TOTAL** **$ 9,632,947.28**

**Respectfully,**

**Patti-Lynn Silva**
**Director of Finance**

**CONSENT AGENDA ITEM 7C**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving an addendum to the Bills & Payroll report identified as Electronic Payments

**RECOMMENDATION/MOTION:** That Council formally approves the addendum to the Bills & Payroll report - identified electronic payments made for City expenditures.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

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

**BACKGROUND:**

The City's Finance Department is required to report to the City Council all payments made for City expenditures. This is done by presentation of the Bills & Payroll Report normally seen on the consent agenda at each meeting. Unfortunately, it was recently brought to our attention that some electronic payments (wire transfers, automated clearing house (ACHs) and direct debits) stopped appearing on the Bills & Payroll Report as they had in the past. This included electronic transfers for certain contractual and statutory obligations, employee-benefit expenses (taxes, insurance), debt service payments, investments, and re-investments after maturity and credit card expenses. Including these items on the Bills & Payroll Report was a practice in place several years ago that unintentionally stopped at some point during staff transitions.

Even before making it to the Bills & Payroll Report, the Finance Department first verifies that all expenditures have been approved by Council during the annual budget process, and expenditures that are bid and/or require contracts above certain dollar amounts come back to Council for additional approval. If an expenditure is not within the existing budget or budget authority, the expenditure reverts back to Council to approve a budget amendment. Accordingly, these electronic transactions go through a multi-level internal approval process and are reported monthly in the monthly financial report to Council. In addition, these expenditures are included in the City's annual Treasurer's Report as required by state law and filed with the County. Also, all financial transactions, including all expenditures, are subject to the City's annual financial statement audit.

For transparency and auditing purposes, this memo is requesting approval to the Bills & Payroll Addendum Report listing the sum each year, by vendor of electronic payments for the last three fiscal years through August (see attached listing).

Finance has reviewed its process and has now corrected this procedure. Accordingly, these expenditures will again be included specifically with the Bills & Payroll Report as they are incurred going forward.

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

**FINANCIAL IMPACT:** N/A

Respectfully submitted for Council consideration.

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:**

- Listing of electronic payables

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Motion: That Council formally approves the addendum to the Bills & Payroll report - identified electronic payments made for City expenditures.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |
| | | | | | | | |

Fiscal Year 2016

| Vendor | Amount | Description |
|---|---|---|
| Alternative Service Concepts | 1,000,142.51 | workers' comp, liability, property claims |
| AMEX | 25.55 | credit card processing fees |
| Authorize.Net | 192.10 | credit card processing fees |
| Blue Cross Blue Shield | 653,439.63 | police health plan premiums |
| BlueFin | 29,728.72 | credit card processing fees |
| Busey Bank | 3,585.19 | bank fees |
| CBKC Equipment Supply | 423.94 | credit card processing equipment |
| Chase | 639.84 | bank fees |
| City of Bloomington Water Fund | 3,262.63 | internal water bills - JE |
| Commerce | 812,398.21 | lease payments and bank and credit card fees |
| Deluxe Business | 163.06 | deposit slips |
| Eide Bailly | 100,889.43 | flexible spending medical employee share |
| ETS | 17,284.69 | credit card processing fees |
| Finet | 839.80 | credit card processing fees |
| Global | 4,069.44 | credit card processing fees |
| ICMA RHS | 59,098.76 | employee benefits |
| IDES | 56,303.50 | unemployment |
| Illinois Department of Revenue | 30,524.80 | sales tax remittance |
| IMRF | 303,398.32 | accelerated payments |
| IRS | 1,510.00 | Affordable Healthcare Act Fees |
| NPC EPS | 140.52 | credit card processing fees |
| Sage | 8,023.50 | credit card processing fees |
| Sam's Club | 13,527.24 | Sam's Club card- Parks Department |
| US Bank | 4,964,362.31 | bond payments |

**note these payments are presented by vendor through the month of August subject to the bank reconciliation.

Fiscal Year 2015

| Vendor | Amount | Description |
|---|---|---|
| Alternative Service Concepts | 3,387,345.37 | workers' comp, liability,  property claims |
| AMEX | 148.08 | credit card processing fees |
| Authorize.Net | 819.50 | credit card processing fees |
| Blue Cross Blue Shield | 2,582,440.38 | police health plan premiums |
| BlueFin | 116,118.21 | credit card processing fees |
| Busey | 13,023.07 | bank fees |
| Chase | 1,662.10 | bank fees |
| City of Bloomington Water Fund | 6,957.35 | internal water bills - JE |
| Commerce | 2,567,673.23 | lease payments and bank and credit card fees |
| Deluxe Business | 1,502.56 | deposit slips |
| Discover | 27.48 | credit card processing fees |
| Eide Bailly | 308,979.27 | flexible spending medical employee share |
| ETS | 51,152.91 | credit card processing fees |
| Finet | 2,940.92 | credit card processing fees |
| Global | 8,695.47 | credit card processing fees |
| Illinoid Department of Employment Security | 128,954.21 | unemployment |
| Illinois Department of Revenue | 54,748.02 | sales tax remittance |
| IMRF | 953,504.14 | accelerated payments and corrections |
| IRS | 2,122.89 | Affordable Healthcare Act Fees |
| NPC EPS | 612.88 | credit card processing fees |
| Sage | 25,079.30 | credit card processing fees |
| Sam's Club | 41,221.28 | Sam's Club card -Parks Dept |
| US Bank | 8,706,673.29 | bond payments |
| US Department of Health & Human Services | 45,969.21 | Transitional Reinsurance Contributions |

**note these payments are presented by vendor for the year.

Fiscal Year 2014

| Vendor | Amount | Description |
|---|---|---|
| Alternative Service Concepts | $ 1,902,823.07 | workers' comp, liability, property claims |
| Blue Cross Blue Shield | $ 2,075,418.30 | police health plan premiums |
| Bluefin | $ 102,765.52 | credit card processing fees |
| Busey | $ 10,545.53 | bank fees |
| CBKC Equipment | $ 393.00 | credit card processing equipment |
| Commerce | $ 2,285,102.29 | lease payments and bank and credit card fees |
| Deluxe Checks | $ 446.85 | deposit slips |
| Finet | $ 2,945.71 | credit card processing fees |
| ETS | $ 46,945.68 | credit card processing fees |
| Eide Bailly | $ 311,684.67 | flexible spending medical employee share |
| Global Pay | $ 8,716.02 | credit card processing fees |
| IDES | $ 71,857.07 | unemployment |
| IMRF | $ 66,849.29 | accelerated payments and corrections |
| Internal Revenue Service | $ 4,837.37 | Affordable Healthcare Fees, payroll tax corrections, and foreign performer withholding |
| Sage | $ 28,548.17 | credit card processing fees |
| Sam's Club | $ 43,008.46 | Sam's Club card- Parks Dept |
| State of Illinois | $ 57,131.00 | sales tax remittance |
| US Bank Trust | $ 8,728,255.32 | bond payments |

**note these payments are presented by vendor for the year.

Fiscal Year 2013

| Vendor | Amount | Description |
|---|---|---|
| Vision Service Plan | $ 8,197.36 | vision plan premiums |
| JP Morgan | $ 18,004.61 | Standby Repurchase Agreement for Variable Debt |
| Illinois Department of Revenue | $ 40,271.00 | sales tax remittance |
| Sams Club | $ 43,787.70 | Sam's Club card -Mainly Parks Dept |
| Village of Downs | $ 58,269.29 | loan payment |
| PNC Equipment Finance | $ 62,080.73 | lease payments |
| Eide Bailly | $ 181,375.43 | flexible spending medical employee share |
| Blue Cross Blue Shield | $ 306,313.86 | police health plan premiums |
| Illinois Environmental Protection Agency | $ 452,203.07 | loan payments |
| Alternative Service Concepts, LLC | $ 1,940,711.15 | workers' comp, liability, property claims |
| US Bank (Bond Payments) | $ 6,331,870.87 | bond payments |
| Commerce | $ 6,806,170.27 | lease payments and re- investment purchases |
| Police Pension | $ 3,207,172.67 | pension contributions |
| Fire Pension | $ 3,017,748.34 | pension contributions |

**note these payments are presented by vendor for the year.

**CONSENT AGENDA ITEM NO. 7D**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving a Reappointment to the Public Building Commission (McLean County) and Appointments to the Board of Zoning Appeals.

**RECOMMENDATION/MOTION:** That Thomas Good be reappointed to the Public Building Commission (McLean County) and that Jeff R. Brown and Tristan Bullington be appointed to the Board of Zoning Appeals.

**STRATEGIC PLAN LINK:** Goal 4. Strong neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4e. Strong partnership with residents and neighborhood associations.

**BACKGROUND:** I ask your concurrence in the reappointment of:

Thomas Good of 1314 Crown Court, Bloomington, IL, 61704, to the Public Building Commission (McLean County). His five (5) year term will be 10/1/15 – 9/30/20. Application is on file in the Administration Office.

I ask your concurrence in the appointments of:

Jeff R. Brown of 408 Leland, Bloomington, IL, 61701, to the Board of Zoning Appeals. He will be fulfilling the unexpired term of William Zimmerman who resigned his position effective June 20, 2015. Jeff's term will be effective immediately and expire 4/30/16. Application is on file in the Administration Office.

Tristan Bullington of 1310 Beverly Lane, Bloomington, IL, 61701, to the Board of Zoning Appeals. He will be fulfilling the unexpired term of Amelia Buragas who was elected to the Bloomington City Council in 2015. Tristan's term will be effective immediately and expire 4/30/17. Application is on file in the Administration Office.

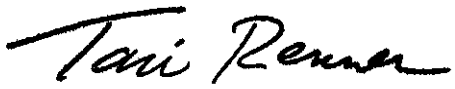
**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Mayor contacts all recommended appointments.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration for approval.

Prepared by: M. Beth Oakley, Executive Asst.

Recommended by:



Tari Renner
Mayor

**Attachments:**

- Board Roster

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Motion: That Thomas Good be reappointed to the Public Building Commission (McLean County) and that Jeff R. Brown and Tristan Bullington be appointed to the Board of Zoning Appeals.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

# Board of Zoning Appeals

| Mayor Appointed | Staff/Chair | First Name | Last Name | Expiration | Re/Appointment Date | Year First Appt | Email | Street | City | Zip | Home Phone | Work Phone | Cell Phone | Fax Number | Reappointment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| x | | Mike | Ireland | 04/30/18 | 01/13/14 | 2003 | mwireland@frontier.com | 816 S. Mercer | Bloomington | 61701 | | | | | |
| x | | Barbara | Meek | 04/30/17 | 03/24/14 | 2010 | | 1914 Hackberry Rd. | Bloomington | 61704 | | | | | |
| x | | William | Zimmerman | 04/30/16 | 01/09/12 | 2012 | bill.zimmerman@countryfinancial.com | 1413 Mill Creek Rd | Bloomington | 61704 | | | | | |
| x | | Richard | Briggs | 04/30/17 | 05/13/13 | 2003 | | 3 Sable Oaks Ct. | Bloomington | 61704 | | | | | |
| x | | Robert | Kearney | 04/30/17 | 05/13/13 | 2006 | | 514 S. Moore | Bloomington | 61701 | | | | | |
| x | | Amelia | Buragas | 04/30/17 | 05/13/13 | 2013 | asburagas@gmail.com | 23 White Place | Bloomington | 61701 | | | | | |
| x | | James | Simeone | 04/30/17 | 05/13/13 | 2013 | jsimeone@iwu.edu | 1923 E Taylor | Bloomington | 61701 | | | | | |
| | | | | | | | | | | | | | | | |
| | Staff | Mark | Woolard | | | | | 109 E Olive | Bloomington | 61701 | | | | | |
| | Staff | Mary | Sellmeyer | | | | | 110 E Olive St | Bloomington | 61701 | | | | | |

**Details:**
Term: 4 years (3 years as of 5/1/2014)
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7
Type: Internal
City Code:
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 3rd Wednesday of each month at 4:00pm in the Council Chambers

Number of Vacancies: 2
Number of Expired Board Members (Blm Appointments only): 0
Number of Expired Board Members Eligible for Reappointment: 0

**Appointment/Reappointment Notes:**

# Public Building Commission

| Mayor Appointed | Staff/Chair | First Name | Last Name | Expiration | Appointment Date | Year First Appt | Email | Street | City | Zip | Home Phone | Work Phone | Cell Phone | Fax Number | Reappointment |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| X | | Thomas | Good | 09/30/15 | 02/10/14 | 2014 | | 1314 Crown Ct | Bloomington | 61704 | | | | | |
| | | Thomas W. | Novosad | 10/01/10 | | | | 19128 Meander Way | Bloomington | 61704 | | | | | |
| | | John F. | Harris | 10/01/12 | 10/01/02 | | | 1607 E. Washington | Bloomington | 61701 | | | | | |
| | | George | Farnsworth | 10/01/12 | 10/01/02 | | | 41 Ravenswood Cir | Bloomington | 61704 | | | | | |
| | | John | Morel | 10/01/13 | | | | 101 N Bellemont Rd | Bloomington | 61704 | | | | | |
| | | Adam | Funk | 10/01/13 | | | | 16106 Raintree Rd | Bloomington | 61704 | | | | | |
| | | Melvin | Schultz | 10/01/14 | | | | 201 Veronica Way | Normal | 61761 | | | | | |
| | | William | Zimmerman | 09/30/16 | | | | 1413 Millcreek Rd | Bloomington | 61701 | | | | | |
| | | John | Zeunik | 09/30/16 | | | | 6 Graystone Ct | Bloomington | 61704 | | | | | |
| | Contact | Robert | Porter | | | | | 308 E Washington St. | Bloomington | 61702 | | | | | |

**Details:**
Term: 5 years
Members: 9 members
Number of members the Mayor appoints: 1
Type: External
City Code:
Required by State Statute: Yes
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: twice per year, 2014: April 1st, October 7th

Number of Vacancies: 0
Number of Expired Board Members (Blm Appointments only): 0

**Appointment/Reappointment Notes:**

**CONSENT AGENDA ITEM NO. 7E**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving a Resolution Calling on the Illinois Department of Transportation and Union Pacific Railroad to Address Construction Issues at the Market Street Railroad Bridge Crossing.

**RECOMMENDATION/MOTION:** Recommend that the Resolution Calling on the Illinois Department of Transportation and Union Pacific Railroad to Address Construction Issues be passed.

**STRATEGIC PLAN LINK:** Goal 2: Upgrade Infrastructure and Facilities

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

**BACKGROUND:** The Illinois Department of Transportation (IDOT) is in the process of using federal funding to upgrade the Union Pacific (UP) railroad tracks from Chicago to St. Louis in order to provide High Speed Rail (HSR) train travel along the corridor. As part of that project, the UP railroad bridge over Market Street, at Morris Avenue, has been replaced. That bridge replacement work began at the end of March, 2015, at which time Market Street was closed to traffic and has not yet been re-opened. The HSR project work to replace the railroad bridge also includes work to replace the Market Street pavement near the structure because the new bridge is longer than the old and allows for additional lane width under the new bridge. The original proposed schedule called for completion of the UP bridge and Market Street pavement work by June 13, 2015. The UP Contractor did experience delays because underground fiber utilities were in conflict with the new retaining wall at the northeast quadrant of the project. However, once those conflicts were resolved, the retaining wall was not completed in a timely manner.

The retaining wall northeast of the bridge is now complete and the pavement contractor has begun work on underground drainage structures in preparation to begin pavement work. The current work schedule provided by the HSR Project shows a completion date for all work of October 24, 2015.

Because of past HSR Project schedule overruns and delays in work completion, and also because the closure of Market Street continues to impact local businesses and the public, this proposed Resolution urges the HSR Project owner and funding organization, the UP Railroad and IDOT respectively, to perform work in completion of this project with all due diligence until Market Street is opened again to traffic.

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

**FINANCIAL IMPACT:** N/A

Respectfully submitted for Council consideration.

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

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

Financial & budgetary review by: N/A

Legal review by: (legal fill in once reviewed – name, title)

Recommended by:

David A. Hales
City Manager

**Attachments:**

- Resolution

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Motion: That the Resolution Calling on the Illinois Department of Transportation and Union Pacific Railroad to Address Construction Issues be passed.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

**RESOLUTION NO. _____**

**A RESOLUTION CALLING ON THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND UNION PACIFIC RAILROAD TO ADDRESS CONSTRUCTION ISSUES**

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**WHEREAS**, in March 2015 the Union Pacific Railroad Company (hereinafter "Railroad") began work in coordination with the Illinois Department of Transportation (hereinafter "IDOT") to repair and make upgrades to the railway crossing at Market Street.; and

**WHEREAS**, this project caused the closure of Market Street at that crossing in March 2015; and

**WHEREAS**, this project was originally anticipated to be completed and the street reopened by June 13, 2015; and

**WHEREAS**, this work has taken longer than originally planned and is now anticipated to be complete and the street reopened by October 24, 2015; and

**WHEREAS**, this closure has caused distress to area businesses and commuters; and

**WHEREAS,** by this resolution, the City Council desires to publicly call on IDOT and the Railroad to expeditiously complete its work and reopen Market Street at the railway crossing.

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

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

**Section 2.** The City Council of the City of Bloomington hereby calls upon the Illinois Department of Transportation and the Union Pacific Railroad Company to expeditiously complete its work and reopen Market St. at the railway crossing.

**Section 3.** Upon passage and approval, the City Clerk is directed to send a copy of this Resolution to the Director of the Illinois Department of Transportation and the Chief Executive of the Union Pacific Railroad Company.

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

DECIDED by a roll call vote as follows:

| | YES | NO | ABSENT | PRESENT |
|---|---|---|---|---|
| LOWER | | | | |
| SAGE | | | | |
| MWILAMBWE | | | | |
| BURAGAS | | | | |
| PAINTER | | | | |
| SCHMIDT | | | | |
| BLACK | | | | |
| HAUMAN | | | | |
| FRUIN | | | | |
| | | | | |
| RENNER | | | | |
| TOTAL | | | | |

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, September 14, 2015.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

**CONSENT AGENDA ITEM: 7F**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of review, analysis of Bids, and the approval of a Contract with Mid-Illinois Mechanical, Inc. in the amount of $192,400 for the replacement of hot water heating boilers in the Lake Bloomington Water Treatment Plant, (Bid#2016-07).

**RECOMMENDATION/MOTION:** That the staff recommendation be accepted, that the contract with Mid-Illinois Mechanical, Inc. for replacement of hot water heating boilers in the Lake Bloomington Water Treatment Plant through Bid#2016-07 in the amount of $192,400 be approved and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City Infrastructure & Facilities.

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

**BACKGROUND:** The original water treatment plant building (now designated the Water Plant Annex) is an integral, functioning, part of our treatment facilities campus. The building houses the pumps that withdraw water from Lake Bloomington, our primary chemistry and microbiology laboratory facilities, our machine shop, approximately 10 million gallons per day of filtration capacity, along with storage and office space.

In 2014, one of the two boilers in the facility failed. The Base Bid involves replacement of the failed boiler. Alternate 1 includes replacing the second boiler. Fortunately, we were able to operate using the remaining boiler last winter without incident. Prudent standard operating practice requires a backup boiler to prevent damage to the building and the water treatment systems housed therein in the event of a failure. In extreme, long duration, frigid conditions both boilers can be operated to maintain adequate temperature. Since the functioning boiler is the same age as the failed boiler, Staff recommend including the Alternate in the project.

| BIDDER | BASE BID | ALTERNATE 1 | TOTAL BID |
|---|---|---|---|
| Mid Illinois Mechanical, Inc. | $97,500 | $94,900 | $192,400 |
| Pipeworks, Inc. | $120,500 | $118,800 | $239,300 |

Mid Illinois Mechanical's submittal was technically incomplete since it did not include a copy of the Addendum issued during the bid process. The addendum mainly provided clarification about building access and heating controls and did not change the original scope of work. In this situation, as the addendum did not change the original scope of work or increase any contractual requirements, staff believes the failure to include the addendum was a minor technicality that gave them no advantage in the bidding process and would not have been at the detriment to any other bidder. Accordingly, as the bid documents allow the waiver of

technicalities, such a waiver is recommended in this case. The remainder of their submittal was in conformance with the City's procurement policies. Their submittal included references which were contacted as part of the evaluation process. Contacted references provided positive reviews of Mid Illinois Mechanicals project performance and quality.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This work was advertised in The Pantagraph on August 17, 2015 and a pre-bid meeting was held at the Water Treatment Plant at 10:00 a.m. on August 21, 2015.

**FINANCIAL IMPACT:** The FY2016 budget includes funding for this work. Pending Council approval, payment will be from Water Purification-Capital Outlay Equipment Other than Office Account (50100130-72140) after a transfer of budgeted funds in the amount of $192,400 from Water Purification-Other Professional & Technical Services (50100130-70220). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 102.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Russel Waller, P.E., Facilities Manger<br>Rick Twait, Superintendent of Water Purification |
| Reviewed by: | Brett Lueschen, Interim Director of Water |
| Financial & budgetary review by: | Chris Tomerlin, Budget Analyst<br>Carla Murillo, Budget Manager |
| Legal review by: | Jeffery R. Jurgens, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

Attachments:

- City Plan Holders List, Bid No.: 2016 – 07
- Bid Tab for Bid No.: 2016 – 07
- Contract for Bid No.: 2016 – 07

Motion: That the staff recommendation be accepted, that the contract with Mid-Illinois Mechanical, Inc. for replacement of hot water heating boilers in the Lake Bloomington Water Treatment Plant through Bid#2016-07 in the amount of $192,400 be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion:_____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Buragas | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

# City of Bloomington Planholder's List

**Project: Lake WTP Boiler Replacement**
**City Project No.: N/A**
**City Bid No.: 2016-07**

| # | Business | Contact/Name | Address | Phone # | Fax # | Email address |
|---|---|---|---|---|---|---|
| 1 | Prime Vendor Inc. | Kimberly Doumit | 4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 | 800-746-9554 | 800-746-8307 | bids20@prime-vendor.com |
| 2 | Pipe Works Inc. | | PO BOX 3395 Bloomington IL 61702 | 309-820-9791 | 309-828-0381 | pwi@pipeworksinc.com |
| 3 | The PIPCO Companies, Ltd. | Nicole Owens | 1409 W. Altorfer Dr. Peoria, IL 61615 | (309)692-4060 Ext. 116 | (309)692-2311 | nicoleo@pipco-co.com |
| 4 | A & R Mechanical Contractors, Inc. | Cathy Roelfs | 711 Kettering Park Dr. Urbana, IL 61801 | 217-367-4227 | 217-367-4164 | croelfs@ar-mech.com |
| 5 | Dodge Data & Analytics | Herb Weyerstrahs | 1333 Burr Ridge Pkwy Burr Ridge Il 60527 | 630-520-0421 | 630-286-8211 | herb.weyerstrahs@construction.com |
| 6 | Chief City Mechanical | Todd Rever | 101 Northtown Road, Normal, IL. | 309-827-0099 | 309-827-7287 | dd@ChiefCity.comcastbiz.net, Todd@ChiefCityMechanical.com |
| 7 | Construction Market Data Group (CMD) | Noreen “Rhain” Folio | | 323.602.5079 ext. 77397 | 800.467.2860 | noreen.folio@cmdgroup.com, rsqc@cmdgroup.com |
| 8 | Cleaver Brooks Sales & Service | Jim Myers | 1103 Marin Luther King Drive, Suite 1C, Bloomington IL 61701 | 309.821.9960 | 309.821.9964 | JMyers@cbservice.com> |
| 9 | iSqFt | Nefertiti Brady | 420 West Huron Street Chicago, IL 60654 | 800-364-2059 x 8197 | 866-570-8187 | nbrady@isqft.com |
| 10 | MidIllinois Mechanical, Inc | Jeremy Dodson | 304 S. Mason St. Bloomington, IL 61701 | (309)828-0459 | (309)829-2162 | jdodson@midilmech.com |

CITY OF Bloomington ILLINOIS

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

**RECORD OF BID OPENING FOR:**

# BID #2016-07
# LAKE BLOOMINGTON WATER TREATMENT PLANT BOILER REPLACEMENT

**DATE: August 31, 2015** **TIME: 10:00 a.m.**

| Rec'd Date & Time and Staff Initials | Bidder's Name | City, State | Mandatory City Documents | Bid Signed | Bid Bond | Addendum #1 | Base Bid | Alternate 1 | Total |
|---|---|---|---|---|---|---|---|---|---|
| 8-31-15 9:46am AC | Piperworks | Blm, IL | ✓ | ✓ | ✓ | ✓ | 120,500 | 118,800 | 239,300 |
| | | | | | | | | | |
| 8-31-15 9:47am AC | Mid-IL mechan | Blm IL | ✓ | ✓ | ✓ | no | 97,500 | 94,900 | 192,400 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

**WITNESSES:**

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award.
Prices or options/alternates will not be included on the tabulation.

**CITY OF BLOOMINGTON**
**CONTRACT WITH MID ILLINOIS MECHANICAL, INC. FOR**
**LAKE BLOOMINGTON WATER TREATMENT PLANT BOILER REPLACEMENT**

**THIS AGREEMENT**, dated this 14th day of September, 2015, is between the City of Bloomington (hereinafter "CITY") and Mid Illinois Mechanical, Inc. (hereinafter "CONTRACTOR").

**WHEREAS,** the CITY sought bids for the Lake Bloomington Water Treatment Plant Boiler Replacement (Bid 2016-07) on August 17, 2015; and

**WHEREAS,** the CONTRACTOR submitted a total bid of $192,400 to perform the Lake Bloomington Water Treatment Plant Boiler Replacement (Bid 2016-07) and desires to enter into a contract with the CITY to provide the services.

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

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

**Section 2.** **Description of Services**. CONTRACTOR shall perform the Base Bid and Alternate 1 services contained within the Lake Bloomington Water Treatment Plant Boiler Replacement Bid 2016-07 documents. Hereinafter, these services shall be collectively referred to as "the Work". CONTRACTOR shall complete all work no later than **November 30, 2015**.

**Section 3.** **Incorporation of Proposal Terms.** The provisions of the bid documents submitted by CONTRACTOR, shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

**Section 4.** **Payment & Term.** For the Work performed by CONTRACTOR, the CITY shall pay CONTRACTOR as follows:

CONTRACTOR shall submit monthly invoices for its services that detail the work performed and expense. Upon receipt of a proper invoice, payment will be due 30 days thereafter. For any invoice, the CITY may require supporting documentation for items identified before making payment.

**Section 5.** **Prevailing Wage.** This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

**Section 6.** **Default and Termination**. Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by CONTRACTOR's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within CONTRACTOR'S control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

**Section 7.** **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

**Section 8.** **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, as set forth within the Invitation to Bid, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Insurance certificates must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Section 9.** **Performance Bond** CONTRACTOR will furnish a bond to the City of Bloomington in the penal sum of **(100% of Contract Amount)** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

**Section 10.** **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work.

**Section 11.** **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 12.** **Compliance with Laws.** CONTRACTOR and all work performed under this Contract by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

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

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

**Section 15.** **Attorney Fees**. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

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

**Section 17.** **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____

Its Mayor

CONTRACTOR

By: _____

Its_____

ATTEST:

By: _____

City Clerk

**CONSENT AGENGA ITEM: 7G**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving a Professional Engineering Services Agreement with Farnsworth Group, Inc. for Design and Construction Plan Preparation of Linden Street Bridge Rehabilitation, RFQ No. 2015 - 26 (Ward 4)

**RECOMMENDATION/MOTION:** That the IDOT Motor Fuel Tax Agreement with Farnsworth Group, Inc. (FGI) for engineering survey, analysis, design, specification and plan preparation, and bidding services for Linden Street Bridge Rehabilitation in the amount of $220,336.58 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a "Better quality roads and sidewalks", and 2d "Well-designed, well-maintained City facilities emphasizing productivity and customer service".

**BACKGROUND & OVERVIEW:** The Linden Street Bridge is located approximately 250 feet north of Emerson Street. Severe deterioration along the center longitudinal joint, on the underside of the deck, has required traffic to be barricaded off of the middle lane. Concrete and steel reinforcing bar deterioration is also evident on several other areas of the deck as well.

In October of 2013, FGI prepared a report of inspection for the Linden Street Bridge that concluded IDOT analysis procedures recommend replacement of the bridge deck. Because of the future proposed alignment of a branch of Constitution Trail along Sugar Creek, Council direction was sought for including a bike trail underpass with the Linden Street Bridge rehabilitation project. A bike trail underpass presentation was given to Council at the Work Session held May 11, 2015 where Council gave Staff approval to include design for a trail underpass with the bridge rehabilitation project. The additional cost to construct a trail underpass was estimated at $300,000 above the cost of bridge deck replacement construction, totaling $900,000 for all construction costs.

FGI was selected using the Professional Services Qualifications Based Selection Process. This process involved:
(1) Sending out Request for Qualifications (RFQ) specific to the project,
(2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the thirteen (13) submittals down to the top three consultants,
(3) Interviewing these three consultants, and
(4) Selecting a top consultant and negotiating a fee with them.

These four tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards.

A list of the engineering firms that submitted Statements of Qualifications and the three engineering firms that were selected for interviews are attached. FGI was selected as the best firm to perform the bridge rehabilitation design because of their structures experience, and local knowledge of affected stakeholders such as the Bloomington Normal Water Reclamation District and other utilities.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Qualifications Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

During project scoping and design fee negotiation it was necessary for FGI to thoroughly examine all potential aspects of the work involved. During this process it was determined that a probable required increase in deck thickness would necessitate raising the Linden Street pavement to match the new bridge elevation, requiring reconstruction of a substantial portion of Linden Street pavement in each direction from the bridge deck replacement work. The additional pavement work would be necessary with or without the trail underpass work. All expected work included, the budget estimate of construction cost to replace the bridge deck is now $1,336,000, and the budget estimate of additional cost to construct the bike trail underpass is $247,000, for a total of $1,583,000 for all bridge, trail underpass, and pavement construction. It is expected that engineering design will be completed with MFT funds already budgeted in FY2016 and construction work completed with MFT funds to be budgeted for FY2017.

The contract amount included in the Professional Engineering Services Contract for design will be a not-to-exceed amount. The final overall rates and fees proposed by FGI are fair, appropriate and competitive for the scope of work included.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Bloomington Citizen and Council input were sought regarding construction of an underpass for Constitution Trail.

**FINANCIAL IMPACT:** Motor Fuel Tax (MFT) Funds were budgeted in the FY 2016 Adopted budget for this project in the amount of $1,000,000. Pending Council approval, the design and construction plan preparation will take place in FY 2016 at a cost of $220,336.58. The construction will be re-budgeted by Public Works in the Proposed FY 2017 Budget. Stakeholders can locate this item in the FY Proposed 2016 Budget Book titled "Other Funds & Capital Improvement Program" under the Motor Fuel Tax-Street Construction & Improvement (20300300-72530) on pages 10, 199, 203 and 223-224.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

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

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:**

- Consultant List
- MFT Engineering Agreement

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Motion: That the IDOT Motor Fuel Tax Agreement with Farnsworth Group, Inc. (FGI) for engineering survey, analysis, design, specification and plan preparation, and bidding services for Linden Street Bridge Rehabilitation in the amount of $220,336.58 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

LINDEN STREET, COTTAGE AVENUE & JERSEY AVENUE BRIDGES
REHABILITATION PROJECTS
RFQ NO. 2015-26

Engineering firms providing, “Statement of Qualifications” in response to City’s “Request for Qualifications”.

1. Baxter Woodman, Mokena, IL
2. Clark Dietz, Champaign, IL
3. Farnsworth Group, Bloomington, IL
4. Fehr Graham Engineering & Environmental, Champaign, IL
5. Hanson Professional Services, Springfield, IL
6. Infrastructure Engineering, Chicago, IL
7. Knight Engineers & Architects, Chicago, IL
8. Maurer-Stutz, Peoria, IL
9. McClure Engineering, East Moline, IL
10. Midwest Engineering Associates, East Peoria, IL
11. TERRA Engineering, Peoria, IL
12. V3 Companies, Woodridge, IL

Engineering firms selected for interview following review of all “Statement of Qualifications”.

1. Baxter Woodman
2. Farnsworth Group
3. Hanson

| LOCAL AGENCY | | CONSULTANT | |
|---|---|---|---|
| Municipality: City of Bloomington | Illinois Department of Transportation | Name: Farnsworth Group, Inc. | |
| Township: | | Address: 2709 McGraw Drive | |
| County: McLean | | City: Bloomington | |
| Section: 15-00354-00-BR | | State: Illinois | |

THIS AGREEMENT is made and entered into this _____ day of Sept. , 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

## Section Description

Name Linden Street Bridge Rehabilitation

Route FAU 6405 Length 0.095 Mi. 500 FT (Structure No. 057-6319 )

Termini From Emerson Street to ± 100' North of Dawes Place, From ± 150' West of Bridge to ± 150' East of Bridge

Description: Right of Way Survey, Topographic Survey, Hydraulic Survey, Easement Plats, Data Collection / Preliminary Work Sheets, Hydraulic Design/Report, Trail Design, Retaining Walls for Trail, Environmental Survey Request, Permits, Agency Coordination Meetings, Geotechnical Engineering, Plans, Specifications, Estimates, and Bidding Services for the Superstructure replacement and partial substructure replacement of the Linden Street Bridge over Sugar Creek, new multi-use trail under the bridge including retaining walls, and necessary roadway improvements. See Attachment A for Project Scope of Services, Attachment B for Fee Summary and Attachment E for the location map.

## Agreement Provisions

**The Engineer Agrees,**

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

h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

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

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

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

l. ☒ See Attachment A – Scope of Services.

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

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

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

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

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

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c,1e, 1f, 1g, 1h, 1i, 1j, 1l, and 2 in accordance with one of the following methods indicated by a check mark:

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

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

c. ☒ See Attachment B.

2. To pay for services stipulated in paragraphs 1c, of the ENGINEER AGREES at actual cost of performing such work plus 5% percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

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

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

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

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

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

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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**It is Mutually Agreed,**

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

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

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

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

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

Executed by the LA:

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

ATTEST:

By _____

_____ Clerk

(Seal)

State of Illinois, acting by and through its

_____

By _____

Title Mayor

Executed by the ENGINEER:

Farnsworth Group, Inc.

2709 McGraw Drive

Bloomington, IL 61704

ATTEST:

By Donald K. Rutledge

Title Principal

By Joseph M. Lowman

Title Engineering Manager

**Approved**

_____
Date
Department of Transportation

_____
Regional Engineer

# ATTACHMENT A

## (PROJECT SCOPE OF SERVICES)

**ATTACHMENT A**
**PROJECT SCOPE OF SERVICES – August 28, 2015**

**City of Bloomington**
Linden Street Bridge Rehabilitation
Section: 15-00354-00-BR, S.N. 057-6319
McLean County

**Provide Phase I Engineering Services** – Field Survey, Geotechnical Report, Environmental Study, Hydraulic Study, Permits, Utility Coordination, Right-of-Way (R.O.W.) and Easement Plats per the requirements of the IDOT – Bureau of Local Roads and Street Manual, 2005 Edition.

**Provide Phase II Engineering Services** – Structure, Roadway and Bike Multi-Use Trail Design Plans, Specifications, and Estimates (PS&E) per the requirements of the IDOT – Bureau of Local Roads and Street Manual, 2005 Edition. Bidding services for the local letting will also be included.

1. **Right-of-Way (ROW) Survey**

   The existing R.O.W. will be established from the north side of Linden Street and Emerson Street to ± 100' north of Dawes Place. Also the creek R.O.W. will be established within the limits of the project.

2. **Topographic Survey**

   A Topographic Survey will be performed from the north side of Linden Street and Emerson Street to ± 100' north of Dawes Place. The bridge will be detailed due to the reusing of the substructure elements. The limits of the topographic survey will be ± 25' west of the west R.O.W. line to ± 25' east of the east R.O.W. line. Additionally, the north side of the creek will have a topographic survey from approximately 200' west of the bridge to 200' east of the bridge for the purpose of placing a multi-use trail.

3. **Hydraulic Survey**

   A Hydraulic Survey will be performed along Sugar Creek from approximately 500' west of the bridge to 500' east of the bridge. Hydraulic cross sections will be taken at roughly 100' intervals and will extend to either one foot above the bridge deck or 500' north and 500' south of the bridge, whichever is established first.

4. **Easement Plats**

   A total of two easement plats are assumed for this project. This also includes obtaining title searches for the two plats. These easements will not be staked in the field.

5. **Preliminary Work Sheets**

   Create a digital terrain model in order to create the Plan & Profile sheet(s), Cross Sections and Alignment Drawings. The Plan and Profile drawings will be at a 1"= 20' scale. The Roadway Cross Sections will be cut at 50' increments.

6. **Hydraulic Design**

   Prepare a Hydraulic report taking into account the reusing of the substructure elements and adding a multi-use trail under the north span. This includes reviewing the existing flood

study, using HEC-RAS to model the natural and existing conditions. Then use HEC-RAS to model the modified bridge and creek, within the limits of this bridge, taking into account the trail and any walls, etc. A preliminary Type, Size, and Location (TS&L) drawing will be prepared to include with the Hydraulic report. This report will be submitted to IDOT, Army Corps of Engineers, IEPA, IDNR and the City of Bloomington, as part of the permits under Item No. 9.

**7. Trail Design**

A multi-use trail 10' wide with 2' shoulders will be designed on the north side of Sugar Creek from approximately 150' west of the bridge to 150' east of the bridge. No preliminary options will be presented to the City of Bloomington. Plan & profile sheets (Scale 1" = 20'), trail cross sections (maximum 50' intervals with sections at breaks), and trail typical sections will be produced for bidding documents. No additional preliminary cost estimates will be performed. These plans will be incorporated with the overall plan set.

**8. Retaining Walls for Trail**

It is anticipated that retaining walls will be required for the multi-use trail west and east of the bridge in addition to under the bridge. A Soldier Pile wall will be constructed under the north span of the bridge and extend beyond the bridge substructure elements. The retaining wall extensions at each end of the Soldier Pile wall will be Segmental Concrete Block walls. Soldier Pile walls typically require at least four sheets of plans due to the complexity. No other options will be investigated or separate estimates will be provided for the retaining walls.

**9. Permits**

A joint 3-way Hydraulic permit will be prepared and submitted to IDOT, Corp. of Engineers, IEPA, IDNR and City of Bloomington. It is anticipated both the City Engineer and Farnsworth Group, Inc. will sign-off on this permit. The application fee for an IDNR permit may be as high as $5,000; this potential fee is included in our direct cost.

**10. Environmental**

Environmental Survey Request Forms (ESR) and exhibits for the project location will be completed and submitted to IDOT. The biological and cultural sign-offs will also be prepared and submitted to IDOT for approval. It is anticipated that a Special Waste Screening will be required for this site. Depending on the results of the screening, a Preliminary Environmental Site Assessment (PESA) may be required. A PESA is included in our scope. Due to the construction of the multi-use trail, it is assumed that the 6" diameter water main will need to be relocated, therefore the permit and cost estimate for this water main will be prepared and submitted to the IEPA.

**11. Pre-Final Roadway Plans**

Plans will be prepared following IDOT, MFT and the City of Bloomington standards. It is assumed that the roadway work will be approximately 500' in length. The following sheets

will be created: Cover Sheet; Highway Standards; Summary of Quantity sheet; Typical Roadway Sections; Schedule of Quantities; Ties and Benchmarks; Plan and Profile; Erosion and Sediment Control; Pavement Markings; Water Main Design and Details (due to the trail addition, the water main will probably need to be relocated); Sanitary Sewer details (west of the bridge the sewer will need to be changed to Ductile Iron (No permit required)); Roadway Details; Drainage Details (potential of Siphane under BNWRD's 60" pipe on the south side of the road); and Roadway Cross Sections at 50' intervals. Specifications, Quantities, Estimates of Time and Cost will also be prepared. These plans will be submitted to both IDOT District 5 and the City of Bloomington for review. See additional design and plan information below.

A. Design Policy – IDOT Bureau of Local Roads and Streets Manual, 2005 Edition
B. Funding Type – Motor Fuel Tax Funds
C. Functional Classification – Urban Minor Arterial
D. Geometric Design Criteria: New construction / Reconstruction Two Way Urban Arterial
E. ADT (Year 2032) = 10,500, Estimated DHV = 1,050
F. Design Speed: 30 – 40 MPH
G. Pavement Cross Slope: 1.5%
H. New construction / Reconstruction – Typical Section shall be 11' through and auxiliary lanes with Type B-6.18 combination curb and gutter, and 5' Portland Cement Concrete sidewalks in accordance with policy and to meeting existing conditions. North of the structure two (2) lanes in each direction will be provided. South of the structure, one (1) through lane in each direction, a southbound left turn lane and a southbound right turn lane will be provided.
I. Provide for Jointed PCC Pavement matching the existing pavement thickness
J. Provide for a 5' sidewalk on each side of Linden Street
K. Provide Plan and Profile drawings, showing proposed horizontal and vertical alignment for at 1" = 20' Scale
L. Provide Proposed Cross Sections at 50' intervals
M. Provide intersection details for the intersection Dawes Place and Linden Street
N. Provide Sidewalk Ramps in accordance with current ADA requirements
O. Provide Portland Cement Concrete Entrances from back of curb to existing Right of Way or Easement
P. Provide drainage inlets and storm sewer reconnections
Q. Provide Storm Water Pollution Prevention Plan and Erosion Control Plan
R. Provide both summary and schedule tables for quantities not otherwise shown

**12. Pre-Final Structure Plans** (See Attachment E for the Bridge Cross Section)

Structure plans will be prepared to rehabilitate the bridge. It is anticipated that a new superstructure will be used for this bridge. The superstructure will be a cast-in-place concrete slab in order to minimize any potential raising of the roadway and to prevent lowering the low beam elevation. Some channel work will be required, due to the multi-use trail work under the north span of the bridge as noted in Item No. 8. The bridge roadway width will match the existing width. There will be sidewalks on both sides of the bridge. The sidewalks will be designed as an 8" raised walk 6' wide with no other barrier between the walk and driving surface. Substructure modifications will be required in order to incorporate

the 6' sidewalk and bridge approach slab (complete abutment removal is anticipated). Inlets in each quadrant of the bridge (beyond the approach slabs) will provide adequate drainage for the bridge deck. A 2" overlay system (2" HMA surface and waterproofing membrane) will be researched during the design phase in order to determine if it is a cost effective addition to protect the bridge deck. A temporary support structure will be designed to support the utilities attached to the existing superstructure during construction. Also, coordination with the Geotechnical Engineer (Ramsey Geotechnical Engineering) will be required. These plans will be submitted to IDOT District 5 and the City of Bloomington for review.

**13. Final Roadway Plans**

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

**14. Final Structure Plans**

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

**15. Meetings/Utility Coordination**

A total of three (3) coordination meetings with the City of Bloomington staff and other agencies such as BNWRD, the City Water Department, etc. are assumed. Additionally, one (1) public meeting to be held at City Hall is also anticipated with preparation time. Additional coordination will be required with Frontier Communications, because their conduits are attached to the existing superstructure. It is also assumed three (3) site visits will be required for coordination.

**16. Quality Assurance/Quality Control**

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

**17. Bidding Services for Local Letting**

Bidding Services include the following for one (1) – Local Letting:

A. Provide project advertisement for newspaper and IDOT BLRS Local Agency Bulletin
B. Provide electronic (.PDF) plans, specifications, estimates and addendums to prospective bidders
C. Maintain a Bidders List
D. Provide for one (1) – "Pre Bid" meeting with interested contractors, address Contractors' questions, prepare meeting minutes, and addendums
E. Attend bid opening and review Contractors' bids submitted for the project.

F. Bid Tab Preparation
G. Coordinate processing of IEPA Notice of Intent (NOI). City staff shall complete and process the Contract, Bonds, Insurance, EEO and other Contractor associated items.
H. Attend the Preconstruction Meeting with the City, Contractors, and Utility Agencies

**18. Administration**

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

**19. Geotechnical Engineering**

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

**20. Items to be furnished by the City of Bloomington**

A. Existing Roadway Plans (if more recent than the FGI plans dated July 1, 1981)
B. Existing Structure Plans (if more recent than the FGI plans dated July 1, 1981)
C. City of Bloomington Contract Documents to be inserted into the specifications.

**21. Compensation**

Farnsworth Group, Inc. will perform the above professional services on an hourly basis, as outlined in Attachment B.

Farnsworth Group, Inc. will invoice the client monthly or less frequently, based on the percentage complete, and payment will be due within 60 days of the invoice.

**Note: Not included in this Contract and Scope of Services**

- Changes and Updates to the Plans, Specifications and Estimates after the Final Submittal Date Noted in the Schedule.
- IHPA Historical / Archeological Level 1 Studies
- IDNR Endangered Species Detailed Action Reports
- Roadway Soil Borings or a Roadway Geotechnical Report
- Pavement Design
- Preliminary Site Investigation (PSI) and Site soil borings or material sampling or testing that may be required as a result for the Preliminary Environmental Site Assessment (PESA) findings
- Proposed, detailed environmental mitigation plans other than the Preliminary Environmental Assessment (PESA) services mentioned above.
- Environmental Impact Statement
- 4(f) or 6(f) Special Land Studies
- Property Appraisals
- Quantities, Schedules, and Estimates (multi-use trail final surface)

**ATTACHMENT A**
**PROJECT SCOPE OF SERVICES – August 28, 2015**

**City of Bloomington**
Linden Street Bridge Rehabilitation
Section: 15-00354-00-BR, S.N. 057-6319
McLean County

- Formal Public Hearing or Context Sensitive Solutions (CSS) process other than the one (1) public hearing meeting listed above
- Public or Private Stakeholder, Council, or Board Meetings
- Performing traffic counts and capacity analysis
- Redesign of existing roadway storm sewer system
- Intersection geometric improvements and Intersection Design Study at Emerson Street and Dawes Place
- Public or Private Detailed Utility Relocation Analysis or Review, other than what is necessary to complete the structure, trail, and roadway improvements within this scope of services
- Public or Private Utility Extensions, Studies or Replacements
- Landscaping, Architectural, or Decorative Streetscape Design
- Retaining wall design other than the Soldier pile and Segmental Concrete Block retaining walls mentioned above
- Street Lighting or Decorative Electrical Lighting
- Conversion of Electronic Microstation (.DGN) files to any format other than (.PDF).
- IEPA Notice of Termination (NOT)
- Construction Staging and Sequencing Plan (Maintenance of Traffic)
- Phase III Construction Engineering Services

The work listed above will be completed on a time and material basis or under a separate contract addendum, if requested at a later date if requested by the Client.

# ATTACHMENT B

## (FEE SUMMARY)

Work Sheet Phase I and II
Summary of Man-Hours by Category
8/28/2015

Route: City of Bloomington Linden Street Rehabilitation
Section: 15-00354-00-BR
County: McLean
Job No.
PTB/Item:
Structure No.: 057-6319
Consultant: Farnsworth Group, Inc.

| | Scope of Work Item | TOTAL | PRINC. | ENG. MGR. | Sr. PROJ. ENG. or Sr. Land Surveyor | TECH MGR. | SR. ENG. | DESIGNER | CHIEF TECH. | TECH. II | CLER. | TRUCK (Days) | ROBOTIC TOTAL STATION (Hrs.) | CADD | GPS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Right-of-Way (ROW) Surveying (1-Man Crew)** | | | | | | | | | | | | | | |
| | Background | 3 | | 1 | 1 | | | | 1 | | | | | | |
| | Field Surveying | 24 | | | | | | | 24 | | | 3 | 16 | | |
| | Checking | 3 | | | 3 | | | | | | | | | | |
| | Subtotal | 30 | 0 | 1 | 4 | 0 | 0 | 0 | 25 | 0 | 0 | 3 | 16 | 0 | 0 |
| 2 | **Topographic Survey (2-Man Crew)** | | | | | | | | | | | | | | |
| | Briefing | 3 | | 1 | 1 | | | | 1 | | | | | | |
| | Set Control | 8 | | | | | | | 4 | 4 | | | | | |
| | Detail Bridge | 20 | | | | | | | 10 | 10 | | 1 | 10 | | |
| | Topo from Emerson Street to ± 100' North of Dawes Place | 40 | | | | | | | 20 | 20 | | 2 | 20 | | |
| | Additional Survey for Walls for Multi-Use Trail | 16 | | | | | | | 8 | 8 | | 1 | 8 | | |
| | Subtotal | 87 | 0 | 1 | 1 | 0 | 0 | 0 | 43 | 42 | 0 | 4 | 38 | 0 | 0 |
| 3 | **Hydraulic Survey (2-Man Crew)** | | | | | | | | | | | | | | |
| | Briefing | 3 | | 1 | 1 | | | | 1 | | | | | | |
| | Hydraulic Survey 500' Upstream to 500' Downstream | 32 | | | | | | | 16 | 16 | | 2 | | | 16 |
| | Subtotal | 35 | 0 | 1 | 1 | 0 | 0 | 0 | 17 | 16 | 0 | 2 | 0 | 0 | 16 |
| 4 | **Easement Plats (Assume 2-Plats)** | 12 | | | 8 | | | | 4 | | | | | 4 | |
| 5 | **Preliminary Work Sheets** | | | | | | | | | | | | | | |
| | Create Digital Terrain Model/Data Dump Processing | 32 | | | | 16 | | 16 | | | | | | 32 | |
| | Create Hydraulic Cross Sections | 8 | | | | 4 | 4 | | | | | | | 4 | |
| | Create Existing Roadway Cross Sections | 8 | | | | 4 | | 4 | | | | | | 8 | |
| | Create Preliminary Plans & Profile Sheets | 12 | | | | 4 | | 8 | | | | | | 12 | |
| | Subtotal | 60 | 0 | 0 | 0 | 28 | 4 | 28 | 0 | 0 | 0 | 0 | 0 | 56 | 0 |
| 6 | **Hydraulic Design** | | | | | | | | | | | | | | |
| | Review Existing Flood Study | 12 | | | 4 | | 8 | | | | | | | | |
| | Model Existing/Natural Conditions | 20 | | | 4 | | 16 | | | | | | | | |
| | Model Existing Bridge | 10 | | | 2 | | 8 | | | | | | | | |
| | Model Modified Bridge/Retaining Walls | 16 | | | 4 | | 12 | | | | | | | | |
| | Prepare Hydraulic Exhibits including Preliminary TS&L | 56 | | | 8 | | 16 | 32 | | | | | | 32 | |
| | Write Hydraulic Report | 14 | | | 2 | | 8 | | | | 4 | | | | |
| | Review Hydraulic Report | 12 | | 12 | | | | | | | | | | | |
| | Subtotal | 140 | 0 | 12 | 24 | 0 | 68 | 32 | 0 | 0 | 4 | 0 | 0 | 32 | 0 |

Work Sheet Phase I and II
Summary of Man-Hours by Category
8/28/2015

Route: City of Bloomington Linden Street Rehabilitation
Section: 15-00354-00-BR
County: McLean
Job No.
PTB/Item:
Structure No.: 057-6319
Consultant: Farnsworth Group, Inc.

| | Scope of Work Item | TOTAL | PRINC. | ENG. MGR. | Sr. PROJ. ENG. or Sr. Land Surveyor | TECH MGR. | SR. ENG. | DESIGNER | CHIEF TECH. | TECH. II | CLER. | TRUCK (Days) | ROBOTIC TOTAL STATION (Hrs.) | CADD | GPS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7 | **Trail Design = 150' West to 150' East** | | | | | | | | | | | | | | |
| | Preliminary Layout | 12 | | | 12 | | | | | | | | | | |
| | Plan & Profile Sheets | 34 | | | 2 | 16 | 16 | | | | | | | 16 | |
| | Cross Sections | 34 | | | 2 | 16 | 16 | | | | | | | 16 | |
| | Typical Trail Sections | 8 | | | | | 4 | 4 | | | | | | 4 | |
| | Review | 4 | | 4 | | | | | | | | | | | |
| | Subtotal | 92 | 0 | 4 | 16 | 32 | 36 | 4 | 0 | 0 | 0 | 0 | 0 | 36 | 0 |
| 8 | **Retaining Walls for Trail** | | | | | | | | | | | | | | |
| | Preliminary Layout | 12 | | | 12 | | | | | | | | | | |
| | West Wall Design (Segmental Concrete Block) | 24 | | | 8 | | 16 | | | | | | | | |
| | West Wall Detailing (Assume 1-Sheet) | 36 | | | 4 | | 16 | 16 | | | | | | 16 | |
| | Wall Under Bridge Design ( Assume Soldier Pile) | 36 | | | 12 | | 24 | | | | | | | | |
| | Wall Under Bridge Detailing (4-Sheets) (Soldier Pile) | 128 | | | 12 | | 52 | 64 | | | | | | 64 | |
| | East Wall Design (Segmental Concrete Block) | 24 | | | 8 | | 16 | | | | | | | | |
| | East Wall Detailing (Assume 1-Sheet) | 36 | | | 4 | | 16 | 16 | | | | | | 16 | |
| | Review | 16 | | 16 | | | | | | | | | | | |
| | Subtotal | 312 | 0 | 16 | 60 | 0 | 140 | 96 | 0 | 0 | 0 | 0 | 0 | 96 | 0 |
| 9 | **Permits** | | | | | | | | | | | | | | |
| | Joint 3-way Hydraulic Permit | 6 | | | | | 4 | | | | 2 | | | | |
| | Subtotal | 6 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 |
| 10 | **Environmental** | | | | | | | | | | | | | | |
| | Environmental Survey Request (ESR) | 12 | | | 2 | | 8 | | | | 2 | | | | |
| | Preliminary Environmental Site Assessment (PESA) & Special Waste Screening | 38 | | | 8 | | 30 | | | | | | | | |
| | Subtotal | 50 | 0 | 0 | 10 | 0 | 38 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 |
| 11 | **Pre-Final Roadway Plans** | | | | | | | | | | | | | | |
| | Cover Sheet | 8 | | | | | 4 | 4 | | | | | | 4 | |
| | Highway Standards, Plan Notes, Commitments (1-Sheet) | 6 | | | | | 4 | 2 | | | | | | 2 | |
| | Summary of Quantities (1-Sheet) | 18 | | | 2 | | 8 | 8 | | | | | | 8 | |
| | Typical Sections (1-Sheet) | 12 | | | 2 | | 4 | 6 | | | | | | 6 | |
| | Schedule of Quantities (1-Sheet) | 16 | | | 2 | | 6 | 8 | | | | | | 8 | |
| | Ties, and Benchmarks (1-Sheet) | 8 | | | | | 4 | 4 | | | | | | 4 | |
| | Plan and Profile(s) (1-Sheet) | 30 | | | 8 | 14 | 8 | | | | | | | 14 | |
| | Erosion and Sediment Control Details (1-Sheet) | 8 | | | | | 4 | 4 | | | | | | 4 | |
| | Drainage (1-Sheet) | 22 | | | 2 | | 12 | 8 | | | | | | 8 | |
| | Pavement Markings (1-Sheet) | 12 | | | | | 6 | 6 | | | | | | 6 | |
| | Water Main Design/Detailing (1-Sheet) | 18 | | | 2 | 8 | 8 | | | | | | | 8 | |
| | Sanitary Sewer Design/Detailing (1-Sheet) | 12 | | | 2 | 6 | 4 | | | | | | | 6 | |

Work Sheet Phase I and II
Summary of Man-Hours by Category
8/28/2015

Route: City of Bloomington Linden Street Rehabilitation
Section: 15-00354-00-BR
County: McLean
Job No.
PTB/Item:
Structure No.: 057-6319
Consultant: Farnsworth Group, Inc.

| | Scope of Work Item | TOTAL | PRINC. | ENG. MGR. | Sr. PROJ. ENG. or Sr. Land Surveyor | TECH MGR. | SR. ENG. | DESIGNER | CHIEF TECH. | TECH. II | CLER. | TRUCK (Days) | ROBOTIC TOTAL STATION (Hrs.) | CADD | GPS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Specifications | 20 | | | 4 | | 12 | | | | 4 | | | | |
| | Estimate of Time/Estimate of Cost | 12 | | | 2 | | 8 | | | | 2 | | | | |
| | Quantity Calculations | 18 | | | 2 | | 16 | | | | | | | | |
| | Roadway Details (1-Sheet misc)(2 sheets Pavement Joints and Intersection Details) | 24 | | | | | 12 | 12 | | | | | | 12 | |
| | Drainage Details (1-Sheet) | 8 | | | 2 | | 2 | 4 | | | | | | 4 | |
| | Cross Sections Mainline (12 Sections @ 1 1/2 hr.) | 18 | | | | 12 | 6 | | | | | | | 12 | |
| | Review Preliminary Roadway Plans | 16 | | 16 | | | | | | | | | | | |
| | Subtotal | 286 | 0 | 16 | 30 | 40 | 128 | 66 | 0 | 0 | 6 | 0 | 0 | 106 | 0 |
| **12** | **Pre-Final Structure Plans** | | | | | | | | | | | | | | |
| | General Plan and Elevation | 12 | | | 2 | | 4 | 6 | | | | | | 6 | |
| | General Data (General Notes, Bill of Material, Miscellaneous Details) | 38 | | | 8 | | 12 | 18 | | | | | | 18 | |
| | Top of Slab Elevation Locations and Elevations | 26 | | | 2 | | 12 | 12 | | | | | | 12 | |
| | Superstructure Deck (Top of Slab)/(Bottom of Slab) | 50 | | | 10 | | 20 | 20 | | | | | | 20 | |
| | Superstructure Cross Sections | 22 | | | 2 | | 10 | 10 | | | | | | 10 | |
| | Superstructure Details - (Sidewalk Details, Bill of Material) | 28 | | | 2 | | 10 | 16 | | | | | | 16 | |
| | Bridge Approach Slab Details (2-Sheets) | 54 | | | 10 | | 20 | 24 | | | | | | 24 | |
| | Parapet Railing | 28 | | | 4 | | 12 | 12 | | | | | | 12 | |
| | South Abutment (Modifications) | 32 | | | 4 | | 12 | 16 | | | | | | 16 | |
| | North Abutment (Modifications) | 32 | | | 4 | | 12 | 16 | | | | | | 16 | |
| | Pier No. 1 (Modifications) | 24 | | | 4 | | 8 | 12 | | | | | | 12 | |
| | Pier No. 2 (Modifications) | 24 | | | 4 | | 8 | 12 | | | | | | 12 | |
| | Boring Logs & Coordination w/ Geotech Subconsultant | 14 | | | 8 | | 4 | 2 | | | | | | 2 | |
| | Slope Paving Details | 36 | | | 2 | | 16 | 18 | | | | | | 18 | |
| | Utility Temporary Support Structure | 28 | | | 4 | | 12 | 12 | | | | | | 12 | |
| | Internal Review | 32 | | 32 | | | | | | | | | | | |
| | Subtotal | 480 | 0 | 32 | 70 | 0 | 172 | 206 | 0 | 0 | 0 | 0 | 0 | 206 | 0 |
| **13** | **Final Roadway Plans - Revisions after COB/IDOT Dist 5 Review** | 26 | | 4 | | | 10 | 12 | | | | | | 12 | |
| **14** | **Final Structure Plans - Revisions after COB/IDOT Dist 5 Review** | 40 | | 4 | | | 16 | 20 | | | | | | 20 | |
| **15** | **Meetings/Utility Coordination** | | | | | | | | | | | | | | |
| | 3 Meetings with COB Staff etc. | 21 | | 9 | | | 9 | | | | 3 | | | | |
| | 1 Public Meeting (w/Preparation Time) | 18 | | 6 | | | 10 | | | | 2 | | | | |
| | Coordination with Frontier / Utilities | 14 | | 2 | | | 12 | | | | | | | | |
| | Site Visits (3 @ 2hr Each) | 12 | | 6 | | | 6 | | | | | | | | |
| | Subtotal | 65 | 0 | 23 | 0 | 0 | 37 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 |
| **16** | **QC/QA (Assume +/-3%)** | 52 | 26 | 26 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Work Sheet Phase I and II
Summary of Man-Hours by Category
8/28/2015

Route: City of Bloomington Linden Street Rehabilitation
Section: 15-00354-00-BR
County: McLean
Job No.
PTB/Item:
Structure No.: 057-6319
Consultant: Farnsworth Group, Inc.

| Scope of Work Item | TOTAL | PRINC. | ENG. MGR. | Sr. PROJ. ENG. or Sr. Land Surveyor | TECH MGR. | SR. ENG. | DESIGNER | CHIEF TECH. | TECH. II | CLER. | TRUCK (Days) | ROBOTIC TOTAL STATION (Hrs.) | CADD | GPS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **17 Bidding Services for Local Letting** | | | | | | | | | | | | | | |
| Advertisement for Newspaper and IDOT BLRS Local Agnecy Bulletin | 6 | | 1 | | | 4 | | | | 1 | | | | |
| IEPA Notice of Inent | 3 | | 1 | | | 2 | | | | | | | | |
| Distribute Plans to Bidders and Maintain a Bidders List | 11 | | | | | 8 | 1 | | | 2 | | | | |
| Attend Pre-Bid/Addendum | 10 | | 4 | | | 4 | | | | 2 | | | | |
| Prepare a Bid Tab / Bid Recommendation | 6 | | 2 | | | 3 | | | | 1 | | | | |
| Bid Opening | 6 | | 3 | | | 3 | | | | | | | | |
| Preconstruction Meeting | 6 | | 3 | | | 3 | | | | | | | | |
| Subtotal | 48 | 0 | 14 | 0 | 0 | 27 | 1 | 0 | 0 | 6 | 0 | 0 | 0 | 0 |
| **18 Administrative Management (Assume +/-3%)** | | | | | | | | | | | | | | |
| Project Management | 45 | | 45 | | | | | | | | | | | |
| Project Administration (Contract, Billing, etc.) | 10 | | 10 | | | | | | | | | | | |
| Subtotal | 55 | 0 | 55 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Grand Total | 1876 | 26 | 209 | 224 | 100 | 680 | 465 | 89 | 58 | 25 | 9 | 54 | 568 | 16 |

# PAYROLL ESCALATION TABLE
## FIXED RAISES

FIRM NAME: Farnsworth Group, Inc
PRIME/SUPPLEMENT: Prime

DATE: 08/28/15
PTB NO.: COB Linden Street

| | | | |
|---|---|---|---|
| CONTRACT TERM | 8 MONTHS | OVERHEAD RATE | 157.05% |
| START DATE | 9/28/2015 | COMPLEXITY FACTOR | 0 |
| RAISE DATE | 4/1/2016 | % OF RAISE | 3.00% |

## ESCALATION PER YEAR

| 9/28/2015 - 4/1/2016 | 4/2/2016 - 6/1/2016 | | | |
|---|---|---|---|---|
| 6 / 8 | 2 / 8 | | | |
| = 75.00% | 25.75% | | | |
| = 1.0075 | | | | |

**The total escalation for this project would be:** 0.75%

# PAYROLL RATES

FIRM NAME Farnsworth Group, Inc DATE 08/28/15
PRIME/SUPPLEMENT Prime
PSB NO. COB Linden Street

ESCALATION FACTOR 0.75%

| CLASSIFICATION | CURRENT RATE | CALCULATED RATE |
|---|---|---|
| Principal | $74.23 | $74.79 |
| Sr. Engr./Arch./Survey Mgr. | $57.97 | $58.40 |
| Engr./Arch./Survey Mgr. | $49.09 | $49.46 |
| Sr. Proj, Engr./Desnr./Arch. | $41.99 | $42.30 |
| Proj. Engr./Surveyor/Arch. | $36.56 | $36.83 |
| Sr. Engr./Surveyor/Arch. | $33.20 | $33.45 |
| Professional | $29.58 | $29.80 |
| Professional Intern II | $27.52 | $27.73 |
| Professional Intern I | $24.41 | $24.59 |
| Technical Manager | $47.87 | $48.23 |
| Sr. Project Designer | $39.94 | $40.24 |
| Project Designer | $36.10 | $36.37 |
| Sr. Designer | $32.13 | $32.37 |
| Designer | $29.41 | $29.63 |
| Integration Specialist | $25.64 | $25.83 |
| Computer Specialist | $35.57 | $35.84 |
| Lead Technician | $30.15 | $30.38 |
| Chief Technician | $26.41 | $26.61 |
| Sr. Technician | $22.56 | $22.73 |
| Technician II | $20.58 | $20.73 |
| Technican I | $15.93 | $16.05 |
| Admin/Clerical | $27.12 | $27.32 |

# Subconsultants

**FIRM NAME** Farnsworth Group, Inc **DATE** 08/28/15
**PRIME/SUPPLEMENT** Prime
**PSB NO.** COB Linden Street

| NAME | Direct Labor Total | Contribution to Prime Consultant |
|---|---|---|
| Ramsey Geotechnical | 4,579.23 | 457.92 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| **Total** | 4,579.23 | 457.92 |

# COST PLUS FIXED FEE
# COST ESTIMATE OF CONSULTANT SERVICES

| | | | |
|---|---|---|---|
| **FIRM** | Farnsworth Group, Inc | | **DATE** 08/28/15 |
| **PSB** | COB Linden Street | **OVERHEAD RATE** | 1.5705 |
| **PRIME/SUPPLEMENT** | Prime | **COMPLEXITY FACTOR** | 0 |

| DBE DROP BOX | ITEM | MANHOURS (A) | PAYROLL (B) | OVERHEAD & FRINGE BENF ( C ) | IN-HOUSE DIRECT COSTS (D) | FIXED FEE (E) | Outside Direct Costs (F) | SERVICES BY OTHERS (G) | DBE TOTAL (H) | TOTAL (B-G) | % OF GRAND TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | ROW Survey | 30 | 883.88 | 1,388.13 | 572.00 | 327.04 | | | | 3,171.05 | 1.44% |
| | Topographic Survey | 87 | 2,106.75 | 3,308.66 | 1,121.00 | 779.50 | | | | 7,315.91 | 3.32% |
| | Hydraulic Survey | 35 | 875.85 | 1,375.52 | 507.00 | 324.06 | | | | 3,082.44 | 1.40% |
| | Easement Plats | 12 | 444.87 | 698.67 | 575.00 | 164.60 | | | | 1,883.15 | 0.85% |
| | Preliminary Worksheets | 60 | 2,313.86 | 3,633.92 | 855.00 | 856.13 | | | | 7,658.92 | 3.48% |
| | Hydraulic Design | 140 | 4,940.82 | 7,759.56 | 525.00 | 1,828.10 | | | | 15,053.48 | 6.83% |
| | Trail Design | 92 | 3,740.73 | 5,874.81 | 555.00 | 1,384.07 | | | | 11,554.61 | 5.24% |
| | Retaining Walls | 312 | 10,857.02 | 17,050.95 | 1,455.00 | 4,017.10 | | | | 33,380.07 | 15.15% |
| | Pemits | 6 | 188.44 | 295.95 | 5,105.00 | 69.72 | | | | 5,659.12 | 2.57% |
| | Environmental | 50 | 1,748.76 | 2,746.42 | 395.00 | 647.04 | | | | 5,537.22 | 2.51% |
| | Pre-Final Roadway Plans | 286 | 10,390.67 | 16,318.55 | 1,650.00 | 3,844.55 | | | | 32,203.76 | 14.62% |
| | Pre-Final Structure Plans | 480 | 16,401.13 | 25,757.98 | 3,135.00 | 6,068.42 | | | | 51,362.53 | 23.31% |
| | Final Roadway Plans | 26 | 887.89 | 1,394.43 | 210.00 | 328.52 | | | | 2,820.84 | 1.28% |
| | Final Structure Plans | 40 | 1,325.63 | 2,081.90 | 315.00 | 490.48 | | | | 4,213.01 | 1.91% |
| | Meetings / Utility Coord. | 65 | 2,511.77 | 3,944.73 | | 929.35 | | | | 7,385.85 | 3.35% |
| | QA/QC | 52 | 3,230.37 | 5,073.29 | | 1,195.24 | | | | 9,498.90 | 4.31% |
| | Bidding Services | 48 | 1,789.11 | 2,809.79 | 30.00 | 661.97 | | | | 5,290.87 | 2.40% |
| | Administration | 55 | 2,720.20 | 4,272.07 | | 1,006.47 | | | | 7,998.75 | 3.63% |
| | Geotechnical Engineering | 0 | 0.00 | 0.00 | | 0.00 | 0.00 | 4,808.19 | | 4,808.19 | 2.18% |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | **Subconsultant DL** | | | | | 457.92 | | | | 457.92 | 0.21% |
| | **TOTALS** | 1876 | 67,357.75 | 105,785.35 | 17,005.00 | 25,380.29 | 0.00 | 4,808.19 | 0.00 | **220,336.58** | 100.00% |

Printed 8/28/2015

**PREPARED BY THE CONSULTANT**

# AVERAGE HOURLY PROJECT RATES

**FIRM** Farnsworth Group, Inc
**PSB** COB Linden Street
**PRIME/SUPPLEMENT** Prime

**DATE** 08/28/15

**SHEET** 1 OF 5

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | TOTAL PROJECT RATES | | | ROW Survey | | | Topographic Survey | | | Hydraulic Survey | | | Easement Plats | | | Preliminary Worksheets | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Principal | 74.79 | 26 | 1.39% | 1.04 | | | | | | | | | | | | | | | |
| Sr. Engr./Arch./Survey Mgr. | 58.40 | 0 | | | | | | | | | | | | | | | | | |
| Engr./Arch./Survey Mgr. | 49.46 | 209 | 11.14% | 5.51 | 1 | 3.33% | 1.65 | 1 | 1.15% | 0.57 | 1 | 2.86% | 1.41 | | | | | | |
| Sr. Proj, Engr./Desnr./Arch. | 42.30 | 224 | 11.94% | 5.05 | 4 | 13.33% | 5.64 | 1 | 1.15% | 0.49 | 1 | 2.86% | 1.21 | 8 | 66.67% | 28.20 | | | |
| Proj. Engr./Surveyor/Arch. | 36.83 | 0 | | | | | | | | | | | | | | | | | |
| Sr. Engr./Surveyor/Arch. | 33.45 | 680 | 36.25% | 12.12 | | | | | | | | | | | | | 4 | 6.67% | 2.23 |
| Professional | 29.80 | 0 | | | | | | | | | | | | | | | | | |
| Professional Intern II | 27.73 | 0 | | | | | | | | | | | | | | | | | |
| Professional Intern I | 24.59 | 0 | | | | | | | | | | | | | | | | | |
| Technical Manager | 48.23 | 100 | 5.33% | 2.57 | | | | | | | | | | | | | 28 | 46.67% | 22.51 |
| Sr. Project Designer | 40.24 | 0 | | | | | | | | | | | | | | | | | |
| Project Designer | 36.37 | 0 | | | | | | | | | | | | | | | | | |
| Sr. Designer | 32.37 | 0 | | | | | | | | | | | | | | | | | |
| Designer | 29.63 | 465 | 24.79% | 7.34 | | | | | | | | | | | | | 28 | 46.67% | 13.83 |
| Integration Specialist | 25.83 | 0 | | | | | | | | | | | | | | | | | |
| Computer Specialist | 35.84 | 0 | | | | | | | | | | | | | | | | | |
| Lead Technician | 30.38 | 0 | | | | | | | | | | | | | | | | | |
| Chief Technician | 26.61 | 89 | 4.74% | 1.26 | 25 | 83.33% | 22.17 | 43 | 49.43% | 13.15 | 17 | 48.57% | 12.92 | 4 | 33.33% | 8.87 | | | |
| Sr. Technician | 22.73 | 0 | | | | | | | | | | | | | | | | | |
| Technician II | 20.73 | 58 | 3.09% | 0.64 | | | | 42 | 48.28% | 10.01 | 16 | 45.71% | 9.48 | | | | | | |
| Technican I | 16.05 | 0 | | | | | | | | | | | | | | | | | |
| Admin/Clerical | 27.32 | 25 | 1.33% | 0.36 | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| **TOTALS** | | 1876 | 100% | $35.90 | 30 | 100.00% | $29.46 | 87 | 100% | $24.22 | 35 | 100% | $25.02 | 12 | 100% | $37.07 | 60 | 100% | $38.56 |

# AVERAGE HOURLY PROJECT RATES

**FIRM** Farnsworth Group, Inc
**PSB** COB Linden Street
**PRIME/SUPPLEMENT** Prime

**DATE** 08/28/15

**SHEET** 2 **OF** 5

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | Hydraulic Design | | | Trail Design | | | Retaining Walls | | | Pemits | | | Environmental | | | Pre-Final Roadway Plans | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Principal | 74.79 | | | | | | | | | | | | | | | | | | |
| Sr. Engr./Arch./Survey Mgr. | 58.40 | | | | | | | | | | | | | | | | | | |
| Engr./Arch./Survey Mgr. | 49.46 | 12 | 8.57% | 4.24 | 4 | 4.35% | 2.15 | 16 | 5.13% | 2.54 | | | | | | | 16 | 5.59% | 2.77 |
| Sr. Proj. Engr./Desnr./Arch. | 42.30 | 24 | 17.14% | 7.25 | 16 | 17.39% | 7.36 | 60 | 19.23% | 8.14 | | | | 10 | 20.00% | 8.46 | 30 | 10.49% | 4.44 |
| Proj. Engr./Surveyor/Arch. | 36.83 | | | | | | | | | | | | | | | | | | |
| Sr. Engr./Surveyor/Arch. | 33.45 | 68 | 48.57% | 16.25 | 36 | 39.13% | 13.09 | 140 | 44.87% | 15.01 | 4 | 66.67% | 22.30 | 38 | 76.00% | 25.42 | 128 | 44.76% | 14.97 |
| Professional | 29.80 | | | | | | | | | | | | | | | | | | |
| Professional Intern II | 27.73 | | | | | | | | | | | | | | | | | | |
| Professional Intern I | 24.59 | | | | | | | | | | | | | | | | | | |
| Technical Manager | 48.23 | | | | 32 | 34.78% | 16.78 | | | | | | | | | | 40 | 13.99% | 6.75 |
| Sr. Project Designer | 40.24 | | | | | | | | | | | | | | | | | | |
| Project Designer | 36.37 | | | | | | | | | | | | | | | | | | |
| Sr. Designer | 32.37 | | | | | | | | | | | | | | | | | | |
| Designer | 29.63 | 32 | 22.86% | 6.77 | 4 | 4.35% | 1.29 | 96 | 30.77% | 9.12 | | | | | | | 66 | 23.08% | 6.84 |
| Integration Specialist | 25.83 | | | | | | | | | | | | | | | | | | |
| Computer Specialist | 35.84 | | | | | | | | | | | | | | | | | | |
| Lead Technician | 30.38 | | | | | | | | | | | | | | | | | | |
| Chief Technician | 26.61 | | | | | | | | | | | | | | | | | | |
| Sr. Technician | 22.73 | | | | | | | | | | | | | | | | | | |
| Technician II | 20.73 | | | | | | | | | | | | | | | | | | |
| Technican I | 16.05 | | | | | | | | | | | | | | | | | | |
| Admin/Clerical | 27.32 | 4 | 2.86% | 0.78 | | | | | | | 2 | 33.33% | 9.11 | 2 | 4.00% | 1.09 | 6 | 2.10% | 0.57 |
| | | | | | | | | | | | | | | | | | | | |
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| **TOTALS** | | 140 | 100% | $35.29 | 92 | 100% | $40.66 | 312 | 100% | $34.80 | 6 | 100% | $31.41 | 50 | 100% | $34.98 | 286 | 100% | $36.33 |

# AVERAGE HOURLY PROJECT RATES

**FIRM** Farnsworth Group, Inc
**PSB** COB Linden Street
**PRIME/SUPPLEMENT** Prime

**DATE** 08/28/15

**SHEET** 3 **OF** 5

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | Pre-Final Structure Plans | | | Final Roadway Plans | | | Final Structure Plans | | | Meetings / Utility Coord. | | | QA/QC | | | Bidding Services | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Principal | 74.79 | | | | | | | | | | | | | 26 | 50.00% | 37.39 | | | |
| Sr. Engr./Arch./Survey Mgr. | 58.40 | | | | | | | | | | | | | | | | | | |
| Engr./Arch./Survey Mgr. | 49.46 | 32 | 6.67% | 3.30 | 4 | 15.38% | 7.61 | 4 | 10.00% | 4.95 | 23 | 35.38% | 17.50 | 26 | 50.00% | 24.73 | 14 | 29.17% | 14.43 |
| Sr. Proj, Engr./Desnr./Arch. | 42.30 | 70 | 14.58% | 6.17 | | | | | | | | | | | | | | | |
| Proj. Engr./Surveyor/Arch. | 36.83 | | | | | | | | | | | | | | | | | | |
| Sr. Engr./Surveyor/Arch. | 33.45 | 172 | 35.83% | 11.99 | 10 | 38.46% | 12.87 | 16 | 40.00% | 13.38 | 37 | 56.92% | 19.04 | | | | 27 | 56.25% | 18.82 |
| Professional | 29.80 | | | | | | | | | | | | | | | | | | |
| Professional Intern II | 27.73 | | | | | | | | | | | | | | | | | | |
| Professional Intern I | 24.59 | | | | | | | | | | | | | | | | | | |
| Technical Manager | 48.23 | | | | | | | | | | | | | | | | | | |
| Sr. Project Designer | 40.24 | | | | | | | | | | | | | | | | | | |
| Project Designer | 36.37 | | | | | | | | | | | | | | | | | | |
| Sr. Designer | 32.37 | | | | | | | | | | | | | | | | | | |
| Designer | 29.63 | 206 | 42.92% | 12.72 | 12 | 46.15% | 13.68 | 20 | 50.00% | 14.82 | | | | | | | 1 | 2.08% | 0.62 |
| Integration Specialist | 25.83 | | | | | | | | | | | | | | | | | | |
| Computer Specialist | 35.84 | | | | | | | | | | | | | | | | | | |
| Lead Technician | 30.38 | | | | | | | | | | | | | | | | | | |
| Chief Technician | 26.61 | | | | | | | | | | | | | | | | | | |
| Sr. Technician | 22.73 | | | | | | | | | | | | | | | | | | |
| Technician II | 20.73 | | | | | | | | | | | | | | | | | | |
| Technican I | 16.05 | | | | | | | | | | | | | | | | | | |
| Admin/Clerical | 27.32 | | | | | | | | | | 5 | 7.69% | 2.10 | | | | 6 | 12.50% | 3.42 |
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| TOTALS | | 480 | 100% | $34.17 | 26 | 100% | $34.15 | 40 | 100% | $33.14 | 65 | 100% | $38.64 | 52 | 100% | $62.12 | 48 | 100% | $37.27 |

# AVERAGE HOURLY PROJECT RATES

**FIRM** Farnsworth Group, Inc
**PSB** COB Linden Street
**PRIME/SUPPLEMENT** Prime

**DATE** 08/28/15

**SHEET** 4 **OF** 5

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | Administration | | | Geotechnical Engineering | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Principal | 74.79 | | | | | | | | | | | | | | | | | | |
| Sr. Engr./Arch./Survey Mgr. | 58.40 | | | | | | | | | | | | | | | | | | |
| Engr./Arch./Survey Mgr. | 49.46 | 55 | 100.00% | 49.46 | | | | | | | | | | | | | | | |
| Sr. Proj. Engr./Desnr./Arch. | 42.30 | | | | | | | | | | | | | | | | | | |
| Proj. Engr./Surveyor/Arch. | 36.83 | | | | | | | | | | | | | | | | | | |
| Sr. Engr./Surveyor/Arch. | 33.45 | | | | | | | | | | | | | | | | | | |
| Professional | 29.80 | | | | | | | | | | | | | | | | | | |
| Professional Intern II | 27.73 | | | | | | | | | | | | | | | | | | |
| Professional Intern I | 24.59 | | | | | | | | | | | | | | | | | | |
| Technical Manager | 48.23 | | | | | | | | | | | | | | | | | | |
| Sr. Project Designer | 40.24 | | | | | | | | | | | | | | | | | | |
| Project Designer | 36.37 | | | | | | | | | | | | | | | | | | |
| Sr. Designer | 32.37 | | | | | | | | | | | | | | | | | | |
| Designer | 29.63 | | | | | | | | | | | | | | | | | | |
| Integration Specialist | 25.83 | | | | | | | | | | | | | | | | | | |
| Computer Specialist | 35.84 | | | | | | | | | | | | | | | | | | |
| Lead Technician | 30.38 | | | | | | | | | | | | | | | | | | |
| Chief Technician | 26.61 | | | | | | | | | | | | | | | | | | |
| Sr. Technician | 22.73 | | | | | | | | | | | | | | | | | | |
| Technician II | 20.73 | | | | | | | | | | | | | | | | | | |
| Technican I | 16.05 | | | | | | | | | | | | | | | | | | |
| Admin/Clerical | 27.32 | | | | | | | | | | | | | | | | | | |
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| **TOTALS** | | 55 | 100% | $49.46 | 0 | 0% | $0.00 | 0 | 0% | $0.00 | 0 | 0% | $0.00 | 0 | 0% | $0.00 | 0 | 0% | $0.00 |

Illinois Department of Transportation

Direct Costs Check Sheet

**COMPANY NAME:** Farnsworth Group, Inc.
PTB NUMBER: COB Linden Street
TODAY'S DATE: 8/28/2015

| ITEM | ALLOWABLE | UTILIZE W.O. ONLY | QUANTITY J.S. ONLY | CONTRACT RATE | TOTAL |
|---|---|---|---|---|---|
| Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | | | $0.00 | $0.00 |
| Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual cost (Up to state rate maximum) | | | $0.00 | $0.00 |
| Air Fare | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval | | | $0.00 | $0.00 |
| Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | | | $0.00 | $0.00 |
| Vehicle Owned or Leased | $32.50/half day (4 hours or less) or $65/full day | X | 9 | $65.00 | $585.00 |
| Vehicle Rental | Actual cost (Up to $55/day) | | | $0.00 | $0.00 |
| Tolls | Actual cost | | | $0.00 | $0.00 |
| Parking | Actual cost | | | $0.00 | $0.00 |
| Overtime | Premium portion (Submit supporting documentation) | | | $0.00 | $0.00 |
| Shift Differential | Actual cost (Based on firm's policy) | | | $0.00 | $0.00 |
| Overnight Delivery/Postage/Courier Service | Actual cost (Submit supporting documentation) | X | 10 | $15.00 | $150.00 |
| Copies of Deliverables/Mylars (In-house) | Actual cost (Submit supporting documentation) | X | 950 | $0.15 | $142.50 |
| Copies of Deliverables/Mylars (Outside) | Actual cost (Submit supporting documentation) | X | 950 | $0.15 | $142.50 |
| Project Specific Insurance | Actual cost | | | $0.00 | $0.00 |
| Monuments (Permanent) | Actual cost | | | $0.00 | $0.00 |
| Photo Processing | Actual cost | | | $0.00 | $0.00 |
| 2-Way Radio (Survey or Phase III Only) | Actual cost | | | $0.00 | $0.00 |
| Telephone Usage (Traffic System Monitoring Only) | Actual cost | | | $0.00 | $0.00 |
| CADD | Actual cost (Max $15/hour) | X | 568 | $15.00 | $8,520.00 |
| Web Site | Actual cost (Submit supporting documentation) | | | $0.00 | $0.00 |
| Advertisements | Actual cost (Submit supporting documentation) | | | $0.00 | $0.00 |
| Public Meeting Facility Rental | Actual cost (Submit supporting documentation) | | | $0.00 | $0.00 |
| Public Meeting Exhibits/Renderings & Equipment | Actual cost (Submit supporting documentation) | | | $0.00 | $0.00 |
| Recording Fees | Actual cost | | | $0.00 | $0.00 |
| Transcriptions (specific to project) | Actual cost | | | $0.00 | $0.00 |
| Courthouse Fees | Actual cost | | | $0.00 | $0.00 |
| Storm Sewer Cleaning and Televising | Actual cost (Requires 2-3 quotes with IDOT approval) | | | $0.00 | $0.00 |
| Traffic Control and Protection | Actual cost (Requires 2-3 quotes with IDOT approval) | | | $0.00 | $0.00 |
| Aerial Photography and Mapping | Actual cost (Requires 2-3 quotes with IDOT approval) | | | $0.00 | $0.00 |
| Utility Exploratory Trenching | Actual cost (Requires 2-3 quotes with IDOT approval) | | | $0.00 | $0.00 |
| Testing of Soil Samples* | Actual cost | | | $0.00 | $0.00 |
| Lab Services* | Actual cost (Provide breakdown of each cost) | | | $0.00 | $0.00 |
| Equipment and/or Specialized Equipment Rental* | Actual cost (Requires 2-3 quotes with IDOT approval) | | | $0.00 | $0.00 |
| Robotic Total Station | $22.00 / hr / Unit | X | 54 | $22.00 | $1,188.00 |
| Special Waste Screening | Actual cost (Submit supporting documentation) | X | 1 | $350.00 | $350.00 |
| IDNR Permit Application Fee | Actual cost (Submit supporting documentation) | X | 1 | $5,000.00 | $5,000.00 |
| Title Search | Actual cost (Submit supporting documentation) | X | 2 | $250.00 | $500.00 |
| GPS Equipment | $22.00 / hr / Unit | X | 16 | $22.00 | $352.00 |
| Misc Survey Supplies | Actual cost (Submit supporting documentation) | X | 1 | $75.00 | $75.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| TOTAL DIRECT COST | | | | | $17,005.00 |

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

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

# PAYROLL ESCALATION TABLE
## FIXED RAISES

FIRM NAME: Ramsey Geotech. Eng.
PRIME/SUPPLEMENT:

DATE: 07/10/15
PTB NO.: Linden Bridge

| | | | |
|---|---|---|---|
| CONTRACT TERM | 3 MONTHS | OVERHEAD RATE | 192.30% |
| START DATE | 11/1/2014 | COMPLEXITY FACTOR | 0 |
| RAISE DATE | 1/1/2015 | % OF RAISE | 3.00% |

## ESCALATION PER YEAR

| 11/1/2014 - 1/31/2015 | | | | |
|---|---|---|---|---|
| 3 | | | | |
| 3 | | | | |

= 100.00%
= 1.0000

**The total escalation for this project would be:** 0.00%

# PAYROLL RATES

FIRM NAME Ramsey Geotech. Eng. DATE 07/10/15
PRIME/SUPPLEMENT
PSB NO. Bloomington Intersection

ESCALATION FACTOR 0.00%

| CLASSIFICATION | CURRENT RATE | CALCULATED RATE |
|---|---|---|
| Principal Engineer | $62.15 | $62.15 |
| Senior Engineer | $50.00 | $50.00 |
| Staff Engineer | $34.31 | $34.31 |
| Drilling Inspector | $23.98 | $23.98 |
| Crew Chief | $25.07 | $25.07 |
| Support Tech | $20.35 | $20.35 |
| Draftperson | $30.45 | $30.45 |
| Secretary | $16.21 | $16.21 |
| | | $0.00 |
| | | $0.00 |
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# COST PLUS FIXED FEE
# COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

**FIRM** Ramsey Geotech. Eng.
**PSB** Linden St. Bridge
**PRIME/SUPPLEMENT**

**DATE** 07/10/15

**OVERHEAD RATE** 1.923
**COMPLEXITY FACTOR** 0

| DBE DROP BOX | ITEM | MANHOURS (A) | PAYROLL (B) | OVERHEAD & FRINGE BENF ( C ) | IN-HOUSE DIRECT COSTS (D) | FIXED FEE (E) | Outside Direct Costs (F) | SERVICES BY OTHERS (G) | DBE TOTAL (H) | TOTAL (B-G) | % OF GRAND TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Layout & Utility Clear | 2 | 40.70 | 78.27 | | 15.06 | | | | 134.03 | 2.93% |
| | Soil Borings | 0 | 0.00 | 0.00 | 3,150.00 | 0.00 | | | | 3,150.00 | 68.79% |
| | Geotech Report | 10 | 393.32 | 756.35 | | 145.53 | | | | 1,295.20 | 28.28% |
| | Subconsultant DL | | | | | 0.00 | | | | 0.00 | 0.00% |
| | **TOTALS** | 12 | 434.02 | 834.62 | 3,150.00 | 160.59 | 0.00 | 0.00 | 0.00 | **4,579.23** | 100.00% |

**DBE 0.00%**

**PREPARED BY THE AGREEMENTS UNIT**

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DF-824-039
REV 12/04

# AVERAGE HOURLY PROJECT RATES

**FIRM** Ramsey Geotech. Eng.
**PSB** Linden St. Bridge
**PRIME/SUPPLEMENT**

**DATE** 07/10/15

**SHEET** 1 OF 5

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | TOTAL PROJECT RATES | | | Layout & Utility Clear | | | Soil Borings | | | Geotech Report | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Principal Engineer | 62.15 | 0 | | | | | | | | | | | | | | | | | |
| Senior Engineer | 50.00 | 6 | 50.00% | 25.00 | | | | | | | 6 | 60.00% | 30.00 | | | | | | |
| Staff Engineer | 34.31 | 0 | | | | | | | | | | | | | | | | | |
| Drilling Inspector | 23.98 | 0 | | | | | | | | | | | | | | | | | |
| Crew Chief | 25.07 | 0 | | | | | | | | | | | | | | | | | |
| Support Tech | 20.35 | 2 | 16.67% | 3.39 | 2 | 100.00% | 20.35 | | | | | | | | | | | | |
| Draftperson | 30.45 | 2 | 16.67% | 5.08 | | | | | | | 2 | 20.00% | 6.09 | | | | | | |
| Secretary | 16.21 | 2 | 16.67% | 2.70 | | | | | | | 2 | 20.00% | 3.24 | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
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| TOTALS | | 12 | 100% | $36.17 | 2 | 100.00% | $20.35 | 0 | 0% | $0.00 | 10 | 100% | $39.33 | 0 | 0% | $0.00 | 0 | 0% | $0.00 |

**PREPARED BY THE AGREEMENTS UNIT**

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Illinois Department of Transportation

**Direct Costs Check Sheet**

Firm Name: Ramsey Geotechnical Engineering LLC PTB/Item No: Linden Street Bridge

REQUIRED – DIRECT COSTS WILL ONLY BE ACCEPTED FOR INCLUSION IN CONTRACT WHEN DOCUMENTED ON THIS FORM.
(Indicate only rate and quantities for this specific project.)

| Item | Allowable | Contract (1) Rate | Quantity (n/a for work orders) | Total |
|---|---|---|---|---|
| Per Diem | Up to State Rate Maximum | $28.00 | | $0.00 |
| Lodging (Overnight) | Up to State Rate Maximum | $70.00 | | $0.00 |
| Lodging (Extended) | Actual Cost (based on IDOT's and firm's policy) | | | $0.00 |
| Air Fare Coach Rate (with two weeks' notice) | As Approved | | | $0.00 |
| Vehicles: Mileage | Up to State Rate Maximum | | | $0.00 |
| Daily Rate (owned or leased) | $45/day | | | $0.00 |
| Overtime | (Premium Portion) | | | $0.00 |
| Tolls | Actual Cost | | | $0.00 |
| Digital Photo Processing | Actual Cost | | | $0.00 |
| Photo Processing | Actual Cost | | | $0.00 |
| Cell Phones – (traffic systems, survey, phase III only) | $70/month/phone (maximum) – Phase III (max. of three without IDOT approval) | | | $0.00 |
| Telephone Usage (traffic system monitoring) | Actual Cost | | | $0.00 |
| 2-Way Radio (survey or phase III only) | Actual Cost | | | $0.00 |
| Overnight Delivery/Postage/Courier Service | Actual Cost | | | $0.00 |
| Copies of Deliverables/Mylars (in-house) | Actual Cost | | | $0.00 |
| Copies of Deliverables/Mylars (outside) | Actual Cost | | | $0.00 |
| Specific Insurance (required for project) | Actual Cost | | | $0.00 |
| CADD | Actual Cost (max. $15.00/hour) | | | $0.00 |
| Monuments (permanent) | Actual Cost | | | $0.00 |
| Advertisements | Actual Cost | | | $0.00 |
| Web Site | Actual Cost | | | $0.00 |
| Facility Rental for Public Meetings & Exhibits/Renderings & AV | Actual Cost | | | $0.00 |
| Transcriptions (specific to project) | Actual Cost | | | $0.00 |
| Recording Fees | Actual Cost | | | $0.00 |
| Courthouse Fees | Actual Cost | | | $0.00 |
| Testing of Soil Samples | Actual Cost | | | $0.00 |
| Lab Services | Actual Cost | | | $0.00 |
| Classification and Moisture Content | Each | $9.75 | 48.00 | $468.00 |
| Washed Sieve Analysis | Each | $80.00 | | $0.00 |
| Particle Size Analysis With Hydrometer | Each | $125.00 | | $0.00 |
| Atterberg Limit Determination | Each | $75.00 | | $0.00 |
| Orgainc Content (L.O.I. & Wet Combustion) | Each | $72.50 | | $0.00 |
| Standard Proctor | Each | $150.00 | | $0.00 |
| Illinois Bearing Ratio | Each | $150.00 | | $0.00 |
| Consolidation Test | Each | $400.00 | | $0.00 |
| Unconfined Compression Test | Each | $11.00 | 36.00 | $396.00 |
| Dry Unit Weight | Each | $5.50 | | $0.00 |
| Storm Sewer Cleaning and Televising | Actual Cost (requires 2-3 quotes) | | | $0.00 |
| Traffic Control and Protection | Actual Cost (requires 2-3 quotes) | $100.00 | | $0.00 |
| Aerial Photography and Mapping | Actual Cost (requires 2-3 quotes) | | | $0.00 |

| Item | Allowable | Contract (1) Rate | Quantity (n/a for work orders) | Total |
|---|---|---|---|---|
| Utility Exploratory Trenching | Actual Cost (requires 2-3 quotes) | | | $0.00 |
| Shift Differential | Actual Cost (based on firm's policy) | | | $0.00 |
| PROJECT Site Travel | Actual Cost (based on IDOT's and firm's policy) | | | $0.00 |
| | Actual Cost (requires 2-3 quotes) | | | $0.00 |
| | Actual Cost (requires 2-3 quotes) | | | $0.00 |
| | Include 2-3 vendor quotes and explanation for necessity. | | | $0.00 |
| Drill Rig Mobilization | Each | $150.00 | 1.00 | $150.00 |
| Advance Soil Borings, 0-30 Foot Depth, Sample at 2.5' Intervals | Foot | $12.55 | 120.00 | $1,506.00 |
| Advance Soil Borings, 30-50 Foot Depth, Sample at 2.5' Intervals | Foot | $15.00 | | $0.00 |
| Advance Soil Borings, 30-50 Foot Depth, Sample at 5' Intervals | Foot | $13.00 | | $0.00 |
| Advance Soil Borings, 50-75 Foot Depth, Sample at 5' Intervals | Foot | $20.00 | | $0.00 |
| Advance Soil Borings,> 75 Foot Depth, Sample at 5' Intervals | Foot | $25.00 | | $0.00 |
| Setup to Rock Core | Each | $315.00 | | $0.00 |
| Rock Coring With NX Core Barrel | Foot | $36.50 | | $0.00 |
| 3" Thin Wlled Tube Sampling | Each | $31.25 | | $0.00 |
| Grouting Bore Holes | Foot | $5.25 | 120.00 | $630.00 |
| Casing Installation for Rock Coring | Foot | $10.50 | | $0.00 |
| TOTAL | | | | $3,150.00 |

1) Used to determine upper limit of compensation for direct cost. Unless maximum is specified under allowable, bill at actual cost.

# ATTACHMENT C

## (ESTIMATED PROJECT SCHEDULE)

**ATTACHMENT C**

**ESTIMATED PROJECT SCHEDULE – August 28, 2015**

**City of Bloomington**
Linden Street Bridge Rehabilitation
Section: 15-00354-00-BR, S.N. 057-6319
McLean County

| Task | Date |
|---|---|
| Final Engineering Scope of Work and Agreement Package Submitted | August 28, 2015 |
| Agreement Approved By IDOT / Notice to Proceed Issued by City | September 28, 2015 |
| Field Topography and Right of Way Survey Complete (weather dependent) | October 9, 2015 |
| Compete Existing Plan Base Sheets and Digital Terrain Contour Model | October 23, 2015 |
| Prepare Hydraulic Report | October 23 – November 6, 2015 |
| Start Preliminary Environmental Site Assessment (PESA) If Required | November 6, 2015 |
| Environmental Survey Request (ESR) Submitted | November 6, 2015 |
| Submit Joint 3-way Permit to IDOT, Corps of Engineers, IEPA and IDNR | November 6, 2015 |
| Pre-Final Right-of-Way (ROW) and Easement Plat Submitted to City for Review and Comment | November 6, 2015 |
| Pre-Final PESA Submittal to City and IDOT for Review and Comment | November 13, 2015 |
| Receive Pre-Final ROW and Easement Plat Review Comments from City | December 4, 2015 |
| Receive Pre-Final PESA Review Comments from City and IDOT | December 4, 2015 |
| Final PESA submitted to City and IDOT for Approval | December 11, 2015 |
| Final ROW and Easement Plat Submitted to City | December 18, 2015 |
| Approval of PESA from City and IDOT | January 8, 2016 |

**ATTACHMENT C**

**ESTIMATED PROJECT SCHEDULE – August 28, 2015**

**City of Bloomington**
Linden Street Bridge Rehabilitation
Section: 15-00354-00-BR, S.N. 057-6319
McLean County

| | |
|---|---|
| City to Begin ROW and Easement Negotiations as Appraisals are Complete | January 22, 2016 |
| Pre-Final Plans, Specifications, and Estimates Submitted to City, IDOT and Utilities | February 12, 2016 |
| Pre-Final Plans, Specifications, and Estimates Review Comments Received from City, IDOT and Utilities | March 11, 2016 |
| Final Plans, Specifications and Estimates Submitted to City, IDOT and Utilities | March 25, 2016 |
| Final Plans, Specifications and Estimates Approved by City and IDOT | April 29, 2016 |
| All ROW and Easements Have Been Acquired By City and Plats Recorded and Approval Received from IDOT | April 29, 2016 |
| Published Notice of Letting in Pantagraph and IDOT Transportation Contractor's Bulletin | May 5, 2016 |
| Pre-Bid Meeting | May 12, 2016 |
| Bid Opening (Local Letting) | May 18, 2016 |
| City Awards Contract to Contractor | May 23, 2016 |
| Project Award, Execution, Construction Contracts and Bonds Completed, Pre-Construction Meeting and Notice to Proceed with Construction | Spring 2016 |
| Construction Ends | Late Fall 2016 |

Note: 1. Unless otherwise noted all submittals to IDOT District 5 and City of Bloomington.

2. Estimated Schedule based upon reasonable time frames for review by City, IDOT and other agencies and are beyond the control of the Engineer.

3. Estimated Schedule based upon no delays beyond the control of the City and Engineer for Environmental signoffs and Right of Way or Easement Acquisition.

# ATTACHMENT D

## (LOCATION MAP)

PROJECT LOCATION MAP

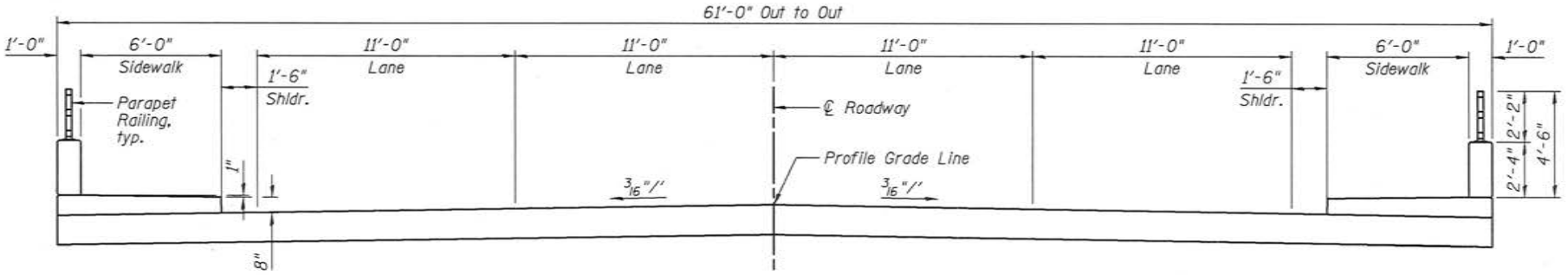
Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

CITY OF BLOOMINGTON
LINDEN STREET BRIDGE
REHABILITATION OVER SUGAR CREEK
S.N. 057-6319

Drawn by: DJM
Reviewed: RPU
Date: 7/10/15

# ATTACHMENT E

## (BRIDGE CROSS SECTION)




## LINDEN STREET CROSS SECTION

(Looking North ⌀ ℄ of Bridge)

**CONSENT AGENDA 7H**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of review, analysis and approval of proposal award and contract with PDC Laboratory, Inc. for Water sample analysis and primarily nitrate and nitrate related compounds in an amount not to exceed $105,225.80 (RFP # 2016-02).

**RECOMMENDATION/MOTION:** That RFP No. 2016-02 and contract be awarded for additional issued for water sample analyses, and primarily nitrate and nitrate related compounds to PDC Laboratories, Inc., in an amount not to exceed $105,225.80, and the City Manager and City Clerk be authorized to execute all necessary documents.

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

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

**BACKGROUND:** The Water Department opts out of the IEPA lab program because of the price, as well as timeliness of reporting and accuracy in adhering to our compliance sampling schedule. Additionally, IEPA is not set up to analyze environmental samples that aren't part of a regulatory compliance schedule. The Water Department is required to perform coliform tests on eighty distribution system samples per month to ensure our water system is safe, and also perform the required microbiological testing for new construction of water mains. Bacterial tests are routinely run on samples from customers with water quality concerns.

In order to maintain certification, time and effort is required to perform the required quality control/quality assurance testing to demonstrate our reported results are valid. The volume of microbiological samples analyzed per month, and the immediate public health consequences in the unlikely event of possible contamination, justify the time and expense of maintaining certification. To maintain compliance with the Safe Drinking Water Act regulations are required to be analyzed by a laboratory certified for analysis of those chemical constituents. We are approved for certain in-house testing activities that need to be analyzed immediately, like pH, turbidity, alkalinity and hardness, and we routinely run those tests.

Due to the time required by the extra processing and the need for additional specialized instrumentation, the Water Department generally has the outside lab perform those analyses. The Water Department has a certified lab run lake and watershed samples for data consistency and validity, for additional parameters, and because of the sheer numbers of samples we need analyzed from storm runoff events and in times of rapid changes in nitrate concentration in the lakes and streams.

The City of Bloomington issued Request for Proposals for the laboratory sampling service and received two proposals back. PDC Laboratories, Inc. was the lowest proposal. Staff

recommends awarding the service to PDC Laboratory, Inc. for the following reasons: PDC has provided analysis services for our regulatory compliance and environmental samples for over a decade. They also provide services that IEPA and other laboratories do not offer, like email alerts of results and on-line access to preliminary and final test results. Those services help us address issues in a timely fashion, allowing us to maintain compliance. Below is a breakdown of the two proposals that the City received back for the services.

RFP 2016-02

| PDC Laboratories | Eurofins Easton Analytical (EEA) |
|---|---|
| $105,225.80 | $125,870.00 |

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This work was advertised in The Pantagraph on May 22, 2015 and the RFP opening was held at City Hall at 10:00 a.m. on August 21, 2015.

**FINANCIAL IMPACT:** The payments to PDC Laboratories will be made from Water Purification-Other Professional & Technical Services account (50100130-70220). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 102.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Superintendent of Water Distribution

Reviewed by: Robert D. Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:**

- RFP No. 2016-02
- Plan holder's List
- Contract

Motion: That RFP No. 2016-02 and contract be awarded for additional issued for water sample analyses, and primarily nitrate and nitrate related compounds to PDC Laboratories, Inc., in an amount not to exceed $105,225.80 and the Procurement Manager be authorized to issue a Purchase Order, and the City Manager and City Clerk be authorized to execute the necessary contract.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |
| | | | | | | | |

# City of Bloomington Planholder's List

**Project: General Analytical Testing**
**City Project No.: N/A**
**City RFP No.: 2016-02**

| # | Business | Contact/Name | Address | Phone # | Fax # | Email address |
|---|---|---|---|---|---|---|
| 1 | Eurofins Eaton Analytical, Inc. | Patricia Muff | 110 S Hill Street South Bend, IN 46617 | 574-472-5503 | 574-233-8207 | PatriciaMuff@eurofinsUS.com |
| 2 | McHenry Analytical Laboratories | Mark Mueller | 4314-A Crystal Lake McHenry, Illinois 60050 | 815-344-4044 | 815-344-2208 | mark@mchenrylab.com |
| 3 | PDC Laboratories, Inc. | Julie Rada | 2231 W. Altorfer Dr Peoria, IL 61615 | 309-383-1724 | 309-692-9689 | rada@pdclab.com |
| 4 | Prime Vendor Inc. | Kimberly Doumit | 4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 | 800-746-9554 | 800-746-8307 | bids2@prime-vendor.com |
| 5 | Pace Analytical Services, Inc. | Becki Day | 8 East Tower Cir. Ormond Beach, FL 32174 | 386-676-4942 | 386-673-4001 | Becki.Day@pacelabs.com |
| 6 | Analytics Corporation | Contessa Gatlin | 10329 Stony Run LaneAshland, VA 23005 | 804-385-3000 | 804-385-3002 | cgatlin@analyticscorp.com |
| 7 | EMSL Analytical, Inc. | Zelda Taylor | 200 Route 130 North Cinnaminson, NJ 08077 | (800)220-3675 | (856) 786-5971 | ztaylor@EMSL.com, contracts@emsl.com |

CITY OF Bloomington ILLINOIS

**General Analytical Laboratory Testing Services**

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

**DATE: June 11, 2015**

**TIME: 2:30 a.m.**

| Offeror's Name | City, State |
|---|---|
| Eurofins Eaton Analytical | South Bend IN |
| | |
| PDC Lab. | Peoria, IL |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**WITNESSES:**

*Disclaimer: This is a RFP tabulation for record of the RFP received. RFPs have not been reviewed and have not been presented to council. This does not represent any Award.
Prices or options/alternates will not be included on the tabulation.

**CITY OF BLOOMINGTON**
**CONTRACT WITH**

**FOR**
Water Sample Analysis

**THIS AGREEMENT**, dated this ____ day of _____, 2015, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

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

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

**Section 2.** **Incorporation of RFP/RFQ & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:
RFP # 2016-02 Water Sample Analysis (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

**Section 3.** **Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

RFP # 2016-02 Water Sample Analysis

_____

_____

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

☐ A flat fee of $_____ as set forth in the Procurement Documents.

☑ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____ By: _____

Its City Manager Its_____

ATTEST:

By: _____ By: _____

City Clerk Its_____

**CONSENT AGENDA ITEM: 7I**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving the purchase of one (1) Komatsu WA200-7 Wheel Loader from Roland Machinery of Springfield, IL using the Houston Galveston Area Council Joint Purchasing Bid No. EM06-15 Product Code 26D Earth Moving Equipment in the amount of $188,255.00 scheduled replacement for the Public Works Solid Waste Division, and authorize the 2001 John Deer TC54H Wheel Loader be declared surplus and sold at public auction on Publicsurplus.com website.

**RECOMMENDATION/MOTION:** Recommend that the purchase of One (1) Komatsu WA200-7 Wheel Loader from Roland Machinery of Springfield, IL using the Houston Galveston Area Council joint purchasing Bid Number EM06-15 Product Code 26D earth moving equipment in the amount of $188,225.00 be approved, authorize the 2001 John Deer TC54H Wheel Loader be declared surplus and sold at public auction on Publicsurplus.com website, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Objective 4 – City Services delivered in the most cost-effective, efficient manner

**STRATEGIC PLAN SIGNIFICANCE:**

**BACKGROUND:** Solid Waste Division of the Public Works Department has a 2001 John Deere TC54H Wheel Loader with 14677 hours that is due for replacement in Fiscal Year 2016. The maintenance cost to date for this unit is $261,243.73. FEMA Schedule of Equipment Rates Dated August 15, 2015 Code ID number 8392 (Wheel Loader, Bucket Capacity 2 Cubic Yards, 105 Horse Power operating cost is $34.50 per hour. The FEMA rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation.The City's cost of operation for this wheel loader is $28.81 per hour. The City of Bloomington collects Bulky Waste, Brush, and Leaves from resident's homes. Wheel Loaders are used to remove these materials from the resident's yards into dump trucks located on the routes. During snow and ice events this unit can be used to plow snow, run a snow blower, or load salt in to dump trucks. The new unit will be equipped with a 4 in 1 bucket to grab Brush and large bulky items. It will also have a 10 foot snow plow and a spare 4 in 1 bucket. This purchase includes a Komatsu Care Customer Preventative Maintenance Agreement for sixty (36) months or 4000 hours. This agreement starts after the first 36 months or 2500 hours. Maintenance during this time is covered with machine purchase. The Customer Care Agreement provides a Komatsu trained service technician to perform all Factory required scheduled maintenance for 72 months or 6500 hours. There is no travel charge. Normal wear items, misuse, and abuse is not covered. This includes

S.O.S. Fluid Analysis oil sampling to monitor for excessive wear or contamination, visual inspections, and all fluid changes required by the manufacturer. The City uses these plans on heavy equipment to provide the maximum uptime of the equipment for the first six (6) years. This has been standard purchase on heavy equipment.

The replaced unit will be declared surplus and be sold on public auction at Publicsurplus.com. It is expected to bring $20,000.00 at auction.

Houston Galveston Area Council (H-GAC)
In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. All units of local government, including non-profits providing governmental services, are eligible.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** Funds totaling $210,078 were included in the FY 2016 Budget under Capital Lease-Capital Outlay Equipment Other than Office (40110133-72140). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 79 and 83.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Rob Krones, Superintendent of Fleet Maintenance |
| Reviewed by: | Jim Karch, PE CFM, Public Works Director |
| Financial & budgetary review by: | Chris Tomerlin, Budget Analyst<br>Carla Murillo, Budget Manager<br>Patti-Lynn Silva, Finance Director |
| Legal review by: | Jeffery R. Jurgens, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

**Attachments:**

- HGAC Quote
- WA200_7 Spec Sheet
- KOM6751 Tier 4 Final

---

Motion: That the purchase of One (1) Komatsu WA200-7 Wheel Loader from Roland Machinery of Springfield, IL using the Houston Galveston Area Council joint purchasing Bid Number EM06-15 Product Code 26D earth moving equipment in the amount of $188,225.00 be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

# HGACBuy CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

| Contract No.: | EM 06-15 | Date Prepared: | 8/7/2015 |
|---|---|---|---|

***This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.***

| | | | |
|---|---|---|---|
| Buying Agency: | City of Bloomington | Contractor: | Roland Machnery |
| Contact Person: | Rob Krones | Prepared By: | Paul Walters |
| Phone: | 309-434-2296 | Phone: | 217-789-7711 |
| Fax: | *309-434-2279* | Fax: | 217-744-7314 |
| Email: | rkrones@cityblm.org | Email: | pwalters@rolandmachinery.com |

| Product Code: | 26D | Description: | Komatsu Wheel Loader- Model: WA 200 |
|---|---|---|---|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** $ 162,838.00

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| Standard machine | included | | |
| Options: | included | | |
| 17.5 R25 Michelin radials | 14710 | | |
| JRB coupler | 7237 | | |
| 3rd spool hydraulics | 2605 | | |
| Coupler install kit | 2186 | | |
| Full rear fenders | 1345 | | |
| | | | |
| | | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal B: | $ 28,083.00 |

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description | | Description | Cost |
|---|---|---|---|
| Snow plow attachment | $11,427.00 | **Total of Section A & B = $190,921.00** | |
| Less steel assembly | -1500 | **Less agency discount of 30% (-$57,276.00)** | |
| | | **New total A & B price = $133,645.00** | |
| 2,25 cyd -4-in-1 bucket (2 units- 11,373.00 each) | $ 22,746.00 | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal C: | $ 32,673.00 |

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 24%

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

| Quantity Ordered: | 1 | X Subtotal of A + B + C: | $ 166,318.00 | = | Subtotal D: | $ 166,318.00 |
|---|---|---|---|---|---|---|

**E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.**

| Description | Cost | Description | Cost |
|---|---|---|---|
| Extra rim & tire | $5,000.00 | | |
| Lube kit | $ 6,000.00 | | |
| Jumper hose and coupler | $ 1,000.00 | | |
| Additional freight on components | $ 9,907.00 | Subtotal E: | 21907 |

| Delivery Date: | ASAP | F. Total Purchase Price (D+E): | $ 188,225.00 |
|---|---|---|---|

KOMATSU CARE

ROLAND MACHINERY CO.

# Customer PM Agreement

**Date** 8/6/2015
**Customer** Rob Krones
**Email** rkrones@cityblm.org
**Phone** 309.434.2296

City of Bloomington, IL
P.O. Box 3157
Bloomington IL 61702-3157

**Presented By** Zac Edwards
**Email** zedwards@rolandmachinery.com
**Phone** 217.671.3733
**Fax**

ROLAND MACHINERY COMPANY
816 NORTH DIRKSEN PKWY
SPRINGFIELD, IL 62702

## Terms

**Model** WA200-7
**Serial Number** ABCDEFG
**Starting SMR** 2500
**First Maintenance Interval** 2500
**Months / Hours** 36 / 4000

## Task List

| Description | 500 | 1000 | 2000 |
|---|---|---|---|
| CLEANING AIR CLEANER ELEMENT | x | x | x |
| CLEANING FUEL TANK BREATHER | x | x | x |
| DRAIN FUEL TANK INSIDE WATER & SEDIM | x | x | x |
| GREASING GREASING | x | x | x |
| GREASING R.AXLE | x | x | x |
| OTHERS(PUBLIC INSPECTION ETC.) COMPLETE 50 POINT INSPECTION | x | x | x |
| OTHERS(PUBLIC INSPECTION ETC.) KOWA OIL SAMPLING | x | x | x |
| OTHERS(PUBLIC INSPECTION ETC.) MONITOR PANEL | x | x | x |
| REPLACE AIR CON.FRESH AIR FILTER ELEME | x | x | x |
| REPLACE ENGINE LUBE OIL FILTER ELEMENT | x | x | x |
| REPLACE ENGINE OIL | x | x | x |
| REPLACE FUEL PRE-FILTER ELEMENT | x | x | x |
| CLEANING TRANSFER CASE STRAINER | | x | x |
| GREASING CENTER HINGE PIN | | x | x |
| REPLACE FUEL MAIN FILTER ELEMENT | | x | x |
| REPLACE HST OIL FILTER ELEMENT | | x | x |
| REPLACE TRANSFER BREATHER | | x | x |
| REPLACE TRANSFER CASE OIL | | x | x |
| CLEANING BRAKE CIRCUIT STRAINER | | | x |
| CLEANING HYDRAULIC TANK STRAINER | | | x |
| REPLACE AXLE OIL | | | x |
| REPLACE COOLANT | | | x |
| REPLACE HST DRAIN OIL FILTER | | | x |
| REPLACE HYDRAULIC OIL | | | x |
| REPLACE HYDRAULIC OIL FILTER ELEMENT | | | x |
| | | | |

This quotation applies to the specific items listed. No additional parts or services will be performed unless authorized by the customer. Customer will be responsible for applicable taxes. Quotation valid for 30 days from quotation date.

KOMATSU CARE

ROLAND MACHINERY CO.

# Customer PM Agreement

**Date** 8/6/2015

| Description | 500 | 1000 | 2000 |
|---|---|---|---|
| REPLACE HYDRAULIC TANK BREATHER ELEMEN | | | x |
| REPLACE KCCV FILTER | | | x |

## Maintenance Schedule

| Machine SMR | Interval | Interval Total |
|---|---|---|
| 2500 | 500 | $1,003.44 |
| 3000 | 1000 | $1,391.51 |
| 3500 | 500 | $1,020.32 |
| 4000 | 2000 | $3,029.51 |
| 4500 | 500 | $1,037.56 |
| 5000 | 1000 | $1,443.34 |
| 5500 | 500 | $1,055.26 |
| 6000 | 2000 | $3,155.60 |
| 6500 | 500 | $1,073.28 |

**Total Agreement Cost** $14,209.82

**Total Cost Per Hour** $3.16

## Signatures

This agreement is valid for 36 months and 4000 SMR hours, whichever expires first starting from date accepted.
If agreed upon signatures are required below.

Presented By Zac Edwards

Customer Signature

Date Accepted

This quotation applies to the specific items listed. No additional parts or services will be performed unless authorized by the customer. Customer will be responsible for applicable taxes. Quotation valid for 30 days from quotation date.

ROLAND MACHINERY CO.

www.rolandmachinery.com

Corporate
816 N. Dirksen Parkway
Springfield, IL 62702
217-789-7711
Fax (217) 744-7314

Chicago Division
220 E. Frontage Rd.
Bolingbrook, IL 60440
630-739-7474
Fax (630) 739-9443

Wisconsin Division
3275 French Rd.
DePere, WI 54115
920-532-0165
Fax (920) 532-0526

St. Louis Division
4670 Crossroads Ind. Dr.
Bridgeton, MO 63044
314-291-1330
Fax (314) 291-8050

Quote Date 8/6/2015

ROLAND MACHINERY COMPANY
816 NORTH DIRKSEN PKWY
SPRINGFIELD, IL 62702

Email zedwards@rolandmachinery.com
Contact Zac Edwards 217.671.3733
Phone 217-789-7711
Fax - 217-744-7314

CITY OF BLOOMINGTON
P.O. BOX 3157
BLOOMINGTON, IL 61702-3157

Email - rkrones@cityblm.org
Contact Person Rob Krones
Phone 309.434.2296
Fax 309.434.2279

Machine WA200-7
Serial # new machine
SMR - 60mo/6,000hr Premier
Comments:

**Sell Price - $9,775.00**

This quotation is based on existing labor rates, parts prices, and machine condition on the date listed.
This estimate will be in effect for 30 days from date listed.

KOMATSU®

# WA200-7

## Tier 4 Interim Engine

WA200

**NET HORSEPOWER**
**126 HP @ 2000 rpm**
94 kW @ 2000 rpm

**OPERATING WEIGHT**
**25,342 – 26,313 lb**
11495 – 11890 kg

**BUCKET CAPACITY**
**2.6 – 3.1 yd³**
2.0 – 2.4 m³

PHOTOS MAY INCLUDE OPTIONAL EQUIPMENT

# WALK-AROUND

Photos may include optional equipment

| NET HORSEPOWER | OPERATING WEIGHT | BUCKET CAPACITY |
|---|---|---|
| **126 HP @ 2000 rpm** | **25,342 – 26,313 lb** | **2.6 – 3.1 yd³** |
| 94 kW @ 2000 rpm | 11495 – 11890 kg | 2.0 – 2.4 m³ |

KOMATSU CARE®

## HIGH PRODUCTION WITH LOW FUEL CONSUMPTION

**Hydrostatic Transmission:**
- Quick Acceleration
- Dynamic Braking
- Variable Speed Traction Control
- Creeping Mode

**Komatsu SmartLoader Logic** helps reduce fuel consumption with no decrease in production.

**A powerful Komatsu SAA4D107E-2 engine** provides a net output of 94 kW **126 HP** with up to 3% improved fuel consumption.* This engine is EPA Tier 4 Interim and EU stage 3B emissions certified.

**Variable Flow Turbocharger** provides optimum air flow under various speed and load conditions.

**Komatsu Diesel Oxidation Catalyst (KDOC)** reduces particulate matter using 100% passive regeneration. No DPF is required.

**Increased cooling capacity**
- Auto-reversing fan is standard
- Wider core coolers

**Improved cab** provides the operator with improved comfort and visibility.

**Multi-function monolever** with proportional control switch.

**Swing-out cooler design** provides easy access to service and clean the cooler assembly.

**Battery disconnect switch** allows a technician to disconnect the power supply before servicing the machine.

**Energy saving guidance** with Eco indicator.

**Komatsu Auto Idle Shutdown** helps reduce idle time and reduce operating costs.

**Versatile Parallel Z-bar (PZ) linkage** for parallel lift.

KOMTRAX®

Komtrax equipped machines can send location, SMR and operation maps to a secure website utilizing wireless technology. Machines also relay error codes, cautions, maintenance items, fuel levels, and much more.

* When compared to the WA200-6

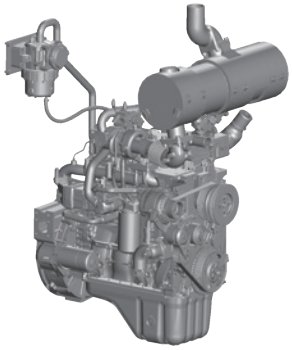
# HIGH PRODUCTIVITY & LOW FUEL CONSUMPTION



## High Performance Komatsu SAA4D107E-2 Engine

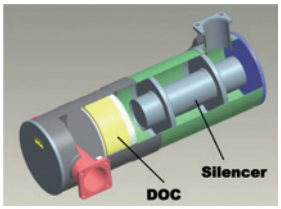
The Komatsu SAA4D107E-2 engine is EPA Tier 4 Interim and EU Stage 3B emissions certified and provides exceptional performance while reducing fuel consumption. Based on Komatsu proprietary technologies developed over many years, this new diesel engine reduces exhaust gas particulate matter (PM) by more than 90% and nitrogen oxides (NOx) by more than 45% when compared to Tier 3 levels.

Through the in-house development and production of engines, electronics, and hydraulic components, Komatsu has achieved great advancements in technology, providing high levels of performance and efficiency in virtually all applications. The operator will notice high torque at low speeds, excellent operation and lower fuel consumption to provide maximum productivity.



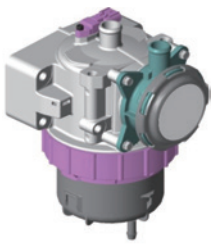
## Komatsu Diesel Oxidation Catalyst (KDOC)

The new Komatsu Diesel Oxidation Catalyst (KDOC) has an integrated design that does not interfere with daily operation. This smart and simplified system removes soot using 100% "passive regeneration" without the need for a Diesel Particulate Filter. The KDOC's simple design does not have a scheduled service interval and no required maintenance. For owners, this means lower owning and operating costs due to less complexity and truly seamless operation for the operator.



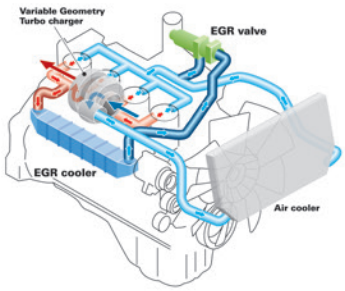

## Closed Crankcase Ventilation (CCV)

Crankcase emissions (blow-by gas) are passed through a CCV filter. The CCV filter traps oil mist which is returned back to the crankcase while the gas, which is almost oil mist free, is fed back to the air intake.



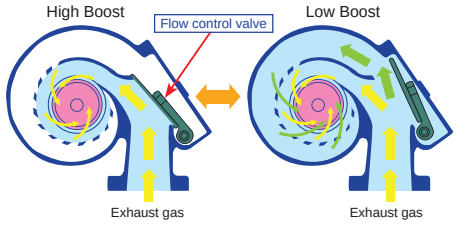
## Heavy Duty High Pressure Common Rail (HPCR) Fuel Injection System

The heavy duty HPCR system is electronically controlled to deliver a precise quantity of pressurized fuel into the combustion chamber using multiple injection events to achieve complete fuel burn and reduce exhaust gas emissions. Fuel injector reliability has been improved by using ultra-hard wear resistant materials.



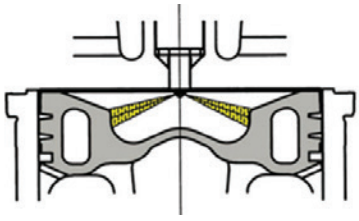

## Variable Flow Turbocharger

The variable flow turbocharger features simple and reliable technology that varies the intake airflow. This provides optimum air flow under all speed and load conditions producing cleaner exhaust gas without sacrificing power or performance.




## Redesigned Combustion Chamber

The combustion chamber located at the top of the engine piston has a new shape designed to improve combustion and further reduce NOx, PM, fuel consumption, and noise levels.



## Cooled Exhaust Gas Recirculation (EGR)

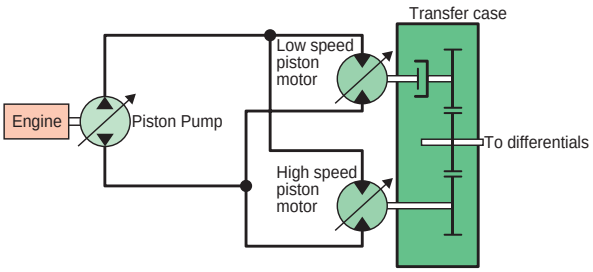
Cooled EGR, a technology that has been well proven in Komatsu Tier 3 engines, reduces NOx emissions to meet Tier 4 levels. The hydraulically actuated EGR system has increased capacity and uses larger and more robust components to ensure reliability for demanding work conditions.

### Komatsu SmartLoader Logic

Wheel loaders have different torque requirements depending on working conditions. Komatsu SmartLoader Logic reads data from various sensors and vehicle controls to precisely control the torque output. This lowers the torque output during less demanding work, saving fuel. And because its seamless to the operator, it operates without decreasing production.

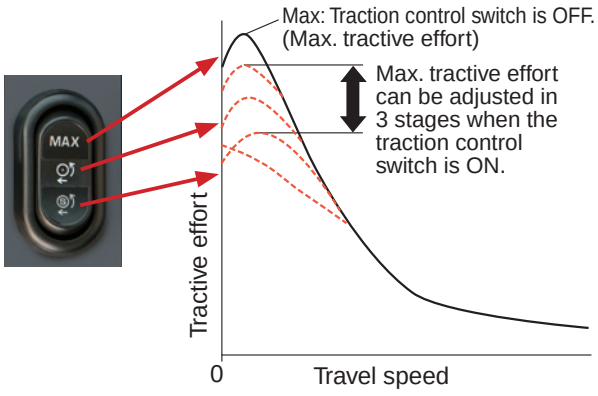
### 1-Pump 2 Motor System

The 1-pump, 2 motor system allows for high-efficiency and high tractive effort. Engine power is transmitted hydraulically to a transfer case, then mechanically out to the differentials and the four driving wheels.




### Variable Traction Control System

The new variable speed control system is designed to adjust the operating speed for each working condition. S-mode reduces tire spin in slippery or snowy conditions. Tractive effort can be adjusted in three stages when traction control switch is ON. Max traction provides the full, 100%, tractive effort.




## Fuel consumption decreased by up to 3%

(Compared with the WA200-6)

### Electronically Controlled Hydrostatic Transmission

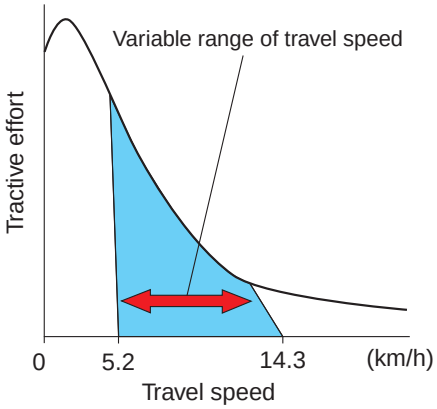
The HST provides quick travel response and aggressive drive into the pile. Full auto-shifting eliminates any gear shifting and kick-down operation to allow the operator to concentrate on the digging and loading. The HST also acts as a dynamic brake to slow the loader. This prolongs the life of the wet disc brakes.

### Eco Indicator

The ECO indicator helps an operator by promoting energy savings.

### Variable Speed Control

Creep mode limits the travel speed while still allowing for full hydraulic flow.



# OPERATOR ENVIRONMENT



## New Designed Cabin

The new cabin offers better ergonomics, more storage space and more features to improve operator comfort.

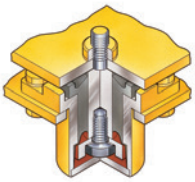
## Heated Operator Seat with Air Suspension

A new higher capacity seat is now standard. The arm rest angle is fully adjustable for optimum operator comfort.

## Low Noise Design

Operator's ear noise level : 70 dB(A)

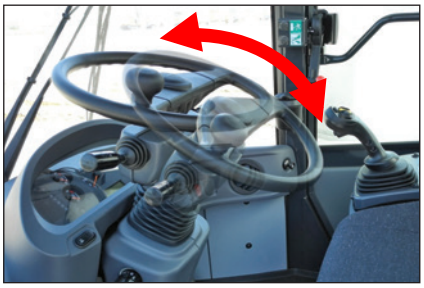
Dynamic noise level (outside): 104 dB(A)



The large cab is mounted with Komatsu's unique ROPS/FOPS viscous mounts. The low-noise engine, hydraulically driven fan, and hydraulic pumps are mounted with rubber cushions, and the cab sealing is designed to provide a quiet, low-vibration, dustproof, and comfortable operating environment.

## Tiltable Steering Wheel

The WA200-7 comes standard with a tiltable steering wheel that can be moved forward and out of the way for easy entry and exit of the cab.



## Increased Cab Storage Area

The WA200-7 cab features a storage box on the right hand side of the cab to allow the operator to store items out of the way.

## Ergonomic Comfort

The dashboard and cab have been designed with operator comfort in mind. The dash displays machine speed as well as other key machine parameters.

### Electrical Parking Brake

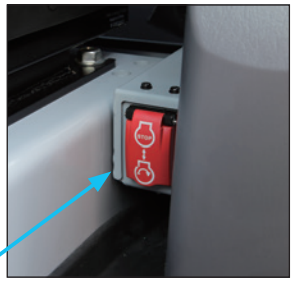
The parking brake is now electrical and automatically applied when Komatsu Auto Idle Shutdown operates.

### Seat Belt Caution Indicator

A warning indicator on the monitor appears when the seat belt is not engaged.

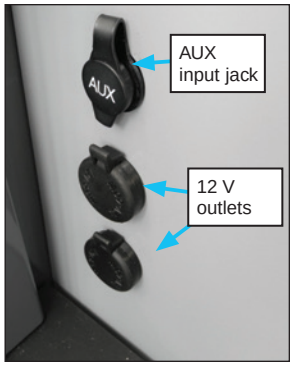
### Engine Shutdown Secondary Switch

The engine stop switch is incorporated to allow shutdown of the machine when accessing the key switch is not possible.



### Auxiliary Input (MP3 Jack) 12 V Outlets

An Aux input to allow use of an MP3 player or other device is now standard as well as two 12 volt outlets. These are all located on the front of the right hand console.



# OPERATOR ENVIRONMENT



## Easier Entry and Egress

The WA200-7 has an inclined ladder with wide steps and well placed hand holds to ease entry and exit from the cab. The door latch can be reached from ground level to ease opening and closing the door.

## Electronically Controlled Suspension System (ECSS)

The Electronically Controlled Suspension System (ECSS) or ride control system uses an accumulator which absorbs some of the shock in the boom arm, giving the operator a much smoother ride. This reduces operator fatigue and reduces material spillage during load and carry operations. ECSS is speed sensitive, meaning that the boom won't move during stationary digging. ECSS is standard on the WA200-7.

## Multi-Function Mono Lever

The servo-assisted multi-function mono lever, with control for optional 3rd spool, is standard. It includes a forward-neutral-reverse switch for quick and easy travel. Third spool attachments can be set to continual or proportional control allowing the operator to control the boom, bucket and attachment all with a single lever.

## Attachment Selector Switch

Coupler equipped machines which use buckets and forks require a different flat level setting when switching between attachments. The attachment selector switch found in coupler equipped machines tells the loader which flat level to use.

# INFORMATION & COMMUNICATION TECHNOLOGY

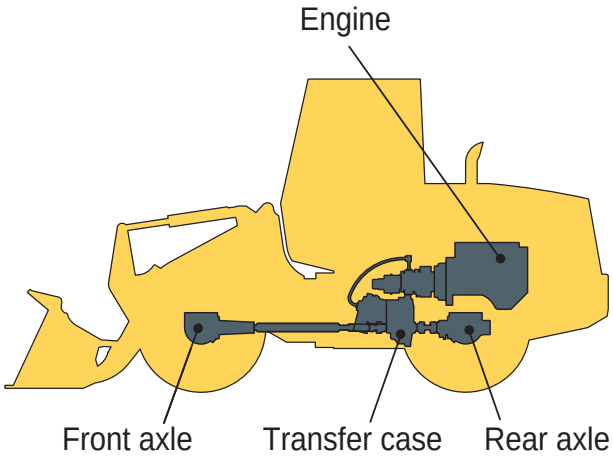
## Right-side Control Panel

The operator can select the speed range, variable speed control, and tractive effort on the right side control panel. This is also where the directional selector switch (activates the FNR switch on the multi-function mono lever) is located. The control panel allows the operator to control the auto reverse cooling fan, 2-stage low idle function and select between two attachments, when equipped. Finally, the work equipment lock switch can be found here.

1: Attachment selector switch (optional)
2: 2-stage low idle switch
3: Cooling fan auto reverse rotation switch
4: Speed range selector switch
5: Variable shift control switch
6: Work equipment lock switch
7: Directional selector switch actuation switch
8: Traction control switch

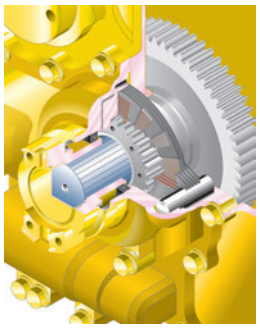
## Komatsu Components

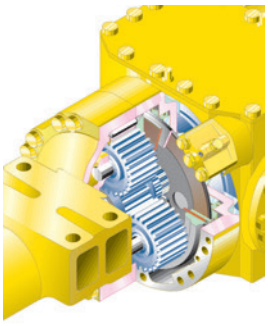
Komatsu manufactures the engine, transfer case, axles and hydraulic components on the loader. Komatsu loaders are manufactured with an integrated production system under a strict quality control system.




## Wet Multiple-disc Brakes and Fully Hydraulic Braking System

This means lower maintenance costs and higher reliability. Sealed brakes keep contaminants out reduce wear and resulting maintenance.





# EASY MAINTENANCE

Photos may include optional equipment

## Full Side-Opening Gull-Wing Engine Doors

The large gull-wing type engine doors are operated with low effort assisted by gas springs. The doors open in two steps for easy access to maintenance points. Large steps and hand holds are provided on each side of the frame to help access.

Photos may include optional equipment

## Swing-out Type Cooling Unit

The large capacity cooling unit swings open for cleaning. It features wider spacing of cooling fins to reduce clogging.

Photos may include optional equipment

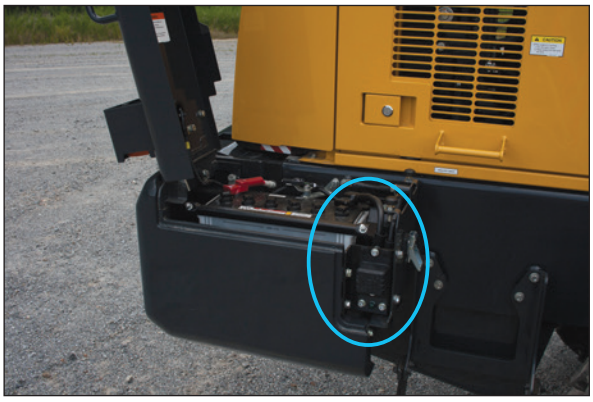
## Auto Reversing Fan

The engine cooling fan is driven hydraulically and can be operated in reverse automatically. When the switch is in the automatic position, the fan runs in reverse for 2 minutes every 2 hours (Default).

Manual Reverse Mode
Normal rotation Mode
Auto Reverse Mode

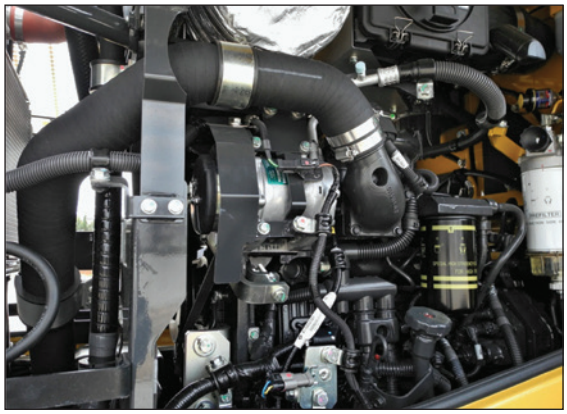
## Battery Disconnect

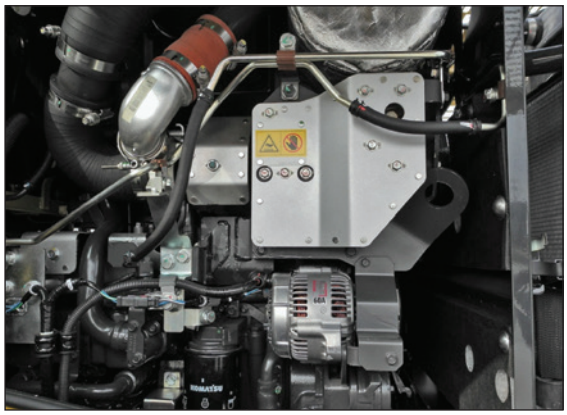
The battery disconnect switch is located in front of the right side battery box This can be used to disconnect power when performing service work on the machine.



## Engine Compartment

The WA200-7 engine compartment is laid out for easy serviceability including the location of maintenance items, such as the filters, dipstick and oil fill locations. The same goes for the KDOC and CCV filter.





## Rear Full Fenders (Option)

The WA200-7 has a newly designed rear fender option. The rear fenders open upward and use gas assist struts which require low lift force.

The fenders swing up with the gull wing doors to give the technician easy access to the engine compartment. Mud flaps are also included on the rear fenders.

## LED Taillights

LED tail lamps / brake lamps and reverse lamps provide long bulb life and use less power than the ones on the WA200-6.

## Cab Air Intake Filter

The cab air intake filter is located beneath the door, on the left hand side of the machine behind a lockable door, for easy access and security.

# KOMATSU PARTS & SERVICE SUPPORT



## Every new Komatsu Tier 4 Final construction machine is covered.

The Komatsu CARE program covers all new Komatsu Tier 4 Final construction equipment, whether rented, leased or purchased. For the first 3 years or 2,000 hours, whichever occurs first, you'll receive:

- Regular service at 500, 1,000, 1,500 and 2,000-hr. intervals
- CCV filters replacement at 2,000 hours
- 50-point inspection by factory-trained technician at each scheduled interval
- Technician labor
- Fluids, oils, coolant, filters, SCR screen, tank breather and parts
- Technician travel to and from your equipment location

Service will be performed by a Komatsu Distributor and only Komatsu genuine fluids and filters will be used.

Komatsu CARE® services are available from every Komatsu Distributor in the U.S. and Canada.

## Komatsu Parts Support

- 24/7/365 to fulfill your parts needs
- 9 parts Distribution Centers strategically located across the U.S. and Canada
- Distributor network of more than 300 locations across U.S. and Canada to serve you
- Online part ordering through Komatsu eParts
- Remanufactured components with same-as-new warranties at a significant cost reduction

## Komatsu CARE – Extended Coverage

- Extended Coverage can provide peace of mind by protecting customers from unplanned expenses that effect cash flow
- Purchasing extended coverage locks-in the cost of covered parts and labor for the coverage period and helps turn these into fixed costs

## Komatsu Oil and Wear Analysis (KOWA)

- KOWA detects fuel dilution, coolant leaks, and measures wear metals
- Proactively maintain your equipment
- Maximize availability and performance
- Can identify potential problems before they lead to major repairs
- Reduce life cycle cost by extending component life

# KOMTRAX EQUIPMENT MONITORING

GET THE WHOLE STORY WITH KOMTRAX®

## WHAT

- KOMTRAX is Komatsu's remote equipment monitoring and management system
- KOMTRAX **continuously monitors and records** machine health and operational data
- Information such as fuel consumption, utilization, and a detailed history **lowering owning and operating cost**

## WHEN

- Know when your machines are **running or idling** and make decisions that will improve your fleet utilization
- Detailed movement records ensure you know when and where your equipment is moved
- Up to date records allow you to **know when maintenance is due** and help you plan for future maintenance needs

## WHERE

- KOMTRAX data **can be accessed virtually anywhere** through your computer, the web or your smart phone
- Automatic alerts keep fleet managers up to date on the latest machine notifications

## WHO

- KOMTRAX is **standard** equipment on all Komatsu construction products

## WHY

- Knowledge is power - **make informed decisions** to manage your fleet better
- Knowing your idle time and fuel consumption will help maximize your machine efficiency
- **Take control of your equipment** - any time, anywhere

**KOMTRAX®**
For construction and compact equipment.

**KOMTRAX Plus™**
For production and mining class machines.

# SPECIFICATIONS



## ENGINE

Model.....Komatsu SAA4D107E-2*
Type.....Water-cooled, 4-cycle
Aspiration.....Turbo-charged, after-cooled, cooled EGR
Number of cylinders..... 4
Bore.....107 mm **4.21"**
Stroke.....124 mm **4.88"**
Piston displacement..... 4.46 ltr **272 in³**
Governor.....All-speed, electronic
Horsepower:
SAE J1995.....Gross 95.2 kW **128 HP**
ISO 9249 / SAE J1349 ..... Net 94 kW **126 HP**
Rated rpm..... 2000 rpm
Fan drive method for radiator cooling.....Hydraulic
Fuel system.....Direct injection
Lubrication system:
Method.....Gear pump, force-lubrication
Filter.....Full-flow type
Air cleaner..... Dry type with double elements and dust evacuator, plus dust indicator

*EPA Tier 4 Interim and EU stage 3B emissions certified

## TRANSMISSION

Transmission.....Hydrostatic, 1 pump, 2 motors with speed range select

| Travel speed | Forward | Reverse |
|---|---|---|
| 1st | 5.2 - 14.3 km/h **3.2 - 8.9 mph** | 5.2 - 14.3 km/h **3.2 - 8.9 mph** |
| 2nd | 14.3 km/h **8.9 mph** | 14.3 km/h **8.9 mph** |
| 3rd | 23.2 km/h **14.4 mph** | 23.2 km/h **14.4 mph** |
| 4th | 38.0 km/h **23.6 mph** | 38.0 km/h **23.6 mph** |

Measured with 20.5-R25 tires

## AXLES AND FINAL DRIVES

Drive system .....Four-wheel drive
Front ..... Fixed, semi-floating
Rear .....Center-pin support, semi-floating, 24° total oscillation
Reduction gear .....Spiral bevel gear
Differential gear.....Torque proportioning
Final reduction gear ..... Planetary gear, single reduction

## BRAKES

Service brakes ..... Hydraulically actuated, wet disc brakes actuate on four wheels
Parking brake..... Wet, multi-disc brake on transfer output shaft
Secondary brake .....One of dual service brake circuits is commonly used

## STEERING SYSTEM

Type ..... Articulated type, fully-hydraulic power steering
Steering angle..... 38° each direction (40° to max end stop)
Minimum turning radius at the center of outside tire ..... 4880 mm **16' 0"**

## HYDRAULIC SYSTEM

Steering system:
Hydraulic pump . . . . . .Gear type pump
Capacity . . . . . 85 ltr/min **22.5 U.S. gal/min** at rated rpm
Relief valve setting . . . . . 20.6 MPa 210 kgf/cm² **3,000 psi**
Hydraulic cylinders:
Type . . . . . .Double-acting, piston type
Number of cylinders . . . . . 2
Bore x stroke . . . . . 70 mm x 453 mm **2.76" x 17.8"**

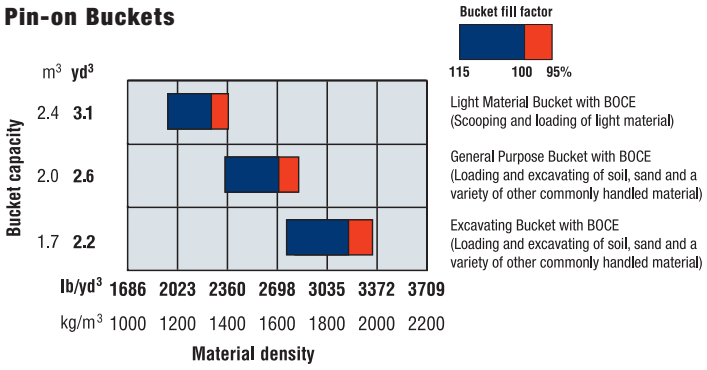
Loader control:
Hydraulic pump. . . . . Gear type pump
Capacity . . . . . 54 ltr/min **14.3 U.S gal/min** at rated rpm
Relief valve setting . . . . . 20.6 MPa 210 kgf/cm² **3,000 psi**
Hydraulic cylinders:
Type . . . . . .Double-acting, piston type
Number of cylinders—bore x stroke:
Lift cylinder. . . . . 2- 125 mm x 673.5 mm **4.9" x 26.5"**
Bucket cylinder . . . . . 1- 150 mm x 504 mm **5.9" x 19.8"**
Control valve . . . . . 2-spool type
Control positions:
Boom . . . . . .Raise, hold, lower, and float
Bucket. . . . . .Tilt-back, hold, and dump
Hydraulic cycle time (rated load in bucket)
Raise. . . . . 5.7 sec
Dump . . . . . 1.9 sec
Lower (Empty). . . . . 3.2 sec

## SERVICE REFILL CAPACITIES

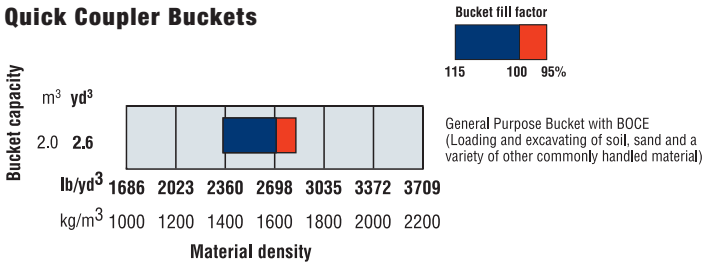
| | | |
|---|---|---|
| Cooling system | 24.6 ltr | **6.5 U.S. gal** |
| Fuel tank | 177 ltr | **46.8 U.S. gal** |
| Engine | 15.5 ltr | **4.1 U.S. gal** |
| Hydraulic system | 58 ltr | **15.3 U.S. gal** |
| Axle front | 18.5 ltr | **4.9 U.S. gal** |
| Axle rear | 18 ltr | **4.8 U.S. gal** |
| Transfer case | 5 ltr | **1.3 U.S. gal** |

## BUCKET SELECTION GUIDE

### Pin-on Buckets

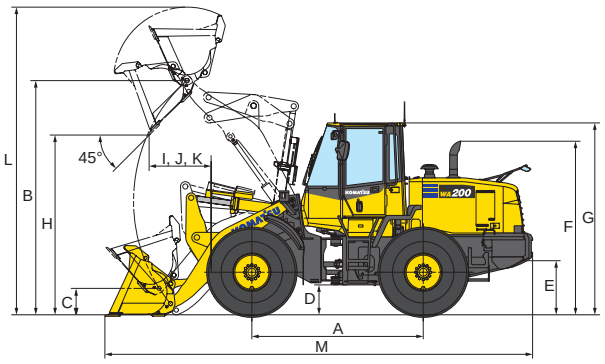


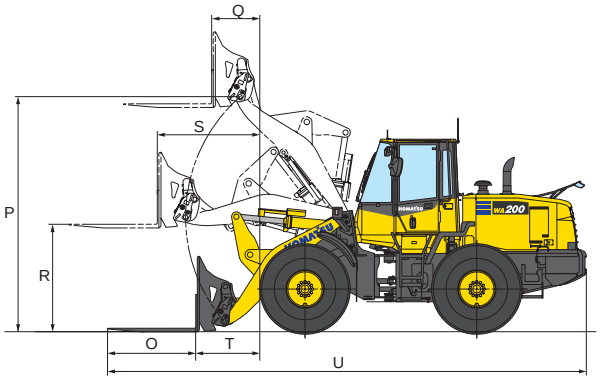

### Quick Coupler Buckets



## DIMENSIONS

Measured with 20.5-R25(L3) Tires, ROPS/FOPS cab




| | | | |
|---|---|---|---|
| | Tread | 1930 mm | **6'4"** |
| | Width over tires | 2470 mm | **8'1"** |
| A | Wheelbase | 2840 mm | **9'4"** |
| B | Hinge pin height, max. height | 3885 mm | **12'9"** |
| C | Hinge pin height, carry position | 425 mm | **1'5"** |

| | | | |
|---|---|---|---|
| D | Ground clearance | 495 mm | **1'7"** |
| E | Hitch height | 965 mm | **3'2"** |
| F | Overall height, top of the stack | 2875 mm | **9'5"** |
| G | Overall height, ROPS cab | 3180 mm | **10'5"** |

## BUCKET

| | | General Purpose Bucket Pin On | Excavating Bucket Pin On | Light Material Bucket Pin On | General Purpose Bucket Quick Coupler |
|---|---|---|---|---|---|
| | | B.O.C.E. | B.O.C.E. | B.O.C.E. | B.O.C.E. |
| | Bucket capacity: heaped | 2.0 $m^3$ **2.6 $yd^3$** | 1.7 $m^3$ **2.2 $yd^3$** | 2.4 $m^3$ **3.1 $yd^3$** | 2.0 $m^3$ **2.6 $yd^3$** |
| | struck | 1.7 $m^3$ **2.2 $yd^3$** | 1.4 $m^3$ **1.8 $yd^3$** | 2.0 $m^3$ **2.6 $yd^3$** | 1.7 $m^3$ **2.2 $yd^3$** |
| | Bucket width | 2550 mm **8'4"** | 2550 mm **8'4"** | 2550 mm **8'4"** | 2550 mm **8'4"** |
| | Bucket weight | 890 kg **1,962 lb** | 825 kg **1,819 lb** | 965 kg **2,127 lb** | 1005 kg **2,216 lb** |
| H | Dumping clearance, max. height and 45° dump angle* | 2965 mm **9'9"** | 3040 mm **10'0"** | 2875 mm **9'5"** | 2870 mm **9'5"** |
| I | Reach at max. height and 45° dump angle* | 950 mm **3'1"** | 870 mm **2'10"** | 1035 mm **3'5"** | 1115 mm **3'8"** |
| J | Reach at 2130 mm **7'** clearance and 45° dump angle* | 1580 mm **5'2"** | 1545 mm **5'1"** | 1625 mm **5'4"** | 1650 mm **5'5"** |
| K | Reach with arm horizontal and bucket level* | 2315 mm **7'7"** | 2210 mm **7'3"** | 2440 mm **8'0"** | 2590 mm **8'6"** |
| L | Operating height (fully raised) | 5095 mm **16'9"** | 4985 mm **16'4"** | 5215 mm **17'1"** | 5305 mm **17'5"** |
| M | Overall length (bucket on ground) | 7090 mm **23'3"** | 6985 mm **23'** | 7215 mm **23'** | 7230 mm **23'9"** |
| | Loader clearance circle (bucket at carry, outside corner of bucket) | 11860 mm **38'11"** | 11640 mm **38'2"** | 11770 mm **38'7"** | 11470 mm **37'8"** |
| | Digging depth: 0° | 110 mm **4"** | 110 mm **4"** | 110 mm **4"** | 130 mm **5"** |
| | 10° | 295 mm **12"** | 280 mm **11"** | 320 mm **13"** | 360 mm **14"** |
| | Static tipping load: straight | 8605 kg **18,971 lb** | 8670 kg **19,114 lb** | 8535 kg **18,816 lb** | 8295 kg **18,287 lb** |
| | 40° full turn | 7665 kg **16,898 lb** | 7580 kg **16,711 lb** | 7445 kg **16,413 lb** | 7300 kg **16,094 lb** |
| | Breakout force | 108 kN 11000 kgf **24,251 lb** | 121 kN 12310 kgf **27,139 lb** | 96 kN 9765 kgf **21,528 lb** | 90 kN 9170 kgf **20,216 lb** |
| | Operating weight | 11495 kg **25,342 lb** | 11430 kg **25,199 lb** | 11570 kg **25,507 lb** | 11825 kg **26,070 lb** |

*At the end of tooth or B.O.C.E.

All dimensions, weights, and performance values based on SAE J732c and J742b standards. Static tipping load and operating weight shown include lubricant, coolant, full fuel tank, ROPS cab and operator. Machine stability and operating weight affected by tire size and attachments.

## FORK

| | | | Fork Quick Coupler |
|---|---|---|---|
| O | Fork tine length | | 1220 mm **4'0"** |
| P | Ground to top of tine at maximum lift | | 3765 mm **12'4"** |
| Q | Reach at maximum lift | | 775 mm **2'6"** |
| R | Ground to top of tine - boom and tine level | | 1780 mm **5'10"** |
| S | Reach - boom and tine level | | 1675 mm **5'6"** |
| T | Reach - tine level on ground | | 1040 mm **3'5"** |
| U | Overall length - tine level on ground | | 7645 mm **25'1"** |
| | Static tipping load - boom level: fork level, tine center | straight | 5905 kg **13,018 lb** |
| | | 40° full turn | 5155 kg **11,365 lb** |
| | Operating weight | | 11485 kg **25,320 lb** |

Operating load per SAE J1197 (Feb. 1991), 50% of static tipping load.

Static tipping load and operating weight shown include lubricant, coolant, full fuel tank, ROPS cab and operator. Machine stability and operating weight affected by tire size, additional counterweight and attachments.

## WEIGHT CHANGES

| Tires or attachments | Change in operating weight | | Change in tipping load | | | | Width over tires | | Ground clearance | | Change in vertical dimensions | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Straight | | Full turn | | | | | | | |
| | kg | lb | kg | lb | kg | lb | mm | ft in | mm | ft in | mm | ft in |
| 17.5-25-12PR (L2) | -610 | -1345 | -405 | -893 | -405 | -893 | 2375 | 7'10" | 425 | 1'5" | -70 | -3" |
| 20.5-R25 (L2) | +40 | +88 | +25 | +55 | +25 | +55 | 2470 | 8'1" | 495 | 1'7" | 0 | 0 |

## STANDARD EQUIPMENT

- 2-spool valve for boom and bucket control
- Alternator 24V / 60A
- Auto shift transmission with mode select system
- Automatic hydraulic-driven fan with automatic reverse rotation
- Back-up alarm
- Batteries 2 x 12V / 92Ah
- Battery disconnect
- Boom kick-out
- Bucket positioner
- Electronically Controlled Suspension System (ECSS)
- Engine, Komatsu SAA4D107E-2
- Engine shut-off system, electric
- Equipment Management Monitoring System (EMMS)
  - Lights (central warning, brake oil pressure, engine oil pressure, parking brake, cooling fan reverse, seat belt caution
  - Gauges (Engine water temperature, ECO, Fuel level, HST oil temperature, speedometer/tachometer), variable speed display
- Front fenders
- Fuel pre-filter with water separator
- Heavy counterweight for quick coupler
- Horn, electric
- Hydrostatic transmission
- Komatsu SmartLoader Logic
- Komatsu Auto Idle Shutdown
- KOMTRAX®
- Lift cylinders and bucket cylinder
- Lights
  - Back-up light
  - Stop and tail light
  - Turn signal lamps, 2 front and 2 rear with hazard switch
  - Working lights, halogen, 2 front cab mount
  - Working lights, halogen, 2 front fender mount
  - Working lights, halogen, 2 rear grill mount
- Loader linkage with PZ lift boom
- Multifunction mono-lever loader control with transmission F/R switch
- Parking brake, electric
- Radiator, wider core
- Radiator mask, swing up
- Rear view mirrors, outside (2) inside (2)
- Rims for 20.5-R25 tires
- ROPS/FOPS Cab Level 2
  - 2 x DC12V electrical outlets
  - Ashtray
  - Auto air conditioner
  - Cigarette lighter, 24V
  - Cup holder
  - Floor mat
  - Operator seat, reclining, air suspension type
  - Radio, AM/FM with AUX input jack
  - Rear defroster, electric
  - Seatbelt, 2-point retractable, 76mm **3"** width
  - Space for lunch box
  - Steering wheel, tilt
  - Sun visor, front window
  - Windshield washer and wiper, front with intermittent
  - Windshield washer and wiper, rear
- Service brakes, wet disc type
- Starting motor 24V / 5.5kW
- Transmission speed ranges, 4 forward and 4 reverse
- Vandalism protection kit, padlocks for battery box (2)

## OPTIONAL EQUIPMENT

- 3-spool valve (will utilize integrated proportional control switch included in the multi-function mono-lever) and piping
- Auxiliary steering (SAE)
- Cutting edge (bolt-on type)
- Limited slip differential (F&R)
- Quick coupler
- Rear full fenders
- Various tire options, radial and bias
- Various bucket options

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KOMATSU®

*Note: All comparisons and claims of improved performance made herein are made with respect to the prior Komatsu model unless otherwise specifically stated.*

www.komatsuamerica.com

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KOMATSU®

Tier 4 FINAL

# KOMATSU CARE FOR TIER 4 FINAL:

## 3 YEARS | 2,000 HOURS

## COMPLIMENTARY
### SCHEDULED MAINTENANCE

>>>>>>>>>>>>>>>>>>>>>>

PLUS…

**COMPLIMENTARY** KDPF replacement and SCR system service for 5 years—no hours limits.

KOMATSU CARE®

# INVEST IN **KOMATSU TIER 4 FINAL** WITH CONFIDENCE, WITH KOMATSU CARE® BUILT IN TO EVERY NEW MACHINE.

**Keep your equipment up and running and keep your cost of ownership down.** Every new Komatsu Tier 4 Final construction machine comes standard with **Komatsu CARE**®—our exclusive service program featuring ***complimentary factory scheduled maintenance*** for the first 3 years/2,000 hours.

**Komatsu Tier 4 Final** construction equipment is state of the art—high-tech, hard-working and EPA-compliant. And it also comes with something more: a strong commitment from Komatsu and your Komatsu Distributor to deliver an ownership experience that's second to none.

**Komatsu CARE**® is a complete service and advanced product support solution that Komatsu and our Distributors provide to our customers throughout the entire lifecycle of the machine.

## Another first from Komatsu.

Komatsu was the first construction equipment manufacturer to offer this kind of comprehensive, complimentary maintenance program that adds value to your Tier 4 equipment investment. You can count on Komatsu CARE® to:

- Lower your cost of ownership
- Improve equipment uptime and reliability
- Protect the value of your capital investment
- Ensure that proper maintenance is performed by factory-certified technicians with OEM parts
- Increase resale value with detailed maintenance records and transferable program benefits

## Every new Komatsu Tier 4 Final construction machine is covered.

The Komatsu CARE® program covers all new Komatsu Tier 4 Final construction equipment, whether rented, leased or purchased. For the first 3 years or 2,000 hours, whichever occurs first, you'll receive:

- Regular service at 500, 1,000, 1,500 and 2,000-hr. intervals
- DEF tank breather element replacement at 1,000 hours
- DEF and CCV filters replacement at 2,000 hours
- 50-point inspection by factory-trained technician at each scheduled interval
- Technician labor
- Fluids, oils, coolant, filters, SCR screen, tank breather and parts*
- Technician travel to and from your equipment location

Service will be performed by a Komatsu Distributor and only Komatsu genuine fluids and filters will be used.

Komatsu CARE® services are available from every Komatsu Distributor in the U.S. and Canada.

## PLUS... Complimentary KDPF exchange—included.

Komatsu Tier 4 Final construction equipment also comes with 2 complimentary Komatsu Diesel Particulate Filter (KDPF) exchange units for the first 5 years—no hour limit.

- Exchanges can occur at regular planned service intervals or at 2 unplanned times (pre-authorization required)
- Lowers your cost of ownership
- No waiting for cleaning means increased uptime
- Removal and installation will be performed by a factory-certified technician (at customer expense) to ensure the work is done to OEM standards

## PLUS... Complimentary SCR System Maintenance—included.

Komatsu Tier 4 Final construction equipment also includes 2 factory recommended services of the Selective Catalytic Reduction (SCR) Diesel exhaust fluid (DEF) system during the first 5 years—no hour limit—including:

- Factory recommended maintenance at 4,500 and 9,000 hours or at 2 unplanned times (pre-authorization required)
- DEF tank flush and strainer cleaning every 4,500 hours for engines with gross horsepower over 174hp

* Coolant at 24 months (if not expired by hours), belts, valve adjustments and accumulators are not covered under this program.

# KEEP YOUR **TIER 4 FINAL** EQUIPMENT OPERATING AT PEAK EFFICIENCY.

**As a global technology leader,** Komatsu's newest construction equipment features next-generation diesel engines that meet EPA Tier 4 Final regulations, reducing emissions and consuming less fuel than Tier 4 Interim. Komatsu CARE® helps ensure your new Tier 4 Final equipment operates at maximum efficiency. That's why it comes with every Komatsu Tier 4 Final construction machine.

## Move up to Komatsu CARE®—Extended Coverage.

**Komatsu CARE®—Extended Warranty Coverage**

Komatsu equipment is built to last, but our Extended Coverage can provide further peace of mind by protecting customers from unplanned expenses and impacts in cash flow. Purchasing Komatsu CARE®'s Extended Coverage locks-in the cost of covered parts and labor for the extended warranty period and helps to turn these variable expenses into a fixed cost.

- No Stop Loss or Loss Limits imposed, regardless of the coverage type or repair expense
- Any combination of months and hours out to five years and 10,000 engine hours – KOWA kits included
- Coverage premium can be rolled into the machine financing at time of sale or any time before the expiration of the machine's standard warranty
- Coverage is fully transferable and honored by all Komatsu distributors throughout the U.S. and Canada

**Komatsu CARE®—Extended Maintenance**

After Komatsu CARE®'s complimentary maintenance ends, an extended maintenance program can be added to continue factory trained servicing of your machines. By contracting a Komatsu distributor to perform maintenance, this complete solution ensures that only Komatsu genuine parts and fluids are used during regular maintenance intervals, and that only highly skilled and efficient factory-certified technicians perform the repair and maintenance work necessary to keep your Komatsu equipment running like new.

## Coast-to-coast 24/7/365 Komatsu parts support.

Because downtime can be costly, Komatsu makes sure that the parts you need are ready when you need them; with the same Komatsu quality and fit as the original. Komatsu, along with its distribution network, has parts strategically located throughout North America to ensure superior parts availability, to keep your Komatsu machine up and running.

- Komatsu America has nine Parts Distribution Centers strategically located throughout North America
- Komatsu America's Parts distribution network is accessible 24/7/365 to fulfill your parts needs
- Komatsu has a distributor network of nearly 300 locations across North America
- Online parts ordering available through Komatsu eParts, 24/7/365. (See distributor for details)
- Komatsu offers a full line of factory reman products with same-as-new warranties at a significant cost reduction:
  - Complete engine assemblies
  - Transmissions
  - Torque converters
  - Hydraulic components
  - Starters, alternators, turbochargers, circuit boards, etc.

Tier 4 FINAL

# YOUR KOMATSU TIER 4 FINAL EQUIPMENT COMES WITH A BUILT-IN ADVANTAGE: KOMATSU CARE® COMPLIMENTARY SCHEDULED MAINTENANCE.

To learn more about Komatsu CARE® contact your Komatsu distributor or scan this QR code with your smart phone.

Every Komatsu Tier 4 Final construction machine comes standard with **Komatsu CARE® complimentary factory scheduled maintenance** for 2,000 hours or the first 3 years—plus 2 **complimentary KDPF exchanges** and **complimentary SCR system service** for 5 years, with no hours limits. With Komatsu CARE® you can:

- Lower your cost of ownership
- Increase equipment uptime and reliability
- Protect the value of your Tier 4 capital investment

It's just part of our program designed to deliver complete service and support solutions to Komatsu customers.

## Komatsu CARE® is powered by KOMTRAX®.

All Komatsu equipment comes with KOMTRAX, our innovative wireless equipment monitoring system. KOMTRAX works with Komatsu CARE® to notify you and your distributor when service is needed to help keep your equipment in peak operating condition, and also enables you to monitor and manage your equipment fleet.

KOMATSU CARE®

www.komatsuamerica.com/komatsu-care

AESB339-01
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**CONSENT AGENDA ITEM: 7J**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving the purchase of one (1) Ford F350 from Bob Riding from Taylorville, IL using the State of Illinois Joint Purchase Contract No. 4017340 in the amount of $38,734.00 scheduled replacement for the Water Meter Service Division, and authorize the 2006 Dodge 2500 Sprinter van be declared surplus and be sold on public auction at Publicsurplus.com.

**RECOMMENDATION/MOTION:** Recommend that the purchase of one (1) Ford F350 from Bob Ridings from Taylorville, IL using the State of Illinois Joint Purchase Contract No. 4017340 in the amount of $38,734.00 be approved, authorize the 2006 Dodge 2500 Sprinter van be declared surplus and be sold on public auction at Publicsurplus.com, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Objective 4 – City Services delivered in the most cost-effective, efficient manner

**STRATEGIC PLAN SIGNIFICANCE:**

**BACKGROUND:** Water Meter Service Division of the Water Department has a 2006 Dodge 2500 Sprinter van that is due for replacement in Fiscal Year 2016. The maintenance cost to date for this unit is $29,748.85. This unit is used in the day to day operations for repair and maintenance of the city's water meters and water system. These operations include: new meter installation, water meter replacements, water meter repairs, water shut offs, water meter reconnects, as well as repairs to the City's water pipe distribution system. This unit will be equipped with a service bed that has a crane for lifting heavy parts and equipment.

The replaced unit will be declared surplus and be sold on public auction at Publicsurplus.com. It is expected to bring $5,700.00 at auction.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not Applicable.

**FINANCIAL IMPACT:** The purchase of one (1) Ford F350 from Bob Ridings from Taylorville, IL using the State of Illinois Joint Purchase Contract Number 4017340 in the amount of $38,734.00. This is included in the FY 2016 Budget under the Capital Lease-Capital Outlay Licensed Vehicle Account (40110133-72130). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 79 and 83.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

Reviewed by: Brett Lueschen, Superintendent of Water Distribution

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:**

- WMR4 Order Form
- Photo

---

Motion: That the purchase of one (1) Ford F350 from Bob Ridings from Taylorville, IL using the State of Illinois Joint Purchase Contract Number 4017340 in the amount of $38,734.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

# *Ford F350 Official State of Illinois Joint Purchase Contract*



## *Bob Ridings Fleet Sales Program*

*Todd Crews, Fleet Sales Mgr.*

*Ph. 217-824-2207* *931 Springfield Rd* *E-Mail*

*Fax 217-824-4252* *Taylorville IL 62568* *toddfleet@aol.com*

**Ordering Agency:** City of Bloomington **Ford Fleet #** _____ **Quantity:** 1

**Contact Person:** Rob Krones **Purchase Order #** _____

**Address:** 336 South Main St. **City & Zip:** Bloomington IL. 61702 **Cost Each $** 38,734.00

**Phone:** 309-434-2296 **Fax #:** 309-434-2279 **TOTAL ORDER COST $** _____

**BOB RIDINGS is pleased to once again provide the official State of Illinois contract for the F350 lineup!**

**STEP 1, SELECT Your Truck Model** *XL Standard Package Equipment Includes:*

6.2 Litre E85 V-8 w/385 HP & HD 6spd Automatic — ***13,700 MIN GVWR, Approx 5500lb Payload*** — Power Steering & Brakes
4 Wheel Disc Anti Lock Brakes & Advance Trac — LT245/75R17E All Season Tires w/NO SPARE — 17" Silver Steel Wheels
Trailer Pkg. w/650 CCA Battery & 157 Amp Alternator, HD Oil & Trans Coolers, Trailer Wiring
**Trailer Tow Mirrors** — 40 Gal Fuel Tank — Intermittent Wipers — Front AND SIDE Air Bags
**INCLUDES Air Conditioning** — **Tilt Steering Wheel** — AM/FM Stereo — Black Grille & Bumpers & HD Frt Tow Hooks
XL Trim w/40/20/40 Vinyl Split Seat & Full Vinyl Floor Covering — 3/36 Basic Warranty, 5/60 Powertrain
***4x4 Models Also Include Solid Front Axle & 2spd Transfer Case w/MANUAL HUBS! PHOTOS & INFO at www.ford.com***

___ *2016 Ford F350 Regular Cab/Chassis* X *2wd $19,880.00* __ *4x4 $23,290.00*
DUAL Rear Wheel (DRW) is 13,700 min GVWR, Includes 60" Cab/Axle __USE 84" Cab/Axle $165.00

___ *2016 Ford F350 SUPER Cab/Chassis* __ *2wd $21,850.00* __ *4x4 $25,260.00*
SUPER Cab includes Flip-Out Cab Access Doors & Folding Rear Bench Seat.

___ *2016 Ford F350 CREW Cab/Chassis* __ *2wd $22,625.00* __ *4x4 $26,035.00*
CREW Cab includes Full Rear Doors and Full 3 Passenger Rear Bench Seat.

___ ***6.7 Powerstroke Twin Turbo Diesel V8, includes dual 750 CCA Batteries & 100,000 mi Warranty $6500.00***

---

**STEP 2, SELECT Paint Color, Interior and Options** (Includes Steel Gray Interior)

X White ___ Magnetic ___ NEW! Bright RACE Red ___ Black ___ Caribou
___ Silver ___ Dk Blue "Jeans" ___ Dk Green Gem ___ ***School Bus Yellow $700.00***

**XL INTERIOR** *(Inquire)* X Vinyl 40/20/40 Split Bench Seat Standard ___ *Cloth 40/20/40 Split Bench (Std w/XLT)* *$100.00*
___ *WITH CREW CAB* *$300.00*
___ Vinyl Buckets w/Mini Console $325.00 (Regular Cab ONLY)
___ CLOTH Buckets w/Mini Console $475.00
___ WITH CREW CAB $600.00

---

**XL OPTIONS AVAILABLE** (All Included with XLT)
X Cruise Control $195.00
___ AM/FM/CD/MP3 Player $250.00
___ XL VALUE PKG! Cruise, CD AND Chrome Bumper Décor Pkg $575.00
___ WITH Chrome Grille Surround $825.00
___ ***Power Pkg*** w/Pwr Windows/Locks/Heated Signal Mirrors & Keyless Remote Entry $835.00
___ WITH CREW CAB $1025.00
___ ***SYNC HANDS FREE*** Bluetooth System $350.00 (REQUIRES CD Player OR Value Pkg, Included w/XLT)

---

***NOTE PRELIMINARY 2016 INFO, CALL ME TO CONFIRM BEFORE ORDERING, ORDERS DUE 9-30-15***

(next page)

___***XLT UPGRADE PACKAGE,*** ***Includes all XL Standard AND OPTIONAL Equipment Above, PLUS***
SYNC Bluetooth System, Chrome Grille
Factory Trailer Brake, Cloth 40/20/40 Split Bench Seat PLUS MORE!!!
***Specify*** ___Full Vinyl Floor Covering ___Carpet & Carpeted Mats

___***REGULAR Cab $2885.00***
___***SUPER Cab $3125.00***
___***CREW Cab $3785.00***

**OPTIONS FOR XLT ONLY**
___*XLT Interior Pkg, Includes Power Driver Seat, Power Pedals, and Auto Headlamps $735.00*
___*ADD Bucket Seats & Console (N/A w/Reg Cab, w/4x4 REQ Electric Shift) $300.00*

___Power Sliding Rear Window w/Rear Defogger (N/A w/Reg Cab) $375.00
___Power Telescopic Trailer Mirrors $150.00
___17" Aluminum Wheels $575.00
___ Power Adjust Pedals $115.00
___ SIRIUS Satellite Radio $185.00

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***2016 F350 FACTORY OPTIONS for all Models***
***WORK ESSENTIALS*** *We STRONGLY ENCOURAGE the following (*) important equipment for EVERY WORK TRUCK!!!*

___*Electric Switchable Shift-on-the-Fly 4x4 w/Auto Hubs $175.00)*
*(NOTE Manual 4x4 Hubs and Floor Shift 4x4 are Standard)*
X *Limited Slip Axle (4.30 w/Gas, 4.10 w/Diesel) $300.00*

___*All Terrain Tires LT245 $150.00*
___***4x4 Snowplow Prep Pkg $75.00***
*(REQ for Plow Use, Incl HD Front Springs)*
X ***Spare Tire (Shipped Loose) $350.00***

X 2wd Heavy Serv. Suspension $125.00
___4x4 Skid Plate Pkg (Super & Crew Cab Only) $90.00
___CNG/LPG Prep Pkg (for 6.2 V8, Inquire) $290.00

X Built-In Factory Trailer Brake (Included w/XLT) $195.00

___AMBULANCE PKG (Diesel ONLY) Includes Dual Alternators, Operator Regen, 4.10 Wide Track Axle (Inquire) $1150.00
(NOT AVAILABLE w/Snowplow Prep, Inquire)

___***Factory Remote Start (REQ Power Pkg or XLT) $185.00!!***

___Factory Stainless Wheel Simulators $375.00
___Factory Aluminum Wheels $575.00

X SUBSTITUTE Mid Ship 28 Gal Fuel Tank $120.00
___Factory CD Rom Service Manual $225.00

___Engine Block Heater $65.00
X Daytime Running Lights $40.00
___Sliding Rear Window $125.00
X Factory Backup Alarm $120.00

*(*) WITH DIESEL ONLY (Inquire)*
___**HD Dual Alternators, 160 Amps Ea $375.00*
___**HD Single 200 Amp Alternator $75.00*
___**Manual Operator Regen (Inquire) $225.00*
___**Rapid-Heat Supplement Cab Heater $225.00*
___**PTO Provision $250.00*
___**Dual Fuel Tanks (REQUIRES CD Player, Not Avail w/Sync, Inquire) $695.00*

EXTRA KEYS
2 X X Programmed Key with No Remote $25.00 ea ~~50.00~~
___Key/Remote Combo w/Pwr Locks $150.00 ea

---

**RUNNING BOARD OPTIONS (a MUST for 4x4s, Inquire)**
X ***FACTORY Black Running Boards*** X ***Regular Cab $300.00***
___ ***Super or Crew $350.00***
X ***Molded Mudflaps, Front Pair $75.00***

___Tubular Cab Steps ___ Black Stainless $375.00
___ Polished Stainless $475.00

___**Tubular Front Brush/Grille Guard, Black $695.00**
___**Polished Stainless $995.00**

**INTERIOR AND BODY PROTECTION**
___Door Edge Guards, Black $30.00
___Heavy Duty Rubber Floor Mats $65.00
___Bug Deflector, Smoke Acrylic $99.00
___Vent Visors, Smoke Acrylic, Pair $79.00

X **RHINO LINER HD Spray In Bedliner**
X WITH Service Body $575.00
___WITH Dump or Flatbed $695.00
X **Undercoat $299.00**
___WITH Dump or Flatbed $375.00

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**RAMSEY WINCHES**
___ Patriot, 8000lb, Remote Controls, 95ft Cable w/Hook, Includes Black Grille Guard $3085.00
___ REAR MOUNT 8000lb, Remote, Cable, Removable TRAILER HITCH Mount $2285.00

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**STROBE LIGHTING OPTIONS**
___ BACKRACK Cab Protector, For Service Body Light Mounting $395.00
___ Federal Signal OR ECCO 6650A Amber Strobe Light, 6" Round $395.00
___ Federal Signal OR ECCO 22" Amber Light Bar $650.00
___ Federal "Highlighter" 15" LED Low Profile Amber Light Bar $550.00
___USE Leveling Bracket on Dump Body Cab Protector ADD $125.00
___ **Federal 4 Way PARKING LAMP HOUSING Strobe System OUR MOST POPULAR! $650.00**
___ **WITH DUMP BODY 4 Way Strobe System w/Oval Built Ins in Dump Body & Grille $895.00**

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(next page)

## *2016 F350 BODY OPTIONS AVAILABLE* add to your chassis selection

*NOTE LONGER 11ft BODY options are ONLY AVAILABLE with REGULAR CAB!*

### ___*CRYSTEEL 9ft Dump Body Special 3 Yd Pkg.* *$6795.00*

Includes 87" Inside Width, 14" Sides w/Board Pockets, 10ga Floor, 12ga Sides, Cab Shield w/Screen Window, 20" Double Acting Removable Tailgate w/One Hand Release, Dirt Shedding Rails & Pillars. Includes Crysteel LB400 **Electric Hoist w/Power Up, Gravity Down,** 45 Degree Dump Angle & 17" Stroke. ***See at www.crysteel.com***

***ALSO INCLUDES Class IV 2" Hitch Receiver Tube w/pintle plate. If this hitch pkg is not desired __DEDUCT (-$400)***

| | | | |
|---|---|---|---|
| *SELECT PAINT* | ___Black ___White ___Bright Red | No Cost | |
| | ___Paint to Match all other colors | $1000.00 | |
| *SELECT SIDES* | ___Fixed | No Cost | |
| | ___Fold Down | No Cost | |

### ___*CRYSTEEL 11ft Dump Body 2-3 Yd Pkg.* *$8695.00*

Includes Specs as Above w/lower Fixed Sides and Upgrade to 84" CA

***ALSO INCLUDES Class IV 2" Hitch Receiver Tube w/pintle plate. If this hitch pkg is not desired __DEDUCT (-$400)***

| | | | |
|---|---|---|---|
| SELECT PAINT | ___Black ___White ___Bright Red | No Cost | |
| | ___Paint to Match all other colors | $1000.00 | |
| SELECT SIDES | ___Fixed | No Cost | |
| | ___Fold Down | $500.00 | |

| | | |
|---|---|---|
| **OPTIONS FOR DUMP BODY PKG** | ___Short Tail Body for use with Salt Spreader & 28 Gallon Side Fuel Tank | Inquire |
| | ___UPGRADE to Heavier Duty 8ga Floor and 10ga Sides | $425.00 |
| | ___Power Up & Down Double Acting Electric Hoist (Incl w/Central Hydraulic System) | $425.00 |
| | ___**Additional Mudflap in Front of each RR Wheel** | **$150.00** |
| | ___**CENTRAL HYDRAULIC SYSTEM** Includes 20 Gallon Reservoir, Fanbelt Driven Clutch Pump, Pwr Up & Down. Includes Hydraulic Lines and Morse In-Cab Controls for Plow & Spreader | **$7250.00** |
| | ___**UNDER TAILGATE SPREADER** Beyers SaltDogg 92420A for use with Central Hydraulics ___Steel | $3250.00 |
| | ___Stainless | $3995.00 |
| | ___**TOMMYGATE G2 "Load & Dump" Liftgate** 1600 lb, Not Available w/Spreader | $5695.00 |

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### ___*KNAPHEIDE FLATBED Body Pkg.* Painted Black with 40" Screened Bulkhead ___ ***9ft $2995.00***

SELECT FLOOR __Wood or __Smooth Steel No Cost __Treadplate Floor ADD $400.00

Model PVMX 93C & PVMX 123C ___ ***12ft $3495.00***

___**Knapheide Hoist w/Pwr Up & Down ADD $4500.00**

__Class V Hitch Receiver ADD $525.00 Model KH-1412 ***See at www.knapheide.com***

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**TOOLBOX OPTIONS For Dump Or Flatbed**

___Knapheide Steel "BACKPACK" Toolbox for Reg Cab, Fits Between Cab and 9' Bed, 2 Doors Per Side, Up to 82" Wide Storage, Includes Longer Cab/Axle Chassis, Painted Black or White $5650.00

___Steel UNDERBODY TOOLBOXES, Black, 18x18x36 ___Left or ___Right Side $850.00
Mounts Under Body Between Cab & Rear Axle ___ Pair, BOTH Sides $1625.00

___**WEATHERGUARD ALUMINUM** Toolbox, 18x18x36 ___Left or ___Right Side $950.00
___ Pair, BOTH Sides $1825.00

NOTE Underbody boxes used with Backpacks and Fold Down Side Bodies may be size 14x14x36, INQUIRE. With Central Hydraulics use one side only, pair not available.

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**SNOWPLOWS FOR 4x4's** Include Quick Release Mount, Snow Deflector, and Hand Held Remote (REQUIRES Snowplow Prep Pkg)

ALL PLOWS NOW INCLUDE Hand Held Remote (UNLESS used with Central Hydraulics, INQUIRE)

| ___ ***WESTERN 8.0 Pro Plow Ultra Mount $5375.00*** | | ___ ***BOSS 8.0 ft Super Duty*** | ***$5375.00*** |
|---|---|---|---|
| ___ Western 8.5 ft Pro PLUS | $5595.00 | ___ 8.5 ft Super Duty | $5595.00 |
| ___ Western 9.0 ft Pro PLUS | $5795.00 | ___ 9.0 ft Super Duty | $5795.00 |
| ___ Western 8.5 MVP V-PLOW | $5995.00 | ___ 8.2 ft V-PLOW | $6295.00 |
| ___ Western 9.5 MVP V-PLOW | $6295.00 | ___ 9.2 ft V-PLOW | $6595.00 |
| ___ Western 8-10ft WIDE OUT | $6895.00 | | |

| | |
|---|---|
| ___ **WESTERN ICE-BREAKER, STAINLESS 8ft V Box Spreader**, Includes 11hp Honda Engine, 2.0 Cu Yd Hopper w/Top Screen, Mounted w/Ratcheting Hold Downs, Electric Controls in Cab | $8850.00 |
| ___ **WESTERN TORNADO, POLY 8ft V Box Spreader**, 1/2 hp Electric Power, 1.8 Cu Yd | $6600.00 |
| ___ **WESTERN Model 2500** Low Profile, Below Tailgate, 1/3 hp Electric Power, 8.5 cu ft Poly Hopper | $2675.00 |
| ___ **WESTERN Model 1000** Low Profile, Below Tailgate, 1/3 hp Electric Power, 8 cu ft Poly Hopper | $2325.00 |

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**(next page)**

_X_ ***SERVICE Body Packages*** Standard 40" Height, Includes 3 Compartments Per Side w/Std. Shelving Pkg, Treadplate Floor & RR Step Bumper. *Knapheide* Bodies are E Coat Steel w/Stainless Latches & Slam Latch Tailgate

_X_ ***KNAPHEIDE 9ft*** *Steel, Model 6108D54J* ***$6795.00*** ___*ADD Flip Top Body $800.00*
___***11ft*** *w/4 Compts Per Side & 84" Cab/Axle* ***$7895.00*** ___*ADD Flip Top Body $1100.00*

___***KNAPHEIDE KUV 9ft*** *Steel, Model KC108L2094J* ***$10,975.00***
___***11ft*** *w/4 Compts Per Side & 84" Cab/Axle* ***$12,195.00***
Cab High Canopy Roof, 45" Interior Height, Rear Double Doors w/windows. ***www.knapheide.com***

**OPTIONS FOR KNAPHEIDE BODIES**

**Paint __Red _X_White __Black No Cost**
___*Paint to Match for all other Colors $1000.00

_X_ Lighting in Compartments $495.00
___***Master Locking System* *$400.00*
___***Hot Stick Compartment Door* *$400.00*
***Included on KUV*
___***Compartment Power Locks, Wired to Factory Truck Power Locks & Remote!!*** ***$895.00***

_X_ Class V Hitch Receiver $525.00
___ADD Pintle/Ball Combo Hitch $250.00

_X_ AUTOCRANE 2000 lb EconoTon II $8295.00
On Right RR of Body, 355 Deg Rotation

___Weatherguard Model 1225 Ladder Rack, 1000 lb Capacity, 72" Wide $1395.00

___***TOMMYGATE LIFTGATE*** Model 54 1300 lb w/11" Folding Extension (Not Avail w/KUV) ***$3075.00***
___USE ALUMINUM PLATFORM $695.00 ___UPGRADE to 1300 lb G2 ADD $295.00

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**FORD EXTENDED WARRANTY** Factory Extended Warranty coverage good at any Ford Dealer, $100 deductible after 3yr/36,000 mi. Inquire for details or different time or mileage limits.

**___5yr/75,000 mi Extra Care**
__Gas $1695.00
__Diesel $1995.00
__Snowplow Gas $2395.00
__Snowplow Diesel $2695.00

**___6yr/100,000 mi Powertain**
__Gas $1775.00
__Diesel $2475.00
__Snowplow Gas $2475.00
__Snowplow Diesel $3175.00

**___5yr/75,000 mi. PremiumCare**
__Gas $1995.00
__Diesel $2395.00
__Snowplow Gas $2695.00
__Snowplow Diesel $3095.00

**DELIVERY TO YOUR LOCATION**
**___One Truck $275.00 ___Two or More $225,00 ea**

**WE CAN PROCESS YOUR "M" LICENSE & TITLE**
**___New Municipal "M" License and Title $155.00**

***PLEASE SUBMIT THIS FORM WITH YOUR ORDER AND THANK YOU FOR YOUR BUSINESS!!***
***NOTE ORDERS ARE DUE 9-30-15, DO NOT MISS OUT!!***

DODGE
LAND OF LINCOLN
M 161461
ILLINOIS
SPRINTER
roanoke
MOTOR COMPANY, INC
800•541•6858

**CONSENT AGENDA ITEM: 7K**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving the purchase of one (1) Dodge Grand Caravan from Wright Automotive from Hillsboro, IL using the State of Illinois Joint Purchase Contract No. 4018027 in the amount of $19,985.00 scheduled replacement for the Water Purification Division, and declared the 2005 Dodge Dakota pickup truck as surplus and be sold at public auction on Publicsurplus.com website.

**RECOMMENDATION/MOTION:** Recommend that the purchase of one (1) Dodge Grand Caravan from Wright Automotive from Hillsboro, IL using the State of Illinois Joint Purchase Contract No. 4018027 in the amount of $19,985.00 be approved, declared the 2005 Dodge Dakota pickup truck as surplus and be sold at public auction on Publicsurplus.com website and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Objective 4 – City Services delivered in the most cost-effective, efficient manner

**STRATEGIC PLAN SIGNIFICANCE:**

**BACKGROUND:** Water Purification Division of the Water Department has a 2005 Dodge Dakota pickup up truck that is due for replacement in Fiscal Year 2016. This unit currently has 105,850 miles on it. The maintenance cost to date for this unit is $15,121.07. Due to operational changes this unit will be replaced with a van. It is used for meetings and training in and out of town. It is also used for informational tours around the lakes, Watershed's and other parts of the water distribution system.

The replaced unit will be declared surplus and be sold on public auction at Publicsurplus.com. It is expected to bring $4,400.00 at auction.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not Applicable.

**FINANCIAL IMPACT:** The new Dodge Grand Caravan from Wright Automotive from Hillsboro, IL using the State of Illinois Joint Purchase Contract Number 4018027 in the amount of $19,985.00. This is included in the FY 2016 Budget under the Capital Lease-Capital Outlay Licensed Vehicle Account (40110133-72130). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 79 and 83.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

Reviewed by: Brett Lueschen, Interim Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:**

- Scheduled Replacement of vehicle (LB19) for the Water Purification Division

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Motion: That the purchase of one (1) Dodge Grand Caravan from Wright Automotive from Hillsboro, IL using the State of Illinois Joint Purchase Contract No. 4018027 in the amount of $19,985.00 be approved, declared the 2005 Dodge Dakota pickup truck as surplus and be sold at public auction on Publicsurplus.com website and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

LB19

# WRIGHT AUTOMOTIVE


RICK CRUSE
GOVERNMENT FLEET MANAGER
(217) 827-4245


STATE OF ILLINOIS CONTRACT
# 4018027

# 2016 DODGE GRAND CARAVAN

- 120 MPH Speedometer
- 12V Auxiliary Power Outlet
- 12V DC Front & Rear Power Outlets
- 16" Wheel Covers
- 160 Amp Alternator
- 16X6.5 Steel Wheels
- 20 Gallon Fuel Tank
- 225/65R16 BSW All Season Tires

- 3.6L V6 24V VVT Engine
- 4 Speakers
- 50 State Emissions
- 6-Speed Automatic 62TE Transmission
- 730 Amp Maintenance Free Battery

- Exterior Mirrors w/Heating Element

- Fixed Long Mast Antenna
- Front Courtesy/Map Lamps
- Front End Parts Module
- Front Passenger Seat Belt Alert
- Front Suspension Damper Parts Module
- Front Suspension Parts Module
- Fuel Optimizer Calibration
- Grand Caravan Badge
- Accent Bodyside Molding
- Active Head Restraints
- Advanced Multistage Front Air Bags**
- Air Filtering
- Anti-Lock 4-Wheel-Disc Brakes
- Assist Handles 2nd Row B-Pillar
- Audio Jack Input for Mobile Devices
- AutoStick (R) Automatic Transmission
- Belt Moldings
- Black Door Handles
- Black Seats
- Black Sill Applique
- Black/Bright Grille
- Body Color Fascias
- Carpets - Floor and Cargo Area
- GVW/Payload Rating
- Halogen Quad Headlamps
- Headlamp Off Time Delay
- Heavy Duty Engine Cooling
- Heavy Duty Radiator
- Heavy Duty Transmission Oil Cooler
- Instrument Cluster w/Tach
- Instrument Panel
- Instrument Panel Parts Module
- Interior Assist Handles 2nd Row O/H
- Child Seat Anchor System-LATCH Ready
- Cloth Low-Back Bucket Seats
- Compact Spare Tire
- CORA Tire Press Monitoring Sensor
- Dodge Badge
- Dodge Interior Accents I
- Door Courtesy Lamps
- Door Parts Module
- Driver Side Sun Visor w/Mirror
- Drvr Inflatable Knee-Bolster Air Bag
- Dual Glove Boxes
- Dual Note Electric Horns
- Electronic Stability Control
- Engine Oil Cooler

- Interior Observation Mirror
- Keyless Entry w/Immobilizer
- Left Rear Qtr Trim Storage Bin
- Liftgate Flood Lamp
- Low Washer Fluid Warning Signal
- Lower I/P Instr. Panel Cubby Bin
- LT Sliding Door w/Glass
- Luxury Steering Wheel
- Manual Adjust Seats
- Monotone Paint
- No Rear A/C or Heater

- Non Adjustable Pedals
- Non Locking Fuel Filler Cap
- Outside Temp Display in Odometer
- Overhead Console
- Passenger Assist Handle A-Pillar
- Passenger Side Sun Visor w/Mirror
- Power Heated Mirrors, Fold-Away
- Power Locks
- Power Rack and Pinion Steering
- Power Windows, Driver One-Touch
- Rear Dome Lamp
- Rear Seatback Grocery Bag Hooks
- Yokohama Brand Tires

29E PKG (Standard w/SE)

- 3.6L V6 24V VVT Engine
- 6-Speed Automatic 62TE Transmission
- 2nd Row Buckets w/Fold-in-Floor
- Rear Suspension Damper Parts Module
- Rear Suspension Parts Module
- Rear View Day/Night Mirror
- Rear Window Defroster
- Rear Window Wiper/Washer
- Right Sliding Door w/Glass
- Sliding Door Alert Warning
- Speed Control
- Steering Wheel Mounted Audio Ctrls
- Supp. Side Curtain All Rows Air Bags
- Supplemental Frt Seat Side Air Bags
- Tilt/Telescope Steering Column
- Tinted Glass Windows
- Tip Start
- Tire Mobility Kit No Spare
- Tire Carrier Winch
- Tire Pressure Monitoring Warning LP
- Touring Suspension
- Trailer Sway Damping
- Uconnect 130 AM/FM/CD/MP3
- Urethane Shift Knob
- Var Intermittent Windshield Wiper

- 6 Speakers
- Air Conditioning w/3 Zone Temp Cntrl
- Body Color Bodyside Molding
- Body Color Door Handles
- Body Color Sill Applique
- Easy Clean Floor Mats
- Floor Console w/Cupholder
- Rear Air Conditioning w/Heater
- Stow'N Go Badge
- Sunscreen Glass

# $19,400.00

CALL RICK CRUSE NOW!!!!! (217) 608-2227

# 2016 DODGE GRAND CARAVAN

| OPTION | PRICE |
|---|---|
| ☐ **Uconnect Hands-Free Group** | $ 690.00 |
| • Leather Wrapped Shift Knob (CVB) | |
| • RR View Auto Dim Mirror w/Microphone (GN5) | |
| • Steering Wheel Mounted Audio Ctrls (RDZ) | |
| • Uconnect Voice Command w/Bluetooth (RSP) | |
| • Remote USB Port (RSX) | |
| • SIRIUS Satellite Radio (RSC) | |
| • Bluetooth Streaming Audio (RSL) | |
| • 1-Year SIRIUS Radio Service (X9B) | $ 178.00 |
| ☐ **Power 8-Way Driver Seat** | |
| • Power 2-Way Driver Lumbar Adjust (JPE) | $ -423.00 |
| ☐ **Delete Rear Air Conditioning** | |
| • Anti-Lock 4-Wheel HD Disc Brakes (BR3) | |
| • Compact Spare Tire (TBT) | |
| • P225/65R17 BSW A/S Touring Tires (TWB) | $ 1,490.00 |
| ☐ **Uconnect 430N CD/DVD/MP3/HDD/NAV** | |
| • Garmin Navigation System (JLB) | |
| • 6.5" Touch Screen Display (RFH) | |
| • Audio Jack Input for Mobile Devices (RSU) | |
| • 40GB Hard Drive w/28GB Available (XRF) | |
| • SIRIUS Satellite Radio (RSC) | |
| • SiriusXM Travel Link (RSM) | |
| • 1-Year SIRIUS Radio Service (X9B) | |
| • 1-Year Sirius Travel Link Service (X9F) | |
| • For More Info, Call 888-539-7474 (X9A) | |
| • ParkView(TM) Rear Back-up Camera (XAC) | $ 595.00 |
| ☐ **Power Window Group** | |
| • Pwr Windows, Frt/Rear, Ft 1-Touch (JP5) | |
| • Power Quarter Vented Windows (JKG) | |
| • 2nd Row Power Windows (JPG) | |
| ☐ **4 CORNER LEDS** | $ 660.00 |
| ☐ **Extra Key Only** | $ 40.00 |
| ☐ **Security Alarm** | $ 195.00 |
| ☐ **Engine Block Heater** | $ 85.00 |
| ☐ **SIRIUS Satellite Radio** | $ 195.00 |
| • 1-Year SIRIUS Radio Service (X9B) | |
| • For More Info, Call 888-539-7474 (X9A) | |
| ☐ **Load Leveling and Height Control** | $ 258.00 |
| ☐ **MOPAR UConnect Web** | $ 650.00 |
| Item is a Mopar accessory that may require installation by your dealer. Actual price of item is determined by the dealer and may vary from price shown. Listed price does not include installation or sales tax. See dealer for details and limited warranty information. | |
| ☒ **Remote/ w/ Key** | $ 180.00 |
| ☐ **ALL WEATHER FLOOR MATS** | $ 200.00 |
| ☒ **FRONT OR REAR SPLASH GUARDS** | $ 130.00 |
| ☒ **DELIVERY 1 UNIT** | $ 275.00 |
| ☐ **DELIVERY 2 UNITS OR MORE (EACH)** | $ 225.00 |
| ☐ **TITLE** | $ 95.00 |
| ☐ **DOC FEE/CVR** | $ 125.00 |
| ☐ **TRANSFER PLATES** | $ 25.00 |
| ☐ **NEW PASSENGER PLATES M, MP, OR SHERIFF** | $ 10.00 |
| ☐ **NEW PASSENGER PLATES** | $ 101.00 |

# 2016 DODGE GRAND CARAVAN COLORS

| INTERIOR | CHARGE | ORDER CODE |
|---|---|---|
| ☒ BLACK/LIGHT GRAYSTONE | N/C | H7/X1 |
| ☐ BLACK/SANDTORM | N/C | H7/XU |

| EXTERIOR | CHARGE | ORDER CODE |
|---|---|---|
| ☐ BILLET SILVER METALLIC CLEAR COAT | N/C | PSC |
| ☐ BRILLIANT BLACK CLEAR COAT | N/C | PXR |
| ☐ CASHMERE PEARL SANSTONE | N/C | PFS |
| ☐ GRANITE CRYSTAL MET. | N/C | RAU |
| ☒ BRIGHT WHITE CLEAR COAT | N/C | PW7 |
| ☐ REDLINE 2-COAT PEARL | N/C | PRM |
| ☐ TRUE BLUE CLEAR COAT | N/C | PBU |
| ☐ DEEP CHERRY RED CLEAR | N/C | PRP |

*WE STOCK MANY OTHER FLEET VEHICLES*

PLEASE CALL RICK @ (217) 827-4245

# RICK CRUSE- FLEET SALES MANAGER

WRIGHT AUTOMOTIVE

ROUTES 127 & 185 P.O. BOX 279

HILLSBORO, IL 62049

E-MAIL: rcruse@wrightautomotive.com

Phone: (217) 532-3921 Direct: (217) 608-2227 Fax: (217) 608-2111 Cell: (217) 827-4245

Toll Free: (866) 532-3921


## 2016 DODGE GRAND CARAVAN

ORDERING AGENCY: City of Bloomington

CONTACT PERSON: Rob Krones

E-MAIL rkrones@cityblm.org DODGE FLEET#

PURCHASE ORDER#

QUANTITY: 1 COST EACH: $19,985.00

ADDRESS: 336 South Main St

CITY: Bloomington IL

ZIP: 61702 TAX EXEMPT# E9994-9903-07

PHONE# 309-434-2296 FAX# 309-434-2279

TOTAL ORDER COST: $19,985.00

Please mail order to:
Wright Automotive, Inc.
Hillsboro, IL 62049

Fax orders to:
(217) 608-2111

PLEASE SUBMIT THIS FORM WITH YOUR ORDER

***PAYMENT DUE UPON DELIVERY***

**CONSENT AGENDA ITEM: 7L**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving the purchase of one (1) Ford F550 from Currie Motors from Frankfort, IL using the Northwest Suburban Cooperative Contract Nos. 146 and 141 in the amount of $61,121.00 scheduled replacement for the Water Department Lake Maintenance Division, and authorize the 1999 International S4700 be declared surplus and sold at public auction on Publicsurplus.com website.

**RECOMMENDATION/MOTION:** Recommend that the purchase of one (1) Ford F550 from Currie Motors from Frankfort, IL using the Northwest Suburban Cooperative Contract Numbers 146 and 141 in the amount of $61,121.00 be approved, authorize the 1999 International S4700 be declared surplus and sold at public auction on Publicsurplus.com website, and authorize Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Objective 4 – City Services delivered in the most cost-effective, efficient manner.

**STRATEGIC PLAN SIGNIFICANCE:**

**BACKGROUND:** Lake Maintenance Division of the Water Department has a 1999 International S4700 that is due for replacement in Fiscal Year 2016. The maintenance cost to date for this unit is $58,544.85. This unit is used in the day to day operations for repair and maintenance of the city's water system and grounds keeping at Lake Bloomington. These operations include: water main and service repairs, ground maintenance, and storm clean up, wood chipping, gravel, dirt, and mulch hauling. During snow and ice events this unit is used to plow snow and spread salt as needed at Lake Bloomington. This unit will be equipped with a snow plow, dump bed, and a salt spreader.

The replaced unit will be declared surplus and be sold on public auction at Publicsurplus.com. it is expected to bring $11,000.00 at auction.

The Suburban Purchasing Cooperative is a cooperative of 150 municipalities in the six county areas of Northern Illinois. Every municipality and government agency in the State of Illinois is authorized to participate in this program. The City of Bloomington has successfully used this Cooperative in the past.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not Applicable.

**FINANCIAL IMPACT:** The Ford F550 from Currie Motors from Frankfort, IL using the Northwest Suburban Cooperative Contract Numbers 146 and 141 in the amount of $61,121.00. This is included in the FY 2016 Budget under the Capital Lease-Capital Outlay Licensed Vehicle

Account (40110133-72130). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 79 and 83.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Rob Krones, Superintendent of Fleet Maintenance |
| Reviewed by: | Brett Lueschen, Superintendent of Water Distribution |
| Financial & budgetary review by: | Chris Tomerlin, Budget Analyst<br>Carla Murillo, Budget Manager<br>Patti-Lynn Silva, Finance Director |
| Legal review by: | Jeffery R. Jurgens, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

**Attachments:**

- LB17 Order Form
- LB17 Left Side Picture

---

Motion: That the purchase of one (1) Ford F550 from Currie Motors from Frankfort, IL using the Northwest Suburban Cooperative Contract Numbers 146 and 141 in the amount of $61,121.00 be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

LB17

SPC
SUBURBAN PURCHASING
COOPERATIVE

# 2016 FORD F550 XL 4X2
# CHASSIS CAB

Contract# 146

Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: ORDER CUTOFF

find us on Facebook

YouTube

follow us on twitter

# Currie Motors Frankfort

## SPC Contract Winner
## #146

## 2016 Ford F-550 XL 4x2

## Chassis Cab

## Call Tom Sullivan (815) 464-9200

### Standard Package: $28,866

Warranty 3 Years 36, 000 miles Bumper to Bumper/ 5 Years 60,000 Power train

Free Delivery With in 30 Miles from Point of Purchaser's Billing Address

Alternator – 157 Amps, Heavy Duty

Axle – Mono-beam front axle with coil spring suspension

Non-Limited Slip Rear Axle

Battery – 78 Amp Hour

Engine – 6.8L 3-Valve V-10

Transmission – TorqShift 5-Speed SelectShift Automatic O/D

Brakes – (ABS) With Engine Only Traction Control

60" Cab to Axle

Bumper – Front – black painted steel with grained MIC top cover

Grille – Black MIC

Mirrors – Manually telescoping trailer tow with manual glass & two-way fold

Wheels – 19.5" Argent Painted Steel

Windows – fixed rear

Air Conditioning – manual

Audio – AM/FM/Clock

Door Trim – Armrest/grab handle and reflector

Floor Covering – black vinyl

Instrument Center – Multifunctional switch message center with ice blue lighting (three button message control on steering wheel)

Manual door locks and windows

Rearview Mirror – 11.5" day/night

Seats – HD vinyl 40/20/40 split bench with center armrest, cupholder and storage, manual lumbar support, driver side

Steering Wheel –black vinyl, telescoping steering wheel/column

Sunvisors – Color coordinated vinyl, single driver with pocket, single passenger with insert

Airbags – Driver and passenger side, passenger side deactivation switch on Regular Cab and Super Cab

**GOOD THRU: TBD**

**Options – Cab Style**

| | | |
|---|---|---|
| ☐ | Super Cab | 2370.00 |
| ☐ | Crew Cab | 3440.00 |
| ☐ | 84" Cab To Axle | 262.00 |

**Options – Powertrain**

| | | |
|---|---|---|
| ☐ | 6.7L OHV Power Stroke Diesel | 7093.00 |
| ☒ | 4x4 with Manual Transfer Case | 2875.00 |
| ☒ | Limited Slip Axle | 308.00 |
| ☐ | Gaseous Prep (does not include Conversion) | 268.00 |
| ☐ | Electronic Shift On the Fly 6.7L Engine Only | 158.00 |
| ☐ | Engine Block Heater | 64.00 |
| ☐ | PTO Provision (available with 6.7L Engine) | 239.00 |
| ☐ | Engine Idle Shut Down (available with 6.7L Engine) | 214.00 |
| ☐ | Dual Alternators (requires 6.7L Engine) | 324.00 |
| ☐ | Extra HD Alternator | STD Diesel |
| ☒ | Fuel Tank-28.5 Gallon Mid-Ship | 107.00 |
| ☐ | Dual Fuel Tanks-Diesel Only Requires XL Value Group | 626.00 |

**Options – Suspension**

| | | |
|---|---|---|
| ☒ | Snow Plow Prep Package | 73.00 |
| ☒ | Heavy Duty Front Suspension Package | 107.00 |
| ☐ | High Capacity Trailer Tow Package (requires Limited Slip Axle, Diesel Motor & 19500 GVWR) | 299.00 |
| ☒ | Trailer Brake Controller | 230.00 |
| ☐ | Payload Up Grade Package (requires Limited Slip Axle) | 985.00 |
| ☐ | 225/70Rx19.5G BSW Traction Tires (4-traction rear 2-highway front) | 162.00 |
| ☒ | Max Traction Tires (6-traction tires) | 183.00 |
| ☒ | Spare Tire and Wheel | 299.00 |
| ☒ | Hydraulic Jack | 48.00 |
| | | |
| | | |

**Options – Exterior**

| | | |
|---|---|---|
| ☒ | 6" Black Molded Cab Steps | 273.00 |
| ☒ | Exterior Back Up Chime | 107.00 |
| ☒ | Day Time Running Lights | 38.00 |
| ☐ | Manual Sliding Rear Window | 107.00 |

**Exterior**

| | | |
|---|---|---|
| ☐ | Race Red | |
| ☐ | Blue Jeans Metallic | |
| ☐ | Caribou | |
| ☐ | Absolute Black | |
| ☐ | Magnetic | |
| ☐ | Ingot Silver Metallic | |
| ☐ | Oxford White | |
| ☐ | Green Gem | |
| ☐ | Special Paint (minimum 5 units. No minimum for School Bus Yellow) | 612.00 |

**Interior**

| | | |
|---|---|---|
| ☐ | Steel 40/20/40 Vinyl | |
| ☐ | Steel 40/20/40 Cloth | 85.00 |
| ☐ | Steel 40/Console/40 Vinyl-**No Armrest Included N/A Crew Cab** | 303.00 |
| ☐ | Steel 40/Console/40 Cloth- **No Armrest Included** | 438.00 |

**Options – Interior**

| | | |
|---|---|---|
| ☐ | XL value Package | 507.00 |
| ☐ | Power Equipment Group | 763.00 |
| ☐ | Remote Start System (requires Power Equipment Group) | 166.00 |
| ☐ | Rapid Heat Supplemental Cab Heater (requires 6.7L Engine and Dual Alternators) | 214.00 |
| ☐ | Sync with My Ford (requires Steering Wheel Controls and XL Value Package) | 252.00 |
| ☐ | Steering Wheel Audio Controls | 60.00 |
| ☐ | Air Conditioning Delete (call for details) | -726.00 |
| ☐ | Side Air Bags/Curtain Delete | -166.00 |
| ☐ | Frontal Passenger and Side Air Bags/Curtain Delete | -166.00 |
| ☒ | Cruise Control | 200.00 |
| ☐ | Radio Delete | -44.00 |

**Options – Additional**

| | | |
|---|---|---|
| ☐ | Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor | 1595.00 |
| ☐ | Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep | 2,750.00 |
| ☒ | Rustproofing with Undercoating | 395.00 |
| ☒ | 4-Corner Strobes (requires Upfitters Switches) | 795.00 |
| ☒ | 9'Electric Hydraulic Dump Body –Black Finish (requires Trailer Hitch) | 6895.00 |
| ☒ | Hitch Plate-pintle/combo | 525.00 |
| ☐ | 9' Steel Service Body-White Finish | 7185.00 |
| ☐ | 8.5' Boss Snow Plow | 4987.00 |
| ☒ | 8.5' Western Snow Plow | 4987.00 |
| ☒ | Hand Held Controller | 90.00 |
| ☒ | Snow Deflector | 295.00 |
| ☒ | Delivery Of More Than 30 Miles | 185.00 |
| ☐ | License and Title Fees | 105.00 |
| ☐ | Detailed CD Rom Shop Manual | 325.00 |

**Exterior**

| | | |
|---|---|---|
| ☐ | Race Red | |
| ☐ | Blue Jeans Metallic | |
| ☐ | Caribou | |
| ☐ | Absolute Black | |
| ☐ | Magnetic | |
| ☐ | Ingot Silver Metallic | |
| ☒ | Oxford White | |
| ☐ | Green Gem | |
| ☐ | Special Paint (minimum 5 units. No minimum for School Bus Yellow) | 612.00 |

**Interior**

| | | |
|---|---|---|
| ☒ | Steel 40/20/40 Vinyl | |
| ☐ | Steel 40/20/40 Cloth | 85.00 |
| ☐ | Steel 40/Console/40 Vinyl-**No Armrest Included N/A Crew Cab** | 303.00 |
| ☐ | Steel 40/Console/40 Cloth- **No Armrest Included** | 438.00 |

LB17
BLOOMINGTON
WATER
CAUTION!

**CONSENT AGENDA ITEM: 7M**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving an Ordinance for a Budget Amendment to allow for the purchase of a new Fingerprint Scanning device in the amount of $29,192.00 to replace the existing system, authorize the purchase of the new MorphoTrust livescan system, and authorize the disposal of the existing Fingerprinting Scanning Device.

**RECOMMENDATION/MOTION:** That an Ordinance be passed amending the Budget Ordinance to allow for an increase in expenditures to purchase the Fingerprint Scanner at a total cost of $29,192.00, authorize the purchase of the new MorphoTrust livescan system, authorize the disposal of the existing Fingerprinting Scanning Device, and authorize the City Manager and City Clerk to execute the necessary documents.

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

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

**BACKGROUND:** The aforementioned monies are comprised of remaining unspent JAG grant funds to carry over from FY2015 and monies from Drug Enforcement fund balance. This money will be used to purchase a new finger and palm print scanner for the police department for a grand total of $29,192.00. All but $3,074.00 of this is via a GSA Contract; three items are not covered by GSA and are sole source software from the company. The software is required to allow the system to work with the State of Illinois and other systems currently being used by the Bloomington Police Department. This purchase will be funded by a combination of federal grant money and forfeited drug funds.

In 2008, the Bloomington Police Department purchased a fingerprint scanner, which has improved the department's ability to quickly identify suspects from latent prints found at the scene of crimes. The current system, now reaching its seventh year of service, has been having intermittent hardware failures and is no longer eligible to be covered under a service plan. After March 2016, support for this particular scanner will be discontinued. If a new print scanner is not purchased, and the existing one fails, the loss of capabilities will negatively impact department operations and investigations.

The new scanner will have an added feature of scanning palm prints, which would allow the police department to identify palm prints as well as fingerprints thus increasing effectiveness. The proposed device is similar to the current system therefore staff is familiar with the basic operation of the device which reduces the amount of training required for the new system.

The proposed system will communicate directly with the existing report management system used by law enforcement in McLean County. This system is also compatible with our current

AFIX Tracker system allowing input of unidentified latent prints, known elimination prints, or known suspect prints collected from a scene for comparison. This system is not limited to local prints but also cross checks data from other agencies using AFIX tracker across the nation.
The combination of these two systems exponentially cuts down wait time when identifying suspects. Traditionally it can take 8 to 10 months to identify a latent print; however with our fingerprint scanner complementing our AFIX system, a preliminary identification can often be made within 24 hours, provided the data exists to compare against, thus saving time on both ends of the investigation. It is critical to maintain the ability to take scanned prints; if this system is not purchased, we run the risk of losing some of the aforementioned abilities and efficiencies.

To date, with the existing system, the Bloomington Police Department has been able to make identifications in approximately 135 felony cases. Additionally, the department has a few hundred cases uploaded in the system which could result in identifications if future matching prints are uploaded locally or elsewhere. These numbers do not take into account the amount of time saved by the system by quickly eliminating a set of prints from scrutiny due to explainable reasons for their presence.

The existing system has little or no value as is, but the police department will attempt to locate and transfer to another agency that can potentially use the current system, otherwise it will be disposed of.

IN SUMMARY:

- The current scanning system is over seven years old, having intermittent hardware failures, is not eligible to be covered by a service agreement, and will no longer be supported after March 2016.
- The proposed system will be entirely paid for using grant and seized funds.
- The proposed system has the added feature of allowing for palm prints.
- The proposed system and its peripherals are available via GSA pricing, excluding three software components which are proprietary to the company and are required to facilitate communications with the State of Illinois and existing department systems.
- Continued use of the system adds to departmental efficiency by potentially reducing the time required for preliminary latent print identification significantly.
- The proposed system will communicate with both local and external systems.

ADDITIONAL INFORMATION:

Attachment #1: Vender Quote
Attachment #2: Sole source letter for three items on quote not available via GSA
Attachment #3: Limited Source Justification Form

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Pending Council approval of this purchase and budget amendment, the FY 2016 will be updated as follows:

- Increase in the amount of $21,553.00 to FY2016 revenue line 10015110-53155 (Police Administration-JAG Grant Revenue).
- Increase in the amount of $21,553.00 to FY2016 expenditure line 10015110-72120 (Police Administration-Capital Outlay Office & Computer Equipment).
- Increase in the amount of $7,639.00 to FY2016 expenditures line 20900940-72120 (Federal Drug Enforcement-Capital Outlay Office & Computer Equipment).

Respectfully submitted for Council consideration.

Prepared by: Kenneth A. Bays, Asst. Chief of Police

Reviewed by: Brendan O. Heffner, Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:**

- Ordinance
- Exhibit 1
- Effect on Fund Balance
- Application
- Narrative

---

Motion: That an Ordinance be passed amending the Budget Ordinance to allow for an increase in expenditures to purchase the Fingerprint Scanner at a total cost of $29,192.00, authorize the purchase of the new MorphoTrust livescan system, authorize the disposal of the existing Fingerprinting Scanning Device, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | Mayor Renner | | | |

**ORDINANCE NO. 2015 –**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2016**

WHEREAS, on April 13, 2015 by Ordinance Number 2015-18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2016, which Ordinance was approved by Mayor Tari Renner on April 14, 2015; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2015-18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2016) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2015-18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2015-18.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 14th day of September, 2015.

APPROVED the ____ day of September, 2015.

**CITY OF BLOOMINGTON** **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C, City Clerk

**APPROVED AS TO FORM**

_____

Jeffery R. Jurgens, Corporation Counsel

## Exhibit 1

| Account # | Fund | Account Description | Amount |
|---|---|---|---|
| 10015110-53155 | General Fund | Police-JAG Grant | $ (21,553.00) |
| 10015110-72120 | General Fund | Police-Capital Outlay Office & Computer Equipment | $ 21,553.00 |
| 20900940-72120 | Drug Enforcement | Federal Drug Enforcement-Capital Outlay Office & Computer Equipment | $ 7,639.00 |
| | | **Net Budget Increase/(Decrease):** | **7,639.00** |

## FY 2016 BUDGET AMENDMENTS PROJECTED EFFECT ON FUND BALANCE

**DRUG ENFORCEMENT FUND**

| Council Approved | Description of Item | Totals |
|---|---|---|
| 4/30/2015 | **Opening Unaudited Drug Enforcement Fund Balance** | **$ 460,798** |
| 9/14/2015 | **Request for a budget amendments as follows to allow for the purchase of a new Fingerprint Scanning device to replace the existing system which is reaching the end of it's service life** | $ 7,639 |
| | | |
| | **Unaudited Drug Enforcement Fund Balance including FY 2016 Council Approved & Pending Budget Amendments** | **$ 453,159** |

**Note: This exhibit assumes that budgeted revenues and expenditures will be received and disbursed as budgeted for FY 2016 and therefore,these projections are subject to change.**

**MorphoTrust USA**
5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

# Customer Quotation

**QUOTE # :** 12471-L7Q9W2 - 3
DATE: 08/18/2015
EXPIRES: 11/17/2015

| Customer Information | | Billing Information | | Shipping Information | | Sales Rep: | |
|---|---|---|---|---|---|---|---|
| **ATTN:** | | **ATTN:** | Ken Bays | **ATTN:** | Ken Bays | Name:: | Gary Newlin |
| **CUST NAME:** | Bloomington Police Department | **CUST NAME:** | Bloomington Police Department | **CUST NAME:** | Bloomington Police Department | Phone:: | 952-442-8701 |
| Phone: | | Phone: | 309-434-2267 | Phone: | 309-434-2267 | Cell:: | 612-839-9639 |
| Fax: | | Fax: | | Fax: | | Fax:: | 952-945-3304 |
| Email: | | Email: | kbays@cityblm.org | Email: | kbays@cityblm.org | Email: | GNewlin@morphotrust.com |
| **ADDR:** | 305 South East Street | **ADDR:** | 305 South East Street | **ADDR:** | 305 South East Street | **PAY TERMS:** | Net 30 |
| | | | | | | **CUST TYPE:** | |
| | Bloomington, IL 60187 | | Bloomington, IL 60187 | | Bloomington, IL 60187 | | |
| | | | United States | | United States | | |

| Product | Price Source | Units | Qty | Unit Price Selling (USD) | Extended Price (USD) |
|---|---|---|---|---|---|
| TPE-CSTX-ILLINOIS<br><br>ILLINOIS ENTERPRISE CUSTOMIZATION. Capture Types;; APP, ARR, CUR, FAP, FPQ, JUV, RAR, UFP Cards:Criminal Justice Applicant, Arrest Card, Custodial Card, FEE Applicant Card, Fingerprint Inquiry Card, Juvenile Arrest Card, Access and Review Card, Conviction Information Request Card, FD884, FD249 and FD258. Transmits; to ILLINOIS NATMS .Return Messages; :YES VIA NATMS Protocol.Client Plugin Importers: CJIS_Query, DBI_Flat, XML_File,<br>Server Importers: OFCS, XML | SL-LAWENF | EACH | 1 | $374.00 | $374.00 |
| TPE-SWOX-DI-OFCS-BPUSH<br><br>Demographic Interface (DI) receives B.TXT files from an external system via FTP or Windows File Share. Records pushed to the system will show in the Livescan Inventory View and will be available for edit. DI is intended for sites upgrading to Enterprise and/or have an existing JMS/RMS vendor that has already developed an OFCS interface for that particular State. | SL-LAWENF | EACH | 1 | $1,700.00 | $1,700.00 |
| TPE-CSTX-ILPALM<br><br>ILLINOIS ENTERPRISE CUSTOMIZATION FOR PALM CAPTURE ON ALL L-1 PALM SCANNERS. MUST BE QUOTED WITH THE CORRESPONDING JURISDICTION SPECIFIC TEN-PRINT CUSTOMIZATION. | SL-LAWENF | EACH | 1 | $1,000.00 | $1,000.00 |
| 47FRT<br><br>FREIGHT CHARGE | GSA-IT70 | EACH | 1 | $350.00 | $350.00 |

| | | | | | |
|---|---|---|---|---|---|
| TP-IAT-2DAY | GSA-IT70 | EACH | 1 | $2,081.00 | $2,081.00 |
| Installation and Training; Two Day: Standard two day on-site installation and training services. Includes one day of installation and one day of training. Training day is for Operators (up to 6 people) and for System Managers (up to 4 people). Recommended for TP-3800 series livescan systems. Includes travel and all related expenses. | | | | | |
| TPE-5600-ED | GSA-IT70 | EACH | 1 | $19,359.00 | $19,359.00 |
| TouchPrint 5600 500ppi standard definition palm, slap, and roll live scan booking system. Includes: TP-5300 scanner, TouchPrintTM Enterprise application software with slap to roll matching, and PC running Windows in a ruggedized stand-alone cabinet with 24" deck. 1 year help desk warranty included. | | | | | |
| TPE-COMX-FTP-SSH | GSA-IT70 | EACH | 1 | $428.00 | $428.00 |
| Touch Print Enterprsie Fingerprint Record Transmission via FTP over SSH (SFTP). This software provides secure FTP Communication using SSH (Secure SHell) | | | | | |
| TP-HWOX-ADLNIC2 | GSA-IT70 | EACH | 1 | $153.00 | $153.00 |
| PCI based 10/100 Ethernet LAN adapter for Local Area Network topology. To be used with cabinet style Windows live scan systems | | | | | |
| 5600-TPE-ED-W95 | GSA-IT70 | Year | 1 | $833.00 | $833.00 |
| First year warranty upgrade to 9/5 coverage for the TPE-5600 500ppi enhanced definition live scan booking system | | | | | |
| TPE-PRT-DUP | GSA-IT70 | EACH | 1 | $2,341.00 | $2,341.00 |
| TouchPrint Duplex Fingerprint Card Printer - for printing double sided cards. Enterprise applications only. 1 yr. Help Desk Warranty included.. | | | | | |
| PRT- DUP- W95 | GSA-IT70 | Year | 1 | $145.00 | $145.00 |
| ANNUAL WARRANTY UPGRADE 9/5 | | | | | |
| TPE-SWOX-NISTEXPORT | GSA-IT70 | EACH | 1 | $428.00 | $428.00 |
| TRANSMITS NIST RECORDS TO A FILE SYSTEM. THE FILE SYSTEM CAN BE ON THE LOCAL DRIVE OR TO A REMOTE DRIVE MAPPED VIA WINDOWS FILE SHARING. | | | | | |

| | | |
|---|---|---|
| **Subtotal** | Selling Price | $29,192.00 |
| **Total for Extended Quantity System Configuration** | | $29,192.00 |

# Terms and Conditions

Quote #: 12471-L7Q9W2 - 3

Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.

## General Terms and Conditions:

1) This Quotation is valid for 90 days from the date of Quotation.
2) Purchase Order must reference correct Quotation Number and Date of Quotation.
3) Unless otherwise agreed to in writing by MorphoTrust USA, all sales of MorphoTrust USA hardware products, and all licenses of MorphoTrust USA software, are subject to MorphoTrust USA's standard terms and conditions of sale and license.
4) Unless otherwise agreed to in writing by MorphTrust USA, all products are subject to MorphoTrust USA's standard warranty, at the quoted Warranty Service Level, for a period of one year from the date of installation.
5) Unless otherwise agreed to in writing by MorphoTrust USA,, Products are sold FOB - MorphoTrust USA Factory, Bloomington, MN. Prices are exclusive of shipping, handling and freight charges, which are separately identified in the Quotation, and which are the sole responsibility of the purchaser.
6) Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.
7) Subject to credit approval by MorphoTrust USA, all payments are due in full net thirty (30) days from date of invoice. In the event MorphoTrust USA does not approve such credit, other payment terms must be agreed upon by the parties.
8) Prices are exclusive of engineering or other labor service charges provided by MorphoTrust USA at the request of the purchaser, unless such engineering or other labor is expressly covered by warranty and otherwise required directly as a result of defects in materials or workmanship. Engineering and other labor services, as well as parts and materials, provided by MorphoTrust USA outside of applicable warranty shall be paid for by the purchaser at MorphoTrust USA's then current time and materials charges.
9) MorphoTrust USA provided maintenance support following the warranty period is recommended by MorphoTrust USA. Help Desk, On-Site and 24/7 maintenance support programs are available, subject to execution of MorphoTrust USA Standard Maintenance Agreement.
10) Where applicable, in sole judgment of MorphoTrust USA, this Quotation is subject to existing contract pricing between MorphoTrust USA and the purchaser. Current contract number must be identified on the Purchase Order.
11) Any discount prices are for like quantities ordered on the same Purchase Order. Quantities are not cumulative. Any change in the quantity ordered may affect price. Contact MorphoTrust USA for new quote with desired quantities.
12) This Quotation and these terms and conditions apply to domestic U.S. orders only.
13) This Quotation is MorphoTrust USA proprietary.

SAFRAN
MorphoTrust USA

August 18, 2015

Kenneth Bays
Assistant Chief of Administration
Bloomington Police Department
305 S. East Street
Bloomington, Illinois 61701

Dear Mr. Bays,

It is my understanding that the Bloomington Police Department wishes to purchase a new MorphoTrust (formerly L1/Identix) livescan system.

The purpose of this letter is to inform you that the MorphoTrust (formerly L1/Identix) system is a highly specialized system containing proprietary MorphoTrust hardware designs and proprietary application and customization software. The following items were listed on the provided quote, where they are not on our Federal GSA IT70 Schedule # GS-35F-0242R : TPE-CSTX-ILLINOIS, TPE-SWOX-DI-OFSCS-BPUSH & TPE-CSTX-ILPALM.

Several components of the System include MorphoTrust patented technology. The software functionality of these systems can be effectively maintained only by MorphoTrust software engineers due to the proprietary nature of its design and MorphoTrust's possession of the source materials.

If you have questions about the information above, please do not hesitate to give me a call. Thank you for your time, and I look forward to serving you.

Sincerely,

Gary Newlin
Regional Sales Manager
Ph: (952) 442-8701

MorphoTrust USA, Inc.
5705 W. Old Shakopee Rd., Ste. 100
Bloomington, MN 55437

T: +1 952-932-0888
F: +1 952-932-7181
www.morphotrust.com

# LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

**SECTION A –LIMITED SOURCE PURCHASE:**

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

| Vendor: MorphoTrust USA, Inc. | Amount: $3,074.00 | Date: 8/24/2015 |
|---|---|---|

Description of item/service:

Supporting communications software for Live Scan 5600 print scanning device to enable cross system communications. Three of the 12 items **(TPE-CSTX-ILLINOIS, TPE-SWOX-DI-OFCS-BPUSH, and TPE-CSTX-ILPALM)** on the quote from MorphoTrust USA, Inc for the proposed new Live Scan 5600 device and accessories, are proprietary to the device and not available via GSA pricing. The remaining items on the quote are available via GSA pricing.

| | Vendor # 3535 |
|---|---|

Justification: The software will come packaged with the updated scanning device hardware. This software will allow for cross communications with existing police systems promoting greater efficiency and analytical abilities for comparison and identification of prints from local and external sources.

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

Kenneth A. Bays

Kenneth A. Bays, Asst. Chief of Police — 08-24-2015

(Name and Signature of Department Head) — Date

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

Based on the information provided in Section A and attached supporting documents,

I concur ☑ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Patricia Lynn Silva — 9/10/2015

Name and Signature of Purchasing Agent or Designee — Date

**CONSENT AGENDA ITEM: 7N**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 3, 2015.

**RECOMMENDATION/MOTION:** That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 3, 2015 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** On August 11, 2015, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Chris Barger and Jennifer Corban to allow moderate consumption of beer and wine at their October 3, 2015 wedding reception to be held at Davis Lodge.

Present were Commissioners Tari Renner, and Jim Jordan. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Wheeler and Chief Deputy Clerk, Renee Gooderham.

Absent: Commissioner Tompkins.

Jennifer Corban addressed the Commission. She stated that Hy-Vee would cater the event. She anticipated 130 guests. Beer and wine would be served.

Motion by Commissioner Jordan, seconded by Commissioner Renner that the request of Chris Barger and Jennifer Corban to allow moderate consumption of beer and wine at their wedding reception to be held at Davis Lodge be approved.

Motion carried, (viva voce).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the August 11, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Brett Lueschen, Interim Water Director

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

Tari Renner
Mayor

**Attachments:**

- Ordinance
- Letter of Request

---

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 3, 2015 be approved, and authorize the Mayor and City Clerk to executed the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

**ORDINANCE NO. 2015 - _____**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON OCTOBER 3, 2015**

WHEREAS, Chris Barger and Jennifer Corban are planning to hold their wedding reception at Davis Lodge from 5:00 p.m. to 11:00 p.m. on October 3, 2015; and

WHEREAS, Chris Barger and Jennifer Corban have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding luncheon at Davis Lodge on October 3, 2015 from 5:00 p.m. to 11:00 p.m.

Section 2: Except for the date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

**PASSED this _____** of **September, 2015**

**APPROVED this ___day of September, 2015.**

**CITY OF BLOOMINGTON** **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C, City Clerk

**APPROVED AS TO FORM**

_____

Jeffery R. Jurgens, Corporation Counsel

Wednesday, July 1, 2015 4:03 PM

Dear City Clerk,

We have reserved the Davis Lodge at Lake Bloomington to celebrate our wedding. We would like to celebrate by serving alcohol at the venue with the proper licenses. Below I am including the information requested.

- Date and time of event: October 3, 2015 at 5:00 - 11:00pm
- Location of event: Davis Lodge, Hudson, IL
- Location reserved: yes
- Bride Contact information: Jennifer Corban, , Bloomington, IL 61705,

- Groom Contact information: Chris Barger,
- Wedding Planner Contact Information: Miranda Davis (Simple Elegance Design), 309-261-2559, miranda@aweddingtodreamof.com
- Number of guests expected: about 130
- Name of Catering business: Hy-Vee in Bloomington

Please let us know if there is anything else we need to do. Also please confirm the date I need to attend the Liquor Commission meeting. Thank you.

Sincerely,

Jennifer Corban

RECEIVED
JUL 07 20
BY:

**CONSENT AGENDA ITEM: 7O**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 28, 2015.

**RECOMMENDATION/MOTION:** That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 28, 2015 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** On August 11, 2015, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Brad Brooks and Elizabeth Inks to allow moderate consumption of beer and wine at their November 28, 2015 wedding reception to be held at Davis Lodge.

Present were Commissioners Tari Renner, and Jim Jordan. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Wheeler and Chief Deputy Clerk, Renee Gooderham.

Absent: Commissioner Tompkins.

William Inks, brother of Elizabeth Inks, addressed the Commission. He stated that Times Past Inn would cater the event. He anticipated 120 guests. Beer and wine only would be served.

Motion by Commissioner Jordan, seconded by Commissioner Renner that the request of Brad Brooks and Elizabeth Inks to allow beer and wine consumption at their November 28, 2015 wedding reception to be held at Davis Lodge be approved.

Motion carried, (viva voce).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the August 11, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

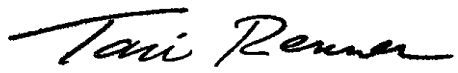
Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Brett Lueschen, Interim Water Director

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tari Renner
Mayor

**Attachments:**

- Ordinance
- Letter of Request

---

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 28, 2015 be approved, and authorize the Mayor and City Clerk to executed the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

**ORDINANCE NO. 2015 - XX**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON NOVEMBER 28, 2015**

WHEREAS, Brad Brooks and Elizabeth Inks are planning to hold their wedding reception at Davis Lodge from 5:00 p.m. to 12:00 Midnight on November 28, 2015; and

WHEREAS, Brad Brooks and Elizabeth Inks have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Davis Lodge on November 28, 2015 from 5:00 p.m. to 12:00 Midnight.

Section 2: Except for the date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

**PASSED this XX** of **September, 2015**

**APPROVED this ___day of September, 2015.**

**CITY OF BLOOMINGTON** **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C, City Clerk

**APPROVED AS TO FORM**

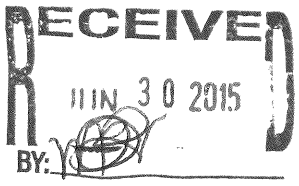
_____

Jeffery R. Jurgens, Corporation Counsel

To the City Clerk's Office:

I am writing you to request permission to consume alcohol at a City Facility. The event is the wedding reception of Elizabeth Inks and Brad Brooks to be held at the Davis Lodge at Lake Bloomington on November 28th 2015 from 5pm to midnight. The Davis Lodge has already been reserved for this date, Times Past Inn will be catering the event and there will be 120 guests attending. Listed below is the contact information for the bride and groom as well as the organizers. I, William Inks, will be presenting at the liquor Commission meeting. Please contact us if you have any questions or require more information.

Thank You,
William Inks




Brother of the Bride / Organizer:
William Inks, . Bloomington, IL 61701

Mother of the Bride / Organizer:
Susan Inks, Sterling, IL 61081

Bride:
Elizabeth Inks, Charleston, SC 29412

Groom:
Brad Brooks, Charleston, SC 29412

**CONSENT AGENDA ITEM: 7P**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on December 12, 2015.

**RECOMMENDATION/MOTION:** That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on December 12, 2015 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** On August 11, 2015, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Andrew Pennock and Sarah Sibley to allow moderate consumption of beer and wine at their December 12, 2015 wedding reception to be held at Miller Park Pavilion.

Present were Commissioners Tari Renner, and Jim Jordan. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Wheeler and Chief Deputy Clerk, Renee Gooderham.

Absent: Commissioner Tompkins.

Andrew Pennock and Sarah Sibley addressed the Commission. Famous Dave's would cater the event. They anticipated 150 guests. The reception would be from 5:00 p.m. to 10:00 p.m. Beer and wine only would be served.

Motion by Commissioner Jordan, seconded by Commissioner Renner that the request of Andrew Pennock and Sarah Sibley to allow beer and wine consumption at their December 12, 2015 wedding reception to be held at Miller Park Pavilion be approved.

Motion carried, (viva voce).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the August 11, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

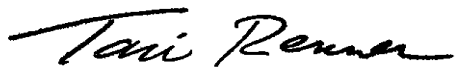
Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Jay Tetzloff, Parks Recreation & Cultural Arts Director

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tari Renner
Mayor

**Attachments:**

- Ordinance
- Letter of Request

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Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on December 12, 2015 be approved, and authorize the Mayor and City Clerk to executed the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

**ORDINANCE NO. 2015 – _____**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT MILLER PARK PAVILION ON DECEMBER 12, 2015**

WHEREAS, Andrew Pennock and Sarah Sibley are planning to hold their wedding reception at Miller Park Pavilion from 5:00 p.m. to 10:00 p.m. on December 12, 2015; and

WHEREAS, Andrew Pennock and Sarah Sibley have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding luncheon at Miller Park Pavilion on December 12, 2015 from 5:00 pm to 10:00 pm.

Section 2: Except for the date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

**PASSED this 14th** of **September, 2015**

**APPROVED this 15th day of September 2015.**

**CITY OF BLOOMINGTON** **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C, City Clerk

**APPROVED AS TO FORM**

_____

Jeffery R. Jurgens, Corporation Counsel

Andrew Pennock and Sarah Sibley

Normal, IL 61761

July 13, 2015

Mr. Andrew Coffey
City of Bloomington
acoffey@cityblm.org

Dear Mr. Andrew Coffey:

We are writing to request permission to serve alcohol at our December 12, 2015 wedding/reception at Miller Park Pavilion. The alcohol will be provided and catered by Famous Dave's in Bloomington, IL. We are planning to serve around 150 guests. The wedding/reception will begin in the early evening and continue until around 10 pm.

Thanks,

Andrew Pennock and Sarah Sibley

**REGULAR AGENDA ITEM: 8A**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving a Proposal for the Comprehensive User Fee Study and Cost Allocation Plan and Awarding a Contract to Fiscal Choice Consulting LLC in the amount of $66,924.25.

**RECOMMENDATION/MOTION:** Recommend that the proposal for a Comprehensive User Fee Study and Cost Allocation Plan be awarded to Fiscal Choice Consulting, LLC the prices accepted, in the amount of $66,924.25, and authorize the City Manager and City Clerk to execute the necessary documents.

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

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

**BACKGROUND:** The City has many operations which utilize user fees to pay for the services provided. User fees are a policy choice established by Council while the costs associated with delivering services are a fact. The purpose of performing a user fee study is to understand the levels at which the City's user fees fund the services provided. City staff is uncertain when the last time a fee study was conducted on the services provided by the City. The scope of the project is to produce a comprehensive user fee study which will include all City operations with the exclusion of City Enterprise Fund operations being Solid Waste, Sanitary Sewer, Storm Water and Water. Additionally, a full cost allocation plan is to accompany the fee study to provide financial modeling to allow City staff to continually update recommended user fee levels.

The City could use information produced by a user fee study in a number of ways including the following:

- setting priorities to allocate funds, particularly when the City faces budget reductions or has additional funds to allocate
- determining the City's "indirect" costs
- guiding cost-sharing for intergovernmental projects and organizations
- benchmarking the City's service costs against other organizations
- determining the cost of services that are funded with fees (e.g., building safety services)
- considering revisions to fees to eliminate inconsistencies in fee calculations, maintain consistency with City policies, and keep fees current with cost changes
- provide the public with information on the full cost of services funded by non-fee revenue, e.g. taxes and grants

Conducting a user fee study requires some work by staff, but much of the work should be performed by a firm with experience and financial models.

A RFQ (Request for Qualifications) was undertaken for this project in April of 2015. The response provided two responsive/responsible vendors. The scope of the anticipated work, as well as the focus of the project, changed to a comprehensive user fee study and cost allocation plan. It was deemed to be in the best interest of the City to change the direction and undertake a RFP (Request For Proposals) that would further direct the work anticipated and require a cost component for the work identified.

As a result of that effort, City staff advertised an RFP notice on June 23, 2015 with a proposal due date of July 16, 2015. Staff notified 23 financial firms of the RFP. There were ten (10) bona fide "plan holders" for the RFP. Three (3) firms (Fiscal Choice Consulting, LLC, MGT of America, Inc. and Matrix Consulting Group) submitted proposals for the project. Staff reviewed the proposals and evaluated them on six criteria: 1) Firm expertise and competence including experience with similar projects 2) Professional qualifications and experience of the key personnel assigned to the project 3) Time required to accomplish the requested services 4) References 5) Ability to work effectively with City staff and representatives 6) Proposed cost.

Patti-Lynn Silva, Finance Director; Tom Dabareiner, Planning and Code Enforcement Director; and Alex McElroy, Assistant to the City Manager reviewed the submitted proposals. Each staff member reviewing the documents had Fiscal Choice rated as the best choice for the City. Fiscal Choice has developed more user fees than all other Illinois firms combined, comprising hundreds of studies. In Illinois alone, they have performed user fee studies for cities of Chicago, Naperville, Lake Forest, Round Lake Park, Alton and West Chicago, as well as for the Illinois EPA and 55 counties, including McLean County. Fiscal Choice has been expert witnesses in legal cases on governmental cost of service disputes and have been speakers at national conferences (how to conduct an effective user fee study) of relevant professional associations, including the Government Finance Officers Association.

The following is a summary of proposed costs identified in the project proposals:

- Matrix Consulting Group - $46,000
- Fiscal Choice Consulting, LLC - $66,924.25
- MGT of America, Inc. - $78,500

While Fiscal Choice did not offer the lowest cost, the committee determined that they were the best fit for meeting the City's needs as identified in the RFP. Projects of this magnitude require extensive experience working in Illinois, understanding particular state mandates and the changing political dynamics. The firm selected to undertake this project will need to have the ability to perform the "lion's share" of the study and financial modeling. Upon review, it is staff's recommendation that Fiscal Choice would be the best option for the City for this particular project.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City staff checked the references for all three firms. None of the responses were negative in respect to the firms' work.

**FINANCIAL IMPACT:** The expense for $66,924.25 is appropriated in the FY 2016 Budget in Non-Department - Other Professional and Technical Services account (10010010-70220). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 113.

Respectfully submitted for Council consideration.

Prepared by: Alex McElroy, Assistant to the City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:**

- Contract

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Motion: That the proposal for a Comprehensive User Fee Study and Cost Allocation Plan be awarded to Fiscal Choice Consulting, LLC the prices accepted, in the amount of $66,924.25, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

**CITY OF BLOOMINGTON**
**CONTRACT WITH**

**FOR**
COMPREHENSIVE FEE STUDY AND PLAN RFP (#2016-16)

**THIS AGREEMENT**, dated this 9 day of 14, 2015, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

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

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

**Section 2.** **Incorporation of Bid/RFP/RFQ & Proposal Terms.** This work was subject to the following procurement initiative by the CITY: RFP No. 2016-16 Comprehensive User Fee Study and Full Cost Allocation Plan (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

**Section 3.** **Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Conduct a User Fee Study to include all City operations with the exclusion of City Enterprise Fund operations being Solid Waste, Sanitary Sewer, Storm Sewer and Water. Provide a Full Cost Allocation Plan for said City operations.

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

☑ A flat fee of $ 66,924.25 as set forth in the Procurement Documents.

☐ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____ By: _____

Its City Manager Its_____

ATTEST:

By: _____ By: _____

City Clerk Its_____

CITY OF Bloomington ILLINOIS

# RFP #2016-16

# Proposal for a Full Cost Allocation Plan and Comprehensive Fee Study August 11, 2015

FISCAL CHOICE CONSULTING LLC

790 Frontage Road
Suite 110
Northfield, Illinois 60093
(847) 441-4175

www.fiscalchoice.com

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FISCAL CHOICE
CONSULTING LLC

790 Frontage Road
Suite 110
Northfield, IL 60093
(847) 441-4175 office
(847) 441-4174) fax

August 11, 2015

Alex McElroy
Assistant to the City Manager
and
Jon C. Johnston
Procurement Manager
Office of the City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Dear Mr. McElroy and Mr. Johnston:

We submit this proposal for a full cost allocation plan and comprehensive fee study in response to RFP #2016-16. This proposal explains our approach in the format specified by the RFP.

This project will identify the cost of City government at a level of detail it needs to make decisions about how to charge for services and where to seek reimbursement of indirect costs. This is an important element in good governance and prudent oversight of public funds.

We have personally developed ***cost allocation plans*** throughout Illinois and the US, including plans for the City of Chicago, more than a dozen agencies of the State of Illinois and numerous counties. Other examples of cost allocation plans for that our staff have prepared include:

- City of Detroit, MI
- City of Cleveland, OH
- City of Kenosha, WI
- City of Madison, WI
- City of Milwaukee, WI
- City of St. Louis, MO
- City of Rockford, IL
- City of Rock Island, IL
- City of Springfield, IL
- Cook County, IL
- DuPage County, IL
- St. Clair County, IL
- Winnebago County
- Illinois Department of Children and Family Services
- Illinois Department of Healthcare and Family Services
- Illinois Department of Human Services
- Illinois Department of Natural Resources
- Illinois Department of Public Health

Clients use these plans for federal grants and contract reimbursement while others use them to improve reimbursement from enterprise funds and user fees.

We have personally developed more user fees than all other Illinois firms combined – literally hundreds of studies. *In Illinois alone*, we have personally done user fee studies for the cities of

Chicago, Naperville, Evanston, Lake Forest, Round Lake Park, Alton and West Chicago, as well as for the Illinois EPA and 55 counties, including McLean County. No other firm comes close.

We have been expert witnesses in legal cases on governmental cost of service disputes and we have been speakers at national conferences of relevant professional associations, including the Government Finance Officers Association (on how to do an effective user fee study). If expertise brings Bloomington creative ideas and helpful precedents, you will find no more experienced partner for this project.

I am authorized to negotiate and bind this firm to contracts. We look forward to your questions.

Yours truly,

Bruce Cowans
Partner
brucecowans@fiscalchoice.com
(847) 302-2006 cell

# SECTION TWO EXPERIENCE AND QUALIFICATIONS

Fiscal Choice Consulting offers the City of Bloomington:

- More recent user fee experience, including more Illinois experience
- Partners who do the work personally and have a national reputation for expertise in this field
- Availability and accessibility to meet the project schedule, even if it changes

## A. Experience over the past five years in performing similar services to municipal clients

Our partners founded this firm to provide cost analyses and operational improvement advice to state and local governments. Prior to that time, they each directed the national user fee and west regional cost allocation practice of Maximus, a NYSE-listed firm that used to provide these services. Since founding our firm, they have spent the last two years providing user fee studies, cost allocation plans and advice on improving operations to governments throughout Illinois and the US.

We have developed and defended cost allocation plans and strategies for governments of all types, sizes and functions. This has ranged from governments with 10,000 residents to the largest cities, counties and states in the nation. Issues have involved complicated grants to complex enterprise funds and intergovernmental relationships. We have been involved in cost allocation issues that have resulted in the reimbursements of billions of dollars. No individuals can offer the City of Bloomington as much insight as can the partners of Fiscal Choice Consulting.

*Our partners have completed more user fee studies in Illinois than all other firms combined.* This work includes projects done through our firm and through the work of our partners prior to founding Fiscal Choice Consulting two years ago. Our Illinois experience includes:

- Studies for 55 counties that represent more than 90 of the population of Illinois. McLean County has been one of these clients – Bill Wasson (the current McLean County Administrator) and John Zeunik (his predecessor) are familiar with our work since they are repeat clients.
- User fee studies for the Illinois cities of Alton, Chicago, Elmhurst, Evanston, Lake Forest, Naperville, St. Charles and West Chicago
- Developing laboratory rates for the Illinois EPA
- Cost allocation plans for cities and counties throughout the area, including Chicago, Springfield, St. Louis and McLean County

Illinois Counties For Which Our Staff Has Personally Done User Fee Studies (shaded yellow)

*We do this work nationally*, with current or very recent clients in the states of California, Colorado, Oklahoma, Illinois, Michigan, Florida and Maryland. *Our partners have conducted literally hundreds of projects like this*. Among the cities outside of Illinois that we have provided user fee and cost allocation services for are big cities such as Cleveland, Detroit, St. Louis, Kansas City, Milwaukee, Tampa, Nashville, and Houston and smaller cities such as Miami Beach and Cape Coral in Florida, Abilene and Midland in Texas, Appleton and Racine in Wisconsin, Lee's Summit, Missouri, and Leesburg, Virginia.

*Our firm's user fee and cost allocation plan work in just the last **two** years (not including our experience at other firms in the last five years) includes studies for*:

- The Illinois counties of Jackson (Sheriff and County Clerk fees), Madison (Sheriff, County Clerk and Recorder fees), St. Clair (Recorder fees), Rock Island (Sheriff and County Clerk fees), Kane (Sheriff, County Clerk, Recorder and Animal Control fees), Kendall (Sheriff fees), LaSalle (Sheriff, County Clerk and Recorder fees) and Will (Recorder fees)
- Montgomery County, Maryland (Building and Development permits)
- The Florida counties of Polk (all fees in all departments), Manatee (Building, Public Works and Code Enforcement fees), Wakulla (Building permit fees) and Monroe (Building permits)
- The Colorado Department of Revenue (DMV fees)
- The City of Cleveland, Ohio (cost allocation plan)
- Evergreen Community College in San Jose, California (cost allocation plan)
- The City of Detroit, Michigan (grants management plan and develop related processes for cost analyses through the Emergency Manager appointed by the Governor)

## B. Consultants assigned to this project

Two partners, Bruce Cowans and Jerry Wolf, manage Fiscal Choice Consulting and will conduct the work for City of Bloomington. Both are Illinois residents and therefore, able to be onsite in Bloomington on short notice. Diego Henriquez Garcia, an associate, who will work under partner guidance on data entry tasks, will support them.

Evidence of our leadership in this field includes:

- Speaking engagements on cost of government service topics at national conferences such as GFOA and the National Association of State Comptrollers and state-level conferences of GFOA, the Illinois Association of Clerks & Recorders, the Illinois Taxpayers Foundation, the Illinois Association of County Auditors, the Association of Minnesota Counties, the Iowa Association of Counties, the Missouri Municipal League, the Missouri Association of Counties and the Wisconsin County Finance Officers Association

- Expert reports and expert witness services in legal cases about cost of service analysis for New York City, the City of Chicago, Kenosha County, Wisconsin and St. Clair County, Illinois

  As an example, Mr. Wolf redesigned the reimbursement strategy used by the City of Chicago for services provided by the General Fund to the City's enterprise funds (Water, Sewer, Chicago Skyway, O'Hare Airport, and Midway Airport). The prior strategy had been in place since the 1950s. Under Mr. Wolf's leadership, his team

investigated the old strategy and determined that the City provided significantly more service than what was being reimbursed. The new strategy was more detailed and comprehensive. After detailed review by airlines and other stakeholders, the new cost allocation system was implemented in the late 1980s and remains in place today. For all of the funds involved, the increased reimbursements to the General Fund have gone up significantly, with the cumulative impact now approaching $1 billion.

Mr. Cowans will manage the overall project and lead the user fee portion. This will include conducting interviews with each office, personally developing the models and developing benchmark data. Jerry Wolf will manage the cost allocation plan portion of the work and participate in the user fee interviews and modeling and will be our lead for the cost allocation work. A summary of their experience follows. Resumes are in Appendix A.

**Bruce Cowans**
Bruce has personally conducted hundreds of user fee studies and directed the user fee and cost allocation practice for an NYSE-listed consulting firm (Maximus) for the Western half of the US. The Government Finance Officers Association invited him to address its 2009 National Conference on the topic of "Effective User Fee Strategies."

Previously, he was:

- Senior consultant with Price Waterhouse Office of Government Services (Washington, DC),
- Budget analyst in the Office of the U.S. Treasury Secretary,
- Portfolio analyst with JMB Institutional Realty in Chicago
- Senior VP with MAXIMUS Consulting and National Practice Leader for User Fees
- From 2005 to 2015 (when term limits applied) village board member and chair of the finance committee in Glencoe, Illinois.

Bruce received his BA from Pitzer College (The Claremont Colleges) and an MA in Public Policy from Duke University.

**Jerry Wolf**
Jerry Wolf is an experienced financial and revenue manager within the state and local agency environment with more than 30 years of experience with cost allocation plans and user fee studies.

He has led major assignments for the City of Chicago as well as the City of New York, including enterprise and internal services funds, user fees, and budget planning, which resulted in the recovery of billions for the cities' respective general funds.

While with Public Consulting Group, he served as project manager for federal revenue maximization assignments with the States of Illinois, Michigan, and Wisconsin. He was also

senior vice-president with MAXIMUS and directed the firm's financial services practice in the Midwest and Eastern regions.

Jerry holds a BA from Washington University in St. Louis and an MA in Social Policy and an MBA in Accounting and Finance from The University of Chicago. He is a CPA in Illinois and Maryland, and a member of the CFA Society of Chicago. He is also a member of the board of the Civic Federation of Chicago where he has helped draft transition roadmap plans for the City of Chicago and Cook County, IL; he also serves on the Illinois State Budget Advisory Committee.

**Diego Henriquez Garcia**
Mr. Henriquez is an associate who began work with our firm in Spring 2014 and has continued since on a project-by-project basis. He has participated in cost allocation, user fee and operations improvement studies for clients throughout Illinois. His undergraduate work is at Northwestern University.

## C. Ability to Meet Schedules and Make Presentations

Our goal is to devote approximately 75 percent of a standard workday to direct client service. This leaves time for administrative duties, proposal writing and additional effort should a project need a push to meet a deadline.

This project represents approximately 15 percent of our partner client service capacity in the project timeframe – comfortably within our ability to guarantee the schedule we present later in this project.

As experienced consultants to public agencies, giving presentations in public meetings is part of what we do. Our project manager also served for 10 years on his village board. This experience helps us to know how to identify the key findings and how much detail the audience needs to digest these kinds of findings.

The timetable also requires a commitment by the City. This commitment includes:

- City scheduling of department interviews
- City providing a liaison to schedule interviews, help obtain data and coordinate responses and reviews of drafts
- City participation in bimonthly status discussions regarding status
- City providing us with the data we request a week before we begin interviews onsite:
    - Staff roster for the departments that includes name, job title and salary
    - Complete department budgets
    - Current service list and fee related transaction volumes
    - Complete staff time distribution reports explaining how the City staffs the work for each fee service within one week of our providing such forms
- City review of first draft report within two weeks

# SECTION THREE – OUTLINE STRATEGIES AND OPTIONS

User fees exist to fund the related services. *The question in this project is how the costs of the work compare to prices.* You need not set the price as high as cost, but when the price is below cost, you must use other funds (e.g., tax revenues) to subsidize the service. When a service is discretionary to the user and of benefit to that person, taxpayers will prefer that the only person benefitting from the service pay for it.

There are certain mechanical tasks in preparing these deliverables. How does one avoid "Garbage in, garbage out?" The key is familiarity with the underlying services. Learning this takes years and years of experience. Analysts must be able to spot a response that is out of range for similar cities. Our value added – apart from a great deal of experience in these methods and a national reputation for this work – is that we are more familiar with how cities provide these services.

This does not mean that Bloomington cannot or should not be different in some cases, but only that the analyst needs to question data that is different than the norm. We believe our deep experience in these studies is one of your best reasons for choosing our firm.

In this section, we explain how we will meet your requirements to produce the deliverable documents that are the purpose of this project.

## A. FULL COST ALLOCATION PLAN

The RFP seeks a "full cost allocation plan" to associate costs with user fees, but also to receive reimbursement from grants. We must clarify the term "full cost allocation plan," because the grant rules (2 CFR Part 225, formerly known as US Office of Management & Budget Circular A87) restrict the use of all local government costs for grant claims. The table below outlines the choices.

| Type of Cost Allocation Plan | Uses | Eligible Expenses |
|---|---|---|
| Full Cost Allocation | Associate all indirect costs with user fees and enterprise fund charges | All appropriated expenses. Generally based on current appropriation. |
| Cost Allocation | Associate eligible indirect costs with grants and State or Federal contracts | Only expenses permitted by the rules. Based on actual audited expenses, or alternatively, budgeted expenses with a requirement to reconcile the difference between budget and actual in the subsequent plan. |

We could prepare two separate cost allocation plans, but this would entail additional expense. The expense of preparing a plan does not vary depending on your choice or affect our price quote. At the appropriate time (the first step in the Cost Allocation work plan), we would discuss this with you in more detail and facilitate an appropriate choice for your needs.

With this as prelude, we turn now to commenting on how we will fulfill your requirements.

1. Work with selected City staff to define the purpose, uses, and goals for a full cost allocation plan, ensuring that the development of the plan will be both accurate and appropriate for the City's current needs.

We need to clarify the intended uses of this document. If you intend for it to support billings of user fees, you should have a true full cost allocation plan. If you intend to associate indirect costs with grants, you need an actual cost allocation plan that incorporates as much eligible indirect cost as possible.

We also need to know your desires for how to update the work. The RFP is clear that the City intends to perform future tasks itself, but there are a number of questions about how you want to do this that would affect our design of the report.

Regardless of the design of the cost allocation plan, we need the City to provide us with the following information as early as practical in our work. Assembling this prior to our starting work will help us keep to the project schedule.

- Expenses by detail object code by department (if the City does not wish to use the report to claim reimbursement from grants, we will use the currently budgeted expenses, but if this is to support grant expenditures, we need the most recent audited actual expenses, which are generally two years old)
- Annual compensation (salaries and wages) by employee by department
- Square footage occupied by department by building
- Fixed assets by department
- An organization chart

Following the protocols of the non-profit Project Management Institute, we will include at this point a discussion of several project protocols, such as:

- Your criteria for acceptance of the deliverable documents
- Project communication with all affected parties
- Issue escalation protocols in case the project does not proceed as planned

2. Meet with staff and conduct interviews as needed to gain an understanding of the City's practices and operations. This includes where certain services/functions are performed together/shared through cooperation

between different departments. Costs should be identified so that they can be allocated to/tracked by the appropriate department, e.g. fire, public works, community development.

This is the step where we define the format of the final report, so that our data collection and analysis will be focused on preparing what you need. We use a number of structured data collection tools you too would use in future years to assemble the relevant cost and allocation information.

3. Develop a Full Cost Allocation Model for calculating the full costs of providing each City service. The requirements of the model shall allow for:
   a) Additions, revisions or removal of direct and overhead costs so that the cost allocation plan can be easily adapted to a range of activities both simple and complex.
   b) The ability of the City to continuously update the model and overhead cost allocation plan easily from year to year as the organization changes.
   c) The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration.

We license a proprietary software application to develop cost allocation plans. We believe that this is an industry standard and that no firm has a Microsoft Excel model capable of doing this analysis. We see many RFPs that ask for an Excel model, but to the best of our knowledge and understanding, there is no Excel model that is capable of meeting the requirements of 2 CFR Part 225. Excel is useful for collecting certain information for uploading to the cost allocation software and we intend to use it for that.

Once the model is structured (i.e., where relevant costs occur, who they benefit and how much benefit is involved), it is easy to add, revise or remove cost items and see the impact immediately. To remain compliant with State and Federal rules, the person doing this must be familiar with those rules. We caution that this is challenging for someone who only works in this area a couple of weeks each year.

4. Software Application For Cost Allocation Plan – The City has the proper licensing for staff to access all of the programs within the Microsoft Office Professional Suite. If there are other proprietary software solutions which lend themselves to perform the necessary cost allocation modeling in a more efficient manner and would enable staff to add, delete, or update the final cost allocation plan as needed, please identify the cost of this item as a separate component of the full cost plan scope of work. The cost should include the training of staff on the new program as well.

As we noted above, we do not believe that any of the firms with bona fide cost allocation plan experience are doing this work in Microsoft Excel or other Office Professional

applications. You are eligible to license the same software that we use. We can train you to use the software, but caution that State and Federal rules that the analysis must follow are difficult to master and maintain in a training session. Our knowledge in this field comes from making this a substantially full-time effort for years, which we cannot replicate in a training session. City staff can learn this material, but it is not reasonable to expect that knowledge to reach a comparable level of expertise of a full-time practitioner.

The City will license the software directly from IVA, Inc. of Dallas, Texas, a minority-owned business that develops and licenses cost allocation software to the industry, including many of our competitors. The firm's contact information is below:

| | |
|---|---|
| Telephone | (817) 609-8110 |
| email | Cap95@ivacsp.com |
| website | http://www.ivacsponline.com |
| Contact | John Young, President |

5. Present the plan to the City's management group and make necessary adjustments as requested.

There is always some degree of judgment and discretion in how these analyses work and the findings may cause you to rethink some of your financial strategies about which services to emphasize or deemphasize.

6. Assist the Finance Department in presenting the draft cost allocation plan to the City Council. It is expected that comments and concerns will be collected during the draft presentation phase for inclusion in a final cost allocation plan and model.

At a very high level, this presentation addresses why the report is necessary, how the analysis is done and what we found. In some cities, we receive detailed questions from Council members with greater interest in the details. We find that a client's knowledge of the expectations of the Council are a great help in crafting the appropriate level of detail.

7. Provide the City with an electronic copy of the final comprehensive review, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs.

We will provide all of the necessary files for you to understand our findings and maintain the report. In order to run the cost allocation model, you will need to license the software, which requires a fee that the City would pay directly to the vendor (IVA CSP, Inc., of Dallas, Texas). Some clients wish to prepare the annual updates by doing the Excel data collection tables themselves and having us run the data through the model, review their work for

compliance with relevant State and Federal rules and answer questions. We are not assuming that you want this, but are willing to discuss it if that is of interest to you.

8. Prepare a final plan and provide five bound copies, one unbound copy as well as PDF and Word files of the plan that can be made available to City staff. Any Full Cost Allocation Model revisions developed shall also be made available to the City electronically, providing the ability to add or delete and/or update information as needed.

We will provide the required documents, including the data file to run the plan on the software you would license and supporting work papers.

9. Consult with City staff should the need arise to defend the cost allocation plan as a result of audits or other challenges.

We will consult, but we cannot promise an unlimited effort for a limited price. Our work plan provides what we believe is a reasonable level of support to respond to questions about the report. If effort beyond that level is needed (not that we expect this to be the case), we will discuss with you the level of effort for that task and the potential impact on our professional fee.

## B. COMPREHENSIVE FEE STUDY

Illinois law on municipal user fees is not lengthy. One key case (Quad Canteen Service Corp v. Ruzak, 85 Ill. App.3d 256, (1980)) established that if a local government charges a fee for a regulatory or inspection activity, the price must not exceed the cost of the service. In a municipal environment where it is common for prices to be explained as "that's what we've always charged" or "we called the neighbors and that's what they charge," a city may be vulnerable to a challenge that its price is excessive. If so, the Quad Canteen case can require the municipality to refund the overcharge to all that paid it.

Our work will establish the cost of all billed services that we review. If the Council follows these findings, it would be easy to defend. If Council wishes to discount fees, it may do so, but under the Quad Canteen standard, it may not recover the cost of a fee discount by increasing other fees or charges to other users.

*Cost is a fact. Price is a policy choice.*

The goal is to support the City in providing results that will withstand challenges. Firms may claim that they can create huge amounts of new revenue for the City. The objective of this work is to provide the City with ***defensible documentation***. You may receive additional revenue, but if and only if we find that prices are below cost and the Council is willing to implement higher prices.

Increasing fee prices is generally unpopular. We think it is important for the Council to understand that choosing to set a price below the cost of a service forces the burden of the shortfall onto taxpayers.

> *A fee is not a tax.*
>
> *A tax is a payment based on wealth or income and has no nexus with how much service someone gets.*
>
> ***A fee is a purchase of service** that is discretionary to the applicant (e.g., home remodeling). A fee that recovers the cost of the service protects taxpayers from funding an activity from which they have no benefit.*

There are a few activities that we would not review:

- Fines and penalties are not fees, but behavioral incentives. They do not need a cost justification.
- Impact fees are charges to developers for infrastructure needs related to certain projects. They are not user fees.
- Utility fees are mentioned by the RFP as not within the scope of this project.
- When the price differs based on status of the person paying it (e.g., resident/non-resident, senior/adult/youth, non-profit, economic development zone, historic preservation, affordable housing), this is typically a policy choice, not a cost factor. If all applicants are served the same way, the cost is the same, even if the City wishes some customers to pay less. We will analyze the cost of the service as delivered and not separate our analysis by the status of the people paying it (i.e., whether they are entitled to a discount). This follows our earlier comment that *cost is a fact* and *price is a policy choice.*

It is anticipated that project tasks will include, but are not limited or required to include the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

1. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Comprehensive Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the Study.

Much of the project management coordination for this task is addressed by the same task in the cost allocation plan work plan. We assume that these tasks happen at the same time.

The one matter that is different for the fee study is to identify activities that do not fit or need to be part of the fee study, any new fee ideas that you want included in the review.

The City must identify a liaison for us to assist with scheduling interviews, obtaining data and coordinating draft reviews. It is possible that City employees may not agree on a potential approach to a fee and we need the liaison to help us resolve that.

We will request data prior to our arrival onsite for interviews. We use our models as an interview guide, so there is a certain amount of data we need to load to the models prior to conducting an efficient interview process.

A department may not be counted as both an indirect and direct expense. If a department is a "central service" (i.e., overhead support service), it must be excluded from the fee study. While this means that some fees in overhead offices may not be in our scope of review, it avoids the impermissible situation of double-charging an expense.

Prior to commencing interviews, we need a Microsoft Excel flat file from the City that lists the fees we are to review in each office with the price and annual demand for each. See below an example of such a list, with yellow shading to show the type of data that the City must provide us.

Driver's License

| | | | Annual Customers | | |
|---|---|---|---|---|---|
| # | Billed service name | Price | Total | Paid | Difference |
| L1 | Driver's license issuance: all situations (State issued) | 21.00 | 625,377 | 588,415 | 36,962 |
| L2 | __Driver's license renewal document issuance: electronic | 21.50 | 134,524 | 134,524 | - |
| L3 | Identification card issuance | 10.50 | 122,203 | 114,980 | 7,223 |

We will consult with you to prepare this list, but we cannot commence interviews about fees until we have a document confirming which fees we are to review. We also need time to load this information and related expenditures (City to provide) and staffing roster (City to provide a flat file of name, job title, division/department and annual compensation) into our models before we arrive for interviews.

Below is an example of the information we need for staffing. The yellow shading indicates the data we need the City to provide. We will facilitate the response on "assignable group" at the appropriate time, but its purpose is to indicate the amount of paid leave each job title receives. In some cases, all staff gets the same amount of paid leave, but this is not always the case. It is perfectly acceptable for you to provide a list by individual and have us sum the totals by job title, if you prefer.

Department of Revenue
Division of Motor Vehicles
Driver's License

Personnel

**Payroll**

| | | |
|---|---|---|
| 1 | DMV | 1788.08 |
| 2 | Position type b | 2080 |
| 3 | Position type c | 2080 |
| 4 | Position type d | 2080 |

| Name | Title | FTE | Salary | Assignable Hours | Assignable Group | Cost/hour |
|---|---|---|---|---|---|---|
| | **TOTAL** | **295.80** | **$13,999,834** | **528,914.06** | | |
| | Admin Asst 1 | 10.00 | $ 337,926.72 | 17,880.80 | 1 | 18.90 |
| | Admin Asst 2 | 7.00 | $ 306,091.01 | 12,516.56 | 1 | 24.45 |
| | Admin Asst 3 | 2.00 | $ 98,789.45 | 3,576.16 | 1 | 27.62 |
| | Gen Prof 3 | 2.00 | $ 128,278.17 | 3,576.16 | 1 | 35.87 |
| | Gen Prof 4 | 4.00 | $ 332,356.08 | 7,152.32 | 1 | 46.47 |
| | Gen Prof 5 | 6.00 | $ 538,847.06 | 10,728.48 | 1 | 50.23 |
| | | | | - | 1 | |
| | OM 1 | 1.00 | $ 56,838.62 | 1,788.08 | 1 | 31.79 |
| | Prog Asst 2 | 6.00 | $ 340,271.55 | 10,728.48 | 1 | 31.72 |
| | T 1 | 101.50 | $ 3,754,010.53 | 181,490.12 | 1 | 20.68 |
| | T 2 | 18.50 | $ 741,055.64 | 33,079.48 | 1 | 22.40 |
| | T 3 | 72.80 | $ 3,602,834.63 | 130,172.22 | 1 | 27.68 |
| | T 4 | 47.00 | $ 2,582,127.94 | 84,039.76 | 1 | 30.73 |
| | T 5 | 18.00 | $ 1,180,406.54 | 32,185.44 | 1 | 36.68 |
| | Title 15 | | | | | |

We also need a detailed line item appropriation for each department we analyze.

2. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a comprehensive review of the City's existing fees. This is including but not limited to the following: permits including but not limited to antenna permit, commercial building permit, commercial plumbing permit, demolition permit, electrical permit, fence/tent permit, fire alarm permit, fire sprinkler permit, garage/shed/deck/porch permit, HVAC permit, itinerant sales permit, lawn irrigation permit, miscellaneous permit, mobile home move/demo permit, pool/spa permit, residential remodel/addition/basement finish permit, residential building permit, roof/window/siding permit, sewer/water service repair permit, sign permit, as well as licenses, planning fees, public works/engineering fees including basic site and public right of way inspection, parks and recreation fees, code enforcement compliance fees, and administrative fees. The study shall include both fees for work leading to the establishment/issuance of permits and any ongoing yearly maintenance/enforcement costs post-issuance. This study excludes all of the rates associated with City's Enterprise Fund operations (i.e. Solid Waste, Water, and Sanitary Sewer).

We will determine the City's cost to do these things. For this study to be defensible, the findings must be a reasonable reflection of how the City does the work. This is not something we can extract from any existing City report, but requires us to discuss how the City staff's each type of fee activity and how the non-personnel expenses relate to billed services. Our default assumption is that if a service consumes 2.3 percent of total labor expense, it also consumes the same percentage of non-labor expenditures. However, we test for exceptions and address them as they arise.

3. Identify the total cost of providing each City service and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities. This shall also include costs for technology upgrades required to bring levels of technology within the City on a par with similarly sized cities. This can take the form of a technology surcharge for the purpose of upgrading and maintaining technology such as computers, printers, software and appurtenances.

We will identify total cost by components (direct labor, allocated non-salary expense and indirect expense allocation). The applicable rules are that the City should not make a profit, which we will test by comparing costs to current prices. Typically, in a broad scope review such as this, we identify some services operating at a profit and most operating at a loss. The loss happens for several reasons. Often, a city does not know the actual cost of each service it provides or if it has that information, it is not recent. Many cities often choose to set prices below cost, preferring to put the shortfall on the taxpayers in the belief that this will insulate policy makers from criticism from raising fee prices.

There is a minor difficulty with a technology charge that we can overcome if the City has or will prepare (within this project timeframe) a capital improvement plan that includes the desired purchases. A user fee must be based on cost. Municipalities tend to expense items whose values are below the City's capitalization threshold. Charging a customer today for a future expense requires the City to formalize its plan for new purchases so that a technology surcharge matches an official report of what they City plans to do with the funds it collects. We have done this with many clients, but have found that prior to our arrival, very few local governments have a plan that addresses how to spend the money. A fee for undesignated items to be bought in the future may be harder to defend.

Cost allocation requires that we have measures available to show how much each department benefits from the shared service. The rules allow for creativity, but using a measure that is common in the industry reduces the chance that a third party would question the results. This is another area where our deep experience is helpful.

4. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where the City, perhaps, should charge in light of the City's practices, or the practices of similar or neighboring cities. Include (as allowed by statutes/laws/rules/regulations) practices for deferral and/or forgiveness of fees and/or substitution of public services/facilities in lieu of fees for privately funded and City projects with public benefit. Include a comparison of current City practices and similar practices of similar or neighboring cities.

Our user fee models compare costs with current prices and show the results in terms of both individual customers and the City budget. See examples below.

| | Driver's License | Affect on Single Customer | | | |
|---|---|---|---|---|---|
| | Billed service name | Price | Cost of billed services | Price minus cost | DMV Recommends |
| L1 | Driver's license issuance: all situations (State issued) | $21.00 | $6.92 | $14.08 | |
| L2 | __Driver's license renewal document issuance: electronic | $21.50 | $3.65 | $17.85 | |
| L3 | Identification card issuance | $10.50 | $2.97 | $7.53 | |
| L4 | __Driving permit issuance | $14.00 | $7.41 | $6.59 | |
| L5 | Duplicate license or permit issuance | $7.50 | $6.46 | $1.04 | |
| L6 | __Level II and Level III document issuance | $0.00 | $1.51 | ($1.51) | |

Example of impact on a single customer

Note that we provide a column in our deliverable document for the client to list its recommendations for pricing each activity.

| | Driver's License | Budget Impact (based on paid customers) | | | |
|---|---|---|---|---|---|
| | Billed service name | Revenue (Price x # Paid) | Cost of billed services | Price minus cost | DMV Recommends |
| | **Total** | **$ 31,311,207** | **$ 16,266,096** | **$ 15,045,111** | **$ -** |
| L1 | Driver's license issuance: all situations (State issued) | $12,356,715 | $4,327,934 | $8,028,781 | $0 |
| L2 | __Driver's license renewal document issuance: electronic | $2,892,266 | $491,629 | $2,400,637 | $0 |
| L3 | Identification card issuance | $1,207,294 | $362,446 | $844,848 | $0 |
| L4 | __Driving permit issuance | $1,807,709 | $1,017,561 | $790,148 | $0 |
| L5 | Duplicate license or permit issuance | $286,433 | $246,540 | $39,893 | $0 |
| L6 | __Level II and Level III document issuance | $0 | $2 | ($2) | $0 |
| L7 | __Driving license / permit written test administration | $0 | $405,426 | ($405,426) | $0 |

Example of impact on a the budget of serving *all* customers

The table above has a blank column for the client's price recommendations. This populates when the client makes those choices so that client financial staff can quickly see the budget impact of pricing decisions.

Peer fee comparisons are very tricky. No one wants to be accused of charging much more than other cities for the same service, even if the comparison is not apples-to-apples. We cannot know if other cities know their cost to deliver a service. Even if their fee is based on a cost study, we do not know if the price implemented matches the finding of a cost study, or whether than cost study was recent or whether the other study defined "cost" in the same way. Also, communities sometimes bundle fees in ways that frustrate comparisons (e.g., a permit for a home vs. separate charges for plan review, inspection and each outlet or faucet, or a building permit based on square footage vs. one based on project value).

It is virtually impossible to produce an apples-to-apples comparison, even with extensive footnotes. As some communities have told us, "If you want to know what we'd charge, you must apply for a permit and let us determine the fees." That is clearly unrealistic. We will produce the comparison, but if there are significant comments about it, we will refer you to this section of our proposal.

In the kickoff meeting for this project, we will discuss with you the cities that we will use for comparison purposes. We strongly recommend limiting this to not more than four to six peers. We also strongly recommend that we survey only a handful of key activities in each department, lest we exceed the willingness of peer cities to cooperate.

5. Recommend appropriate fees and charges based on your analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic (e.g. youth recreation). Consider the cost of pre-application and post- application meetings to mitigate project problems, assist project proponents to prepare the application, emergency response cost recovery such as inspection costs after fires and/or acts of god and how those costs can be recovered, either on a permit specific basis or as an overall percentage applied to permit fees.

We generally recommend that fees recover costs. As a student learns in an introductory economics class, there are unintended and undesirable consequences when the price for a service is different than cost. A city may not charge in excess of cost. If it chooses to charge less, it may not have other customers make up the difference. It is free to charge less than cost if it uses tax revenue to make up the difference, but that is a burden on taxpayers.

There are times when charging full cost may be undesirable. For example, if a permit for a small construction project is a significant percentage of the project cost (e.g., a $300 cost to issue a permit for a project that costs $500), people may try to avoid paying the fee by doing the work without a permit. Charging a premium for work without a permit will only work if the chance of getting caught working without a permit is high. If you do not have the means to enforce compliance, a penalty for work without a permit is not likely to change behavior.

Pre-application meetings may smooth the application process by informing an applicant how to do business in a way that will comply with City codes. However, it is often the case that developers will want significant information prior to paying an application fee. It is also common for some builders to submit applications that reflect a limited effort, hoping that City staff will show how to correct the deficiencies. (This is usually cheaper for a builder than taking the time to do it right in the first place.) Since it is difficult administratively to define who was in good faith, all applicants usually share the cost of addressing projects with significant pre-application work. We can search for a better approach, but billing for exceptions is expensive for the City to administer.

6. Prepare a report that identifies each service, its full cost, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service; and provide a model for adjusting these fees for the City's current and future needs.

We will do this, but we would not understand indirect and overhead cost to be different activities. If they are in fact different, we look forward to your explanation, so that we can address it in our report.

Below is an example of how our reports show the elements of cost in each activity.

Driver's License

| # | Billed service name | Direct Labor | Allocated non-salary expenses | Indirect expense allocation | Support from other unit | Total |
|---|---|---|---|---|---|---|
| L1 | Driver's license issuance: all situations (State issued) | $ 1,877,239 | $ 1,478,827 | $ 971,869 | $ - | $ 4,327,934 |
| L2 | __Driver's license renewal document issuance: electronic | $ 253,150 | $ 143,906 | $ 94,574 | $ - | $ 491,629 |
| L3 | Identification card issuance | $ 157,211 | $ 123,846 | $ 81,390 | $ - | $ 362,446 |
| L4 | __Driving permit issuance | $ 441,366 | $ 347,694 | $ 228,501 | $ - | $ 1,017,561 |
| L5 | Duplicate license or permit issuance | $ 107,569 | $ 83,859 | $ 55,111 | $ - | $ 246,540 |
| L6 | __Level II and Level III document issuance | $ 0.67 | $ 0.51 | $ 0.33 | $ - | $ 2 |

7. Prepare a report that identifies the present scope performed under the fee, the proposed scope performed under the recommended fee, present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other McLean County cities or other Illinois cities that are comparable to Bloomington. A survey comparison of fees with similar cities is for information only.

We will provide this, subject to our earlier comments about apples-to-apples challenges in comparison of prices to neighbors. We will work with you to select four to six specific benchmark cities when we commence the project.

A price comparison to peers is only meaningful if the scope of work for each is the same. One cannot tell this simply by looking at a peer fee schedule. To do what you ask for a department that has many fees would exceed the amount of cooperation we can get from a peer benchmark exercise. We will ask peers to explain the scope of work for the handful of key activities that we benchmark. We cannot guarantee that they will provide this information, but we are nearly certain that asking them to explain how they provide dozens or hundreds of different services will exceed their willingness to cooperate. We will work with you to craft a focused list of key activities for comparison.

Benchmarking should focus on a handful of the most common activities in the office, not on every single fee activity, regardless of how little demand there may be for a service. We need to clarify our understanding of peer pricing by speaking with other cities and it is not feasible to ask someone who is not party to this agreement to spend an hour or more

explaining a fee structure. Think of your own reaction to a call that begins, "I'm conducting a survey..." You may be willing to participate if it only takes a couple of minutes, but if the questions go on for more than that, very few people would be willing to help.

8. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.

It is difficult to anticipate specifics, but the most common matter that fits this description is a change in current fee structure. We assume that a limited amount of restructuring may be necessary to conform the charges to the way the City provides services – a necessary step to comply with the Illinois Appellate Court's ruling in the Quad Canteen case.

9. Present your study to the City's management group and make necessary adjustments as requested.

We have done this for virtually every client and will do so for you.

10. Prepare and deliver presentations to the City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested.

We have done this for virtually every client and will do so for you.

11. Provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. Develop a model for adjusting fees to include the addition of hypothetical service area information for future services enhancements, and the ability to calculate the estimated costs of providing the service under consideration (scenario and "what if" analyses).

We will provide the models in Microsoft Excel 2010. They will be able to handle the addition or deletion of fees. If you restructure the divisions or departments that provide the services, the models can be adapted, but the extent of your effort to update the work will be greater than if you are simply changing annual expenditures or the number of customers for a service.

12. Provide on-site training to enable staff to update fees on an annual basis.

We will do this as detailed in our project work plan.

13. Prepare a final fee study report and provide five bound copies, one unbound copy and a single PDF file of the plan that can be made available to City staff. Any Master fee schedule revisions developed shall also be made available to the City

electronically, providing the ability to add or delete and/or update information as needed.

We will do this.

14. Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

We will consult, but that is an undefined level of effort not suitable for a firm-fixed price quote. Our work plan provides what we believe is a reasonable level of support to respond to questions about the report. Typically, clients call after the report for a month or two with questions about how to implement the findings. If effort beyond that level is needed (not that we expect this to be the case), we will discuss with you the level of effort for that task and the potential impact on our professional fee.

# SECTION FOUR – REFERENCES

The RFP instructions asked that we include the RFP itself (with complete responses) along with this proposal. To avoid redundancy, we do not repeat that information here. Our references are on your form on pages 11 and 12 of that document.

# SECTION FIVE – ESTIMATED PROJECT TIMELINE AND PRICING

Appendix B contains our detailed project timeline and pricing by task. The summary is below.

| | Full Cost Allocation Plan | Comprehensive Fee Study | Total Project |
|---|---|---|---|
| Labor | $15,993.75 | $42,587.50 | $58,581.25 |
| Expenses | 1,864.00 | 3,479.00 | 5,343.00 |
| 3rd Party software license to enable City to update the plan itself (paid to 3rd party) | 3,000.00 | - | 3,000.00 |
| Totals | $20,857.75 | $46,066.50 | $66,924.25 |

We show the details of our level of effort in Appendix B. The price is consistent with other competitively bid procurements for this scope of work. Our assumption is that if our price is comparable to what other qualified vendors charge for this work and our experience is greater, that we are offering the City a good value.

We have not used and do not calculate hourly rates separated by labor and general overhead. Our rates are comparable to those of other skilled professionals in this field.

Our proposed payment schedule is in Appendix B. It details the accomplishments and deliverables to which each invoice is linked.

# APPENDIX A - Resumes

## Bruce Cowans

30+ years helping hundreds of public officials make choices of how to serve the public and how to fund that effort, including hundreds of cost of service studies

**Service Area Experience**

- Finance and tax – Rate setting, tax process improvement
- Development– Building, Planning, Zoning
- Public Works – Highways, Fleet Management, Engineering, Water/Sewer, Facilities
- Law Enforcement – Corrections, patrol, investigation, records management, courts
- Health – Environmental, Community Health Clinics, Health Education, Food Safety
- Parks and Recreation
- Human Resources
- Fire

**Examples of Projects and Clients Served**

Hundreds of user fee studies nationally of virtually every type of billable governmental service, analyzing service delivery methods, costs and cost recovery options.

Test business case for electronic tax filing for the Colorado Department of Revenue

Review processes to streamline bottlenecks for agencies in such areas as document management, permitting, inspection and customer intake / work order management

Set permit prices to recover costs, devise funding for a permit management system and streamline permit processes to reduce delays and errors – City of Tampa, Florida, Hillsborough County, Florida

Review the service levels of all departments, validating staffing and spending levels and streamlining service delivery processes – Sangamon County, Illinois, Kenosha County, Wisconsin, City of Springfield, Illinois, Metropolitan Government of Nashville and Davidson County, Tennessee

Consolidate inspection efforts by different departments to reduce cost without reducing service. – Metropolitan Government of Nashville and Davidson County, Tennessee

Establish overhead spending targets and reduce overhead costs across all departments. Define what to centralize and what to assign to each department – Sacramento County, California

Define call center staffing requirements using a mathematical simulation of calls to confirm required shift coverage – Kenosha County, Wisconsin E911 center

Expert reports and expert witness services on cost of service issues for the cities of Chicago and New York, Kenosha County, Wisconsin, St. Clair County, Illinois and a private contractor to public works agencies

Establish productivity standards, balance workflow and determine staffing needs – McLean County, Illinois Recorder, City of Los Angeles, California, and City of Chicago, Illinois

**Work History and Job Title**

- Fiscal Choice Consulting, LLC – 2013 – present, Partner
- Village of Glencoe, Illinois – 2005 – 2015, elected Trustee, Finance Committee Chair
- MAXIMUS Consulting Services – 1991-2013, Senior Vice President
- JMB Institutional Realty Corp. – 1989-1991, Portfolio Analyst
- US Treasury Department, Office of the Secretary – 1986-1989, Budget Analyst
- Price Waterhouse, Office of Government Services – 1983-1986, Senior Consultant

**Education**

MA, Public Policy, Duke University, 1983, Durham, NC
BA, Environmental Studies, Pitzer College (The Claremont Colleges), 1979, Claremont, CA

**Speeches, Panels and Articles**

- Alternative Service Delivery, Panelist, Western Canada GFOA, 2012 Annual Meeting
- Effective User Fee Strategies, GFOA 2009 Annual Conference, Speaker
- Fiscal Issues Affecting Information Technology Consolidation, National Association of State Comptrollers, 2006 Annual Conference, Speaker
- The Future of Government Employment, Central Illinois chapter of American Society for Public Administration, 2011, Panelist
- Outsourcing, Wisconsin Public Employers Labor Relations Association, Speaker
- Performance Measurement and Benchmarking, Instructor, www.bettermanagement.com
- Development Impact Fees, University of Wisconsin College of Engineering, Speaker
- Activity-Based Costing, West Central Municipal Conference (Chicago), Speaker
- User Fees, Illinois County Auditors Association, Speaker
- Performance Management, Illinois Assistant Municipal Managers, Speaker
- User Fees, Illinois GFOA, Speaker
- Disaster Grant Management, Missouri Association of Counties, Speaker
- Public Employee Compensation Analysis, Missouri Municipal League, Speaker
- User Fees, Illinois Tax Foundation, Speaker
- User Fees, Illinois Association of County Clerks & Recorders, Speaker
- Predicting the Cost of Jail Expansion, Iowa State Association of Counties, Speaker
- Predicting Jail Operation Costs, Association of Minnesota Counties, Speaker
- Using Cost Data to Improve Fiscal Condition, Wisconsin County Finance Officers Association

## Jerry Wolf

38 years of consulting experience helping hundreds of cities, counties, states and special purpose district develop strategies with:

- Identifying and implementing best practices for operations
- Developing improved approaches to cost reimbursement
- Reducing operating expenses

**Service Area Experience**

- Enterprise Funds
- Central Administrative Services
- Public Works
- Law Enforcement
- Dispute Resolution
- Financial Analysis
- Mergers and Consolidations
- Rates and Charges
- Intergovernmental Agreements
- Building, Planning, Zoning

**Examples of Projects and Clients Served**

Development of improved cost reimbursement and cost control methodologies to increase federal reimbursements from human services programs. Midwestern state clients recovered or saved an additional $2 billion.

Design of policies and procedures to streamline the management and control of federal grant programs to bring grant programs into compliance with federal regulations.

Support of the City of Detroit's Emergency Manager in the design of methodologies to improve the recovery of costs incurred by the City of Detroit that benefit other jurisdictions. (In July 2013, the City of Detroit filed the largest Chapter 9 municipal bankruptcy in history.)

Development of methodologies to improve the reimbursements by general funds of costs incurred to support enterprise fund operations. Implemented methodologies recovered over $1 billion for clients.

Design of payment-in-lieu of tax methodologies to recover funds from benefitting entities.

Conduct of user fee studies of virtually every type of billable governmental service, analyzing service delivery methods, costs and cost recovery options. .

Review the service levels of all departments, validating staffing and spending levels and streamlining service delivery processes. Areas examined have included: administrative services, development, public works, fleet, and law enforcement operations.

Merger and consolidation studies in the areas of health, human services, fleet and public works

Development of options to reorganize a $1 billion state human services agency

Evaluation of rate structures for a state rehabilitation services agency

Review of cost sharing agreements between jurisdictions to properly align the costs and benefits

Expert witness support on cost of service for the City of Chicago and the City of New York

**Work History and Job Title**

- Fiscal Choice Consulting, LLC – October 2013 – present, Partner
- Public Consulting Group of Boston, MA – 2004 – September 2013, Manager - Midwest
- MAXIMUS Consulting Services – 1998 - 2003, Senior Vice President
- David M. Griffith & Associates - 1983 – 1998 Senior Vice President, CFO, Board Member (merged with MAXIMUS in 1998)
- Arthur Young & Company – 1975 – 1983, Manager – Public Sector Consulting

**Education**

MBA, Business, Booth Graduate School of Business – The University of Chicago, 1975
MA, Social Policy, School of Social Service Administration, The University of Chicago, 1974
BA, Political Science and Economics, Washington University in St. Louis, 1972
CPA, State of Illinois, 1977

**Organizations and Memberships**

CFA Society of Chicago
Washington University in St. Louis – Chicago Regional Cabinet
Civic Federation of Chicago Board of Directors

**Diego Henriquez Garcia**

Associate in Northfield, Illinois office

**Examples of Projects and Clients Served**

Cost allocation plan for the City of Lake Forest, Illinois. Developed Excel imports and entered data into a specialized cost allocation software application.

Analyzed overhead spending and staffing patterns for 10 Illinois counties. Performed benchmarking of clients to peers. Developed standards for **appropriate** staffing and spending levels by department.

Conducted government user fee studies of local governments to determine the cost of each billed service, compare to current prices, test reasonable price fee adjustments, and advise on how to implement changes.

Developed benchmarking comparisons for local governments across the United States

**Work History and Job Title**

- Fiscal Choice Consulting, LLC – 2014 – present, Associate
- Northwestern University Institute for Policy Research, Research Associate 2013-14

**Education**

BA, Political Science and International Studies, Northwestern University 2016

# APPENDIX B – Detailed Project Work Plans and Timelines

| Full Cost Allocation Plan | Hours | | | | Deliverable | Onsite | Invoice |
|---|---|---|---|---|---|---|---|
| | Consultant | | | City | | | |
| | Partner | Associate | Total | | | | |
| **1 Work with City to define project goals** | | | | | | | |
| Request data | 0.25 | 0.75 | 1.00 | 4.00 | | | |
| Discuss project management protocols at kickoff meeting | 0.50 | | 0.50 | 2.00 | | **Yes** | |
| **2 Interviews to understand operations** | 16.00 | | 16.00 | 16.00 | | **Yes** | |
| **3 Develop model** | | | | | | | |
| Define sources and uses of central service overhead | 1.00 | | 1.00 | | | | |
| Obtain and input expenditures | 4.00 | 7.00 | 11.00 | | | | |
| Obtain and input cost allocation proxy measures | 4.00 | 7.00 | 11.00 | | | | |
| Develop first draft cost allocation plan | 10.00 | 10.00 | 20.00 | | | | |
| Consultant internal quality control | 2.00 | | 2.00 | | | | |
| Deliver and discuss draft cost allocation plan | 2.00 | | 2.00 | 4.00 | **Yes** | **Yes** | |
| City to review and propose changes | | | - | 2.00 | | | |
| Prepare second draft cost allocation plan | 1.00 | 3.00 | 4.00 | | **Yes** | | |
| City to review and approve | | | - | 1.00 | | | |
| Customize Excel sheets for City's future use in data imports | | 1.00 | 1.00 | | | | **$12,343.75** |
| **4 Software for Cost Allocation Plan** | | | | | | | |
| City to license software directly from IVA, Inc. | - | | - | | | | |
| Develop training materials | 0.50 | 0.50 | 1.00 | | | | |
| Train City staff to use software | 3.00 | | 3.00 | 3.00 | **Yes** | **Yes** | |
| Follow-up telephone support | 2.00 | | 2.00 | | | | |

| | Hours | | | | | |
|---|---|---|---|---|---|---|
| | Consultant | | | City | Deliverable | Onsite |
| **5 Present plan to City's Management Group** | | | | | | |
| Prepare presentation | 0.50 | | 0.50 | 0.50 | | |
| Deliver presentation | 1.00 | | 1.00 | 4.00 | **Yes** | **Yes** |
| Edit cost allocation plan to reflect group comments | 1.00 | | 1.00 | | | |
| City to approve cost allocation plan for presentation to Council | | | - | 1.00 | | |
| **6 Assist Finance Department in Presenting Plan to City Council** | | | | | | |
| Prepare presentation | 0.50 | | 0.50 | 0.50 | | |
| City to approve presentation | | | | 0.50 | | |
| Deliver presentation | 1.00 | | 1.00 | 4.00 | **Yes** | **Yes** |
| Edit cost allocation plan to reflect City Council comments | 0.50 | | 0.50 | - | | |
| City to approve final cost allocation plan | | | | 1.00 | | |
| **7 Provide electronic copies of report and supporting work papers** | | 1.00 | 1.00 | - | | |
| | | | - | | | |
| **8 Provide final cost allocation plan in formats specified by RFP** | | 0.50 | 0.50 | - | | **$5,514.00** |
| **9 Consult with City staff if questions or challenges arise** | 4.00 | | 4.00 | 4.00 | | |
| Hours | 54.75 | 30.75 | 85.50 | 47.50 | | |
| Rate | $250 | $75 | | | | |
| Labor extension | $13,688 | $2,306 | $15,994 | | | |
| Expenses | $4,864 | $0 | $4,864 | | | |
| Total project | | | **$20,858** | | | **$17,858** |

| Expenses | Units | Unit cost | Extension | |
|---|---|---|---|---|
| Mileage | 5 | 290 | 1,450 | |
| Lodging | 2 | 175 | 350 | |
| Meals | 2 | 32 | 64 | |
| Annual software license from IVA CSP, Inc. | 1 | 3,000 | 3,000 | ←The City will pay this directly to IVA CSP, Inc. |
| Total | | | **$4,864** | |

**Full Cost Allocation Plan**

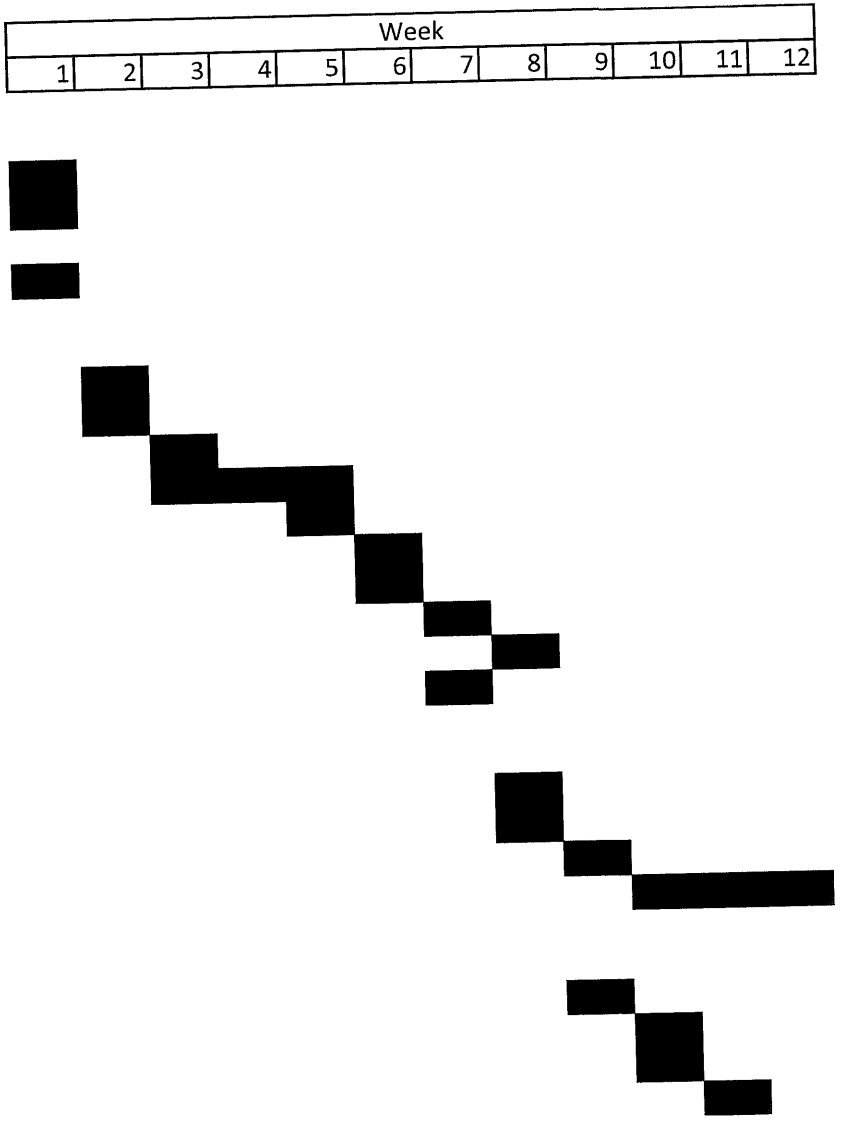
**1 Work with City to define project goals**
- Request data
- Discuss project management protocols at kickoff meeting

**2 Interviews to understand operations**

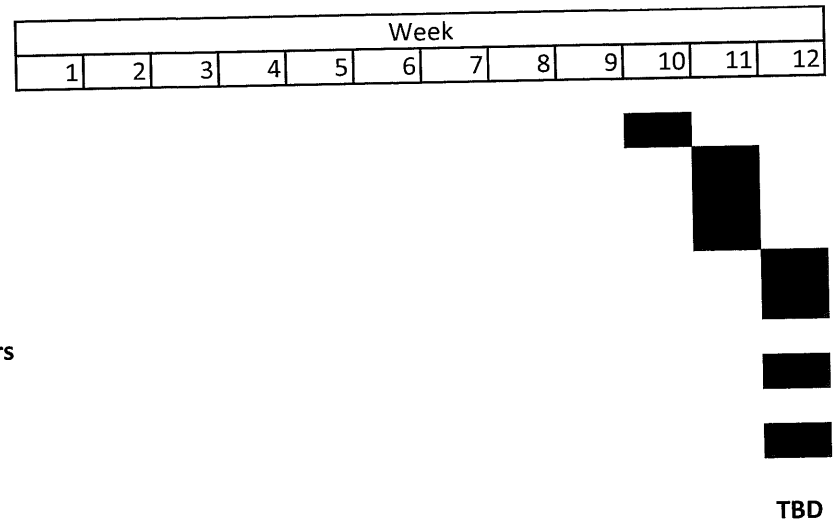
**3 Develop model**
- Define sources and uses of central service overhead
- Obtain and input expenditures
- Obtain and input cost allocation proxy measures
- Develop first draft cost allocation plan
- Consultant internal quality control
- Deliver and discuss draft cost allocation plan
- City to review and propose changes
- Prepare second draft cost allocation plan
- City to review and approve
- Customize Excel sheets for City's future use in data imports

**4 Software for Cost Allocation Plan**
- City to license software directly from IVA, Inc.
- Develop training materials
- Train City staff to use software
- Follow-up telephone support

**5 Present plan to City's Management Group**
- Prepare presentation
- Deliver presentation
- Edit cost allocation plan to reflect group comments
- City to approve cost allocation plan for presentation to Council



**Full Cost Allocation Plan**




**6 Assist Finance Department in Presenting Plan to City Council**

Prepare presentation

City to approve presentation

Deliver presentation

Edit cost allocation plan to reflect City Council comments

City to approve final cost allocation plan

**7 Provide electronic copies of report and supporting work papers**

**8 Provide final cost allocation plan in formats specified by RFP**

**9 Consult with City staff if questions or challenges arise**

| | Hours | | | | | | |
|---|---|---|---|---|---|---|---|
| | Consultant | | | City | Deliverable | Onsite | |
| **Comprehensive Fee Study** | Partner | Associate | Total | | | | Invoice |
| **1 Work with City to define project goals** | | | | | | | |
| Request data | 0.25 | - | 0.25 | | | | |
| Kickoff meeting | 0.50 | - | 0.50 | 2.00 | | **Yes** | |
| Team to assemble a Microsoft Excel flat file list of fees to review by office, including current price and annual demand for each | 2.00 | 2.00 | 4.00 | 16.00 | **Yes** | | |
| Load expenditures, staff roster data (see proposal narrative for explanation) and fees (with prices and annual quantities) into models to prepare for onsite interviews | 2.00 | 6.00 | 8.00 | | | | |
| **2 Interviews to understand operations** | 56.00 | - | 56.00 | 56.00 | | **Yes** | $15,787.50 |
| **3 Identify the total cost of providing each service** | | | | | | | |
| Develop the cost model for each office in the scope of review | 32.00 | 24.00 | 56.00 | | | | |
| Address potential technology surcharges | 4.00 | - | 4.00 | | | | |
| | | | - | | | | |
| **4 Compare costs to current prices** | | | | | | | |
| Develop peer benchmark comparisons | 2.00 | 30.00 | 32.00 | 1.00 | **Yes** | | |
| **5 Recommend new prices** | 2.00 | - | 2.00 | | | | |
| **6 Develop report** | 2.00 | 2.00 | 4.00 | | | | |
| Present drafts in person to each department | 8.00 | | 8.00 | 16.00 | **Yes** | **Yes** | $16,700.00 |
| Departments review drafts | 8.00 | | 8.00 | 16.00 | | | |
| Edit to reflect comments | 16.00 | | 16.00 | | | | |
| Departments to approve analyses of their operations | | | - | 4.00 | | | |
| **7 Prepare report on scope of work in Bloomington vs. peers** | 1.00 | 3.00 | 4.00 | | **Yes** | | |
| **8 Report on other matters as appropriate** | - | - | - | | | | |

| | Hours | | | | | | |
|---|---|---|---|---|---|---|---|
| | Consultant | | | City | Deliverable | Onsite | |
| **Comprehensive Fee Study** | Partner | Associate | Total | | | | Invoice |
| **9 Present report to City's Management Group** | | | | | | | |
| Prepare presentation | 1.00 | - | 1.00 | | | | |
| Deliver presentation | 1.00 | - | 1.00 | 4.00 | | **Yes** | |
| Edit to reflect group comments | 2.00 | - | 2.00 | | | | |
| City to approve report for presentation to Council | - | - | - | 1.00 | | | |
| **10 Prepare and Deliver Presentation to Council** | | | | | | | |
| Prepare presentation | 1.00 | | 1.00 | | | | |
| City to approve presentation document | | | - | 0.50 | | | |
| Deliver presentation | 1.00 | | 1.00 | 4.00 | | **Yes** | |
| **11 Provide electronic copies of deliverables** | 0.50 | | 0.50 | - | **Yes** | | |
| **12 Provide onsite training of fee models for City to update** | 3.00 | | 3.00 | | | **Yes** | |
| **13 Finalize and deliver report** | 1.00 | | 1.00 | | **Yes** | | $13,579.00 |
| | | | - | | | | |
| **14 Consult with City staff if questions or challenges arise** | 4.00 | | 4.00 | | | | |
| | | | - | | | | |
| Hours | 150.25 | 67.00 | 217.25 | 120.50 | | | |
| Rate | $250 | $75 | | | | | |
| Labor extension | $37,563 | $5,025 | $42,588 | | | | |
| Expenses | $3,479 | $0 | $3,479 | | | | |
| Total project | | | **$46,066.50** | | | Total | $46,066.50 |

| Expenses | Units | Unit cost | Extension |
|---|---|---|---|
| Mileage | 7 | 290 | $2,030.00 |
| Lodging | 7 | 175 | 1,225.00 |
| Meals | 7 | 32 | 224.00 |
| | | | **$3,479.00** |

**Comprehensive Fee Study**

**1 Work with City to define project goals**
Request data
Kickoff meeting
Team to assemble a Microsoft Excel flat file list of fees to review by office, including current price and annual demand for each
Load expenditures, staff roster data (see proposal narrative for explanation) and fees (with prices and annual quantities) into models to prepare for onsite interviews

**2 Interviews to understand operations**

**3 Identify the total cost of providing each service**
Develop the cost model for each office in the scope of review
Address potential technology surcharges

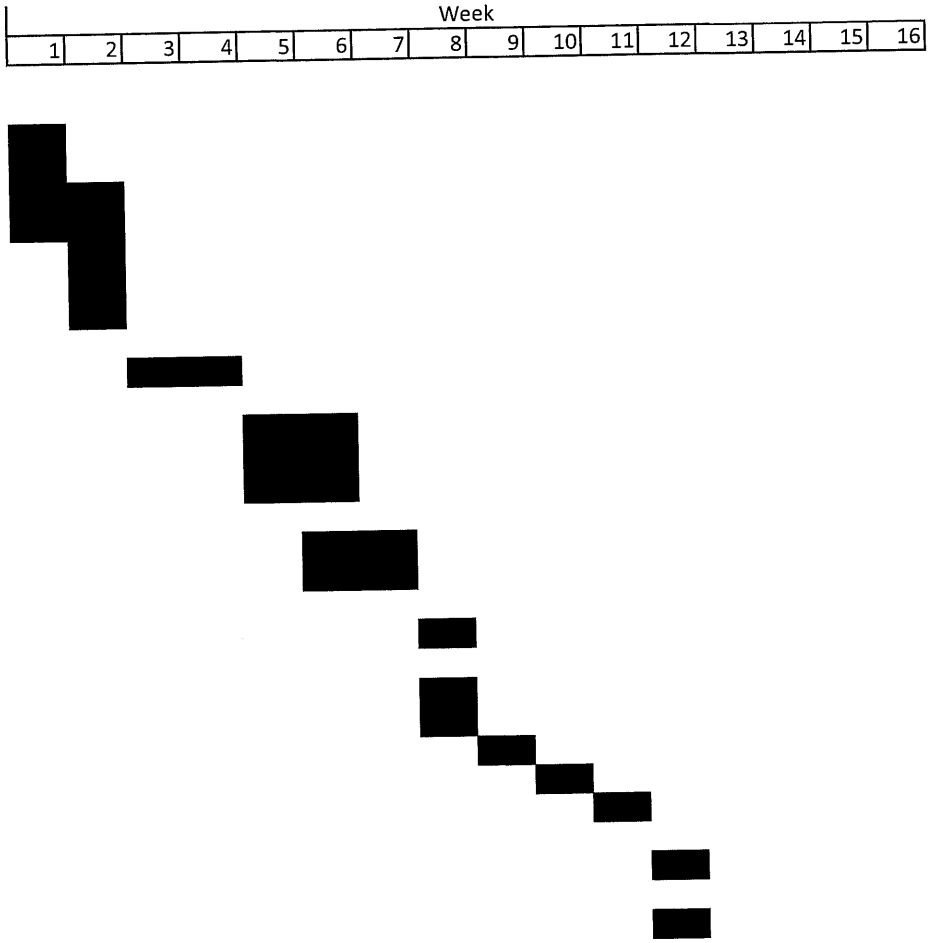
**4 Compare costs to current prices**
Develop peer benchmark comparisons

**5 Recommend new prices**

**6 Develop report**
Present drafts in person to each department
Departments review drafts
Edit to reflect comments
Departments to approve analyses of their operations

**7 Prepare report on scope of work in Bloomington vs. peers**

**8 Report on other matters as appropriate**



**9 Present report to City's Management Group**
- Prepare presentation
- Deliver presentation
- Edit to reflect group comments
- City to approve report for presentation to Council

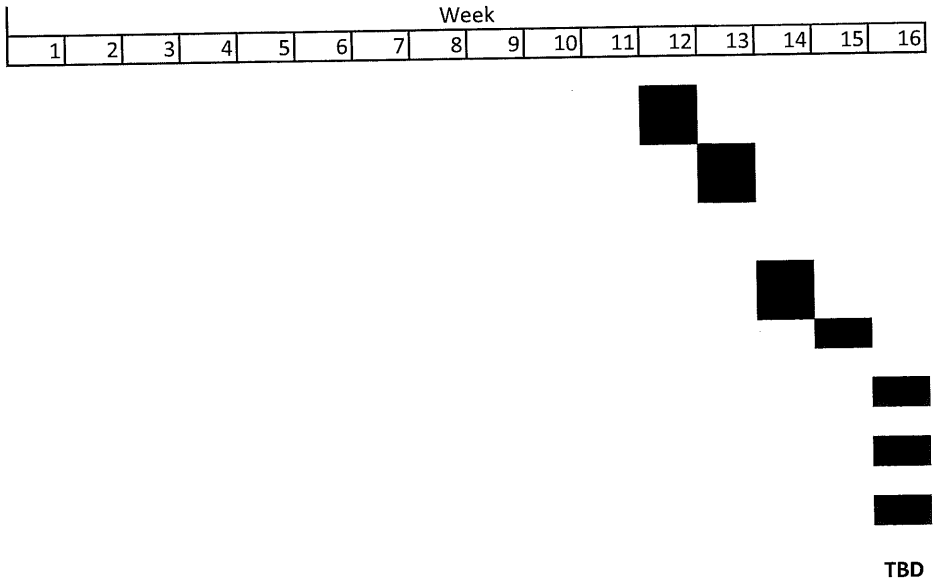
**10 Prepare and Deliver Presentation to Council**
- Prepare presentation
- City to approve presentation document
- Deliver presentation

**11 Provide electronic copies of deliverables**

**12 Provide onsite training of fee models for City to update**

**13 Finalize and deliver report**

**14 Consult with City staff if questions or challenges arise**



# APPENDIX C – RFP with Completed Data, Firm Policies and Certificate of Insurance

CITY OF Bloomington ILLINOIS

# REQUEST FOR PROPOSAL

## RFP #2016-16

## Full Cost Allocation and Comprehensive Fee Study

| | |
|---|---|
| Mailing Address: | Office of the City Clerk<br>City of Bloomington<br>109 East Olive Street<br>Bloomington, IL 61701 |
| Contact Person(s): | Alex McElroy<br>Assistant to the City Manager<br>amcelroy@cityblm.org |
| | Jon C. Johnston<br>Procurement Manager<br>jcjohnston@cityblm.org<br>309-434-2333 |
| Proposals Due: | **Thursday, July 16, 2015 at 1:00 p.m.** Central time |

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**LEGAL NOTICE OF**
# REQUEST FOR PROPOSAL
# CITY OF BLOOMINGTON, ILLINOIS

Sealed proposals will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Thursday, July 16, 2015 at 1:00 p.m.** Central time for the following:

## RFP #2016-16

## Full Cost Allocation and Comprehensive Fee Study

**RFP documents are to be obtained from the City of Bloomington Procurement Services by sending an email to** procurement@cityblm.org. Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. RFP documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only vendors recorded with the City, as a bona fide plan holder, are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all proposals and to waive technicalities. The award will not be based solely on the "low proposal." The award will be based on the criteria for selection contained within this document.

The successful offeror will be required to provide a Performance Bond in the amount equal to 100% of the contract price, within ten (10) business days after the proposal award.

The City of Bloomington requires all contractors and offerors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Jon C. Johnston, Procurement Manager

Published **June 23, 2015** Bloomington, Illinois

# TERMS AND CONDITIONS FOR OFFERORS

**Background:** The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis, and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

**Proposal Identification:** Offerors are required to legibly write the proposal number, proposal name and due date in the lower left corner. Do **not** submit proposals by fax or electronically. Proposals submitted by fax or electronically cannot be accepted or considered for award. Sealed proposals are required.

**Definitions:**

1."City" shall mean the City of Bloomington, Illinois.

2. "Requests for Proposals (RFP) is a method of procurement permitting discussions with responsive, responsible offerors and revisions to proposals prior to award of contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

Questions regarding bid/proposal procedures shall be directed to Jon C. Johnston, Procurement Manager, during regular working hours (M-F 8am-5pm), telephone 309-434-2333.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the Proposal shall be submitted in writing to:

**Alex McElroy at amcelroy@cityblm.org**
**AND**
**Misty Shafer at mshafer@cityblm.org**
**or fax (309) 434-2874**

Questions will be answered in the form of written addenda and provided to all Offerors, as per State of Illinois statutes.

If you have obtained this proposal from the City of Bloomington web site or from a source other than directly from the Procurement Office or City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the Offeror's responsibility to check with our office prior to submitting your proposal to ensure that you have a complete, up-to-date package. The original copy maintained and on file in the City Clerk's office shall be considered the official copy. **Addenda copies shall be attached to your proposal as proof of receipt.**

The City of Bloomington reserves the right to reject any and all proposals and to waive technicalities, and to accept that proposal which is to be considered in the best interest of the City. Any such decision shall be considered final. Proposals shall be opened in private so as to avoid disclosure of contents to competing offerors.

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other offeror.

The City of Bloomington reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The City may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that the RFP and all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations may be held by the City as contractually binding on the successful offeror.

When the Evaluation Committee determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal.

The City of Bloomington will not be liable in any way for any costs incurred by respondents in replying to this RFP.

**PROPOSAL SUBMISSION: PLEASE SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF THE ENTIRE PROPOSAL PACKET**

**NON DISCRIMINATION:** The City of Bloomington requires all contractors and offerors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation. Offerors shall comply with the Illinois Human Rights Act, 775 ILCS 5.101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44 Part 750 (Appendix A) 775 ILCS 5/1-102 and constituting of a written EEO policy and workforce profile that demonstrates its EEO practices. Furthermore, the offeror shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The offeror must have a written sexual harassment policy, which meets Illinois Complied State Statutes, 775 ILCS 15/3.

**SECURITY:** The offeror represents and warrants to the City of Bloomington that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The offeror further represents and warrants to the City of Bloomington that the offeror and its principals, shareholders, members, partners or affiliates, as applicable, are not directly or indirectly engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The offeror hereby agrees to defend, indemnify, and hold harmless the City of Bloomington and all City of Bloomington elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses including reasonable attorney's fees and costs arising from or related to any breach of the foregoing representation and warranties.

**PREVAILING WAGE: N/A** The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at www.state.il.us/agency/idol. Note that the Prevailing Wage rates change monthly and it is the Contractor's responsibility to ensure the correct wage is paid.

**CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515) N/A** Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate for that County and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each period, number of hours worked each day, and starting and ending time of each work day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

**SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT:** The successful proposer must be in compliance with the State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed in a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

**OSHA REQUIREMENTS:** The Occupational Safety and Health Act of 1970 (OSHA), "guarantees workers the right to a safe and healthful workplace." Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."
There are times when the City must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the City must perform their duties in a manner that is compliant with all State and Federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all State and Federal health and safety laws, regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American

Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency and the Department of Transportation.

**PURCHASE EXTENSION:** This contract shall be offered for purchases to be made by other governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the offeror. The City shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

**EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits exparte communication (i.e., unsolicited) initiated by the Offeror to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Offeror and the City will be directed in writing to the Procurement Manager or designated contact person only. The Procurement Manager will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Offeror from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

**NO PROPOSAL:** Offerors who are not able to submit a proposal for this service, but wish to receive proposal tabulation or to be assured of remaining on the City's proposal list for similar services should clearly indicate on the envelope the designation "**NO PROPOSAL**". Envelopes so marked will not be considered as a formal proposal, but the contents will be responded to in the appropriate manner by City of Bloomington staff. The City will issue a purchase order to the successful Offeror.

**DELIVERY: F.O.B. Bloomington, IL FREIGHT PREPAID.**

**PROPOSAL PRICE:** Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.

All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the proposal. In case of error in the extension of prices, the unit price shall govern.

**PAYMENT TERMS:** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered. Please note: the City of Bloomington offers Electronic Funds Transfers (EFTs) for offerors receiving multiple payments. Please indicate whether you are or are not capable of accepting EFT payments: Yes **X** or No_____. If yes, you may receive information later if this process will apply to you.

**PROPOSAL EVALUATION:** Products/Services will be purchased from the Offeror providing the best proposal per product/service or total package, whichever is in the best interest of the City. The quality of the products/services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award.

**CRITERIA FOR MAKING SELECTION:** Proposals may be evaluated based upon, but not limited to, the following criteria. This criteria shall be used by the City to determine the firm or individual(s) most qualified and best suited to perform the work. The Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations or demonstrations with one or more selected offerors:

- Firm expertise and competence including experience with similar projects
- Professional qualifications and experience of the key personnel assigned to the project
- Time required to accomplish the requested services
- References
- Ability to work effectively with City staff and representatives
- Proposed cost

The City retains sole discretion to evaluate proposals and may make an award to the consultant the City deems to have the most responsive proposal. Receipt of proposals in response to its RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate any and all final terms and conditions including length, scope of services, and compensation of any agreements entered into.

**INVESTIGATION:** Offeror's must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the proposal submission deadline. It is the Offeror's responsibility to check with City Clerk prior to submitting their proposal to ensure that they have received all Addenda that may be issued.

**PROOF OF LICENSE, PERMIT, CERITIFICATIONS, ETC.:** Offeror's must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the proposal award and prior to the performance of the work. It is the offeror's responsibility to inquire about requirements of performing the job with the requesting department contact person.

**PROPOSAL FORM:** This entire package shall be returned complete and intact with all information requested and all questions answered. The amount of the proposal shall be stated on the form(s) provided. Variations from the specification/scope of work shall be noted on a separate sheet of paper. If more space is required to furnish a description of the service offered or delivery/start terms, the offeror may attach a letter hereto, which will be made a part of the proposal.

**SPECIFICATION:** The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Offeror's whose items, in the opinion of the City, meets or exceeds performance in these areas.

**BRAND NAME, MODEL, CATALOG NUMBER, ETC.:** All Offeror's shall include with their proposal brand names, models, catalog numbers, and complete information about the items they are offering. **Manufacturer's Safety Data Sheets, MSDS, are required for all chemical Proposals.**

**PROPOSAL OPENING: TELEPHONE/FAX/VERBAL OFFERS WILL NOT BE ACCEPTED. Proposals are opened and evaluated in private.** Proposals are not publicly opened and read at the time and date set. It is the responsibility of the offeror to see that the proposal is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Proposals received after the time and date set will be returned unopened to the Offeror. This includes Proposals not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the proposal submission, sealed proposals will be accepted on the next business day of the City, up to the originally scheduled time.

**DEFAULT BY OFFEROR:** In the event of default by offeror, the City reserves the right to procure the services from other sources, and hold the offeror liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Offeror in whole or in part without the written consent of the City of Bloomington.

**PERFORMANCE BOND:** The successful Offeror will be required to provide a Performance Bond in the amount equal to 100% of the contract price, within ten (10) business days after the proposal award. The Performance Bond shall be duly authorized by an insurance company licensed to do business in the State of Illinois.

**CANCELLATION:** Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will give a written notice of unsatisfactory performance and the contractor or vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty (30) days, the City deems that the contractor or vendor's performance is still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

**WITHDRAWAL OF PROPOSAL:** An offeror may withdraw a proposal prior to the deadline for proposal submittal by submitting a request for its withdrawal. Proposals received after the time for opening proposals or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards or contracts based on proposal mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager. The request shall then be forwarded to the City's legal staff for final recommendation.

**REJECTION OF PROPOSALS, WAIVERS AND IRREGULARITY:** The City of Bloomington reserves the right to reject any or all proposals, to waive irregularities, and to accept that proposal which is considered in the best interest of the City. Any such decision shall be final.

**PROTESTS:** Any actual or prospective offeror who is aggrieved in connection with this proposal or award may protest to the City Council during the public Council meeting only. The protest will be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts giving rise and the City Clerk will place same on the Council agenda if not resolved prior to that time.

**REFERENCES**:

Five (5) references are **required** with your proposal. The references shall be from three different sources where you have provided the minimum specifications as required in this proposal. Offeror may use the City of Bloomington as one reference if the Offeror has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: Kane County, Illinois

Company address: 719 S. Batavia Avenue

City: Geneva State: IL Zip: 60134

Company Contact Name or Department: Joe Onzick, CPA, Chief Financial Officer

Company Contact Telephone: (630) 208-5113 Fax: (630) 208-5110

Company Contact e-mail address: OnzickJoseph@co.kane.il.us

(2.) Company Name: Sangamon County, Illinois

Company address: 200 S. 9th Street, Room 201

City: Springfield State: IL Zip: 62701

Company Contact Name or Department: Brian McFadden, County Administrator

Company Contact Telephone: (217) 753-6650 Fax: (217) 753-6651

Company Contact e-mail address: brianm@co.sangamon.il.us

(3.) Company Name: City of Lake Forest, Illinois

Company address: 800 North Field Drive

City: Lake Forest State: IL Zip: 60045

Company Contact Name or Department: Elizabeth Holleb, CPA, Director of Finances and IT

Company Contact Telephone: (847) 234-2600 Fax: (847) 295-8505

Company Contact e-mail address: holleb3@cityoflakeforest.com

(4.) Company Name: Montgomery County, Maryland

Company address: 255 Rockville Pike, 2nd Floor

City: Rockville State: MD Zip: 20850

Company Contact Name or Department: Diane Jones, Director of Permitting Services

Company Contact Telephone: (240) 777-0311 Fax: (240) 777-6361

Company Contact e-mail address: diane.jones@montgomerycountymd.gov

(5.) Company Name: Polk County, Florida

Company address: 330 W. Church Street, 3rd Floor, Office of Management & Budget

City: Bartow State: FL Zip: 33830

Company Contact Name or Department: Mark Schmitz Senior Budget/Management Analyst

Company Contact Telephone: (863) 534.6565 Fax:(863) 534-7678

Company Contact e-mail address: MarkSchmitz@polk-county.net

**CONTRACTOR COMPLIANCE WITH PUBLIC ACT 85-1295:**

The offeror certifies by signing this statement that this Proposal is made without prior understanding, agreement or accord with any other person submitting a Proposal for the same product or service and that this Proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The offeror also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Bruce Cowans 8/11/2015 _____

Print Name & Date Authorized Signature

Fiscal Choice Consulting, LLC

Company Name

**INSURANCE:**

Offerors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.

Furthermore, the offeror hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Offeror, its employees, agents or sub-offerors. This agreement extends to all claims, of any nature, whether made by the Offeror's employees or third parties.

Bruce Cowans 8/11/2015 _____

Print Name & Date Authorized Signature

Fiscal Choice Consulting, LLC

Company Name

**GIFT BAN ACT:**

I certify that Fiscal Choice Consulting, LLC (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000 under.

I further certify that as an Offeror, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at http://www.cityblm.org/code.asp?show=section&id=3450.

Bruce Cowans, 8/11/2015
Print Name & Date

Authorized Signature

**EQUAL OPPORTUNITY GUIDELINES:**

The City requires all contractors and offerors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program the City shall require that the offeror or contractor be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309/434-2218.

**CITY OF BLOOMINGTON, IL**
**GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS/BIDS**

Prior to the commencement of work governed by any contract between the **CITY** and the vendor/contractor, the contractor shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insureds will be required and will also denote the description of the job. **The vendor's/contractor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Contractor's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

**General Liability** - $1,000,000 Bodily Injury and Property Damage (Combined Single Limit) with $2,000,000 GL annual aggregate and will include:

- Medical payments - $5,000
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

**Workers' Compensation and Employer's Liability** –

- $500,000 Bodily Injury by Accident
- $500,000 Bodily Injury by Disease, policy limits
- $500,000 Bodily Injury by Disease, each employee

**Automobile Liability** - $1,000,000 Bodily Injury and Property Damage (CSL) (Owned, Non-owned and Hired vehicles should be included) and include $10,000 medical pay per passenger.

**Umbrella Liability Coverage** - $2,000,000 each occurrence, $2,000,000 aggregate (These limits will be excess over all underlying coverage documents and would be the minimum required). **Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

# EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires additional employees in order to perform this contractor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.

CITY OF BLOOMINGTON

Community Relations
109 E. Olive St.
Bloomington, IL 61701-3157
(309) 434-2215 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any company doing business with the City in the excess of $25,000 during one year, must submit an Equal Opportunity Report Form or an Equal Opportunity Plan.

It is my understanding that your company will be or are presently a contractor/vendor for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information. If you are bidding for the opportunity to work for the City of Bloomington, the Contract Compliance Report Form enclosed in the bid packet must be completed, signed and returned in the bid packet.

Please complete the enclosed information in its entirety and return it to the Community Relations Office or with your bid packet. If your company has an approved Equal Opportunity Plan, you may submit it instead of completing the enclosed Contract Compliance Form. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Contractor/Vendor List."

If you should have any questions regarding either of the forms, please feel free to contact me at (309) 434-2215.

Sincerely,

Ernestine Jackson
Equal Opportunity Associate

**City of Bloomington**
**Community Relations Division**
**109 E. Olive Street**
**Bloomington, IL 61701**
**(309) 434-2215** **(309) 434-2831 (Fax)**

**Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.**

## Section I. Identification

1. Company Name and Address:

   Name: Fiscal Choice Consulting, LLC

   D/b/a: _____

   Address: 790 Frontage Rd, Ste 110

   City/State/Zip: Northfield, IL 60093

   Telephone Number(s) Area Code: (847) 441-4175

**Check one of the following: (Illinois Limited Liability Corp.)**

| **Corporation** | Partnership | Individual Proprietorship | **Limited Liability Corp.** |
|---|---|---|---|

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

   Name: _____

   Address: _____

   City/State/Zip: _____

3. Major activity of your company (product or service):

   _____

## Section II. Policies and Practices

### Description of EEO Policies and Practices

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES X NO _____

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.
Name: Jerry Wolf
Title: Member and Manager
Telephone: (847) 441-4175

C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES X NO _____

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES X NO _____

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES X NO _____

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES X NO _____

G. Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontractors or purchase orders?

YES X NO _____

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES _____ NO X_____

I. Does the Company have collective bargaining agreements with labor organizations?

YES _____ NO X_____

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES _____ NO NA____

## Section III. Employment Information

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

B. Job Classifications (See descriptions attached)

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location. CHICAGO SMSA

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

## Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

| | | | |
|---|---|---|---|
| Jerrold Wolf | Jerry Wolf, Member & Manager | (847) 441-4175 | 8/11/2015 |
| **Signature:** | **Print Name & Title** | **Telephone Number** | **Date** |

# CITY OF BLOOMINGTON
# COMMUNITY RELATIONS DIVISION

## CONTRACT COMPLIANCE
## WORKFORCE ANALYSIS

| **Job Categories** | **Overall Totals** | | **White** (Not Of Hispanic origin) | | **Black of African American** (Not of Hispanic Origin) | | **Hispanic of Latino** | | **Asian of Pacific Islander** | | **American Indian or Alaskan Native** | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** |
| (A) | (B) | (C) | (D) | (E) | (F) | (G) | (H) | (I) | (J) | (K) | (L) | (M) |
| Officials & Managers | 2 | | 2 | | | | | | | | | |
| Professionals | 1 | | | | | | 1 | | | | | |
| Technicians | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | |
| Craft Workers (skilled) | | | | | | | | | | | | |
| Operatives (semi-skilled) | | | | | | | | | | | | |
| Laborers (unskilled) | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| **TOTAL** | 3 | | 2 | | | | 1 | | | | | |

M= Male, Column B is sum of rows D, F, H, J, and L

F= Female, Column C is sum of Rows E, G, I, K, and M

Date of above: 7/28/2015

Name of person that compiled the above data: Jerry Wolf

**RESOLUTION NO. 2014 – 58**

**AMENDED RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS WITH THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, when the City of Bloomington timely adopted its resolution ascertaining the prevailing rates of wages on July 14, 2014, it was adopted without language requiring participation in apprenticeship programs for construction contracts in excess of $100,000 as there had been debate as to the previous dollar amount threshold for this requirement; and

WHEREAS, City officials and staff have reviewed previous records and the City has historically set the apprenticeship requirement for those construction contracts in excess of $100,000 and would like to continue said requirement and make such a part of the City's requirements on the award of construction contracts; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, as show on the attached McLean County Prevailing Wage for June 2014, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that this Resolution shall supersede and take effect over Resolution 2014-29 and shall be considered the City's governing resolution on prevailing wages until further amendment and/or adoption of a new resolution setting for the prevailing wages in July of 2015; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 10th day of November, 2014.
APPROVED this 12th day of November, 2014.

APPROVED:
Tari Renner
Mayor

ATTEST:
Tracey Covert
City Clerk

## Introduction

The City of Bloomington (City) invites consultant proposals for a Comprehensive Fee Study and a Full Cost Allocation Plan. There is a separate scope of work for each of the two projects and a separate cost proposal should be submitted for each.

## Project Description

For a PROPOSER to be considered, the City must receive one (1) Original and four (4) copies of the proposal by **1:00 pm on Thursday, July 16, 2015** at the following address:

Office of the City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

As well as, one electronic PDF copy on a flash drive or CD included with the hard copies.

All proposals must be clearly marked: "Sealed RFP #2016-16 – Comprehensive Fee Study and Full Cost Allocation Plan."

There is no express or implied obligation for the City of Bloomington to reimburse responding PROPOSER for any expenses incurred in preparing proposals in response to this request.

The City of Bloomington reserves the right to retain all proposals submitted, and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Bloomington and the PROPOSER selected.

## Project Background and the City

The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis, and 64 miles Northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The 2010 Census resulted in a total population of 76,610, an 18.21% increase from the 2000 Census data of 64,808. The City of Bloomington is termed a twin city in conjunction with the Town of Normal.

The City is governed by a City Council elected on a non-partisan basis composed of nine Council members and a Mayor. The city operates under a Council-Manager form of government. The City Council is responsible to enact ordinances, resolutions, and regulations which govern the City, adopt the annual budget, as well as appoint members of various statutory and ordinance boards. The Council is elected to four-year staggered terms, while the Mayor is elected to a four-year term. The Mayor is elected at large, the Council members by ward. The City's manager is responsible to carry out the policies and ordinances established by City Council, oversee the day-to-day operations of the City, and appoint the department heads of the City's departments.

The City provides a full range of municipal services. These services include public safety,

roadway maintenance, refuse disposal, planning and zoning, engineering and inspection, water and sewer utility service, parks and recreation, and general administrative services. The City owns and operates multiple municipal parks, an ice center, three golf courses, a zoo, and a Cultural District in Downtown Bloomington. The City owns the US Cellular Coliseum located in Downtown Bloomington, the home of the Bloomington Edge (indoor football), Bloomington Flex (basketball) and the Bloomington Blaze (ice hockey), and contracts its operation to the Central Illinois Arena Management. Finally, the City provides Library services to the residents of Bloomington which is governed by a nine member semi-autonomous Board of trustees with positions being appointed by the City Mayor and approved by City Council.

The mission of the City of Bloomington is to be financially responsible providing quality, basic municipal services at the best value. The City engages residents and partners with others for community benefit. To that end, the City wishes to have a full cost allocation model prepared and the cost of services studied to capture the full cost recovery of programs and services. The purpose of this project is to ensure that the City of Bloomington is utilizing comprehensive overhead rates and accurately accounting for the true cost of providing various programs and services within City operations. It is the City's goal to have a well-documented and defensible cost allocation plan that will incorporate appropriate general and administrative cost allocations into the budget; identify overhead rates that can be used in the calculation of billable hourly rates for grants, fees, federal reimbursements, and other billings.

## Scope of Work

### Project Scope – Full Cost Allocation Plan

It is anticipated that project tasks will include, but are not limited or required to include the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

1. Work with selected City staff to define the purpose, uses, and goals for a full cost allocation plan, ensuring that the development of the plan will be both accurate and appropriate for the City's current needs.

2. Meet with staff and conduct interviews as needed to gain an understanding of the City's practices and operations. This includes where certain services/functions are performed together/shared through cooperation between different departments. Costs should be identified so that they can be allocated to/tracked by the appropriate department, e.g. fire, public works, community development.

3. Develop a Full Cost Allocation Model for calculating the full costs of providing each City service. The requirements of the model shall allow for:
    a) Additions, revisions or removal of direct and overhead costs so that the cost allocation plan can be easily adapted to a range of activities both simple and complex.
    b) The ability of the City to continuously update the model and overhead cost allocation plan easily from year to year as the organization changes.

c) The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration.

4. Software Application For Cost Allocation Plan – The City has the proper licensing for staff to access all of the programs within the Microsoft Office Professional Suite. If there are other proprietary software solutions which lend themselves to perform the necessary cost allocation modeling in a more efficient manner and would enable staff to add, delete, or update the final cost allocation plan as needed, please identify the cost of this item as a separate component of the full cost plan scope of work. The cost should include the training of staff on the new program as well.

5. Present the plan to the City's management group and make necessary adjustments as requested.

6. Assist the Finance Department in presenting the draft cost allocation plan to the City Council. It is expected that comments and concerns will be collected during the draft presentation phase for inclusion in a final cost allocation plan and model.

7. Provide the City with an electronic copy of the final comprehensive review, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs.

8. Prepare a final plan and provide five bound copies, one unbound copy as well as PDF and Word files of the plan that can be made available to City staff. Any Full Cost Allocation Model revisions developed shall also be made available to the City electronically, providing the ability to add or delete and/or update information as needed.

9. Consult with City staff should the need arise to defend the cost allocation plan as a result of audits or other challenges.

## Project Scope – Comprehensive Fee Study

It is anticipated that project tasks will include, but are not limited or required to include the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

1. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Comprehensive Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the Study.

2. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a comprehensive review of the City's

existing fees. This is including but not limited to the following: permits including but not limited to antenna permit, commercial building permit, commercial plumbing permit, demolition permit, electrical permit, fence/tent permit, fire alarm permit, fire sprinkler permit, garage/shed/deck/porch permit, HVAC permit, itinerant sales permit, lawn irrigation permit, miscellaneous permit, mobile home move/demo permit, pool/spa permit, residential remodel/addition/basement finish permit, residential building permit, roof/window/siding permit, sewer/water service repair permit, sign permit, as well as licenses, planning fees, public works/engineering fees including basic site and public right of way inspection, parks and recreation fees, code enforcement compliance fees, and administrative fees. The study shall include both fees for work leading to the establishment/issuance of permits and any ongoing yearly maintenance/enforcement costs post-issuance. This study excludes all of the rates associated with City's Enterprise Fund operations (i.e. Solid Waste, Water, and Sanitary Sewer).

3. Identify the total cost of providing each City service and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities. This shall also include costs for technology upgrades required to bring levels of technology within the City on a par with similarly sized cities. This can take the form of a technology surcharge for the purpose of upgrading and maintaining technology such as computers, printers, software and appurtenances.

4. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where the City, perhaps, should charge in light of the City's practices, or the practices of similar or neighboring cities. Include (as allowed by statutes/laws/rules/regulations) practices for deferral and/or forgiveness of fees and/or substitution of public services/facilities in lieu of fees for privately funded and City projects with public benefit. Include a comparison of current City practices and similar practices of similar or neighboring cities.

5. Recommend appropriate fees and charges based on your analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic (e.g. youth recreation). Consider the cost of pre-application and post-application meetings to mitigate project problems, assist project proponents to prepare the application, emergency response cost recovery such as inspection costs after fires and/or acts of god and how those costs can be recovered, either on a permit specific basis or as an overall percentage applied to permit fees.

6. Prepare a report that identifies each service, its full cost, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service; and provide a model for adjusting these fees for the City's current and future needs.

7. Prepare a report that identifies the present scope performed under the fee, the proposed scope performed under the recommended fee, present fees,

recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other McLean County cities or other Illinois cities that are comparable to Bloomington. A survey comparison of fees with similar cities is for information only.

8. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.

9. Present your study to the City's management group and make necessary adjustments as requested.

10. Prepare and deliver presentations to the City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested.

11. Provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. Develop a model for adjusting fees to include the addition of hypothetical service area information for future services enhancements, and the ability to calculate the estimated costs of providing the service under consideration (scenario and "what if" analyses).

12. Provide on-site training to enable staff to update fees on an annual basis.

13. Prepare a final fee study report and provide five bound copies, one unbound copy and a single PDF file of the plan that can be made available to City staff. Any Master fee schedule revisions developed shall also be made available to the City electronically, providing the ability to add or delete and/or update information as needed.

14. Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

## Project Contact

Questions about the project must be submitted in writing to:

Alex McElroy, Assistant to the City Manager at amclroy@cityblm.org
and Misty Shafer, Procurement Specialist at mshafer@cityblm.org
**No later than 3:00 p.m., Central Time, on Thursday, July 2, 2015**

## Changes to RFP

The City will send any changes of this RFP in addenda format to each proposer to whom an RFP has been sent. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP

## Proposal Requirements

The Proposal should include the minimum information requested below in the order listed. Additional information, if provided, should be separately identified in the proposal. Proposers must submit the entire RFP packet including the following:

Section One – Transmittal Letter

- A cover letter signed by an official authorized to solicit business and enter into contracts for the PROPOSER. The cover letter should include the name, address, email address, and phone number of contact person.

Section Two – Experience and Qualifications

- A description summarizing the PROPOSER's experience over the past five years in performing similar services to municipal clients.
- A statement identifying the consultants assigned to this project. Please identify key staff and their qualifications (attach resumes as appropriate).
- The firm's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.

Section Three – Outline Strategies and Options

- Outline methodology, planning and design strategies that will result in the development of recommendations that are practical to the City of Bloomington, meaning that the recommendations must not exceed the City's ability to implement and properly utilize. Provide detailed information on methodology and tools used to meet the needs of the City's request.

Section Four – References

- Provide references from five different clients. Include the name, email address and telephone number for a contact person from each reference.

Section Five – Estimated Project Timeline and Pricing

- Provide an estimated project timeline required to implement full cost allocation plan and the comprehensive fee study. Provide pricing estimates that include planning, development, and implementation services.
- Project budgets should include:
  i. A project schedule for each study with activities, milestones, and deliverables, and
  ii. Separate project budgets for the Full Cost Allocation Plan and the Comprehensive Fee Study as defined in the scope of work, at minimum, as follows:
     - By task with a collective total by milestone and deliverable,
     - Labor rates for all project team members,
     - General overhead rates, and
     - Costs for expenses such as printing, travel and attendance at meetings.

# PROPOSAL FORM

## RFP #2016-16

## Full Cost Allocation and Comprehensive Fee Study

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2014-58 is acknowledged. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

| **Description** | **Cost** |
|---|---|
| Full Cost Allocation Plan | $ 20,857.75 |
| Comprehensive Fee Study | $ 46,066.50 |

Fiscal Choice Consulting, LLC
Name of Company

Bruce Cee
Authorized Signature

790 Frontage Rd. Ste 110, Northfield IL 60093
Address City State Zip

(847) 441-4175
Telephone Number

(847) 441-4174
Fax Number

brucecowans@fiscalchoice.com
Email Address

8/11/2015
Date

**PROPOSAL CHECKLIST:**

1. Return the ***entire*** packet – not just your response

2. Sign and Attach all addenda if any were issued

3. Sign and date all required forms

4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.

5. Seal the envelop and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due

6. Your (1) original and (4) required copies.

7. Anything else relative to this proposal.

**Tentative Proposal Schedule:**

1. The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of this proposal process.

| Action | Due Date | Due Time |
|---|---|---|
| **RFP Released** | **Tuesday, June 23, 2015** | **N/A** |
| **Questions Due to City** | **Thursday, July 2, 2015** | **3:00 p.m. Central Time** |
| **Response from City** | **Tuesday, July 7, 2015** | **5:00 p.m. Central Time** |
| **Proposals Due** | **Thursday, July 16, 2015** | **1:00 p.m. Central Time** |
| **Anticipated Award Date** | **TBD** | **N/A** |

2. Questions will be answered in the form of written addenda and provided to all Offeror's, as per State of Illinois statutes. Submit questions regarding the proposal in writing Alex McElroy at amcelroy@cityblm.org AND Misty Shafer at mshafer@cityblm.org **no later than 3:00 p.m., Central Time, on Thursday, July 2, 2015.**

**Fiscal Choice Consulting, LLC**
**Personnel Policies**

## SEXUAL HARASSMENT

Fiscal Choice Consulting is committed to maintaining a workplace that is free of sexual harassment. Unsolicited and unwelcome sexual overtures and conduct, either physical or verbal, can upset the professionalism of the Fiscal Choice Consulting work environment and can interfere with employee morale, work performance, and efficiency. A Fiscal Choice Consulting employee may not harass another employee or take any personnel action against an employee on the basis of sex. Fiscal Choice Consulting expects its employees to review and adhere to the Fiscal Choice Consulting Sexual Harassment Policy, which each employee read and signed at the beginning of their Fiscal Choice Consulting employment. Copies of the current Policy are available from any Member/Manager of the firm.

All complaints of unlawful sexual harassment should be reported immediately to any of the Members / Managers of Fiscal Choice Consulting at 790 Frontage Road, Suite 110, Northfield, IL 60093. No employee, applicant, or independent contractor will suffer retaliation for reporting, in good faith, any violation of unlawful discrimination, harassment, or retaliation.

### Diversity and Equal Opportunity Employment Policy

Fiscal Choice Consulting, LLC (Fiscal Choice Consulting) is committed to a policy of equal employment opportunity. In keeping with this policy, all decisions regarding recruitment, hiring, training, promotion, compensation, benefits, transfers, layoffs, return from layoff, company-sponsored training, education, and social and recreational programs will be administered without regard to race, color, religious creed, sex, gender, marital status, age, sexual orientation, national origin, covered veteran status, disabling condition, or any other protected status.

Fiscal Choice Consulting will continue its efforts and renew its commitment to fully utilize and treat equally minority groups, women, veterans, and disabled individuals at all levels and in all segments of the workforce through an affirmative action policy and plan. The goals of this affirmative action policy and plan are to eliminate institutional barriers in employment that tend to perpetuate the status quo and to eliminate the effects of any past discriminations.

Any questionable discriminatory actions relating to race, color, religious creed, sex, gender, marital status, age, sexual orientation, national origin, covered veteran status, or disabling condition of any kind and all other protected classes should be reported immediately to any of the Members / Managers of Fiscal Choice Consulting at 790 Frontage Road, Suite 100, Northfield, IL 60093. No employee, applicant, or independent contractor will suffer retaliation for reporting, in good faith, any violation of unlawful discrimination, harassment, or retaliation.

Jerrold Wolf
Member and Manager, Fiscal Choice Consulting, LLC

## Fiscal Choice Consulting, LLC
## EQUAL EMPLOYMENT OPPORTUNITY (EEO) PLAN

Fiscal Choice Consulting, LLC ("the firm") is an Illinois Limited Liability Company with offices at 790 W. Frontage Road, Suite 110, Northfield, IL 60093.

The firm is committed to maintaining a working environment free of discrimination, harassment, and retaliation at all sites and in all facilities at which the firm's employees are assigned to work. All decisions regarding recruiting, hiring, promotion, assignment, training, termination, and other conditions of employment will be made without unlawful discrimination on the basis of race, color, national origin, ancestry, ethnicity, sex, sexual orientation, gender identity or expression, religion, age, pregnancy, disability, marital status, covered veteran status, work-related injury, or any other factor that the law protects from employment discrimination.

The firm prohibits unlawful harassment of its employees, applicants, or independent contractors. All complaints of unlawful discrimination, harassment, and retaliation should be reported immediately to any of the Members / Managers of Fiscal Choice Consulting at 790 Frontage Road, Suite 110, Northfield, IL 60093. All complaints of unlawful harassment, discrimination, and retaliation will investigated thoroughly, objectively, and kept confidential to the greatest extent feasible. No employee, applicant, or independent contractor will suffer retaliation for reporting, in good faith, any violation of unlawful discrimination, harassment, or retaliation.

Jerry Wolf, Member and Manager, is designated to monitor all employment related activity to ensure the company EEO Policy is being carried out and to submit reports relating to EEO provisions.

The firm disseminates and reviews its EEO Policy with all employees at least once a year, conspicuously posts the policy statement and EEO posters at all job sites, and documents every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

The firm reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.

The firm discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the firm's subcontractors.

The firm documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, firm associations and other business associations

The firm maintains a current file of names, addresses and phone numbers of each applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.

The firm encourages all present employees, including people of color and women employees, to recruit others.

The firm maintains all employment selection process information with records of all tests and other selection criteria.

The firm develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the firm's employment needs.

The firm conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.

The firm ensures the company's working environment and activities are non- segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

The firm establishes and documents policies and procedures to ensure that job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect.

The firm is encouraged to participate in voluntary associations that assist in fulfilling one or more of its non-discrimination obligations. The efforts of a firm association, firm/community professional association, foundation or other similar group of which the firm is a member will be considered as being part of fulfilling these obligations, provided the firm actively participates.

Contacts:

Jerry Wolf, Member and Manager, jwolf@fiscalchoice.com
Bruce Cowans, Member and Manager, brucecowans@fiscalchoice.com
(847) 441-4175 office phone

CITY OF Bloomington ILLINOIS

**ADDENDUM NUMBER 1: July 23, 2015**

## RFP #2016-16

## Full Cost Allocation and Comprehensive Fee Study

1. **Due to the late release of this addendum the schedule of this RFP has been adjusted.**

| | | |
|---|---|---|
| **Questions Due to City** | **Tuesday, July 28, 2015** | **3:00 p.m. Central Time** |
| **Response from City** | **Friday, July 31, 2015** | **5:00 p.m. Central Time** |
| **Proposals Due** | **Tuesday, August 11, 2015** | **2:00 p.m. Central Time** |

Any questions regarding the proposal must be submitted in writing Alex McElroy at amcelroy@cityblm.org **AND** Misty Shafer at mshafer@cityblm.org by the deadline listed above.

2. **Why is the City issuing this RFP? I thought the City was going to award a contract as a result of the RFI&Q.**
Due to internal problems with issuance of the RFI&Q #2015-60, that solicitation was ceased and the submissions were not evaluated. As a result, the RFP #2016-16 is similar but requires submission of price information.

3. **Which Department and what key staff member(s) will oversee this project for the City and be the main point of contact and coordination?**
The City Manager's Office, Finance Department, and Human Resources will work closely with the selected firm on the services requested. Key staff contacts within those departments are yet to be determined.

4. **How many Departments and functions/services does the City envision being included in the Full Cost Allocation Component and Comprehensive Fee Component?**
An inventory and audit of fee eligible services is expected to be a part of this analysis. To that end, the City of Bloomington is a full service municipality providing robust Parks and Recreation services, public safety services, inspection services, contract administration services, licensing and permit services, etc. The proposed project is to include all City services with the exclusion of City Enterprise Operations which include Water, Storm and Sanitary Sewer, and Solid Waste. A non-comprehensive list is included in Exhibit A.

municipalities. If the proposing firm has techniques or specialized programs to help generate more detailed comparable information, please highlight this in your proposal.

14. **Does the City envision the two major study components (Full Cost and Comprehensive Fee) being done simultaneously, or concurrently?**
The City envisions the two studies to be performed at the same time. If the proposing firm recommends another approach please highlight this in your proposal detailing the benefits to your approach.

15. **Would the City consider the study being completed in phases focusing on certain/related service areas and fees in each phase?**
The City will consider any alternative approach proposed/recommended by the proposing firm. The benefits of the alternate approach should be clearly identified.

16. **Does the City have a targeted time-frame to complete the two studies? If so, what is the estimated completion dates for the Full Cost Analysis and the Comprehensive Fees Study?**
The City operates on a fiscal cycle which commences May 1 and ends April 30. The City wishes to utilize the results of this study to assist in the budget development process. The preference of the City is to utilize a portion or all of this study to assist with the City's FY2017 Budget development process (Adopted April 30, 2016).

17. **Does the City have a budget estimate or cost expectation for this project or the two major components of the study identified in the RFP?**
Budget estimates have not been prepared at this time.

18. **The RFP envisions that the consultant would present the study's results at meetings with management team members as well as the City Council or Council Committee. How many meetings do you anticipate for presentations to the Council or Council Committee?**
It is anticipated the consultants will present to City Council or City Council Committees 1 to 3 times total depending on the level of interest and comprehension.

19. **It does not look like the scope of work change between the two documents? Are there any significant differences between the two documents that we should be aware of?**
No significant changes have been made from the Scope of Work presented in the RFI&Q and the RFP. Applicants who participated in the RFI&Q are encouraged to provide similar information in their responses along with any additional information pertinent to this project.

20. **Which vendors submitted a proposal to the RFI&Q?**
The City of Bloomington believed the release of this information could interfere with the procurement; therefore this information is not being released.

21. **Did the City meet with any of the vendors that submitted a proposal to the RFI&Q? If yes, which vendors?**
No

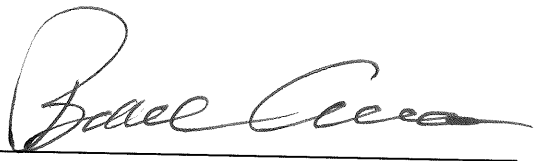
22. **The RFP states that a 100% performance bond is required. This is an unusual requirement for this type of service. Would the City consider eliminating this requirement from the procurement?**
The City of Bloomington will not require a Performance Bond for this RFP.

23. **The Prevailing Wage Sections say "N/A" after the title. Does this mean that it does not apply to this procurement?**
This project does not require payment of IDOL determined prevailing wage rates.

24. **What is the City's timeline for when you want this project completed?**
The City operates on a fiscal cycle which commences May 1 and ends April 30. The City wishes to utilize the results of this study to assist in the budget development process. The preference of the City is to utilize a portion or all of this study to assist with the City's FY2017 Budget development process (Adopted April 30, 2016).

Fiscal Choice Consulting, LLC

Firm



Authorized Signature

August 11, 2015

Date

**PLEASE NOTE: Failure to return the signed addendum with your sealed bid will result in disqualification from this bid.**

Misty Shafer
Procurement Specialist 07/23/2015

CITY OF Bloomington ILLINOIS

**ADDENDUM NUMBER 2: July 30, 2015**

**RFP #2016-16**

**Full Cost Allocation and Comprehensive Fee Study**

1. **Addendum #1 is more than 200 pages long. Do you want vendors to return just the first four pages (including the signature page), or the entire 200+ page document with their bids?**
   Because of the length we will require only the first four (4) pages. No responder will be penalized if they elect to submit the full length addendum.

Fiscal Choice Consulting, LLC

FISCCHO-01 MWOODMAN

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2015

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

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

| PRODUCER | CONTACT NAME: Mary Woodman | |
|---|---|---|
| Associated Agencies, Inc<br>1701 Golf Road #3-700<br>Rolling Meadows, IL 60008 | PHONE (A/C, No, Ext): (847) 427-8400 | FAX (A/C, No): (847) 427-3452 |
| | E-MAIL ADDRESS: mwoodman@associated.cc | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Fiscal Choice Consulting, LLC<br>Bruce Cowans<br>790 Frontage Road, Suite 110<br>Northfield, IL 60093 | INSURER A : Sentinel Insurance Company | 11000 |
| | INSURER B : Hartford Accident and Indemnity | 22357 |
| | INSURER C : US Liability Insurance Co | 25895 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | 83SBATP4680 | 06/17/2015 | 06/17/2016 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ | 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | OTHER: | | | | | | | $ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |

**REGULAR AGENDA ITEM: 8B**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving a Resolution adopting the City of Bloomington Stormwater and Sanitary Sewer Master Plans.

**RECOMMENDATION/MOTION:** That the Resolution approving the City of Bloomington Stormwater and Sanitary Sewer Master Plans be adopted.

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

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

**BACKGROUND:** In 2012, the City Council voted to hire a team comprising Foth Infrastructure & Environment, OHM Advisors and Michael Baker Jr., Inc. to produce Stormwater and Sewer Master Plans to enable short-term and long-term planning. The project team produced more than 1,000 pages of research and recommendations. The project team gave an overview presentation to the Council Infrastructure Committee and in 2014 completed a final draft, titled "2014 City of Bloomington Stormwater and Sanitary Sewer Master Plans." Staff provided another overview to the Council Committee of the Whole on July 20, 2015.

The Plans take into account stormwater, sanitary sewer, combined sewer and asset management needs over 20 years. It identifies the need for over $136 million in system improvements over that time period.

Passing the Master Plans in no way obligates the City Council to fund all these potential spending items. Approval of the plan acknowledges needs and strategy. The level of service (the ability to fund the projects) depends largely on funding support from sewer user fees and the stormwater utility fee.

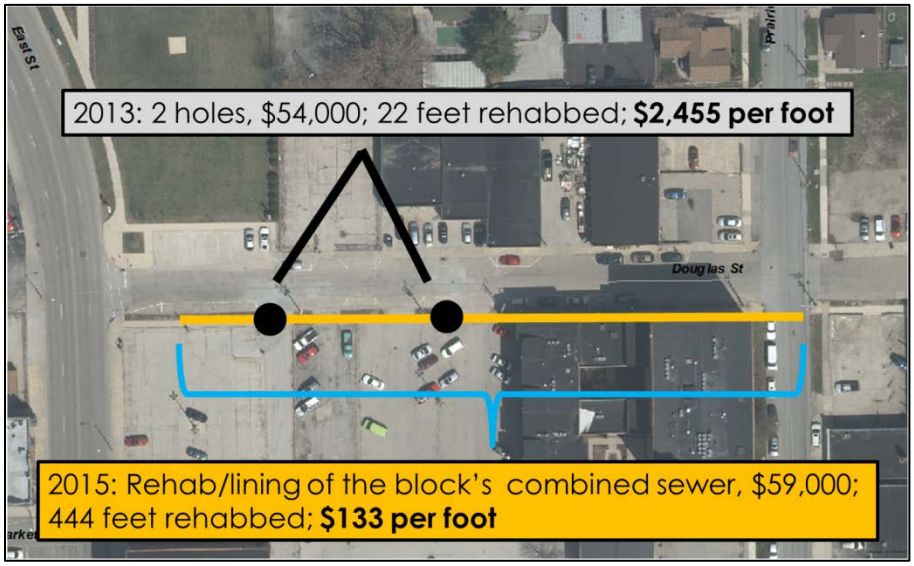
Some of these projects, such as the sewer rehabilitation and lining program, have already been incorporated into City budgets and implemented by City staff, but at funding levels lower than recommended.

Scope of Bloomington Stormwater and Sewer systems: The City has 280 miles of sanitary sewer, 240 miles of storm sewer and 90 miles of combined sewer. It has 59 stream miles of stormwater channels. There are 73 public stormwater detention and retention basins. The Master Plans identify problems and responses in each of these areas. While our older sewers present major challenges, projects also involve less aged facilities on the east side.

**Key Components of the Stormwater and Sanitary Sewer Master Plans**

1. **Rehabilitate Older Sewer Mains**

Some of the City's sewer mains date well into the 19th Century. Holes have formed in some of these brick and clay sewer pipes. Soil above the pipes crumbles into the sewers through these holes, especially if a water main leaks nearby. The result, eventually, is formation of a cavity, sometimes called a sinkhole, above or next to the sewer main. The resulting emergency repairs cost several times as much as the preventative maintenance recommended in the Plans.




**Remedy: The City should implement additional sewer inspection and rehabilitation programs along with a sewer and stormwater asset rating system and business risk model to identify and prioritize needs.** This strategy already is being implemented by the City, although not at the recommended levels of funding and staffing. The accompanying graphic prepared by staff shows the economy of preemptory maintenance compared to emergency responses.

### 2. Continued Elimination of Combined Sewer Overflows (CSO Elimination)

Older sewer mains by design convey both stormwater and wastewater to the west Bloomington treatment plant. These are called combined sewers. During wet weather periods, the amount of flow can exceed the capacity of the pipes. Combined Sewer Overflow locations prevent the wastewater and stormwater mixture from backing up into basements by allowing untreated wastewater to empty into streams. The resulting pollution – raw sewage emptying into streams -- is unacceptable under modern urban standards and federal and state law. All cities must take steps to eliminate CSO events. The City has five remaining CSO locations.

**Remedy: The City should continue its current plans on CSO elimination.** Bloomington already has been phasing in multi-million dollar sewer upgrades to eliminate CSOs. A common solution is to build a second sewer parallel to an existing combined sewer. The combined sewer often is converted to a stormwater sewer and the new sewer main is used for wastewater. This strategy is in place for the ongoing Locust-Colton CSO project (pictured above). The FY 2015 budget included funding for construction of Phase 2 of the Locust-Colton CSO elimination project and the design for Phase 1 of the Valley Sewer (Maizefield) CSO elimination project. However, the program is on hold because the stormwater fee is too low to support it.

3. **Address Inflow/Infiltration of Groundwater and Stormwater into East-side Sanitary Sewers**

During wet weather, inflow and infiltration of stormwater and groundwater ("I/I") taxes the capacity of the system and the capacity of the southeast sewer treatment plant owned and operated by the Bloomington Normal Water Reclamation District. The inflow and infiltration traces to numerous sources. There are leaks in pipe joints and manholes covers, to name two. Also, private sewer services emptying into public sewers have sump pump and footing tile connections and leaks; smoke testing of private sewer lines proved it.

**Remedies: The City should first test the effectiveness of rehabilitating (lining) the public mains and portions of the private service laterals in a small area.** Once the rehabilitation is completed, the City can see to what degree the rehabilitation work reduces I/I. The goal is to identify the most cost-effective methods to deal with I/I in the City system. This year, the City proceeded with lining in the Arcadia sewer shed, roughly bounded by Eldorado Road, Oakland Avenue, Lincoln Street, and Arcadia Drive. Flow levels will be monitored in the rehabilitated area over the next year to determine the cost-effectiveness of the lining work in eliminating I/I from the sanitary sewer system. Our Plans' designers fear that simply lining public sanitary sewers will not solve the problem and that also undertaking a private lining effort may be needlessly costly. If lining does not sufficiently reduce I/I in a cost-effective manner, another option is for the City to build a large storage tank that can hold this wastewater during high wet weather flows and then release the wastewater gradually, the plans state. Ultimately, the analysis after the initial lining project should produce a cost analysis and comparison of options for the City, with a goal of implementing the most cost-effective methods to mitigate I/I.

4. **Address Soil Erosion Problems long Streams and Waterways**

Erosion affects public and private property. Notably, it threatens to damage a portion of the Constitution Trail along GE Road, but there are erosion problems throughout the stormwater system.

**Remedies: The City should employ multiple strategies to stream rehabilitation, using individualized strategies to address the conditions, location and composition of individual waterways.** In some cases, the Plans recommend a somewhat natural remedy of creating a low flow channel and widening the stream bank to accommodate water flow during high-flow periods. This widening reduces water velocity during heavy rains and, as a result, lessens erosion of the stream bank. In other cases, such as the GE trail, banks should be lined with materials such as rock and riprap.

**Other Elements of the Master Plans:**

- Systematic televising and rating of pipes, plus smoke testing and manhole inspections.
- Inspections and repair of stormwater detention and retention basins. (Pictured: Detention basin in need of maintenance.)
- Various equipment and software upgrades.
- Updating ordinances relating to greenways, stormwater detention, and stormwater management.
- Updating the flood plain map for key locations where development has occurred.
- Creating and implementing a Fats, Oils and Grease (FOG) Inspection Program.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** During the planning process, the Bloomington-Normal Water Reclamation District was involved in discussions. The City and project team performed a survey of residents regarding stormwater and basement flooding problems. The City of Bloomington Stormwater and Sanitary Sewer Master Plans draft is online in pdf format for public review.

**FINANCIAL IMPACT:** A rate study is currently being conducted. Dependent on the action taken by the City Council when the rate study is brought forward will determine the funding of future stormwater and sewer projects can proceed. There is no financial impact at this time.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Ryan L. Otto, PE, Project Engineer<br>Stephen Arney, Miscellaneous Technician for Public Works Administration |
| Reviewed by: | Jim Karch, PE, CFM, Director of Public Works |
| Reviewed by: | Steve Rasmussen, Assistant City Manager |
| Financial & Budgetary review by: | Chris Tomerlin, Budget Analyst<br>Carla A. Murillo, Budget Manager |
| Legal review by: | Jeffery R. Jurgens, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

**Attachments:**

- Executive Summary of the Plans
- Resolution

Motion: That the Resolution approving the City of Bloomington Stormwater and Sanitary Sewer Master Plans be adopted.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

**RESOLUTION NO. 2015 -_____**
**A RESOLUTION APPROVING THE CITY OF BLOOMINGTON STORMWATER AND SANITARY SEWER MASTER PLANS**

WHEREAS, proper sanitary sewage systems and storm water systems are vital to the public health, public safety, and economic vitality of the community; and

WHEREAS, in 2012 the Bloomington City Council authorized an agreement with Foth Infrastructure & Environment, OHM Advisors and Michael Baker Jr., Inc. to work with Staff to produce the Stormwater and Sewer Master Plans; and

WHEREAS, the working group produced more than 1,000 pages of narrative, illustration, charts and data; and

WHEREAS, the materials, plans and projects are based on demonstrated need as backed by sound engineering and analysis, and

WHEREAS, the City Council finds it to be in the best interests of the City to adopt the City of Bloomington Stormwater & Sanitary Sewer Master Plans.

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

That the City of Bloomington Stormwater & Sanitary Sewer Master Plans, dated January 2014, is hereby approved.

**ADOPTED this 14th day of September, 2015.**

**APPROVED this _____ day of September, 2015.**

**CITY OF BLOOMINGTON** **ATTEST**

_____ _____
Tari Renner, Mayor Cherry L. Lawson, City Clerk

**APPROVED AS TO FORM**

_____
Jeffery R. Jurgens, Corporation Counsel

CITY OF Bloomington ILLINOIS

# Compilation of Executive Summaries for 2014 City of Bloomington Stormwater and Sanitary Sewer Master Plans

January 2014

Foth No. 12B005

Foth

75 YEARS

OHM Advancing Communities

Baker

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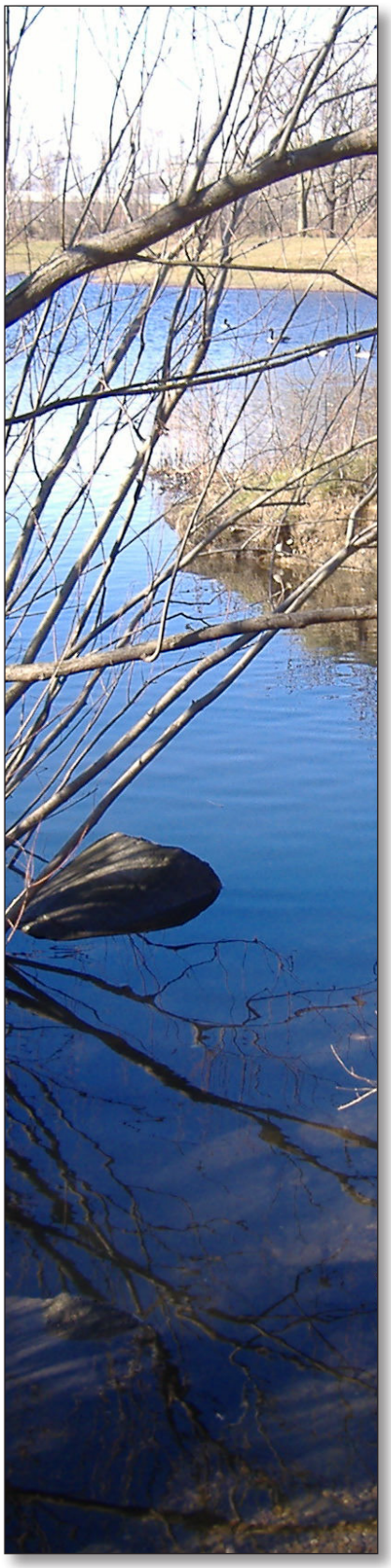

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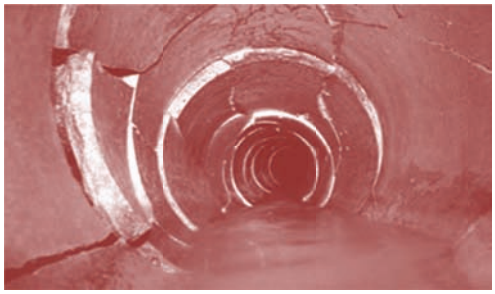
City of Bloomington



# Stormwater and Sanitary Sewer Master Plans

## Master Executive Summary

*In the 21st century, the City of Bloomington will rely on dependable infrastructure to attract businesses and maintain a high quality of life for its residents. Implementing the recommendations in this document will be necessary to allow the City to meet those needs.*

**January 2014**

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## What is the State of the City's Infrastructure?

The City of Bloomington's sanitary and storm sewer systems provide a critical service to its residents and business owners through the collection and conveyance of stormwater and wastewater. These systems satisfy the fundamental needs of public safety and public health.

As the City of Bloomington has grown and prospered during the last 60 years, the overall footprint of its infrastructure, which includes sewer pipes, detention ponds, manholes, curb inlets, pump stations, and open drainage channels, rapidly expanded. Much of that growth occurred from 1950-1980. **Some of the infrastructure installed as part of the expansion is deteriorating to a point where it is not providing an adequate Level of Service**. Some of the primary infrastructure problems identified by this study are:

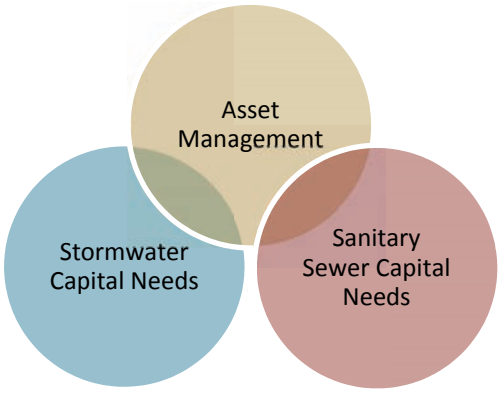
**Stormwater Infrastructure**

- Flooding
- Detention pond shoreline erosion
- Streambank erosion
- Outdated floodplain maps
- Undersized sewer pipes
- Deteriorating pipes/manholes

**Sanitary Sewer Infrastructure**

- Deteriorating pipes/manholes
- Unwanted inflow and infiltration
- Deteriorating pumps and pump control systems
- Basement flooding
- Combined Sewer Overflows

This Master Plan identifies specific components of the City's sanitary and storm sewer systems that will require investment in the next 20 years in order to maintain an adequate Level of Service. An Asset Management Plan, a critical part of this report, ties both systems together by providing recommendations to continuously track infrastructure condition and plan for adequate rehabilitation efforts. This will allow the City to set realistic goals for maintenance, rehabilitation, and eventual replacement of aging infrastructure.




## How do we Define Level of Service?

Level of Service is broadly defined in this Master Plan as:

- Storm and sanitary sewers flowing freely and without placing a burden on property owners by way of frequent surface flooding or basement backups due to inadequate pipe size or structural failure.
- Drainage channels, culverts, bridges and detention ponds operating efficiently and without significant erosion and/or flooding that may threaten adjacent homes, businesses or public institutions.
- Maintaining sanitary sewer flows (dry and wet weather conditions) at a level that is manageable for cost-effective wastewater treatment and without hastening the need for treatment plant expansion, and reducing or eliminating Combined Sewer Overflows.

This Master Plan recommends a program of capital improvements and ongoing labor commitments to allow the City to address its existing infrastructure and manage urban growth in a way that controls future infrastructure costs while maintaining a desirable Level of Service. The Master Plan includes 15 Technical Memoranda (see Table A-2 for a complete list) that highlight the need for the following infrastructure enhancements:

**Asset Management**

- Develop condition rating system to inventory and prioritize storm / sanitary infrastructure
- Integrate field repair information with rating system
- Establish annual sewer televising and rehabilitation goals for sewers and manholes

**Stormwater System**

- Reduce frequency of flooding
- Establish inspection and repair program for streambanks and ponds
- Enhance land use policy along greenways
- Promote sustainable land development

**Sanitary Sewer System**

- Reduce inflow/infiltration in collection system
- Replace undersized sewers
- Avoid premature expansion of treatment plants
- Reduce potential for Combined Sewer Overflows
- Continue combined sewer separation program

## Total Program Cost

The estimated cost of system improvements, over a 20-year period, is approximately $139 million. About 15% of this total represents additional City staff necessary to manage the capital improvement program and to provide the increased level of recommended infrastructure inspection and Asset Management.

Table 1 includes a summary of the project and program costs defined in this Master Plan. These costs were determined after a process that included a City-wide web-based survey, close coordination with City staff, consultation with key stakeholders, such as the Bloomington-Normal Water Reclamation District (BNWRD), and a detailed analysis of the City's infrastructure. A more detailed breakdown of costs is included in Table A-1 in the Executive Summary Appendix.

**Table 1**
**Master Plan Cost Summary**

| | Years 1-5 | Years 6-20 | Total | Additional Staffing Required (FTEs) |
|---|---|---|---|---|
| **Sanitary** | $26 million | $58 million | $83 million | 2.5 |
| **Storm** | $9 million | $27 million | $36 million | 1.55 |
| **Asset Management** | $6 million | $11 million | $17 million | 5.75 |
| **TOTALS** | **$41 million** | **$95 million** | **$136 million** | **9.8 FTEs** |

**The largest single cost component of this Master Plan ($63 million) is represented by sanitary sewer system televising and rehabilitation (Items 9 and 26 in Table A-1).** Municipalities that operate under a formal Asset Management Plan typically target approximately *one percent* of the sanitary sewer system for rehabilitation or replacement each year to address structural concerns related to pipe/manhole deterioration. This allows the City to replace the oldest and most vulnerable sewer components (Figure 1) to reduce the likelihood of system failure. For the City of Bloomington, this translates to rehabilitating or replacing about **four to five miles of sewer pipe per year.**

Figure 1 illustrates a deteriorated sewer pipe. Cracks along the pipes and separating joints allow for soil and water to enter the pipe, increasing the likelihood of flow blockage, which can result in basement flooding. This scenario is not uncommon in the City of Bloomington.

**Figure 1**
**Deteriorated Sanitary Sewer Pipe**

## Managing Infrastructure as a "Business"

This Master Plan establishes a strategy to run the City's storm and sanitary sewer infrastructure as a business. Effectively running a business (or infrastructure) requires, at a minimum, a thorough understanding of the costs necessary to provide a sustainable level of service to customers while meeting regulatory obligations. This also requires an earnest and continuous investment to replace aging components so as to prevent an overall degradation in the level of service and a resulting decrease in customer satisfaction.

For a municipality, short-term needs include assessment, repair and rehabilitation of storm and sanitary sewer collection networks to reduce the likelihood of flooding, erosion, and property damage (i.e. meeting the customer's basic needs). Long-term needs include ongoing investments to prevent infrastructure degradation and to address wastewater treatment limitations. Running a complex system of storm and sanitary infrastructure also requires an investment in information systems capable of tracking infrastructure conditions on a dynamic basis and alerting City staff of pending repair needs (i.e. Asset Management).

The key components of this Master Plan establish a "business plan" to meet the needs of the City's current residents and property owners while creating a foundation on which the City can build a growing and thriving economy.

In the 21st century, the City of Bloomington will rely on dependable infrastructure to attract businesses and maintain a high quality of life for its residents. Implementing the recommendations in this document will be necessary to allow the City to meet those needs.

## Determining Existing Problems

A drainage questionnaire was used to generate citywide feedback on the location and severity of storm and sanitary problems, such as street flooding and basement sewer backups. The response was excellent, and it revealed that residents experience problems throughout the system, especially in the City's older areas (Figure 2 includes an example based on flooding complaints).

- Hydrologic/hydraulic analysis of storm and sanitary sewer system components to identify flow bottlenecks
- Sewer televising data (interior pipe inspection reports in select locations)
- Sanitary sewer manhole inspections and smoke testing in select locations
- Sanitary sewer pump station inspections
- Streambank assessment

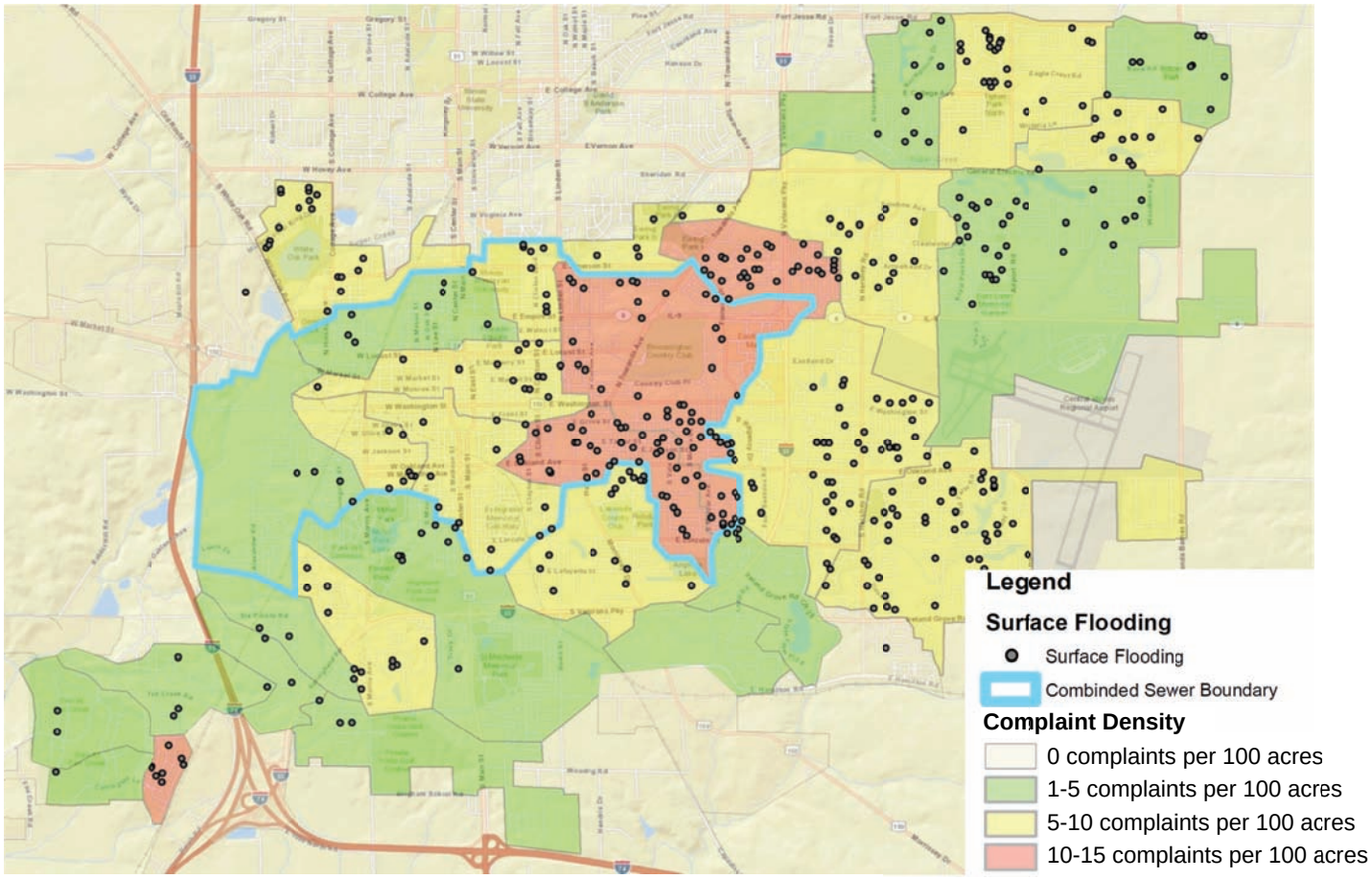



**Figure 2 – Surface Flooding Complaints (2012 Drainage & Flooding Survey)**

In addition to the questionnaire, multiple sources of information were used to identify and confirm the location and severity of system deficiencies:

- Flow meter and rainfall data for the sanitary sewer system (East Side Interceptor)
- Feedback from BNWRD staff regarding known system deficiencies and wet weather flow concerns in the sanitary sewer system
- Photos and personal accounts of known problems from City Public Works staff

## Regulatory Considerations

Significant changes are occurring at the US EPA and IEPA that will impact both wastewater and stormwater, and these changes will increase the role that communities will play in controlling wet weather flows, reducing surface water pollution, and investing in aging infrastructure. **Most importantly, these rules have incentivized communities throughout the United States to increase infrastructure investment by enforcing financial penalties for non-compliance.**

Stormwater Regulations: The City of Bloomington is regulated by a Municipal Separate Storm Sewer System (MS4) Permit administered by the IEPA. Currently, this permit requires the City to take specific steps to reduce stormwater pollution. Proposed rules by the US EPA would require the City to update land development ordinances and increase inspection/enforcement. This Master Plan includes projects and programs to address the likelihood of these changes.

Wastewater Regulations: The City's wastewater collection system flows into interceptor sewers and two wastewater treatment plants operated by BNWRD. BNWRD is regulated through an IEPA permit for its treated wastewater discharge. This permit obliges BNWRD to control wet weather flows and avoid any untreated or partially-treated discharge. Existing regulations also prohibit the bypass of flows from a separate sanitary sewer system (East Side Interceptor) to a combined sewer system. The US EPA is also considering new rules that would require the City of Bloomington to have their own permit for its collection system. This Master Plan includes projects that anticipate the wastewater regulatory environment through a Capacity, Management, Operation and Maintenance (CMOM) program.

Combined Sewer Regulations: The City has an IEPA permit for Combined Sewer Overflows (CSOs). Part of this permit requires a Long Term Control Plan (LTCP), which was drafted in 2003. The LTCP sets specific goals for CSO reduction or elimination. Many of the projects in this document are directly related to these regulatory commitments.

## Impact of this Master Plan on City and BNWRD Facilities

Although BNWRD is responsible for the system of interceptor sewers and two wastewater treatment plants serving the City of Bloomington, they are also directly impacted by the condition of the City's wastewater collection system. Deteriorating sewers allow more inflow/infiltration (wet weather flow) to enter the system, which creates an operational burden at both treatment plants. The recommendations in this Master Plan are focused on identifying the most cost-efficient solutions to meet the needs of both the City and BNWRD while extending the useful lives of both treatment plants.

Capital improvements will be focused on sewer system rehabilitation, wet weather storage, and meeting the needs of state/federal regulatory agencies.

The projects recommended in this Master Plan will:

- Maximize the use of both treatment plants, thereby avoiding more expensive capital investments to increase treatment capacity.
- Reduce the potential for Combined Sewer Overflows or other illegal untreated sewage discharges.
- Eliminate the bypass of wet weather flows from the East Side Interceptor system to the City's combined sewer system.
- Reduce operating costs at both treatment plants through reduced annual flow volumes.

## Educating and Involving the Public

Storm and sanitary infrastructure includes many components that are often not completely understood by the general public. Unfortunately, degradation of underground utilities remains unseen by the public until a system failure occurs, which explains the lack of public support for investment in something that is needed but cannot be observed. This Master Plan provides an opportunity for City staff and elected officials to reach out to the general public and educate them on the following issues:

- State of the City's infrastructure
- Importance of adequate investment for the benefit of the economy and future generations
- Need to comply with state and federal regulations
- Need to rehabilitate and replace infrastructure in order to prevent major disruption to the City's residents, businesses, and public institutions

The Executive Summary Appendix includes a set of questions and answers (Q&A) that can be used as a platform to communicate the overall intent of this Master Plan and achieve public buy-in to the goals established herein.

City of Bloomington

# Stormwater and Sanitary Sewer Master Plans

## Master Executive Summary
## APPENDIX

**Q&A Summary**
**Cost Summary (Detailed)**
**List of Technical Memoranda**

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# Q&A – Bloomington Stormwater and Sanitary Sewer Master Plan

**Q:** What are the benefits to residents through the implementation of this Master Plan?

**A:** The implementation of this Master Plan includes a rollout of a strategic asset management plan which will lower the overall life-cycle costs of the storm and sanitary sewer infrastructure through prioritizing expenditures on the most critical infrastructure, while identifying and fixing problems before they cause catastrophic problems to businesses and residents.

**Q:** Are the costs in this Master Plan redundant to work the City is already doing?

**A:** No. The costs identified in this document represent additional projects and programs necessary to manage existing infrastructure, meet Level of Service expectations, inspect/repair/rehabilitate aging infrastructure, and meet the City's obligations to state/federal regulatory agencies and BNWRD.

**Q:** Must the City of Bloomington spend the entire amount of money defined in this Master Plan?

**A:** These estimates are planning-level and intended to be comprehensive. The City should determine which recommendations are most critical. It may be possible to delay some projects to save money in early years, but the programs and projects identified in this document are important to meet the City's long-term needs.

**Q:** Why has the management of our infrastructure suddenly become so expensive?

**A:** Much of the City's current infrastructure was subsidized by federal programs (most of which are no longer available) and developers who financed the construction of sewers for new subdivisions. As those subsidized facilities (sewers, manholes, pump stations, treatment plants, etc.) are nearing the end of their service lives, it now becomes the City's (and its ratepayers') responsibility to maintain, rehabilitate, and replace this infrastructure.

**Q:** Are these infrastructure problems unique to the City of Bloomington?

**A:** No. Most cities like Bloomington have an increasing backlog of sewer infrastructure needs. Only recently have these issues manifested themselves in widespread problems as much of the explosive growth in the 1950s – 1990s has started to "catch up" with cities as this infrastructure begins to fail.

**Q:** Have state/federal regulations impacted the City's infrastructure costs?

**A:** Yes. Stricter wastewater regulations place more pressure on BNWRD to control wet weather flows and provide wastewater treatment under dry ***and*** wet conditions. New stormwater regulations require the City to maintain a program to reduce stormwater pollution. Emerging federal stormwater regulations will require additional attention to stormwater infrastructure and at a higher cost.

**Q:** Will storm and sanitary infrastructure costs go down after this Master Plan is fully-implemented?

**A:** The increased level of investment in sanitary and storm infrastructure will likely need to be sustained in order to maintain a system that meets the City's needs for future generations. As the City's infrastructure continues to age, new high-priority projects will emerge and will need to be addressed.

# Table A-1
# Master Plan Cost Summary (Detailed)

Present Value* of Capital Projects and Labor Needs

| | Memo ID** | Item # | Critical Project or Program | Early Action Projects (Years 1-5) | Long-Term CIP (Years 6-20) | Additional City Staffing Needs (FTEs) | Total 20-year Cost |
|---|---|---|---|---|---|---|---|
| Sanitary Sewer | SA4 | 1 | Complete Smoke Testing, Manhole Inspection and Sewer Televising in Priority Sewersheds | $ 635,000 | $ - | - | $ 635,000 |
| | SA3 | 2 | Manhole and Pipe Repairs Identified in SSES Memorandum | $ 410,000 | $ - | - | $ 410,000 |
| | SA4 | 3 | Arcadia / Broadmoor Rehabilitation Pilot Study | $ 1,653,000 | $ - | - | $ 1,653,000 |
| | SA3 | 4 | Post-Rehabilitation Flow Analysis | $ 100,000 | $ - | - | $ 100,000 |
| | SA2 | 5 | Hawthorne Collector Sewer Hydraulic Upgrade | $ - | $ 1,450,000 | - | $ 1,450,000 |
| | SA5 | 6 | Pump Station Control Upgrades | $ 583,000 | $ - | - | $ 583,000 |
| | SA4 | 7 | Wet Weather Storage Project (10 MG Tank) | $ - | $ 12,160,000 | - | $ 12,160,000 |
| | N/A | 8 | Locust/Colton – Remaining Sewer Separation Projects (primarily sanitary sewer costs) | $ 4,000,000 | $ 4,900,000 | - | $ 8,900,000 |
| | N/A | 9 | Citywide Sanitary Sewer Rehabilitation Program*** | $ 16,250,000 | $ 39,250,000 | 2.50 | $ 55,500,000 |
| | N/A | 10 | Pay off inter-fund advance | $ 1,900,000 | $ - | - | $ 1,900,000 |
| | | | **SUBTOTAL (SANITARY)** | **$ 25,531,000** | **$ 57,760,000** | **2.50** | **$ 83,291,000** |
| Storm Sewer | ST4 | 11 | Pond Inspection and Maintenance Program (Public and Private Ponds) | $ 2,055,000 | $ 6,165,000 | 0.55 | $ 8,220,000 |
| | ST5 | 12 | Floodplain/Floodway Encroachment Program | $ 375,000 | $ 1,125,000 | 0.25 | $ 1,500,000 |
| | ST4 | 13 | Urban Channel Retrofits | $ 1,375,000 | $ 2,225,000 | 0.15 | $ 3,600,000 |
| | ST5 | 14 | Floodplain Remapping | $ 330,000 | $ - | - | $ 330,000 |
| | ST5 | 15 | Detention Pond Retrofits | $ 450,000 | $ - | - | $ 450,000 |
| | ST4 | 16 | Streambank Stabilization (Planning Areas 4, 7, and 8) | $ - | $ 5,550,000 | 0.10 | $ 5,550,000 |
| | ST4 | 17 | Remove Railroad Hydraulic Restriction (Planning Area 8) | $ - | $ 3,300,000 | - | $ 3,300,000 |
| | ST3 | 18 | Urban Stream Repairs (From Streambank Inventory) and Ongoing Stream Inspections | $ 3,510,000 | $ 300,000 | 0.20 | $ 3,810,000 |
| | ST4 | 19 | Update Stormwater Ordinances | $ 130,000 | $ - | - | $ 130,000 |
| | ST2 | 20 | Storm Sewer Hydraulic Improvements | $ 642,000 | $ - | - | $ 642,000 |
| | ST2 | 21 | Sewer Separation Projects | $ 100,000 | $ 3,354,000 | 0.20 | $ 3,454,000 |
| | ST2 | 22 | Storm Trunk Sewer to Sugar Creek | $ - | $ 2,000,000 | - | $ 2,000,000 |
| | ST2 | 23 | Regional Stormwater Detention Facilities (Ponds 1 and 2) | $ - | $ 2,900,000 | 0.10 | $ 2,900,000 |
| | N/A | 24 | Pay off inter-fund advance | $ 250,000 | $ - | - | $ 250,000 |
| | | | **SUBTOTAL (STORM)** | **$ 9,217,000** | **$ 26,919,000** | **1.55** | **$ 36,136,000** |
| Asset Management | AM2 | 25 | ESRI/GIS/CCTV/MUNIS Tool Upgrades | $ 280,000 | $ 158,000 | - | $ 438,000 |
| | AM5 | 26 | CCTV Inspection Program (Ongoing) | $ 3,700,000 | $ 4,300,000 | 2.00 | $ 8,000,000 |
| | AM5 | 27 | Inventory Manholes/Structures | $ 120,000 | $ - | - | $ 120,000 |
| | AM5 | 28 | Manhole Inspection Program (Ongoing) | $ 446,000 | $ 850,000 | 0.25 | $ 1,296,000 |
| | AM5 | 29 | FOG Inspection Program | $ 1,200,000 | $ 3,700,000 | 2.50 | $ 4,900,000 |
| | AM5 | 30 | GIS Coordinator Position | $ 450,000 | $ 1,500,000 | 1.00 | $ 1,950,000 |
| | | | **SUBTOTAL (ASSET MANAGEMENT)** | **$ 6,196,000** | **$ 10,508,000** | **5.75** | **$ 16,704,000** |
| | | | **MASTER PLAN TOTAL** | **$ 40,944,000** | **$ 95,187,000** | **9.80** | **$ 136,131,000** |

* Present value based on a 20-year cycle of all costs identified above (assumes discount rate and inflation rate will cancel each other out)
Assumed overhead/fringe burden for new City staff: 50%

** Technical Memoranda Designation (identified costs referenced in memoranda as listed in Table A-2)

*** Based on approximately 1% of sewer system rehab/replacement per year

**Table A-2**
**List of Technical Memoranda**

| | Technical Memorandum Title | Projects / Programs Covered |
|---|---|---|
| Sanitary Sewer | East Side Interceptor Hydrologic Analysis **(SA1)*** | • Summarizes flow metering results, model calibration, and design peak flow calculations for the East Side Interceptor.<br>• Projects wastewater flows under future (Year 2035) conditions.<br>• Identifies high priority sewersheds requiring further evaluation. |
| | East Side Interceptor / GE Valley Collector: System Capacity Assessment **(SA2)** | • Hydraulic analysis of the East Side Interceptor and collector sewers in the GE Valley sewer district.<br>• Identifies existing hydraulic bottlenecks and proposed capital improvements. |
| | East Side Interceptor – Sanitary Sewer Evaluation Survey (SSES) **(SA3)** | • Results from smoke testing and manhole inspections in high priority sewersheds.<br>• Identifies inflow elimination and rehabilitation projects to reduce flows. |
| | East Side Interceptor – Wet Weather Alternatives **(SA4)** | • Details pilot program for sewer rehabilitation and wet weather flow reduction.<br>• Identifies wet weather storage needs and potential locations.<br>• Includes a cost-effectiveness analysis of various alternatives. |
| | Sanitary Pump Stations: SCADA Recommendations **(SA5)** | • Identifies improvements to control systems for efficient pump operations. |
| Storm Sewer | Delineation of Stormwater Problem Areas **(ST1)** | • GIS-based mapping of the results from the public survey for drainage and sewers.<br>• Establishes patterns used to prioritize areas for further analysis. |
| | Hydrologic / Hydraulic Modeling in Priority Watersheds – Oakland Avenue Watershed and Combined Sewer Separation Opportunities **(ST2)** | • Identifies solutions to relieve flooding in areas along Oakland Avenue (southeast of downtown).<br>• Identifies sewer separation and wet weather storage.<br>• Identifies significant wet weather flow reduction to the WWWTP. |
| | Streambank Inventory **(ST3)** | • Visual inspection of select reaches of open drainage channel, including the development of a new iPad application for GIS-based streambank assessment.<br>• Identifies repairs for high priority drainage channels. |
| | Greenways Plan / Sustainable Design Initiatives **(ST4)** | • Details a proposed City-wide detention pond inspection and maintenance/enforcement program for public and private ponds.<br>• Recommends specific locations for floodplain mapping revisions.<br>• Recommends standards for drainage channel protection and right-of-way widths in developing areas.<br>• Recommends urban drainage channel retrofits to enhance safety and ease-of-maintenance.<br>• Recommends planning/design policies for sustainable land development. |
| | Sugar Creek Analysis **(ST5)** | • Recommends floodplain remapping in the upper reaches of the Sugar Creek watershed.<br>• Identifies detention pond retrofit opportunities for peak flow reduction and water quality enhancement. |
| Asset Management | Pipe Condition Rating Methodology Recommendations **(AM1)** | • Establishes a methodology for the City to use in rating the structural condition of storm and sanitary sewers. |
| | GIS Based Infrastructure Rating System Pilot Area Evaluation – Phase 1 (CAP 1 & 2) **(AM2)** | • Summarizes the risk-based approach to evaluate existing infrastructure.<br>• Establishes methodologies for the City to use in determining *risk of failure* and *consequence of failure*. |
| | Asset Management Program Work Order Needs Analysis **(AM3)** | • Recommendations to enhance the tracking of maintenance, work orders, and its integration with MUNIS. |
| | Assessment for CCTV Inspections **(AM4)** | • Includes recommendations to improve the CCTV inspection process to more accurately represent actual pipe conditions. |
| | Best Management Practices (BMPs) for Bloomington Storm and Sanitary Utility Operations **(AM5)** | • Program recommendations, staffing levels, and cost estimates to implement the Asset Management Program.<br>• References to best practices from other communities. |

* *Memo designation (see Table A-1 for links between costs and associated memoranda)*

Sanitary Sewer Technical Memoranda

# SAN1 - EAST SIDE INTERCEPTOR SYSTEM HYDROLOGIC ANALYSIS

# East Side Interceptor System
# Hydrologic Analysis

## Executive Summary

The hydrologic analysis was performed to quantify the response of the East Side Interceptor Sewer to wet weather events and to determine the design event for future capital improvements. This effort is a result of concerns about excessive inflow and infiltration ("I/I") entering the sewer system and overwhelming the Southeast Wastewater Treatment Plant (SEWWTP).

During wet weather, the collection system conveys higher flows. When the flow rate is expected to exceed the treatment capacity at the SEWWTP, the Bloomington-Normal Water Reclamation District (BNWRD) diverts flows from the East Side Interceptor to the City's older sewers. This situation is not desirable, as it can place an additional burden on the sanitary sewers on the City's west side.

This analysis relied on data received from over a dozen temporary flow meters, each strategically placed in the collection system to help define the wet weather response in different locations.

## Key Findings

- The Year 2012 design event wet weather flow generated in the East Side Interceptor system, 46 cfs, exceeds the treatment capacity of the SEWWTP of 26 cfs. This results in significant flow diversion to the older sewer systems on the City's west side.
- The Year 2035 design event wet weather flow is estimated at 69.2 cfs.
- Several sub-districts within the East Side Interceptor service area were identified as having elevated I/I response compared to other sub-districts.
- Seasonal variations in observed 7-day minimum flows are typical of other wastewater collection systems, although spikes during wet weather suggest there is an opportunity to reduce the magnitude of wet weather fluctuations and reduce the volume of treated flow to the SEWWTP.
- Based on our review of similar collection systems throughout the Midwest, the East Side Interceptor system does not appear to have extraordinarily high I/I levels as compared to other collection systems, although the measured wet weather flow volume is slightly higher than the median of similar metered sewer systems

## Recommendations

- The City should work closely with BNWRD to continue the flow metering program. Additional flow data will only help to increase the confidence in the sizing and design of future capital projects.

*No specific cost summaries are included with this memorandum. This document consists of hydrologic findings only. All recommended projects resulting from this analysis are covered in the accompanying memoranda in the Sanitary Sewer Master Plan.*

Sanitary Sewer Technical Memoranda

# SAN2 - EAST SIDE INTERCEPTOR / GE VALLEY COLLECTOR SYSTEM CAPACITY ASSESSMENT

# East Side Interceptor / GE Valley Collector
# System Capacity Assessment

## Executive Summary

This Technical Memorandum serves as a companion document to the *East Side Interceptor Hydrologic Analysis*. This document focuses on the hydraulic capacity of the East Side Interceptor, GE Valley collector sewer, and the GE Valley Pump Station. Specific actions are identified to address the hydraulic deficiencies that may have an adverse impact on existing and/or future flow scenarios. This will help to accomplish the following:

- Ensure the long-term functionality of the East Side Interceptor and an adequate Level of Service for City of Bloomington residents and businesses.
- Prevent hydraulic surcharging that could result in basement backups or Sanitary Sewer Overflows.
- Eliminate flow diversions to the City's older sewer systems tributary to the West Wastewater Treatment Plant.

## Key Findings

- The East Side Interceptor is adequately sized to handle design-event wet weather flows with no or minimal hydraulic surcharge.
- The GE Valley Pump Station does not have enough capacity to manage wet weather flows without diverting flows to the City's combined sewer system.
- The Hawthorne Collector Sewer (City-owned sewer system component upstream of the GE Valley Pump Station) is undersized and presents a risk for system surcharge, especially as the City continues to grow eastward.

## Recommendations

- Increase the hydraulic capacity of the Hawthorne Collector Sewer by installing a hydraulic relief at the GE Road / Airport Road intersection.
- Upgrade the GE Valley Pump Station to provide pumping capacity to manage the design event flow rate without diversion to the combined sewer system.

| Cost Summary | |
|---|---|
| Hawthorne Collector Hydraulic Improvements (Alternate 2) | $ 640,000 |
| GE Valley Pump Station Expansion | $ 810,000 |
| **TOTAL** | **$ 1,450,000** |

Sanitary Sewer Technical Memoranda

# SAN3 - SANITARY SEWER EVALUATION SURVEY (SSES)

# Sanitary Sewer Evaluation Survey (SSES)

## Executive Summary

This field-based effort targeted the sewer districts identified in the *Hydrologic Analysis Memorandum* where the City has the greatest potential to achieve inflow/infiltration (I/I) source reduction through the elimination of unintended inflow sources and rehabilitating sewer structures that may be susceptible to elevated infiltration levels.

The SSES investigation included a field evaluation of 151 manholes and approximately 40,000 lineal feet of sewer mains within the East Side Interceptor service area.

## Key Findings

- Numerous defects were observed in the inspected sanitary manholes. Although most of these defects do not require immediate attention, many introduce inflow/infiltration into the sanitary sewer system.
- A total of 731 gpm (about 1.6 cfs) of inflow/infiltration is estimated to enter the sanitary sewer system through the inspected manholes. About 75% of this is due to direct inflow and about 25% due to infiltration.
- Four locations were identified where surface runoff can directly enter the sanitary sewer system.

## Recommendations

- Rehabilitate sewer manholes that have been identified as significant I/I sources. Most of these manholes have significant defects (cracks, openings) that can be cost-effectively addressed.
- Eliminate known inflow sources as identified in this document. These include direct connection of surface runoff to the sanitary sewer system.
- Contact property owners where private sources of I/I were identified through smoke testing, and request the necessary repairs be made. These sources can usually be repaired at minimal cost.
- Complete the SSES within the Stern, Arcadia and Broadmoor sewer districts.
- Re-evaluate the collection system after early rehabilitation using post-rehabilitation flow meter and rainfall data.

| **Planning-Level Cost Summary** | |
|---|---|
| Complete the SSES for remaining priority districts | $ 240,000 |
| Targeted I/I source removal projects | $ 510,000 |
| **TOTAL** | $ 750,000 |

Sanitary Sewer Technical Memoranda

# SAN4 - WET WEATHER ALTERNATIVES EAST SIDE INTERCEPTOR SYSTEM

# Wet Weather Alternatives
# East Side Interceptor System

## Executive Summary

The East Side Interceptor sewer, which conveys wastewater flows from the east side of the City of Bloomington to Southeast Wastewater Treatment Plant (SEWWTP), experiences elevated flows during wet weather due to inflow and infiltration into the pipes. Although this is not uncommon for wastewater collection systems, it creates problems for the Bloomington-Normal Water Reclamation District (BNWRD), as the SEWWTP does not have adequate treatment capacity to handle wet weather flows. To manage this, BNWRD currently diverts a portion of the East Side Interceptor system wet weather flow to the City's older sewer system on the west side. This is undesirable to both the City and BNWRD.

In the near term, the City will need to address excess peak flows and flow volumes resulting from wet weather, and implement a continuous inflow/infiltration evaluation and removal program that is modeled after the EPA's Capacity, Management, Operations and Maintenance (CMOM) regulations.

## Key Findings

- The most cost-efficient method to address wet weather flows is through storage (via tank or holding pond).
- Increasing the treatment capacity at the SEWWTP is the least cost-efficient method to address wet weather flows.
- Footing drain removals can help to reduce excess flows, although it is uncertain how many footing drains are still connected to the sanitary sewer system.
- Preliminary estimates indicate that approximately 10% of I/I may be removed from areas within the target sewer districts as part of the proposed pilot program efforts.

## Recommendations

- Perform additional smoke testing and manhole inspections in the high priority meter districts.
- Clean and televise sewers within the high priority meter districts.
- Perform a pilot inflow/infiltration removal program in the Arcadia meter district. Pre-rehabilitation flow meter data should be compared to post-rehabilitation to determine cost-effectiveness.
- Evaluate the prevalence of footing drains connected to the sewer system and disconnect those footing drains. This effort will focus on the Broadmoor meter district. Pre-rehabilitation flow meter data should be compared to post-rehabilitation to determine the cost-effectiveness of footing drain removal.
- Update City policies on footing drain removals and sewer lateral replacement.
- Install a partially-buried wet weather storage tank near the Little Kickapoo Pump Station.

| Cost Summary | |
|---|---|
| Wet Weather Storage near Little Kickapoo Pump Station | $ 12,160,000 |
| Inflow/Infiltration Evaluation and Source Removal Program | $ 2,288,000 |
| **TOTAL** | **$ 14,448,000** |

Sanitary Sewer Technical Memoranda

# SAN5 - SANITARY PUMP STATION SCADA (Supervisory Control and Data Aquisition) SYSTEM

# Sanitary Pump Station SCADA
# (Supervisory Control And Data Acquisition) system

## EXECUTIVE SUMMARY

This summary serves as a companion document to the Sanitary Pump Station SCADA system Technical Memorandum dated December 11, 2013, prepared by Foth for the City of Bloomington.

This memorandum was prepared to:

1. Study and evaluates the control, monitoring and alarm systems for the City's sanitary sewage pump stations
2. Outline actions necessary to improve the reliability and efficiency of these systems.

### Key Findings

1. The pump stations are not supervised by on-site staff.
2. Each pump station has a unique control, monitoring and alarm system.
3. Recorded operational data is limited, varies from station to station, and severely limits the ability to perform comprehensive station performance evaluations.
4. Remote alarms give limited information to the operators, requiring immediate site visits for any station alarm condition.
5. Reliable and efficient remote control, monitoring and alarm systems are necessary to improve system reliability and reduce operating costs.

### Recommendations

1. Create and adopt standards for monitoring, control and alarm hardware.
2. Create and adopt standards for a SCADA (Supervisory Control And Data Acquisition) system.
3. Upgrade, remove and replace pump station hardware to comply with the adopted standards.
4. Implement a fully integrated and upgradeable SCADA system to monitor and control the pump station, improve system reliability and increase the City's operational efficiency.

The estimated project cost to implement the recommendations in this memorandum is $583,000.

Stormwater Technical Memoranda

# ST1 - DELINEATION OF STORMWATER PROBLEM AREAS

# DELINEATION OF STORMWATER PROBLEM AREAS

## EXECUTIVE SUMMARY

This summary serves as a companion document to the Delineation of Stormwater Problem Areas Technical Memorandum dated December 11, 2013, prepared by Foth for the City of Bloomington.

This memorandum was prepared to:

1. Assist City staff with a general understanding of the extent of stormwater issues throughout the community.
2. Prioritize watershed(s) for further analysis based on the severity and density of the stormwater issues.

Questionnaires were distributed to City residences and businesses via City water bills. Over 2,300 questionnaire responses were received. All responses were reviewed, compiled and entered into the City's GIS database, together with other known stormwater issues documented by City staff.

### Key Findings

1. Drainage issues are widespread throughout the City.
2. The frequency of flooding instances per acre, indicative of drainage issues, varies for each watershed in the City.
3. Based on questionnaire responses, the Oakland watershed, southeast of downtown, was found to have the highest density of reported surface flooding and basement flooding within the City.
4. City staff-reported issues in the Oakland watershed occurred at approximately eight times the average rate within the City.
5. Combined sewer overflows exist on Maizefield Avenue within the Oakland watershed.
6. Based on the above, the Oakland watershed was found to have the highest priority for further analysis.

### Recommendations

The Oakland Avenue watershed is recommended for further study to identify potential solutions to the flooding problems in this watershed.

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Stormwater Technical Memoranda

# ST2 - HYDROLOGIC/HYDRAULIC MODELING IN PRIORITY WATERSHEDS, OAKLAND AVENUE WATERSHED STORMWATER MODEL, COMBINDED SEWER SEPARATION OPPORTUNITIES

**HYDROLOGIC/HYDRAULIC MODELING IN PRIORITY WATERSHEDS**
**OAKLAND AVENUE WATERSHED STORMWATER MODEL**
**COMBINED SEWER SEPARATION OPPORTUNITIES**

## EXECUTIVE SUMMARY

This executive summary is for the above Technical Memorandum dated December 11, 2013, prepared by Foth for the City of Bloomington as part of the Sewer Master Plan.

### Introduction

The Oakland Avenue watershed was found to have the highest density of stormwater issues in the City (See companion Technical Memorandum - Delineation of Stormwater Problem Areas) and was recommended for further analysis. A computer Hydrologic/ Hydraulic (H/H) model using XP-SWMM was created for the watershed. Findings and recommendations based on computer modeling are presented including confirmation of system deficiencies and identification of potential system improvements.

Potential improvements included in the analysis, requested by City staff, are:

1) Separation of combined sewers in the Oakland Avenue watershed
2) Construction of a stormwater outlet from the Oakland Avenue watershed to Sugar Creek
3) Construction of two detention basins along the stormwater outlet.

Planning level cost estimates for the improvements are prepared to assist with the development of a Capital Improvement Plan (CIP).

### Key Findings

Widespread surcharging occurs in the Oakland Avenue watershed combined sewer system, resulting in periodic basement flooding, street flooding and system overflows. Separating sanitary and storm flows can mitigate flooding and system overflows. Based on the H/H model analysis, sewer separation centered on reconfiguring the original combined sewer into a sanitary sewer and reconfiguring the 1946 relief combined sewer into a storm sewer is technically feasible and has merit. A phased improvement plan based on this reconfiguration was modeled and planning level cost estimates prepared.

### Recommendations

A 4-phase improvement plan is recommended as follows:

**Phase 1** - small scale, localized improvements to the combined sewer system. These improvements include modifications to a weir junction chamber along Taylor Street, installation of storm sewers along McGregor Avenue, additional study of flooding at the intersection of Oakland Avenue and Meadows Avenue, and elimination of the CSOs

along Maizefield Avenue at Kreitzer Avenue and Florence Avenue. Phase 1 estimated cost is $742,000.

**Phase 2 -** initiates sewer separation in the Oakland Avenue watershed. Reconfiguration of the 1946 parallel relief sewer system into a dedicated storm sewer system is proposed. The H/H model indicated that the 1946 relief sewers, if disconnected from the original combined sewers, would have reasonable capacity to convey stormwater. Supplemental new downstream storm sewers are requires. Following separation, the original combined sewer would function as a sanitary sewer, greatly reducing basement sewer backups and combined sewer overflows. Phase 2 estimated cost is $3,354,000.

**Phase 3 -** construction of a storm sewer outlet and a stormwater detention basin for the Phase 2 sewer separation improvements. The detention basin, Pond 1, is located at the site of the City's public works facility on the south side of the downtown area. These improvements will decrease upstream flooding and reduce the peak discharge into the undersized downstream combined sewers. Phase 3 estimated cost is $2,115,000.

**Phase 4 -** construction of a second detention basin, Pond 2, at the current Nicor Gas facility and a conveyance network along Constitution Trail from the Phase 3 improvements (Pond 1) to Pond 2 and then on to Sugar Creek. This complete stormwater separation will divert an estimated 200 million gallons of stormwater per year from the treatment facility by discharging separated stormwater directly to Sugar Creek. Phase 4 estimated cost is $2,855,000.

| Summary of Planning Level Costs for Phases 1 - 4 | |
|---|---|
| Phase 1 | $742,000 |
| Phase 2 | $3,354,000 |
| Phase 3 | $2,115,000 |
| Phase 4 | $2,855,000 |
| Total | $9,066,000 |

**Summary**

Implementation of the four-phase sewer separation improvement plan outlined herein will reduce peak flows in the system, reduce peak discharges to Sugar Creek, mitigate basement flooding caused by sewer backups and reduce system flooding. Stormwater flows from the Oakland Avenue watershed, currently discharging to the sewage treatment facility, would be diverted away from the plant directly to Sugar Creek. Estimated total project cost is $9.1 million

Stormwater Technical Memoranda

# ST3 - STREAMBANK INVENTORY

# STREAMBANK INVENTORY

## EXECUTIVE SUMMARY

This summary serves as a companion document to the Streambank Inventory Technical Memorandum dated December 11, 2013, prepared by Foth for the City of Bloomington.

The South Branch Sugar Creek, Goose Creek, and Kickapoo Creek are major drainage ways within the City. These streams, together with other open channels, comprise approximately 59 miles. The City does not have an active inventory or assessment of these channels. Many channel reaches have received no maintenance, are experiencing moderate to severe erosion, and require rehabilitation.

This Memorandum summarizes findings from a pilot program undertaken to make an initial assessment of 4 miles of the City's channels using the Unified Stream Assessment (USA) method. Data collection and processing was streamlined using StreamSites, a proprietary web-based tablet application to store and analyze data in a GIS environment. Graphical and tabular summaries of channel ratings are presented. Recommended repairs and associated planning level cost estimates for two severely eroded channel reaches identified in the pilot program are outlined.

**Key Findings**

1. One-third (1/3) of channels assessed in the pilot program have eroded banks classified as "poor" or "severe" and are in need of rehabilitation.
2. In order to assess a variety of channels, some channel reaches with known problems were selected for the pilot program. The length of problem channel reaches selected for the pilot program may not be indicative of all problem channel reaches in the City. Therefore, extrapolation of data from the pilot program to all City channels may lead to erroneous estimates.

**Recommendations**

1. Expand the pilot program to create an initial assessment of all channels in the City. Use the assessment to prioritize channels requiring rehabilitation based on the severity of channel erosion.
2. Adopt a two trigger system (Static and Dynamic) to schedule periodic re-inspections.
3. Develop a Capital Improvement Plan for urban streams in the City based on a watershed approach. The Plan should include priorities based on the Unified Stream Assessment (USA) evaluations and include budgets based on incorporating the cost-effective rehabilitation options for each reach, including the evaluation of deploying BMP's in the contributing watershed.
4. Initiate early action repairs on two severely eroded channels identified in the Pilot Program along Sugar Creek and Little Kickapoo Creek (Brookridge Branch). Estimated rehabilitation cost is $2.5 million and $1 million respectively.

Stormwater Technical Memoranda

# ST4 - GREENWAYS PLAN - SUSTAINABLE DESIGN INTIATIVES

# Greenways Plan
# Sustainable Design Initiatives

## Executive Summary

This plan provides a roadmap to address future development along waterways (riparian corridors) in order to protect the "backbone" of the City's existing and future stormwater infrastructure and identify policy changes that will help to provide a more sustainable framework for land development. This plan is critical to allow for both environmental and economic sustainability.

## Key Findings

- Existing drainage channels are experiencing severe erosion and places private property at risk of damage.
- A lack of easements makes drainage channel maintenance difficult or impossible.
- 73 city-owned detention ponds and over 300 privately-owned detention ponds experience significant problems resulting from a lack of maintenance. This can increase flooding risk and pose a threat to surface water quality.
- Existing City staffing is not sufficient to inspect stormwater infrastructure and implement maintenance programs necessary to avoid future damage due to failed systems.

## Recommendations

- Revise floodplain boundaries at key locations where development has occurred.
- Implement streambank restoration projects and modify existing drainage channels to better withstand urban runoff.
- Implement a City-wide detention pond inspection and maintenance program.
- Establish a Greenway standard for new developments to accommodate drainage channels, pedestrian access, and maintenance access.
- Identify locations for regional stormwater detention in the City's key Planning Areas.
- Update the City's Manual of Practice to address stormwater management in order to meet pending changes to federal and state rules.
- Increase the rate for fee-in-lieu for stormwater detention to match actual costs for stormwater management.

| Planning-Level Cost Summary | |
|---|---|
| Detention Pond Inspection/Maintenance Program | $ 6,470,000 |
| Drainage Channel Improvements and Related Studies | $ 12,380,000 |
| **TOTAL** | $ 19,030,000 |

Stormwater Technical Memoranda

# ST5 - SUGAR CREEK ANALYSIS

# Sugar Creek Analysis

## Executive Summary

The City has recently experienced rapid development within the Sugar Creek watershed, which is on the City's east side (primarily north of the airport). New development, including the construction of numerous regional detention ponds, has changed the runoff characteristics within the upper reaches of Sugar Creek.

The purpose of this analysis is to identify changes to hydrologic response and associated floodplain elevations since the previous hydrologic and hydraulic analyses were performed in 1993 by the Illinois Department of Natural Resources (IDNR). Since that time, significant development has occurred in the headwaters of Sugar Creek (east of Veterans Parkway). Dozens of properties are within the official 100-year floodplain, which places a high economic burden on landowners through required flood insurance premiums.

## Key Findings

- The Tipton Park detention ponds are not operating as intended. The predicted high water levels are significantly higher than the design high water levels, which could impact properties adjacent to the detention ponds.
- Stormwater ordinances in the City of Bloomington have resulted in the construction of over 560 acre-feet (182 million gallons) of stormwater detention pond storage in the Sugar Creek watershed, east of Veterans Parkway. This has a significant impact on reducing flood potential along the Sugar Creek, especially from Airport Road to Hershey Road. Some ponds have spare storage capacity.
- The FEMA official 100-year floodplain is no longer accurate, especially east (upstream) of Veterans Parkway. It generally over-predicts flood risk, which could impact land development potential.

## Recommendations

- First floor and basement elevations within the Tipton Park Subdivision should be verified to determine whether there is a flood risk along the existing detention ponds.
- Targeted retrofits to existing detention ponds can further reduce flood potential and can enhance water quality. Furthermore, this spare volume could be sold to nearby land developers as regional stormwater detention. Four detention ponds are recommended for retrofit.
- Prepare a Letter of Map Revision (LOMR) and submit to FEMA for review and approval. This will help establish a more accurate floodplain boundary within the watershed. Up to 42 structures could be removed from the floodplain as a result of this effort.

| **Planning-Level Cost Summary** | |
|---|---|
| Detention Pond Retrofits and FEMA LOMR | $ 460,000 |
| **TOTAL** | **$ 460,000** |

Asset Management Technical Memoranda

# AM1 - PIPE CONDITION RATING METHODOLOGY RECOMMENDATIONS

# PIPE CONDITION RATING METHODOLOGY RECOMMENDATIONS

## CITY OF BLOOMINGTON, IL
## DECEMBER 11, 2013

## Executive Summary

This memorandum serves as a companion document to *GIS Based Infrastructure Rating System* (December 11, 2013). It provides a methodology for evaluating interior sanitary and storm sewer pipe condition.

**Recommendations**

- The National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) has become the industry standard for rating the interior condition of gravity pipelines. The method utilizes the PACP system of scoring defects or observations through closed-circuit television (CCTV) inspection of pipelines. It is recommended that the City of Bloomington require all CCTV inspections to comply with NASSCO-PACP specifications.
- The City of Bloomington Engineering Department utilizes PipeTech software for performing CCTV inspections. It is recommended that an automated business tool is developed to transfer pipe inspection rating scores into the Department's GIS system. This will automate storage of the data so that it can be used as part of the Department's Asset Management Program. Similarly, the business tool would include routines to back up historical data from previous inspections, so that it is accessible and not overwritten.
- It is recommended that an independent Quality Assurance review of Bloomington CCTV inspections is performed annually to evaluate its compliance with NASSCO PACP specifications. It is essential that inspections are carried out in a uniform, repeatable and compliant manner. The review would include a face-to-face feedback session for public works technicians and engineering staff.

The estimated costs for the above recommendations are summarized in the following table.

*Table 0. Costs for Pipe Condition Methodology Implementation*

| Product | Description | Cost Estimate | Time Estimate |
|---|---|---|---|
| CCTV Integration Tool | Tool to automate transfer of CCTV inspections into City's GIS. This would include on-site testing, training and deployment. | $8,500 (one-time) | 1 Week |
| Comply with NASSCO PACP specifications for CCTV Inspections | Quality assurance to insure compliance | $5,000 (annual) | 2 weeks for review and 4 hrs for feedback session |

2014 City of Bloomington
Stormwater and Sanitary Sewer Master Plans

Asset Management Technical Memoranda

# AM2 - GIS BASED INFRASTRUCTURE RATING SYSTEM

# GIS BASED INFRASTRUCTURE RATING SYSTEM

## DECEMBER 11, 2013

## EXECUTIVE SUMMARY

The following Memorandum provides specific guidelines and recommendations for the development of a GIS Based Infrastructure Rating System. This tool is a critical component of an overall strategic and justifiable approach to evaluating, prioritizing and selecting the most critical sewer/stormwater infrastructure elements on which to target funding and maintenance efforts. Bloomington's end goal for such activities is to reduce life cycle costs for its sewer assets and to practice "smart" operations, maintenance, and replacement actions that are coordinated with related asset activities including road repair and utility replacement.

The Rating System establishes a business risk score for selected assets taking into account identifiable factors that contribute to the likelihood for an asset to fail as well as those indicating a severe impact to the City of Bloomington (COB), its customers or the community if a particular asset were to fail. It relies on efficient tracking of work order history, age of infrastructure, and other data in a well maintained database that can be linked and compared to current and future planned projects across the City's departments (Parks, Engineering, Water, etc.). The frequency of large scale and potential costly failures is reduced through the use of the database in the planning and execution of repair, rehabilitation and replacement activities. At the same time, redundancy in expenditures is achieved through coordination between departments of infrastructure related activities.

The GIS Based Rating Tool has been developed to function within COB's current GIS system and information layers. One of the caveats with this particular Tool is that it is largely based on available data sources, many of which have limited historical information. Additionally, with the implementation of MUNIS or an alternative system for handling work orders and inspections currently pending along with the possible transition by COB from a file-based GIS system to a possible enterprise database system, the format and location of many supporting data references is certain to change. Therefore it is necessary to implement the following recommendations for the effective application of the GIS Tool:

1. The supporting data structures must be in place and well organized.
2. The required scripting tools must be in place and properly maintained

Costs associated with these recommendations are estimated as follows:

*Table 0 – Future Costs Associated with GIS Based Infrastructure System*

| Product | Description | Cost Estimate | Time Estimate |
|---|---|---|---|
| Consulting/GIS BRE Toolset Development/Maintenance | Ongoing Maintenance & Support | $10,500 | Annual Service (estimated at approximately 100 hours) |
| CCTV Integration Tool | Tool to automate transfer of CCTV inspections into Business Risk Model. This would include on-site testing, training and deployment. | $8,500 | 1 Week |
| MUNIS GIS Integration | Data conversion and business automation tools. GIS and asset management data integration and web enablement. | $100,000 – $250,000 | 1 Time Service (potential minor upgrades every several years as software updates occur) |

2014 City of Bloomington
Stormwater and Sanitary Sewer Master Plans

Asset Management Technical Memoranda

# AM3 - ASSET MANAGEMENT PROGRAM WORK ORDER NEEDS ANALYSIS

# Asset Management Program Work Order Needs Analysis
# City of Bloomington, IL
# Michael Baker Jr., Inc.
# December 11, 2013

## Executive Summary

The City of Bloomington Public Works Department (COBPW) has initiated the development and implementation of an asset management program (AMP) for its storm and sewer infrastructure. Implementation of the AMP will result in a strategic and justifiable approach for evaluating, prioritizing and selecting the most critical sewer/stormwater infrastructure elements in order to target funding and maintenance efforts. The goal of such activities is to reduce life cycle costs for its sewer assets and to practice "smart" operations, maintenance, and replacement actions that are coordinated with related asset activities including road repair and utility replacement.

The implementation of a successful Asset Management Program (AMP) starts with having an accurate inventory of assets together with the means to track operations and maintenance (O&M) actions and associated repair costs. COBPW wishes to continue leveraging the efficiency of using GIS tools for accomplishing these objectives, such that the efficient capture, restoration, and editing of asset inventories in a GIS environment is indispensable. COBPW thus requires what is known as a GIS-based AMP of which the foundation is an asset management system.

Given that the City of Bloomington (COB) has selected MUNIS® ERP for the management of its assets, this memorandum describes needed functions that COBPW requires (from MUNIS or otherwise) in order to implement its Asset Management objectives. A key component for COB will involve geo-enabling the MUNIS asset management system. The MUNIS system's current non GIS-centric approach to asset management will otherwise limit its ability to perform the tracking and inventorying functions critical to COBPW's objectives.

The over-arching recommendation of this memorandum is to establish an interface between COBPW's GIS system and MUNIS such that asset additions, modifications, and repair activities are originated and directed from the GIS system. A rough estimate of the costs for implementing and maintain this functionality is provided in Table 1. The first item is an annual support service that covers other items in addition to MUNIS-COBPW interface upkeep, such as GIS-based infrastructure rating tools and pipe inspection software. The second item may be thought of as an interface that allows COBPW's GIS and MUNIS to "talk" to one another.

Table 1 GIS SERVICES FOR OPTIMIZATION OF INFRASTRUCTURE MANAGEMENT - COST ESTIMATE

| Product | Description | Cost Estimate | Time Estimate |
|---|---|---|---|
| Consulting/GIS BRE Toolset Development/Maintenance | Ongoing maintenance & Support | $10,500 | Annual Service (Amount estimated at approximately 100 hours of support) |
| MUNIS GIS Integration | Data conversion and business automation tools. GIS and asset management data integration and web enablement. | $100,000 – $250,000 | One Time – Approximately 6 months |

Asset Management Technical Memoranda

# AM4 - ASSESSMENT FOR CCTV INSPECTIONS

JANUARY 17, 2013

# Executive Summary

The City of Bloomington contracted Michael Baker Jr., Inc. (Baker) to provide an assessment of the closed circuit television (CCTV) inspection of sixteen (16) pipe segments. Baker evaluated CCTV videos and inspection forms for compliance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP). This report provides a summary of the deficiencies identified in the provided CCTV video and logs, and provides recommendations that will assist the City of Bloomington's staff with completing PACP-compliant inspection reviews. Proper evaluation of CCTV inspections using PACP is key to the success of the City's asset management program under development.

**Recommendations**

- The National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) has become the industry standard for rating the interior condition of gravity pipelines. The method utilizes the PACP system of scoring defects or observations through closed-circuit television (CCTV) inspection of pipelines. It is recommended that the City of Bloomington require all CCTV inspections to comply with NASSCO-PACP specifications.
- It is recommended that an independent Quality Assurance review of Bloomington CCTV inspections is performed annually to evaluate its compliance with NASSCO PACP specifications. It is essential that inspections are carried out in a uniform, repeatable and compliant manner. The review would include a face-to-face feedback session for public works technicians and engineering staff.

The estimated costs for the above recommendations are summarized in the following table.

*Table 1. Costs for Compliance with NASSCO PACP specifications for CCTV Inspections*

| Product | Description | Cost Estimate | Time Estimate |
|---|---|---|---|
| Comply with NASSCO PACP specifications for CCTV Inspections | Quality assurance to insure compliance | $5,000 (annual) | 2 weeks for review and 4 hrs for feedback session |

Asset Management Technical Memoranda

# AM5 - BEST MANAGEMENT PRACTICES (BMPS) FOR BLOOMINGTON STORM AND SANITARY UTILITY OPERATIONS

# Best Management Practices (BMPs) for Bloomington Storm and Sanitary Utility Operations
# City of Bloomington, IL
# Michael Baker Jr., Inc.
# December 11, 2013

## Executive Summary

The following Memorandum provides specific guidelines and recommendations for the operation, maintenance and management of the City of Bloomington's storm and sanitary assets. The recommendations focus primarily on buried assets, though many of the strategies are applicable to above ground assets as well. The Memorandum includes details for Best Management Practices (BMP) that will reduce infrastructure life-cycle costs and result in increased stakeholder satisfaction.

For each BMP a cost estimate or framework for implementation has been provided. A summary of the cost estimates developed is presented below in Table 1. The summary indicates the total number of personnel required. In some cases Bloomington may already have existing staff employed in these positions; the table does not account or subtract for this. It is meant to provide guidance on the approximate operations, maintenance and data management investments going forward that the City of Bloomington should make in order to implement an effective sanitary sewer and stormwater program that meets established levels-of-service goals while meeting regulatory requirements and optimizing cost expenditures. Investments in actual infrastructure improvements are not included in the Memorandum, having been presented in other Master Plan documents provided by the consultant team.

A summary of recommendations provided in the sections of this report (corresponding to Table 1) is as follows:

- GIS ESRI Model Incorporation - Implement updates to COBPW's GIS database system to incorporate an ESRI Local Government Model to improve efficiency of management of critical infrastructure data
- Manhole Inventory - Perform a complete inventory of manhole structures and incorporate into COBPW's GIS data base, to permit efficient management of operations, management and repairs.
- GIS Asset Management Tools Support - COBPW has invested in the development of GIS based asset management tools that allow more efficient decision making regarding maintenance activities as well as timing of repair, rehabilitation and replacement of deteriorating infrastructure. It is necessary that ongoing support for tool upgrades and maintenance is provided.

- CCTV Integration Tool - It is recommended that an automated business tool is developed to transfer pipe inspection rating scores from COBPW's CCTV PipeTech software into the Department's GIS system. This will automate storage of the data so that it can be used as part of the Department's Asset Management Program.
- MUNIS GIS Interface for COBPW - The MUNIS system currently does not allow asset modifications and additions to be linked, or driven, by updates performed in COBPW's GIS system. This will limit executing the tracking, modification and inventorying functions critical to COBPW's asset management objectives. It is therefore recommended to establish an interface between COBPW's GIS system and MUNIS such that asset additions, modifications, and repair activities are originated and directed from the GIS system, while permitting automated transfers of information such as service calls and work order frequency.
- Establish GIS Coordinator position – COBPW currently has one GIS staff person and also makes use of summer interns. The staff person spends a significant portion of his time responding to requests for information from internal and external departments and agencies. The use of industry-standard informational tools that enable lower O&M and repair costs requires a full time, dedicated professional with the necessary experience and availability. It is recommended that COBPW add a new GIS coordinator or manager to its staff. This position description includes providing direction to all GIS related technology initiatives, coordinating GIS related training support, and implementing centralized GIS data management. Execution of consistent application of policies, procedures, and standards would be included along with implementing actions to accomplish long term asset management objectives.
- CCTV Inspection Program – To adequately project pipe renovation costs as part of Bloomington's Master Plan, as well as to gauge the rate of deteriorating infrastructure, it is necessary to establish an initial baseline condition concerning interior pipe condition. COBPW should carry out inspections of its entire sanitary system within five years, after which follow-on inspections would be performed at longer intervals depending on the risk that a pipe presents to the community.
- Manhole Inspection Program – Similar to the CCTV inspection program, Baker recommends that COBPW establish a manhole inspection program on a similar time interval. Manholes are a significant contributor of infiltration, cave-ins, and other issues when not adequately addressed and monitored.
- Fats, Oils and Grease (FOG) Inspection Program - A FOG Program that includes permitting, inspection, enforcement, and public outreach should be implemented in order to provide more reliable sanitary sewer service to customers, and to minimize the number of sanitary sewer overflows that may result from FOG accumulations. It will also reduce current expenditures for cleaning the sewers.
- Sewer Service Laterals - COBPW spends significant time and resources addressing issues with sewer service laterals. It is recommended that City Council adopt an ordinance or policy clarifying the ownership and maintenance responsibilities for sewer service laterals.

Table 1 BMP INVESTMENT COSTS FOR BLOOMINGTON SANITARY AND STORMWATER SYSTEMS

| Critical Program | Early Action Projects (Year 1 -5) | | | Long Term CIP (Years 6-20) | | |
|---|---|---|---|---|---|---|
| | Personnel Required* | Total Cost (labor + OH, equipment and contractor) | Net Present Value of Total Cost (4% discount rate)** | Personnel Required* | Total Cost (labor + OH, equipment and contractor) | Net Present Value of Total Cost (4% discount rate)** |
| Implement ESRI Local Government Model | 0 | $45,000 | $45,000 | 0 | 0 | 0 |
| Inventory Manholes and Structures | 0 | $120,000 | $120,000 | 0 | 0 | 0 |
| GIS Asset Management Tools Support | 0 | $52,500 | $52,500 | 0 | $157,500 | $157,500 |
| CCTV Integration Tool | 0 | $8,500 | $8,500 | 0 | 0 | 0 |
| MUNIS GIS Interface for COBPW | 0 | $175,000 | $175,000 | 0 | 0 | 0 |
| GIS Coordinator Position | 1 | $488,000 | $488,000 | 1 | $1,463,000 | $1,463,000 |
| CCTV Inspection Program | 2 | $3,706,000 | $3,706,000 | 2 | $4,281,000 | $4,281,000 |
| Manhole Inspection Program | 0.7 | $446,000 | $446,000 | 0.25 | $849,900 | $849,900 |
| FOG Inspection Program | 2.5 | $1,229,000 | $1,229,000 | 2.5 | $3,686,000 | $3,686,000 |

*Total number of staff positions required. Does not take into account any existing personnel that Bloomington may already have in these positions.

** Prevailing municipal discount rates are very similar to the historical inflation rate – such that inflation and discount rate cancel each other out for most expenditures.

## Acronyms

BMP - Best Management Practices
BRE - Business Risk Exposure
CAP - Condition Assessment Protocol
CCTV - Closed Circuit Televised Video
CIP - Capital Improvement Program
CIPP - Cured in Place Pipe
CMOM - Capacity Assurance, Management, Operation, and Maintenance Program
COBPW - City of Bloomington Public Works Department
CSO - Combined Sewer Overflow
DSS - Decision Support System
EPA - Environmental Protection Agency
FOG – Fats, Oils, and Grease
GIS - Geographic Information System
I&I - Inflow and Infiltration
LOS - Level of Service
MACP - Manhole Assessment and Certification Program
MIC - Microbiologically influenced corrosion
NASSCO - National Association of Sewer Service Companies
O&M - Operations and Maintenance
PACP - Pipeline Assessment and Certification Program
RRR List - Replace, Rehabilitate, or Repair List
SAMP - Strategic Asset Management Plan
SOP - Standard Operating Procedure
SSES - Sanitary Sewer Evaluation Studies
SSO - Sanitary Sewer Overflows

**REGULAR AGENDA ITEM 8C**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Consideration of approving a Resolution Approving a Consent Decree to Settle All Claims in a Citizens' Complaint Filed with the Illinois Pollution Control Board by the City and Other Units of Local Governments Against Clinton Landfill, Inc.

**RECOMMENDATION/MOTION:** Recommend adoption of the Resolution Approving the Consent Decree to Settle All Claims in a Citizens' Complaint Filed with the Illinois Pollution Control Board by the City and Other Units of Local Governments Against Clinton Landfill, Inc.

**STRATEGIC PLAN LINK:** Goal 5 – Great Place to Live – Livable, Sustainable City

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

**BACKGROUND:** On February 27, 2012, the Council voted to approve an Intergovernmental Agreement joining a coalition in opposition to the permitting of Polychlorinated Biphenyls (PCB's) at the Clinton Landfill #3 site in DeWitt County. The landfill is located directly over the Mahomet Aquifer, which is one of the largest groundwater resources in the State, underlying fifteen (15) counties and providing 100,000,000 gallons per day of groundwater for public water use, industrial use, and irrigation. Coalition members consist of: Champaign (acting lead agency), Bloomington, Decatur, Champaign County, Normal, Urbana, McLean County, Macon County, Mahomet Valley Water Authority, Piatt County, Savoy, Monticello, Tuscola, and Forsyth.

This past August, a proposed consent decree was drafted between Illinois Attorney General Lisa Madigan, Clinton Landfill, Inc., (CLI) and 14 local government agencies, which comprise the Mahomet Aquifer Coalition. Throughout the month of September, each agency will review and take action on the proposed agreement. If approved by all parties, the consent decree would resolve the pending litigation regarding the disposal of certain hazardous materials in a landfill located above the Mahomet Aquifer.

The City of Champaign has served as the lead agency for the Coalition whose activities include litigation, the designation of the aquifer as sole source and promoting legislation to protect the aquifer. The consent decree was approved by the Champaign City Council at their September 1, 2015, regular meeting.

The following are highlights of the proposed Consent Decree:

1. CLI agrees to withdraw its application before the United States Environmental Protection Agency for approval to accept Polychlorinated Biphenyl (PCB) waste regulated by the

Federal Toxic Substance Control Act in the chemical waste unit at the Clinton Landfill. They further agree not to seek future approval to dispose of said PCB waste in any landfill facility located anywhere in DeWitt County over the Mahomet Aquifer.

2. CLI agrees to not accept additional Manufactured Gas Plant (MGP) waste with chemical constituents in concentrations exceeding state regulatory limits for toxicity in the chemical waste unit. They also agree to not seek future permission from any regulatory body to accept such MGP waste at any landfill facility located anywhere in DeWitt County over the Mahomet Aquifer.

3. CLI agrees to cover the MGP waste already disposed of in the chemical waste unit (pursuant to an earlier Illinois EPA approval) with a 12 inch layer of impermeable clay soils. This is to prevent water and other liquids from other waste subsequently disposed of on top of the MGP waste from leaking into the MGP waste.

4. CLI agrees to have properly licensed environmental testing professionals test the groundwater at Clinton Landfill for the presence of toxic chemicals commonly found in MGP wastes on a semiannual basis. Tests are to be conducted for the remaining operational life of the chemical waste unit and for the post-closure period of time (under current law a minimum of 30 years) and to provide those test results to the Illinois Environmental Protection Agency (EPA).

5. The State of Illinois, through the Illinois Attorney General's Office and the Illinois EPA, reserves the right to pursue any future criminal or civil violations related to any future contamination of the environment from the MGP wastes already accepted at Clinton Landfill, and any remedies available under the law, including but not limited to the removal of the waste material causing the contamination.

A more detailed discussion of the proposed settlement is contained in the attached report prepared by attorney David Wentworth which was presented to representatives of all of the Coalition members at a meeting in August. Each of the fourteen members of the Coalition will be considering the proposed Consent Decree at public meetings scheduled throughout the month of September. In the event one or more of the Coalition members fail to approve the proposed agreement, representatives of all members will need to confer with the Coalition's attorneys to determine how to proceed. To the extent members opposing settlement articulate a basis for such opposition, it is possible the Coalition members could decide to direct the attorneys to find out whether CLI is willing to reopen settlement negotiations to determine if the concerns of settlement opponents could be addressed with revisions to the Consent Decree. Another possibility, depending on how many members vote to approve the settlement, is that those members favoring settlement may choose to explore with CLI's attorneys whether they are willing to settle with those members, leaving the members opposing settlement to determine whether to continue litigation on their own. To the extent that Coalition members opting out of the settlement would be fewer in number than those participating in the Coalition at present, their weight in negotiations could be significantly reduced and their proportional share of future litigation and consulting costs could be significantly increased.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Coalition members in opposition to a PCB permit for the Clinton Landfill site #3 in DeWitt County: Champaign, Normal, Urbana, Savoy, Monticello, Tuscola, Forsyth, Champaign County, McLean County, Macon County, Piatt County, Mahomet Valley Water Authority, and Decatur.

**FINANCIAL IMPACT:** Approval of the consent decree will avoid the future expenditure of an estimated one to two hundred thousand dollars by the Coalition for participating in a local siting hearing before the DeWitt County Board. The City's share of that expenditure was estimated on the high end to be as much as $39,345.99. This is included in the FY 2016 Budget under Water Administration-Other Purchased Services account (50100110-70690). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program on page 98. If the Consent Decree is approved and litigation ceases, none of this amount will be spent.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Alexander McElroy, Assistant to the City Manager |
| Reviewed by: | Robert Yehl, P.E., Water Director |
| Financial & Budgetary review by: | Chris Tomerlin, Budget Analyst<br>Carla Murillo, Budget Manager |
| Legal review by: | George D. Boyle, Assistant Corporation Counsel |

Recommended by:

David A. Hales, City Manager

**Attachments:**

- Resolution
- Consent Decree Summary by David Wentworth
- Consent Order

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Motion: That the Resolution Approving Consent Decree to Settle all Claims in a Citizen's Complaint Filed with the Illinois Pollution Control Board by the City and Other Units of Local Government Against Clinton Landfill, Inc. be approved.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

**RESOLUTION NO. 2015-_____**

**A RESOLUTION APPROVING A CONSENT DECREE TO SETTLE ALL CLAIMS IN A CITIZENS' COMPLAINT FILED WITH THE ILLINOIS POLLUTION CONTROL BOARD BY THE CITY AND OTHER UNITS OF LOCAL GOVERNMENT AGAINST CLINTON LANDFILL, INC.**

WHEREAS, beginning in December of 2011, a number of units of local government in Illinois, pursuant to the terms and conditions of an Intergovernmental Agreement (the "Intergovernmental Agreement"), have been sharing the costs of legal challenges to the operation of a chemical waste unit (the "CWU") located directly over the Mahomet Valley Aquifer (the "Aquifer") within a landfill facility in DeWitt County, Illinois, ("Clinton Landfill") operated by Clinton Landfill, Inc. ("CLI"); and

WHEREAS, the Intergovernmental Agreement provides for additional units of local government to join as parties to the Agreement to share the costs of the legal challenges to the CWU, and currently fourteen units of local government in Illinois are parties to said Agreement, including the Mahomet Valley Water Authority ("MVWA"), the Cities of Champaign, Urbana, Decatur, Bloomington, Monticello and Tuscola, the Town of Normal, Champaign, Piatt, Macon and McLean Counties, and the Villages of Savoy and Forsyth; and

WHEREAS, pursuant to said Intergovernmental Agreement, the City of Champaign is acting as the lead agency with authority to hire attorneys and other professional consultants to prosecute any legal challenges to the CWU; and

WHEREAS, the City of Champaign hired David L. Wentworth of the Peoria, Illinois law firm of Hasselberg, Grebe, Snodgrass, Urban & Wentworth, and Albert Ettinger of Chicago Illinois (the "Coalition Attorneys") in November of 2011 to prosecute legal challenges to the CWU; and

WHEREAS, on November 9, 2012, the Coalition Attorneys filed a Complaint (the "Citizens Complaint") in a case numbered and hereinafter referred to as "Case No. PCB 13-22", with the Illinois Pollution Control Board ("IPCB") on behalf of the nine units of government then parties to the Intergovernmental Agreement, including the MVWA, the Cities of Champaign, Urbana, Decatur and Bloomington, the Town of Normal, Champaign and Piatt Counties, and the Village of Savoy, and Champaign Mayor Donald R. Gerard, and City of Urbana Mayor Laurel Lunt Prussing, (the "Plaintiffs"), against CLI to prevent the disposal of certain manufactured gas plant and PCB waste in the CWU; and

WHEREAS, the Citizens' Complaint alleges that CLI was unlawfully operating the CWU within Clinton Landfill because CLI failed to obtain local siting approval for the CWU from the DeWitt County Board as required by the Illinois Environmental Protection Act (the "Act"); and

WHEREAS, on February 7, 2013, the People of the State of Illinois by Attorney General Lisa Madigan intervened in Case No. PCB 13-22 in support of the Plaintiffs Citizens' Complaint against CLI; and

WHEREAS, on September 19, 2013, the IPCB granted CLI's Motion to Dismiss the Citizens' Complaint; and

WHEREAS, the Plaintiffs and the People of the State of Illinois as Intervener filed appeals from IPCB's dismissal of the Citizen's Complaint ("Citizen's Complaint Appeal") with the Fourth District Court of Appeals; and

WHEREAS, all of the parties in the Citizen's Complaint Appeal have completed their legal briefs in that Appeal and the Appellate Court has postponed the scheduling of oral arguments on the motion of all of the parties to accommodate settlement negotiations in that case; and

WHEREAS, subsequent to the filing of the Citizen's Complaint, the Illinois Environmental Protection Agency (the "Agency") modified a permit it previously granted to CLI for operation of the Clinton Landfill to prohibit CLI from disposing of certain manufactured gas plant and PCB waste in the CWU because of CLI's failure to secure local siting approval from DeWitt County for said CWU; and

WHEREAS, CLI has now filed a series of appeals ("Permit Appeals") with the IPCB in the case numbered and hereinafter referred to as "Case No. PCB 15-60", alleging that the Agency's permit modification prohibiting operation of the CWU was in violation of the Act, and the Office of the Illinois Attorney General is now defending the Agency in the Permit Appeals; and

WHEREAS, the IPCB has continued Case No. PCB 15-60 upon the motion of the parties to that appeal to accommodate settlement discussions by the parties; and

WHEREAS, the Coalition Attorneys, attorneys in the Illinois Attorney General's Office and attorneys for CLI have now negotiated terms and conditions of a proposed settlement of all claims arising out of Case No. PCB 13-22 and Case No. PCB 15-60, and are proposing to enter said settlement in the form of a Consent Decree (the "Consent Decree") that would be filed in a new case alleging that CLI has created a public nuisance related to the disposal of MGP Source Material at the CWU, the new case to be filed in the Circuit Court in DeWitt County, Illinois for purposes of facilitating effective enforcement of its terms and conditions by all of the parties thereto; and

WHEREAS, the proposed terms and conditions of the Consent Decree substantially achieve the objectives of the Citizen's Complaint and entry of said Decree to settle all claims arising out of the Citizen's Complaint will avoid the additional costs and risks associated with continuing to pursue said litigation.

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

**Section 1.** That the City shall be a party to and file a nuisance complaint in the Circuit Court of DeWitt County, Illinois for the purpose of entry of the Consent Decree and to facilitate effective enforcement of the terms and conditions of the Consent Decree.

**Section 2**. That the proposed Consent Decree to settle all claims arising out of the Citizen's Complaint is hereby approved.

**Section 3.** That the City Manager is hereby authorized to execute a Consent Decree in substantially the form as attached hereto.

ADOPTED this 14th day of September, 2015.

APPROVED this _____ day of September, 2015.

**CITY OF BLOOMINGTON** **ATTEST**

Tari Renner, Mayor Cherry L. Lawson, City Clerk

**APPROVED AS TO FORM**

Jeffery R. Jurgens, Corporation Counsel

# Mahomet Aquifer Luncheon
# August 11, 2015

# Consent Decree

## Presented by:
## David L. Wentworth II
## and Albert Ettinger

## I. BACKGROUND

### A. Clinton Landfill No. 3

On September 12, 2002, Clinton Landfill, Inc. ("CLI") obtained local siting authority from the DeWitt County Board pursuant to Section 39.2 of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/39.2, to develop a 135 acre municipal solid waste disposal unit known as Clinton Landfill No. 3, after representing to the DeWitt County Board in its local siting application and at hearing that high concentrations of PCBs, hazardous levels of MGP, and hazardous waste would be excluded from disposal in the proposed Clinton Landfill No. 3.

In 2007, CLI obtained a permit from the Illinois Environmental Protection Agency ("Agency") to develop at Clinton Landfill No. 3, a RCRA Subtitle D municipal solid waste disposal facility, which permit specifically prohibited the disposal of two (2) types of waste: high concentration levels of PCBs regulated under the federal Toxic Substances Control Act ("TSCA"), 15 U.S.C. 2601-2697, and manufactured gas plant waste exceeding the regulatory levels provided in 35 Ill. Adm. Code 721.124(b).

In 2008, CLI applied for a significant permit modification from the Agency to construct an entirely differently designed, and previously undisclosed, Chemical Waste Unit (CWU) located within 22.5 acres of Clinton Landfill No. 3. The CWU was specifically designed to hazardous waste facility standards to accept PCBs at high levels regulated by TSCA and manufactured gas plant waste exceeding the regulatory levels provided in 35 Ill. Adm. Code 721.124(b), the very wastes CLI had previously committed not to accept.

On January 8, 2010, the Agency issued CLI a modified permit for the CWU located within Clinton Landfill No. 3, which permit was further modified by the Agency for the CWU on July 5, 2012. In violation of Section 39.2 of the Act, CLI took no steps to obtain approval of the suitability

of the location or otherwise obtain local siting approval for the new CWU from the DeWitt County Board. 415 ILCS 5/39.2.

**B. Local Government Coalition Response to CWU – Complaint and Appeal**

On November 9, 2012, Petitioners MAHOMET VALLEY WATER AUTHORITY, CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation, DONALD R. GERARD, CITY OF URBANA, ILLINOIS, a municipal corporation, LAUREL LUNT PRUSSING, CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation, COUNTY OF CHAMPAIGN, ILLINOIS, COUNTY OF PIATT, ILLINOIS, TOWN OF NORMAL, ILLINOIS, a municipal corporation, VILLAGE OF SAVOY, ILLINOIS, a municipal corporation, and CITY OF DECATUR, a municipal corporation, (collectively the "Petitioners" or "Intergovernmental Coalition") filed a four-count Citizens' Complaint ("Complaint") with the Illinois Pollution Control Board ("Board") as Case No. PCB 2013-022 pursuant to Section 31(d)(1) of the Act, 415 ILCS 5/31(d)(1), alleging that the CWU constitutes a "new pollution control facility" under the Act and that Respondent CLI violated Section 39.2 of the Act for developing, constructing and operating the CWU to dispose or threaten to dispose TSCA regulated PCB and manufactured gas plant wastes without local siting authority. 415 ILCS 5/3.330(b); 415 ILCS 5/39.2.

On February 7, 2013, the People of the State of Illinois, by and through the Illinois Attorney General, filed a Petition to Intervene in PCB Case No. 2013-022 on the side of the Intergovernmental Coalition.

In the Complaint, Petitioners, as joined by the People, sought the following relief from the Board:

> 1. Authorizing a hearing in this matter at which time Respondent will be required to answer the allegations contained herein;

2. Finding that Respondent CLI has violated Sections 21(e), 39(a), 39(c), and 39.2 of the Act, 415 ILCS 5/21(e), 39(a), 39(c), and 39.2;

3. Ordering Respondent to immediately cease and desist from the identified violations of the Act, including but not limited to the closure of the Chemical Waste Unit at Clinton Landfill No. 3 in accordance with the Agency's closure plans and taking of such other immediate action to correct the violations of Sections 21(e), 39(a), 39(c), and 39.2 of the Act, 415 ILCS 5/21(e), 39(a), 39(c), and 39.2;

4. Pursuant to Section 103.208 of the Board's procedural rules, forwarding Complainants' request for an informal Agency investigation to the Agency;

5. Assessing a civil penalty against Respondent of not more than the statutory maximum pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a); and

6. Providing for such other and further relief as the Board may deem just and proper and in the public interest.

By Opinion and Order of the Board dated September 19, 2013, ("Opinion" or "Order"), the Board granted CLI's motion to dismiss the Complaint, finding that the Complaint was "frivolous" under the Board's rules where "CLI is not capable of violating Section 39.2 of the Act." Opinion, p. 26. The Board dismissed the Complaint on the pleadings as a matter of law pursuant to 415 ILCS 5/31(d)(1) and 35 Ill. Adm. Code 101.202. In so finding, the Board held that the "determination of whether additional local siting approval is required is a permitting decision for the Agency, and the Board making this determination would have the same effect as the Board undertaking the role of permitting authority, a duty expressly assigned to the Agency." Opinion, p. 27 (Appendix, p. A-27), citing *Landfill, Inc. v. Illinois Pollution Control Board,* 74 Ill. 2d 541, 560 (1978). A motion to reconsider the Board's decision was denied on December 5, 2013, and appeals followed.

In dismissing the Complaint, the Board did forward the Complainants' request for an informal Agency investigation to the Agency. In the pleadings before the Board, the Petitioners repeatedly pointed out that the Board regulations allow for modification of a permit without finding that the permit was invalid. Section 813.201 of the regulations, applicable to Clinton Landfill No. 3, states:

> b) Agency Initiated Modification
>
> 1) The Agency may modify a permit under the following conditions:
>
> A) Discovery of a typographical or calculation error;
>
> B) Discovery that a determination or condition was based upon false or misleading information;
>
> C) An order of the Board issued in an action brought pursuant to Title VIII, IX or X of the Act; or
>
> D) Promulgation of new statutes or regulations affecting the permit.

35 Ill. Adm. Code 813.201(b)(1).

On December 27, 2013, Petitioners filed with the Fourth District Appellate Court of Illinois a Petition for Review of the Opinion and Order of the Illinois Pollution Control Board. On January 13, 2014, the People of the State of Illinois filed a Petition for Direct Administrative Review of the same order. Petitioners' Brief was filed in July 2014. The appeals are fully briefed and awaiting oral argument before the Fourth District Court of Appeals (pending a settlement, discussed below).

### C. Agency Corrective Action in 2014

On July 22, 2014, after the Board dismissed the Complaint and the case was pending on appeal, the Agency questioned the DeWitt County Board on the nature and extent of the September 12, 2002 local siting approval. The DeWitt County Board responded that its prior approval did not include authority to dispose TSCA regulated PCB and manufactured gas plant wastes.

On July 31, 2014, citing 35 Ill. Adm. Code 813.201(b)(1)(B), the Agency issued Permit Modification No. 47 for Clinton Landfill No. 3 and withdrew the Agency's previous approval to dispose TSCA regulated PCB and manufactured gas plant wastes in the CWU because of CLI's failure to get local siting approval for that facility from the DeWitt County Board. Since July 31, 2014, disposal of high concentration levels of PCBs regulated under the federal Toxic Substances Control Act ("TSCA"), 15 U.S.C. 2601-2697, and manufactured gas plant waste exceeding the regulatory levels provided in 35 Ill. Adm. Code 721.124(b), were prohibited in the CWU of Clinton Landfill No. 3.

No disposal of high concentration levels of PCBs regulated under TSCA has occurred in Clinton Landfill No. 3 or the CWU. The USEPA never approved the CWU as a "chemical waste landfill" as defined in 40 CFR 761.3. Even though the Agency had approved the CWU, the PCB waste stream still required federal approval, and lacking federal approval, no PCBs regulated under TSCA were ever disposed of in the CWU or Clinton Landfill No. 3.

Limited disposal of manufactured gas plant waste, some portion of which probably included such waste exceeding the regulatory levels provided in 35 Ill. Adm. Code 721.124(b) (i.e. hazardous levels), was disposed of in a portion of the CWU. CLI has represented that approximately 30,000 tons of manufactured gas plant waste has been disposed of in a small portion of the CWU before Permit Modification No. 47.

### D. CLI Appeals Permit Modification No. 47 (and other modifications)

In response to the Agency permit modification, on August 28, 2014, CLI filed with the Board a Petition for Review of Permit based on an Illinois EPA-initiated modification ("Modification 47") of Landfill Permit No. 2005-070-LF. Clinton Landfill, Inc. v. Illinois Environmental Protection Agency, Case No. PCB 15-60. Subsequent modifications of Landfill Permit No. 2005-070-LF have necessitated additional petition filings with the Board because the language from Modification 47 was incorporated into each subsequent modification. Clinton Landfill, Inc. v. Illinois Environmental Protection Agency, Case Nos. PCB 15-76, PCB 15-111, PCB 15-113, PCB 15-166, PCB 15-194, PCB 15-195, PCB 15-207, and PCB 2016-034. The Illinois Attorney General is defending the Agency in these consolidated permit modification appeals. The permit modification appeals are pending before the Board, and action is stayed through September 30, 2015 pending a settlement, discussed below.

## II. CLINTON LANDFILL SETTLEMENT PROPOSAL

### A. Initial Outreach for a Global Settlement

On March 10, 2015, CLI approached the Intergovernmental Coalition, though its attorneys, and the Attorney General's Office, with a proposal to settle all disputes regarding the CWU and manufactured gas plant and PCB waste streams at Clinton Landfill No. 3. The proposal entailed CLI agreeing to permanently give up the right to dispose, apply for permits or authority to dispose, or file to obtain local siting approval for the disposal of PCB wastes or manufactured gas plant wastes exceeding the regulatory levels provided in 35 Ill. Adm. Code 721.124(b), in exchange for CLI being allowed to keep in place the manufactured gas plant waste which had already been disposed of at the CWU.

### B. Current (as of July 27, 2015) Draft Consent Order

The parties have worked since March to document the terms and conditions of a global settlement in the form of a Consent Order. The Consent Order would be entered in a yet to be filed civil lawsuit in DeWitt County Circuit Court (as opposed to having a settlement documented in the cases pending before the Board). The complaint to be filed by the Intergovernmental Coalition plaintiffs will allege that CLI has created a public nuisance related to the disposal of MGP Source Material at the Facility. The complaint to be filed by the State will allege that CLI has violated the following provisions of the Act and Board Waste Disposal regulations related to the Clinton Landfill No. 3: Waste Disposal in Violation of the Act, in violation of Section 21(d)(2) and (e) of the Act, 415 ILCS 5/21(d)(2) and (e) (2014), and Section 812.105 of the Board Waste Disposal Regulations, 35 Ill. Adm. Code 812.105. The complaints are contemplated to be filed the same day that the Consent Order is entered by the DeWitt County Circuit Court. It is contemplated that members of the Intergovernmental Coalition would then pass resolutions or take

action to approve the Consent Order. The terms and provisions set forth below are for discussion only and subject to the final approval of all of the parties, and are in the nature of settlement negotiations only and not admissible in evidence.

Definitional provisions of the proposed Consent Order include:

1. "Manufactured Gas Plant Source Material ("MGP Source Material")" shall mean any waste generated from the remediation of an MGP site or facility, the analysis of which, if it were tested using Method 1311 (Toxicity Characteristic Leaching Procedure in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," USEPA Publication Number EPA 530/SW-846), would demonstrate that the waste exceeds the regulatory levels for any contaminant given in the table contained in 40 C.F.R. 261.24(b) and 35 Ill. Adm. Code 721.124(b).

2. "Toxic Substances Control Act-polychlorinated biphenyls ("TSCA-PCBs")" shall mean wastes containing PCBs that are required by the Toxic Substances Control Act to be disposed of in a Chemical Waste Landfill as defined in 40 C.F.R. 761.3.

3. The "Sole Source Aquifer" shall mean the Mahomet Sole Source Aquifer Area as designated by the USEPA effective on March 11, 2015 (as published in 80 Fed. Reg. 14370 (March 19, 2015)).

4. The "Facility" shall mean the municipal solid waste and special waste landfill located at 9550 Heritage Road in Clinton, Illinois known as Clinton Landfill No. 3, including the Chemical Waste Unit ("CWU") located within the boundaries of the Facility.

Substantive provisions of the proposed Consent Order include:

1. The Consent Order shall apply to and be binding upon the parties to the Consent Order and shall constitute a covenant running with the real property that is the site of Clinton Landfill 3 and thereby apply to and be binding upon all successors in ownership or interest to said real property. The parties to the Consent Order agree that it shall be filed for record in the office of the DeWitt County Clerk and Recorder. CLI waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order.

2. No change in ownership, corporate status or operator of the Facility shall in any way alter the responsibilities of CLI or the State under this Consent Order. CLI shall provide a copy of this Consent Order to any purchaser of the Facility or successor in interest to CLI as owner of the Facility. This provision does not relieve CLI from compliance with any regulatory requirement regarding notice and transfer of applicable Facility permits.

3. Within seven (7) days of entry of the Consent Order, CLI shall move to dismiss the permit appeals currently pending before the Board, Clinton Landfill, Inc. v. Illinois Environmental Protection Agency, Case Nos. PCB 15-60, PCB 15-76, PCB 15-111, PCB 15-113, PCB 15-166, PCB 15-194, PCB 15-195, PCB 15-207, and PCB 2016-034.

4. On May 29, 2015, CLI filed a withdrawal of its request with the United States Environmental Protection Agency ("USEPA") for approval to dispose of TSCA-PCBs at the CWU at Clinton Landfill 3. CLI shall not submit an application to USEPA at any time in the future for approval to dispose of TSCA-PCBs at or within the boundaries of the real estate presently known as Clinton Landfill 3. As of the date of entry of the Consent Order and until such time as CLI

meets all the requirements set forth in the Permit 2005-070-LF, including closure and post-closure care, CLI shall not seek to obtain approval to accept TSCA-PCBs at the Facility.

5. Notwithstanding any subsequent modifications to Permit 2005-070-LF, CLI shall at a minimum, semi-annually monitor groundwater monitoring wells located downgradient of Cell CWU-1A, namely: G40M, G40D, G40R, G47M, G47D, G47R, G48M, G48D, G48R, G49S, G49M, G49D, G49R, G50S, G58M, G58D, G59D, and G59R at the Facility for the following parameters:

a) Acenapthene
b) Acenapthylene
c) Anthracene;
d) Benzene;
e) Benzo(a)anthracene
f) Benzo(a)pyrene
g) Benzo(b)fluoranthene
h) Benzo(ghi)perylene
i) Benzo(k)fluoranthene
j) Chrysene
k) Pentachlorophenol
l) Dibenzo(a,h)anthracene
m) Ethylbenzene
n) Fluoranthene
o) Indeno(1,2,3-cd)pyrene
p) Naphthalene
q) Phenanthrene
r) Pyrene
s) Toluene
t) Xylenes-Total

The requirements in this paragraph shall remain in effect until such time as CLI completes closure and post-closure care, as required in conformity with all applicable permits, statutes, and Board regulations. Laboratory analysis of the groundwater monitoring conducted pursuant to this paragraph shall be performed and reported by a laboratory that holds NELAP/TNI (National Environmental Laboratory Accreditation Program/The NELAC Institute) or equivalent

certification. The parties acknowledge that the Illinois EPA has the existing legal authority to split samples with CLI and to conduct testing at Clinton Landfill 3.

6. As of the date of entry of the Consent Order, CLI shall comply with all terms and conditions of Illinois EPA Landfill Permit No. 2005-070-LF, currently and as modified. This Consent Order in no way affects the responsibilities of CLI to comply with any other federal, state or local laws or regulations, including but not limited to the Act.

7. The existing MGP Source Material within the CWU is currently covered with a minimum of 12 inches of clean soil as an "intermediate cover," as is required by the Illinois EPA regulations. In addition to and directly above that intermediate cover layer, CLI shall place an additional 12 inches of clean, select clayey soil of the same type that has proven to meet the Illinois EPA low permeability requirements for landfill cell compacted clay liner construction (low permeability compacted cohesive earth liner with hydraulic conductivity no greater than $1 \times 10^{-7}$ cm/sec). CLI or its contractor shall compact the additional 12 inches of said select clayey soil using the same equipment and methods utilized when constructing compacted clay liners for landfill cells. This relatively impermeable cap will minimize if not prevent altogether "new" water from coming into contact with the MGP Source Material. The existing leachate collection system beneath the MGP Source Material will ensure that any liquid that might be released from the MGP Source Material over time will be effectively collected and removed for proper management.

8. CLI shall not accept for disposal, apply for permits or authority to dispose, or file or seek to obtain local siting approval pursuant to Section 39.2 of the Act from the DeWitt County Board (or from the governing body of a municipality if in an incorporated area in the future) for the disposal of TSCA-PCBs or MGP Source Material on any real estate that is located over the Sole Source Aquifer in DeWitt County, Illinois, at any time.

9. CLI shall seek to have Landfill Permit No. 2005-070-LF modified by the Illinois EPA consistent with the terms of the Consent Order.

10. The State shall stipulate in the Consent Order that it is resolving the allegations of its Complaint filed herein without requiring CLI to exhume the MGP Source Material currently disposed of in the CWU at the Facility, based on the violations alleged in the Complaint to be filed in DeWitt County, and that CLI is not required to obtain any additional local siting approval from the DeWitt County Board for the CWU, provided that the CWU is not used for the disposal of MGP Source Material or TSCA-PCBs after the date of entry of this Order, and hereafter the CWU only accepts municipal solid waste, non-hazardous special waste, certified non-special wastes, and such other wastes that CLI is permitted to accept at the MSWU at the Facility. Within seven (7) days of entry of this Consent Order, the State shall move to dismiss its appeal in Case No. 4-14-0020 filed with the Fourth District Court of Appeals.

11. The Local Governmental Plaintiffs shall stipulate that each of them is resolving the allegations of their Complaint to be filed in DeWitt County without requiring CLI to exhume the MGP Source Material currently disposed of in the CWU at the Facility, and that each of them will never require CLI to exhume the MGP Source Material currently disposed of in the CWU at the Facility. Within seven (7) days of entry of the Consent Order, the Intergovernmental Coalition parties shall move to dismiss their appeal in Case No. 4-14-0002 filed with the Fourth District Court of Appeals.

12. On July 14, 2015, the MAHOMET VALLEY WATER AUTHORITY repealed its Ordinance No. 68. The MAHOMET VALLEY WATER AUTHORITY shall adopt no ordinance prior to January 1, 2016, that concerns the subject matter at issue in repealed Ordinance No. 68; provided, however, that nothing herein shall prohibit the MAHOMET VALLEY WATER

AUTHORITY from taking legislative action that concerns the subject matter of repealed Ordinance No. 68 prior to January 1, 2016, in the event: (i) CLI files a significant permit modification request seeking a substantial change in the operations, design or regulated status of the Facility that would allow the Facility to dispose of wastes which are not currently allowed under RCRA Subtitle D regulations; or (ii) CLI seeks approval to dispose of new waste stream(s) at the Facility for which it does not have permit authority as of the date of this Consent Order. If this paragraph is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions in this Consent Order shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. CLI shall have the right to enforce the requirements in this paragraph against the MAHOMET VALLEY WATER AUTHORITY alone; the other Parties shall not be joined in any such enforcement action.

13. The COUNTY OF CHAMPAIGN, ILLINOIS and the COUNTY OF McLEAN, ILLINOIS each agree that if it is presented with an application for the siting and development of a transfer station and recycling center by CLI or any of its affiliates, such COUNTY will consider in good faith whether same is consistent with the solid waste management plan adopted by the COUNTY in accordance with the Local Solid Waste Disposal Act and/or the Solid Waste Planning and Recycling Act.

14. This Consent Order is a binding and enforceable order of the Court. This Court shall retain jurisdiction of this matter and shall consider any motion by any party for the purposes of interpreting and enforcing the terms and conditions of this Consent Order. The parties to the Consent Order agree that notice of any subsequent proceeding to enforce this Consent Order may be made by mail and waives any requirement of service of process. The parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this

Consent Order without leave of this Court. A request for any modification shall be made in writing and submitted to the designated representatives. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Consent Order.

15. In consideration of CLI's commitments, the State and the Local Governmental Plaintiffs release, waive and discharge CLI from any liability, penalties, and/or fines for the violations of the Act or in nuisance, respectively, that were the subject matter of the Complaints or are otherwise addressed herein. The release set forth above does not extend to any matters other than those expressly specified in the Complaints filed on _____, 2015, or in this Consent Order. The State and the Local Governmental Plaintiffs reserve, and this Consent Order is without prejudice to, all rights of the State of Illinois and the Local Governmental Plaintiffs against CLI with respect to all matters not expressly addressed herein, including but not limited to the following:

a. criminal liability;

b. liability for future violations;

c. liability for natural resources damage arising out of the alleged violations; and

d. CLI's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois or the Local Governmental Plaintiffs may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, other than CLI.

16. This Order shall become effective only when executed by all parties to the Consent Order and the Court. This Order may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

## III. RECOMMENDATION TO APPROVE CONSENT ORDER

I recommend that the Intergovernmental Coalition enter into the Consent Order on the terms and provisions described herein.

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT**
**DEWITT COUNTY, ILLINOIS**
**CHANCERY DIVISION**

| | | |
|---|---|---|
| PEOPLE OF THE STATE OF ILLINOIS, *ex rel*. LISA MADIGAN, Attorney General of the State of Illinois,<br><br>Plaintiff,<br><br>v.<br><br>CLINTON LANDFILL, INC., an Illinois corporation,<br><br>Defendant. | ) | No. |
| | ) | Consolidated with |
| MAHOMET VALLEY WATER AUTHORITY, CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation, DONALD R. GERARD, CITY OF URBANA, ILLINOIS, a municipal corporation, LAUREL LUNT PRUSSING, CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation, COUNTY OF CHAMPAIGN, ILLINOIS, COUNTY OF PIATT, ILLINOIS, TOWN OF NORMAL, ILLINOIS, a municipal corporation, VILLAGE OF SAVOY, ILLINOIS, a municipal corporation, and CITY OF DECATUR, ILLINOIS, a municipal corporation, CITY OF MONTICELLO, ILLINOIS, a municipal corporation, CITY OF TUSCOLA, ILLINOIS, a municipal corporation, VILLAGE OF FORSYTH, ILLINOIS, a municipal corporation, COUNTY OF McLEAN, ILLINOIS, COUNTY OF MACON, ILLINOIS, and DEBORAH FRANK-FEINEN,<br><br>Plaintiffs,<br><br>v.<br><br>CLINTON LANDFILL, INC., an Illinois corporation,<br><br>Defendant. | ) | No. |

## CONSENT ORDER

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* LISA MADIGAN, Attorney General of the State of Illinois and the Illinois Environmental Protection Agency ("Illinois EPA") (together, the "State"), and Defendant, CLINTON LANDFILL, INC., an Illinois corporation ("CLI"); and Plaintiffs, MAHOMET VALLEY WATER AUTHORITY, CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation, DONALD R. GERARD, CITY OF URBANA, ILLINOIS, a municipal corporation, LAUREL LUNT PRUSSING, CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation, COUNTY OF CHAMPAIGN, ILLINOIS, COUNTY OF PIATT, ILLINOIS, TOWN OF NORMAL, ILLINOIS, a municipal corporation, VILLAGE OF SAVOY, ILLINOIS, a municipal corporation, CITY OF DECATUR, a municipal corporation, CITY OF MONTICELLO, ILLINOIS, a municipal corporation, CITY OF TUSCOLA, ILLINOIS, a municipal corporation, VILLAGE OF FORSYTH, ILLINOIS, a municipal corporation, COUNTY OF McLEAN, ILLINOIS, COUNTY OF MACON, ILLINOIS, and DEBORAH FRANK-FEINEN, (individually and collectively, the "Local Governmental Plaintiffs") and Defendant CLI; (collectively, "Parties to the Consent Order") have agreed to the making of this Consent Order and submit it to this Court for approval.

## I. INTRODUCTION

This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Court's entry of the Consent Order and issuance of any injunctive relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.* (2014), and Illinois Pollution Control Board ("Board") regulations alleged in the State's

Complaint except as otherwise provided herein. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding nuisance alleged in the Local Governmental Plaintiffs' Complaint except as otherwise provided herein. It is the intent of the parties to this Consent Order that it be a final judgment on the merits of this matter.

**A. Parties and Background**

1. On the same date as entry of this Consent Order, a Complaint was filed on behalf of the People of the State of Illinois *ex rel.* Lisa Madigan, Attorney General of the State of Illinois, on her own motion pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2014), against CLI.

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2014).

3. On the same date as entry of this Consent Order, a Complaint was filed by the Local Governmental Plaintiffs against CLI alleging the existence of a nuisance.

4. At all times relevant to the Complaints, CLI was and is an Illinois corporation in good standing with the Illinois Secretary of State's Office.

5. CLI owns and operates a municipal solid waste and special waste landfill located at 9550 Heritage Road, Clinton, unincorporated DeWitt County, Illinois ("Clinton Landfill 3" or "Facility").

6. Clinton Landfill 3 consists of two parts: a 135-acre municipal solid waste unit ("MSWU") and a 22.5-acre portion of Clinton Landfill 3 referred to as of the date of entry of this Consent Order as the Chemical Waste Unit ("CWU"), located within the boundaries of the Facility (and for purposes of this Consent Order, Clinton Landfill 3 consists of the land legally

described in Exhibit A, a copy of which is attached hereto and incorporated by reference into this Consent Order).

7. On November 9, 2012, a complaint was filed with the Illinois Pollution Control Board ("Board") titled Mahomet Valley Water Authority, City of Champaign, Donald R. Gerard, City of Urbana, Laurel Lunt Prussing, City of Bloomington, County Of Champaign, County Of Piatt, Town of Normal, Village Of Savoy, and City of Decatur, v. Clinton Landfill, Inc., PCB 13-22 (the "Mahomet Valley et al. case" and the "Mahomet Valley et al. case Parties").

8. On February 7, 2013, the People of the State of Illinois by Attorney General Lisa Madigan intervened in the Mahomet Valley et al. case.

9. On September 19, 2013, the Board granted CLI's Motion to Dismiss in the Mahomet Valley et al. case.

10. The Mahomet Valley et al. case Parties (Case No. 4-14-0002), and Intervenor the People of the State of Illinois (Case No. 4-14-0020), timely filed appeals with the Fourth District Court of Appeals. At this time, briefing on the appeals is complete and oral argument has been scheduled.

11. On August 28, 2014, CLI filed with the Board a Petition for Review of Permit based on an Illinois EPA-initiated modification ("Modification 47") of Landfill Permit No. 2005-070-LF. Clinton Landfill, Inc. v. Illinois Environmental Protection Agency, Case No. PCB 15-60.

12. Subsequent modifications of Landfill Permit No. 2005-070-LF have necessitated additional petition filings with the Board because the language from Modification 47 was incorporated into each subsequent modification. Clinton Landfill, Inc. v. Illinois Environmental

Protection Agency, Case Nos. PCB 15-76, PCB 15-111, PCB 15-113, PCB 15-166, PCB 15-194, PCB 15-195, PCB 15-207, and PCB 16-34.

**B. Definitions**

For the purposes of this Consent Order, the following definitions shall apply:

1. "Manufactured Gas Plant Source Material ("MGP Source Material")" shall mean any waste generated from the remediation of an MGP site or facility, the analysis of which, if it were tested using Method 1311 (Toxicity Characteristic Leaching Procedure in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," USEPA Publication Number EPA 530/SW-846), would demonstrate that the waste exceeds the regulatory levels for any contaminant given in the table contained in 40 C.F.R. 261.24(b) and 35 Ill. Adm. Code 721.124(b).

2. "Toxic Substances Control Act-polychlorinated biphenyls ("TSCA-PCBs")" shall mean wastes containing PCBs that are required by the Toxic Substances Control Act to be disposed of in a Chemical Waste Landfill as defined in 40 C.F.R. 761.3.

3. The "Sole Source Aquifer" shall mean the Mahomet Sole Source Aquifer Area as designated by the USEPA effective on March 11, 2015 (as published in 80 Fed. Reg. 14370 (March 19, 2015)).

**C. Allegations of Non-Compliance**

The State contends that CLI has violated the following provisions of the Act and Board Waste Disposal regulations related to the Facility:

Count I: Waste Disposal in Violation of the Act, in violation of Section 21(d)(2) and (e) of the Act, 415 ILCS 5/21(d)(2) and (e) (2014), and Section 812.105 of the Board Waste Disposal Regulations, 35 Ill. Adm. Code 812.105.

Local Governmental Plaintiffs contend that CLI has created a public nuisance related to the disposal of MGP Source Material at the Facility.

**D. Consolidation**

On the same date as entry of this Consent Order, the case involving the Local Governmental Plaintiffs' Complaint was consolidated into the case involving the State's Complaint by the Court, on the Agreed Motion to Consolidate filed by the Parties to the Consent Order.

**E. Non-Admission of Violations**

CLI represents that it has entered into this Consent Order for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Consent Order and complying with its terms, CLI does not affirmatively admit the allegations of violation within the Complaints and referenced above, and this Consent Order shall not be interpreted as including such admission.

## II. APPLICABILITY

A. This Consent Order shall apply to and be binding upon the Parties to the Consent Order and shall constitute a covenant running with the real property that is the site of Clinton Landfill 3 (*see* Exhibit A) and thereby apply to and be binding upon all successors in ownership or interest to said real property. The Parties to this Consent Order agree that it shall be filed for record in the office of the DeWitt County Clerk and Recorder. CLI waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order.

B. No change in ownership, corporate status or operator of the Facility shall in any way alter the responsibilities of CLI or the State under this Consent Order. CLI shall provide a copy of this Consent Order to any purchaser of the Facility or successor in interest to CLI as owner of the Facility. This provision does not relieve CLI from compliance with any regulatory requirement regarding notice and transfer of applicable Facility permits.

## III. JUDGMENT ORDER

This Court has jurisdiction of the subject matter herein and of the Parties to the Consent Order and, having considered the stipulated facts and being advised in the premises, finds the following relief appropriate:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

### A. CLI's Commitments

1. Within seven (7) days of entry of this Consent Order, CLI shall move to dismiss the permit appeals currently pending before the Board, Clinton Landfill, Inc. v. Illinois Environmental Protection Agency, Case Nos. PCB 15-60, PCB 15-76, PCB 15-111, PCB 15-113, PCB 15-166, PCB 15-194, PCB 15-195, PCB 15-207, and PCB 16-34.

2. On May 29, 2015, CLI filed a withdrawal of its request with the United States Environmental Protection Agency ("USEPA") for approval to dispose of TSCA-PCBs at the CWU at Clinton Landfill 3. CLI shall not submit an application to USEPA at any time in the future for approval to dispose of TSCA-PCBs at or within the boundaries of the real estate presently known as Clinton Landfill 3.

3. As of the date of entry of this Consent Order and until such time as CLI meets all the requirements set forth in the Permit 2005-070-LF, including closure and post-closure care, CLI shall not seek to obtain approval to accept TSCA-PCBs at the Facility.

4. As of the date of entry of this Consent Order and until such time as CLI meets all the requirements set forth in the Permit 2005-070-LF, including closure and post-closure care, CLI shall not accept for disposal at or within the boundaries of the real estate presently known as Clinton Landfill 3, any MGP Source Material.

5. a. Notwithstanding any subsequent modifications to Permit 2005-070-LF, CLI shall at a minimum, semi-annually monitor groundwater monitoring wells located downgradient of Cell CWU-1A, namely: G40M, G40D, G40R, G47M, G47D, G47R, G48M, G48D, G48R, G49S, G49M, G49D, G49R, G50S, G58M, G58D, G59D, and G59R at the Facility for the following parameters:

a) Acenapthene
b) Acenapthylene
c) Anthracene;
d) Benzene;
e) Benzo(a)anthracene
f) Benzo(a)pyrene
g) Benzo(b)fluoranthene
h) Benzo(ghi)perylene
i) Benzo(k)fluoranthene
j) Chrysene
k) Pentachlorophenol
l) Dibenzo(a,h)anthracene
m) Ethylbenzene
n) Fluoranthene
o) Indeno(1,2,3-cd)pyrene
p) Naphthalene
q) Phenanthrene
r) Pyrene
s) Toluene
t) Xylenes-Total

b. The requirements in Paragraph III.A.5 shall remain in effect until such time as CLI completes closure and post-closure care, as required in conformity with all applicable permits, statutes, and Board regulations.

c. Laboratory analysis of the groundwater monitoring conducted pursuant to this Paragraph III.A.5 shall be performed and reported by a laboratory that holds NELAP/TNI (National Environmental Laboratory Accreditation Program/The NELAC Institute) or equivalent certification. The Parties acknowledge that the Illinois EPA has the existing legal authority to split samples with CLI and to conduct testing at Clinton Landfill 3.

6. As of the date of entry of this Consent Order, CLI shall comply with all terms and conditions of Illinois EPA Landfill Permit No. 2005-070-LF, currently and as modified.

7. This Consent Order in no way affects the responsibilities of CLI to comply with any other federal, state or local laws or regulations, including but not limited to the Act.

8. The existing MGP Source Material within the CWU is currently covered with a minimum of 12 inches of clean soil as an "intermediate cover," as is required by the Illinois EPA regulations. In addition to and directly above that intermediate cover layer, CLI shall place an additional 12 inches of clean, select clayey soil of the same type that has proven to meet the Illinois EPA low permeability requirements for landfill cell compacted clay liner construction (low permeability compacted cohesive earth liner with hydraulic conductivity no greater than 1 x $10^{-7}$ cm/sec). CLI or its contractor shall compact the additional 12 inches of said select clayey soil using the same equipment and methods utilized when constructing compacted clay liners for landfill cells. This relatively impermeable cap will minimize if not prevent altogether "new" water from coming into contact with the MGP Source Material. The existing leachate collection system beneath the MGP Source Material will ensure that any liquid that might be released from the MGP Source Material over time will be effectively collected and removed for proper management.

9. CLI shall not accept for disposal, apply for permits or authority to dispose, or file or seek to obtain local siting approval pursuant to Section 39.2 of the Act from the DeWitt County Board (or from the governing body of a municipality if in an incorporated area in the future) for the disposal of TSCA-PCBs or MGP Source Material on any real estate that is located over the Sole Source Aquifer in DeWitt County, Illinois, at any time.

10. CLI shall seek to have Landfill Permit No. 2005-070-LF modified by the Illinois EPA consistent with the terms of this Consent Order.

**B. State's Stipulations**

1. The State stipulates that it is resolving the allegations of its Complaint filed herein without requiring CLI to exhume the MGP Source Material currently disposed of in the CWU at the Facility, based on the violations alleged in the Complaint filed herein.

2. The State stipulates that CLI is not required to obtain any additional local siting approval from the DeWitt County Board for the CWU, provided that the CWU is not used for the disposal of MGP Source Material or TSCA-PCBs after the date of entry of this Order, and hereafter the CWU only accepts municipal solid waste, non-hazardous special waste, certified non-special wastes, and such other wastes that CLI is permitted to accept at the MSWU at the Facility.

3. Within seven (7) days of entry of this Consent Order, the State shall move to dismiss its appeal in Case No. 4-14-0020 filed with the Fourth District Court of Appeals.

**C. Local Governmental Plaintiffs' Stipulations**

1. The Local Governmental Plaintiffs stipulate that each of them is resolving the allegations of their Complaint filed herein without requiring CLI to exhume the MGP Source Material currently disposed of in the CWU at the Facility, and the Local Governmental Plaintiffs

stipulate that each of them will never require CLI to exhume the MGP Source Material currently disposed of in the CWU at the Facility.

2. Within seven (7) days of entry of this Consent Order, the Mahomet Valley et al. case Parties shall move to dismiss their appeal in Case No. 4-14-0002 filed with the Fourth District Court of Appeals.

3. a. On July 14, 2015, the MAHOMET VALLEY WATER AUTHORITY repealed its Ordinance No. 68.

b. The MAHOMET VALLEY WATER AUTHORITY shall adopt no ordinance prior to January 1, 2016, that concerns the subject matter at issue in repealed Ordinance No. 68; provided, however, that nothing herein shall prohibit the MAHOMET VALLEY WATER AUTHORITY from taking legislative action that concerns the subject matter of repealed Ordinance No. 68 prior to January 1, 2016, in the event: (i) CLI files a significant permit modification request seeking a substantial change in the operations, design or regulated status of the Facility that would allow the Facility to dispose of wastes which are not currently allowed under RCRA Subtitle D regulations; or (ii) CLI seeks approval to dispose of new waste stream(s) at the Facility for which it does not have permit authority as of the date of this Consent Order. If this Paragraph III.C.3.b is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions in this Consent Order shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

c. CLI shall have the right to enforce the requirements in this Paragraph III.C.3 against the MAHOMET VALLEY WATER AUTHORITY alone; the other Parties shall not be joined in any such enforcement action.

4. The COUNTY OF CHAMPAIGN, ILLINOIS and the COUNTY OF McLEAN, ILLINOIS each agree that if it is presented with an application for the siting and development of a transfer station and recycling center by CLI or any of its affiliates, such COUNTY will consider in good faith whether same is consistent with the solid waste management plan adopted by the COUNTY in accordance with the Local Solid Waste Disposal Act and/or the Solid Waste Planning and Recycling Act.

**D. Enforcement and Modification of Consent Order**

1. This Consent Order is a binding and enforceable order of this Court. This Court shall retain jurisdiction of this matter and shall consider any motion by any party for the purposes of interpreting and enforcing the terms and conditions of this Consent Order. The Parties to the Consent Order agree that notice of any subsequent proceeding to enforce this Consent Order may be made by mail and waives any requirement of service of process.

2. The Parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this Consent Order without leave of this Court. A request for any modification shall be made in writing and submitted to the designated representatives. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Consent Order.

**E. Dispute Resolution**

The Parties to the Consent Order may seek to informally resolve disputes arising under this Consent Order. The Parties to the Consent Order reserve the right to seek enforcement by

the Court where any other party has failed to satisfy any compliance deadline or has violated any provision within this Consent Order.

**F. Notice and Submittals**

The submittal of any notice or other documents required under this Consent Order shall be delivered to the following designated representatives:

As to the State Plaintiffs

Stephen J. Sylvester
Jennifer A. Van Wie
Assistant Attorneys General
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

James Jennings
Assistant Counsel, Division of Legal Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Steve Nightingale
Manager, Bureau of Land, Permits Section
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

As to CLI

Brian Meginnes
Janaki Nair
Elias, Meginnes & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602-1611

Royal J. Coulter, President
Clinton Landfill, Inc.
4700 N. Sterling Avenue
Peoria, Illinois 61615

As to Local Governmental Plaintiffs

City of Champaign
City Attorney
Office of City Attorney
102 N. Neil Street
Champaign, Illinois 61820

City of Champaign
City Manager
Office of City Manager
102 N. Neil Street
Champaign, Illinois 61820

Town of Normal
Corporation Counsel
Office of Corporation Counsel
11 Uptown Circle
Normal, Illinois 61761

Town of Normal
City Manager
Office of City Manager
11 Uptown Circle
Normal, Illinois 61761

City of Decatur
Corporation Counsel
Office of Corporation Counsel
Decatur Civic Center
1 Gary K. Anderson Plaza – 3rd Floor
Decatur, Illinois 62523

City of Decatur
City Manager
Office of City Manager
Decatur Civic Center
1 Gary K. Anderson Plaza – 3rd Floor
Decatur, Illinois 62523

**G. Release from Liability**

In consideration of CLI's commitments as set forth in Section III.A., the State and the Local Governmental Plaintiffs release, waive and discharge CLI from any liability, penalties,

and/or fines for the violations of the Act or in nuisance, respectively, that were the subject matter of the Complaints or are otherwise addressed herein. The release set forth above does not extend to any matters other than those expressly specified in the Complaints filed on the same date as entry of this Consent Order, or in this Consent Order. The State and the Local Governmental Plaintiffs reserve, and this Consent Order is without prejudice to, all rights of the State of Illinois and the Local Governmental Plaintiffs against CLI with respect to all matters not expressly addressed herein, including but not limited to the following:

a. criminal liability;

b. liability for future violations;

c. liability for natural resources damage arising out of the alleged violations; and

d. CLI's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois or the Local Governmental Plaintiffs may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, other than CLI.

**H. Execution and Entry of Consent Order**

This Order shall become effective only when executed by all Parties to the Consent Order and the Court. This Order may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

WHEREFORE, the parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

AGREED:

**FOR THE STATE PLAINTIFF:**

PEOPLE OF THE STATE OF ILLINOIS
*ex rel*. LISA MADIGAN
Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/
Asbestos Litigation Division

BY: _____
ELIZABETH WALLACE, Chief
Assistant Attorney General
Environmental Bureau

DATE: _____

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

LISA BONNETT, Director
Illinois Environmental Protection Agency

BY: _____
JOHN J. KIM
Chief Legal Counsel

DATE: _____

**FOR THE LOCAL GOVERNMENTAL PLAINTIFFS:**

MAHOMET VALLEY WATER
AUTHORITY

By:_____

Its:_____

DATE: _____

CITY OF CHAMPAIGN, ILLINOIS, a
municipal corporation

By:_____

Its:_____

DATE: _____

DONALD R. GERARD

_____

DATE: _____

LAUREL LUNT PRUSSING

_____

DATE: _____

CITY OF URBANA, ILLINOIS, a municipal corporation

By:_____

Its:_____

DATE: _____

CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation

By:_____

Its:_____

DATE: _____

COUNTY OF CHAMPAIGN, ILLINOIS

By:_____

Its:_____

DATE: _____

COUNTY OF PIATT, ILLINIOS

By:_____

Its:_____

DATE: _____

TOWN OF NORMAL, ILLINOIS, a municipal corporation

By:_____

Its:_____

DATE: _____

VILLAGE OF SAVOY, ILLINOIS, a municipal corporation

By:_____

Its:_____

DATE: _____

CITY OF DECATUR, ILLINOIS, a municipal corporation

By:_____

Its:_____

DATE: _____

CITY OF MONTECELLO, ILLINOIS, a municipal corporation

By:_____

Its:_____

DATE: _____

CITY OF TUSCOLA, ILLINOIS, a municipal corporation

By:_____

Its:_____

DATE: _____

VILLAGE OF FORSYTH, ILLINOIS, a municipal corporation

By:_____

Its:_____

DATE: _____

COUNTY OF McLEAN, ILLINOIS

By:_____

Its:_____

DATE: _____

DEBORAH FRANK-FEINEN

By:_____

Its:_____

DATE: _____

COUNTY OF MACON, ILLINOIS

By:_____

Its:_____

DATE: _____

**FOR CLI:**

CLINTON LANDFILL, INC.

BY: _____

Its: _____
Title of Signatory

DATE: _____

**IT IS SO ORDERED.**

**ENTERED:**

_____
**JUDGE**

DATE: _____

# EXHIBIT A

LEGAL DESCRIPTION OF SITE
(Clinton Landfill No. 3)

The approximately 269 acre site is located approximately 2 miles south of Clinton, Illinois east of U.S. Highway 51, in Texas Township, DeWitt County, Illinois. The site is legally described as follows:

Part of the Northeast Quarter and the Southeast Quarter of Section 10, Township Nineteen (19) North, Range Two (2) East; the Northwest Quarter and the Southwest Quarter of Section 11, Township Nineteen (19) North, Range Two (2) East; and the Northwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of Section 14, Township Nineteen (19) North, Range Two (2) East, all situated in Dewitt County, Illinois and more particularly described as follows;

Commencing at the Southwest corner of the Northeast Quarter of said Section 10; thence N.88°36'34"E., 345.56 feet along the South line of the Northeast Quarter of said Section 10 to the Point of Beginning; thence N.0°00'05"W., 63.49 feet to the Northerly Right of Way line of a township road; thence S.89°59'55"W., 60.00 feet along the said Northerly Right of Way line; thence S.17°16'48" W., 47.13 feet along the said Northerly Right of Way line; thence N.87°43'00"W., 124.87 feet along said Northerly Right of way to the Easterly Right of Way line of F.A. Route 412 (US Route 51); thence N.0°19'42"E., 82.61 feet along said Easterly Right of Way line; thence N.5°22'57"W., 100.50 feet along said Easterly Right of Way line; thence N.0°19'42"E., 88.93 feet along said Easterly Right of Way line; thence N.88°36'34"E., 2530.01 feet to the East line of the Northeast Quarter of said Section 10; thence N.88°25'40"E., 204.15 feet to the East Right of Way line of the now abandoned Illinois Central Gulf Railroad; thence S.0°20'22"E., 300.05 feet along the said East Right of Way to the North line of the Southwest Quarter of said Section 11; thence N.88°25'40"E., 2444.08 feet along the North line of the Southwest Quarter of said Section 11 to the iron pin at the Northeast corner of the Southwest Quarter of said Section 11; thence S.0°11'27"W., 1319.68 feet along the East line of the Northeast Quarter of the Southwest Quarter of said Section 11 to the iron pin at the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 11; thence S.0°20'57"W., 1336.42 feet along the East line of the Southeast Quarter of the Southwest Quarter of said Section 11 to the iron pin at the Southeast Corner of the Southwest Quarter of said Section 11; thence S.0°29'23"W., 196.82 feet along the West line of the Northwest Quarter of the Northeast Quarter of said Section 14; thence S.37°48'15"E., 884.21 feet; thence South, 427.15 feet to the South line of the Northwest

Quarter of the Northeast Quarter of said Section 14; thence S.88°41'09"W., 549.84 feet along the South line of the Northwest Quarter of the Northeast Quarter of said Section 14 to the iron pin at the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 14; thence S.88°34'49"W., 1167.00 feet along the South line of the North Half of the Northwest Quarter of said Section 14; thence N.65°24'32"W., 1454.56 feet; thence West, 143.42 feet; thence N.0°20'22"W., 298.81 feet; thence N.0°20'22"W., 2805.20 feet; thence N.45°45'22"W., 222.93 feet; thence S.88°23'08"W., 950.46 feet; thence S.12°26'12"W., 316.59 feet; thence N.76°33'13"W., 1149.56 feet; thence N.0°00'05"W., 96.51 feet to the Point of Beginning and containing 268.804 acres more or less.

Part of 12-10-400-003

**REGULAR AGENDA ITEM NO. 8D**

FOR COUNCIL: September 14, 2015

**SUBJECT:** Presentation and Discussion regarding Amending the Ordinance to Chapter 39 - Taxation, Section 130, to increase the Home Rule Sales Tax and designate the disposition of the increase.

**RECOMMENDATION/MOTION:** For Discussion and Presentation Only, and receive Public Input on the proposed amendment to Chapter 39 – Taxation, Section 130.

**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:**

Finance staff has recommended that the City increase its revenue streams to keep up with increasing labor costs. Relying on demand in consumer purchases and city services can no longer pay for city operations. The City's three main revenues categories: property tax, home rule sales tax and licenses, permits and fees, make up 48 percent of General Fund revenues which have not been increased in some time. The Home Rule Sales Tax was increased in FY2009 by 0.25 percent for debt service related to the US Cellular Coliseum (USCC) and Bloomington Center for Performing Arts (BCPA) with any residual revenues to restore the General Fund. Property Taxes were raised in FY2010 by 8.11 percent dedicated to fund city pensions. Licenses, permits and fees for services have not been updated in some cases for over thirty years.

The City finds itself at an opportune time to raise a much needed tax without leaving itself at a disadvantage. The Town of Normal has adopted a 1 percent sales tax increase contingent on the City of Bloomington doing the same. Both the City and the Town of Normal have traditionally levied the same tax rate since both communities population are so closely intertwined.

Home Rule Sales Tax is levied on all persons engaged in the business of selling tangible personal property and is not levied on personal property licensed through the Secretary of State's Office (vehicles, campers, trailers, motorcycles, etc.), food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

Home Rule Sales Tax Rate for Surrounding Communities

| Town/City | Home Rule Rate | State Sales Rate | Total Sales Tax Rate | New Rate as Proposed |
|---|---|---|---|---|
| Bloomington | 1.50% | 6.25% | 7.75% | 8.75% |
| Normal | 1.50% | 6.25% | 7.75% | 8.75% |
| Champaign | 1.50% | 7.50% | 9.00% | 9.00% |
| Decatur | 1.50% | 7.50% | 9.00% | 9.00% |
| Peoria[1] | 1.50% | 6.75% | 8.25% | 8.25%[1] |
| Urbana | 1.50% | 7.50% | 9.00% | 9.00% |

1 The tax rate for Peoria is for purchases outside their business district which taxes at 9.25%.

Home rule sales tax is administered by the Illinois Department of Revenue which allows revenue changes twice per year. The Town of Normal is implementing for a January 1st, 2016 effective date and we recommend the City comply with this date. The filing deadline is October 1st, 2015.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Budget Task Force Meetings have been held and open to the public on June 8, June 22, July 27, August 10, and August 24, 2015. The Budget Task Force has also made presentations to the Committee of the Whole on July 20, 2015 and to the City Council on August 24, 2015.

**FINANCIAL IMPACT:** A 1 percent increase in the Home Rule Sales Tax is estimated to generate approximately $9.6M annually. One quarter of a percent estimated at $2.4M is proposed to be reserved for McLean County for mental health purposes, and another quarter percent used for the City's street resurfacing program. The remaining half percent would go to general operations and be used to offset the structural deficit estimated to be $4.8M.

Respectfully submitted for Council consideration.

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:**

- Ordinance
- Town of Normal Council Action Plan (8D-1)
- McLean County Mental Health Plan (8D-2)

Motion: For Discussion and Presentation Only, and receive Public Input on the proposed amendment to Chapter 39 – Taxation, Section 130.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |
| | | | | | | | |

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE REGARDING THE RATE AND DISPOSITION OF THE HOME RULE MUNICIPAL RETAILER OCCUPATION TAX AND THE HOME RULE MUNICIPAL SERVICE OCCUPATION TAX**

**WHEREAS**, the City of Bloomington is a home rule unit of local government with power to enact legislation for the benefit and safety of its residents; and

**WHEREAS**, the Illinois Municipal Code authorizes the City to impose a Home Rule Municipal Retailer Occupation Tax and a Home Rule Municipal Service Occupation Tax and to change the rate of those taxes in increments of 0.25%; and

**WHEREAS**, the City imposes a Home Rule Retailer Occupation Tax and a Home Rule Service Occupation Tax both at a rate of 1.5%; and

**WHEREAS**, the taxes are collected and administered by the Illinois Department of Revenue; and

**WHEREAS**, the City finds that it is in the best interests of the health safety and welfare of the citizens of the City of Bloomington to increase the rate of those taxes to 2.5% beginning January 1, 2016 in order to help fund mental-health services and to fund other priorities that are important to the citizens of the City; and

**WHEREAS**, the City intends to dedicate 25% of the increased rate to fund mental health services as identified in the McLean County Mental Health Action Plan of 2015; and

**WHEREAS**, the City intends to utilize 25% of the increased rate for street resurfacing program within the City; and

**WHEREAS**, the City intends to utilize the remaining 50% for the general operation and maintenance needs of the City; and

**WHEREAS**, the City intends that the implementation of the increase in the tax rates be contingent upon the passage of a similar increase in the tax rates of the Town of Normal.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, McCLEAN COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** That Chapter 39, Article XI, Section 130 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

SEC. 130 Imposition of Tax.

A. A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property~~, other than an item of tangible personal property titled or registered with an agency of this state's government,~~ at retail in this municipality. Before January 1, 2016, the tax under this subsection (A) is imposed at the rate of 1.5% ~~one and one-half percent (1 1/2%)~~ of the gross receipts from such sales made in the course of such business. On and after January 1, 2016, the tax imposed under this subsection (A) is 2.5% of the gross receipts from such sales made in the course of such business. The tax under this subsection (A) does not apply to (i) the sale of an item of tangible personal property titled or registered with an agency of this State's government or (ii) food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics. This tax is imposed in accordance with Section 8-11-1 of the Illinois Municipal Code (65 ILCS 5/8-11-1) ~~while this ordinance is in effect; and~~

B. A~~a~~ tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service. Before January 1, 2016, the tax imposed under this Subsection (B) at the rate of 1.5% ~~one and one-half percent (1 1/2%)~~ of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. On and after January 1, 2016, the tax imposed under this subsection (B) is 2.5% of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. The tax under this subsection (B) does not apply to the sale of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics. This tax is imposed in accordance with Section 8-11-5 of the Illinois Municipal Code (65 ILCS 5/8-11-5).

~~The imposition of these "home rule sales taxes" are in accordance with the provisions of Section 8-11-1 and 8-11-5 respectively of the Illinois Municipal Code (65 ILCS 5/8-11-1 and 65 ILCS 5/8-11-5 State Bar Association Edition, 2008, as amended).~~

**SECTION 2.** That a new Section 133 shall be added to Chapter 39, Article XI of Bloomington City Code, 1960, as amended, as follows:

SEC. 133. Disposition of Certain Proceeds. The City shall distribute 10% of the net proceeds collected after June 30, 2016, from the 2.5% rate under Section 130 to the County of McLean for purposes of mental health and public safety in accordance with an intergovernmental agreement to be entered into between the Town of Normal, the City of Bloomington, and the County of McLean for such purposes. For the purpose of this Section, “net proceeds” means the amount of the

tax collected under Section 130 and remitted to the City by the Department of Revenue.

**SECTION 3.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 4.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 5.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law and is directed to file a certified copy of this ordinance with the Illinois Department of Revenue on or before October 1, 2015.

**SECTION 6.** This ordinance shall be effective immediately after the date of its publication as required by law and the new tax rate identified herein shall be effective.

**SECTION 7.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this _____ day of July, 2015.

APPROVED this _____ day of July, 2015.

| | **YES** | **NO** | **ABSENT** | **PRESENT** |
|---|---|---|---|---|
| LOWER | | | | |
| SAGE | | | | |
| MWILAMBWE | | | | |
| BURAGAS | | | | |
| PAINTER | | | | |
| SCHMIDT | | | | |
| BLACK | | | | |
| HAUMAN | | | | |
| FRUIN | | | | |
| | | | | |
| RENNER | | | | |
| | | | | |
| TOTAL | | | | |

APPROVED:

_____
Tari Renner, Mayor

ATTEST:

_____
Cherry Lawson, City Clerk

# *TOWN COUNCIL ACTION REPORT*

**September 3, 2015**

## *Ordinance Amending Section 25.9-1 and Section 25.9-3 of the Municipal Code of the Town of Normal Regarding the Rate and Disposition of the Home Rule Municipal Retailer Occupation Tax and the Home Rule Municipal Service Occupation Tax*

| | |
|---|---|
| **PREPARED BY:** | **Mark R. Peterson, City Manager** |
| **REVIEWED BY:** | **Brian Day, Corporation Counsel**<br>**Andrew Huhn, Director of Finance** |
| **BUDGET IMPACT:** | **The proposed Home Rule Sales Tax increase is expected to generate additional revenue beginning in FY 2016-17 of approximately $6.1 million.** |
| **STAFF RECOMMENDATION:** | **Approval** |
| **ATTACHMENTS:** | **Proposed Ordinance; Executive Memorandum Regarding the Possible Increase in the Home Rule Sales Tax Rate** |

**BACKGROUND**

In accordance with the Town's Home Rule authority granted by the Illinois Constitution, the Council has the right to create and levy a local sales tax that applies to the purchase of products within the Town of Normal with the exception of groceries, prescription medicine and vehicles that are licensed and titled by the State of Illinois. The Town initially created a Home Rule Sales Tax on April 1, 1988 (.50%). The rate of that tax has been increased on four separate occasions since its initial creation, the most recent of which took place in July of 2010 when the rate was increased from 1.25% to 1.50%.

I have attached to this report an Executive Memorandum that was distributed to the Council on August 11, 2015 which provides additional information regarding the Town's Home Rule Sales Tax and discusses the possibility of increasing that Home Rule Tax to address a number of community-wide issues/opportunities as well as to address some unfunded project needs within the Town of Normal.

The Council convened a "Committee of the Whole" meeting on August 15th, to solicit public input on a proposed increase in the Town's Home Rule Sales Tax. In addition to seeking comments from the general public, the Council specifically invited stakeholders of organizations that might benefit from the increase in the sales tax to attend that meeting and to present information to the Council on specifically how those funds might be used.

During that meeting, the Council received presentations from McLean County officials, including County Board Chairman Matt Sorensen, discussing mental health service and facility needs within the County; Andrew Johnson, General Manager of Connect Transit, to discuss how the Transit System could effectively use additional local funding from a sales tax increase; Kyle Ham of the Bloomington Normal Economic Development Council and Charlie Moore of the McLean County Chamber of Commerce,

addressed ways in which the sales tax proceeds could be helpful in implementing the new BN Advantage Economic Development Plan. Crystal Howard and representatives of community soccer organizations spoke to the need for both soccer facilities and the ways in which sales tax proceeds could enhance commerce associated with tourism within the community.

**DISCUSSION/ANALYSIS**

Since that meeting, Council members have had the opportunity to receive more informal input from the general public. In addition, the proposed Home Rule Sales Tax increase has been discussed by the elected officials of the City of Bloomington.

The ordinance that is before you this evening, if approved, would increase the Home Rule Sales Tax from the current rate of 1.5% to 2.5%, effective January 1, 2016. For the Town of Normal alone, this proposed increase in the sales tax rate would generate approximately $6.1 million in additional revenue during the first year. The proposed ordinance also stipulates that 25% of the additional revenue from the Home Rule Sales Tax rate increase (which would be approximately $1.675 million the first year) would be specifically earmarked for community mental health services and facilities and would be used to fund initiatives that are identified in the 2015 McLean County Mental Health Action Plan that was adopted earlier this year by the McLean County Board. The specific manner in which those funds would be distributed would be the subject of a future intergovernmental agreement involving McLean County and the City of Bloomington.

Further, the proposed ordinance before you renders an increase in the proposed Home Rule Sales Tax from 1.5% to 2.5% contingent upon the approval of an identical increase by the City of Bloomington. It is our understanding that the City of Bloomington will be considering a similar ordinance at their next regular meeting of September 14, 2015. It is expected that the City of Bloomington will also include a provision in their ordinance that will earmark 25% of the additional revenue generated by the increase in the sales tax rate for mental health services and facilities in accordance with the 2015 McLean County Mental Health Action Plan.

In order to begin collecting the Home Rule Sales Tax at the higher rate by January 1, 2016, approval of the enabling ordinance must occur with sufficient time to file the ordinance with the Illinois Department of Revenue by October 1 of this year. That would require both the Town of Normal and the City of Bloomington to take action in September in order to meet this filing requirement. If that filing deadline were to be missed, the next opportunity that the two communities would have to implement an increase in the Home Rule Sales Tax rate would be July 1, 2016. In order to meet that implementation date, the enabling ordinances would have to be filed by the Illinois Department of Revenue no later than April 1, 2016.

Even though the Town has identified other potential needs that could be addressed with revenue associated with the proposed Home Rule Sales Tax rate increase, the proposed ordinance includes only mental health services and facilities as a specifically earmarked use of a portion of the sales tax proceeds. It would be the staff's recommendation that the Council formally request that the City of Bloomington also consider allocating a portion of the new revenue from the sales tax increase for the Connect Transit System, business development activities including BN Advantage implementation and other business related initiatives, and a community multipurpose athletic complex that could accommodate soccer as well as a number of other recreational activities including lacrosse, cricket, little league football, cross country, etc. These items could be offered as recommendations to the City of Bloomington along with an expression of the Town's willingness and desire to discuss with their counterparts in Bloomington the possible joint funding of all or some of these identified community needs and priorities. Staff also recognizes that the City of Bloomington may have other community priorities that

they would wish to consider for joint funding through the additional proceeds from a 1% sales tax increase in both communities.

In addition to the above referenced community-wide initiatives for which a portion of the new revenue from the sales tax increase might be appropriated, the Town has a number of unfunded capital project needs that could benefit from the revenue from the increase in the Home Rule Sales Tax rate. Some of those unfunded needs are as follows:

- Concrete street repair and replacement
- General street, curb & gutter repair and replacement
- Implementation of Parks & Recreation Master Plan initiatives
- Various minor park improvement projects
- Implementation of needed building projects identified in the Facilities Master Plan
- Uptown 2.0 implementation including a pedestrian underpass
- Construction of a new public library
- Technology Investment

In addition to the aforementioned capital project needs, the Council could elect to use a portion of the new sales tax proceeds to expedite the repayment of General Obligation debt associated with the Uptown Project. Additionally, the Council could choose to allocate some of the additional revenue to supplement fire and police pension funding.

So, to recap, the proposed ordinance, if approved by both the Town of Normal and the City of Bloomington, would increase the Home Rule Sales Tax rate from 1.5% to 2.5% effective January 1, 2016. Such an increase is expected to generate additional unrestricted revenue to the Town of Normal in the amount of $6.1 million in the first year and approximately $9.4 million to the City of Bloomington in the first year. As proposed, the ordinance would earmark 25% of that total revenue, or approximately $3.87 million, for funding a variety of mental health service and facility needs as have been identified in the 2015 McLean County Mental Health Action Plan and as would be more specifically enumerated in a future intergovernmental agreement involving the Town of Normal, the City of Bloomington and McLean County. The ordinance does not include any other earmarked uses for the funds. However, the Town Council may wish to recommend that funding be provided to Connect Transit, to the BN Advantage implementation and other business development programs as well as used for the construction of a multipurpose outdoor athletic complex.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25.9-1 AND SECTION 25.9-3 OF THE MUNICIPAL CODE OF THE TOWN OF NORMAL REGARDING THE RATE AND DISPOSITION OF THE HOME RULE MUNICIPAL RETAILER OCCUPATION TAX AND THE HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

WHEREAS, the Town of Normal is a home rule unit of local government with power to enact legislation for the benefit and safety of its residents; and

WHEREAS, the Illinois Municipal Code authorizes the Town to impose a Home Rule Municipal Retailer Occupation Tax and a Home Rule Municipal Service Occupation Tax and to change the rate of those taxes in increments of 0.25%; and

WHEREAS, the Town imposes a Home Rule Retailer Occupation Tax and a Home Rule Service Occupation Tax both at a rate of 1.5%; and

WHEREAS, the taxes are collected and administered by the Illinois Department of Revenue; and

WHEREAS, the Town finds that it is in the best interests of the health safety and welfare of the citizens of the Town of Normal to increase the rate of those taxes to 2.5% beginning January 1, 2016 in order to help fund mental-health services and to fund other priorities that are important to the citizens of the Town; and

WHEREAS, the Town intends to dedicate 25% of the increased rate to fund mental health services as identified in the McLean County Mental Health Action Plan of 2015; and

WHEREAS, the Town intends that the implementation of the increase in the tax rates be contingent upon the passage of a similar increase in the tax rates of the City of Bloomington.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the Municipal Code Town of Normal, Illinois 1969 is amended by changing Section 25.9-1 and Section 25.9-3 as follows, with strikeouts indicating deletion in text and underscore indicating addition to text:

SEC. 25.9-1 Imposition of Tax.

A. A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property~~, other than an item of tangible personal property titled or registered with an agency of this state's government,~~ at retail in this municipality. Before January 1, 2016, the tax under this subsection (A) is imposed at the rate of 1.5% ~~one and one-half percent (1 1/2%)~~ of the gross receipts from such sales made in the course of such business. On and after January 1, 2016, the tax imposed under this subsection (A) is 2.5% of the gross receipts from such sales made in the course of such business. The tax under this subsection (A) does not apply to (i) the sale of an item of tangible personal property titled or registered with an agency of this State's government or (ii) food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics. This tax is imposed in accordance with Section 8-11-1 of the Illinois Municipal Code (65 ILCS 5/8-11-1) ~~while this ordinance is in effect; and~~

B. A~~a~~ tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service. Before January 1, 2016, the tax imposed under this Subsection (B) at the rate of 1.5% ~~one and one-half percent (1 1/2%)~~ of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. On and after January 1, 2016, the tax imposed under this subsection (B) is 2.5% of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. The tax under this subsection (B) does not apply to the sale of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics. This tax is imposed in accordance with Section 8-11-5 of the Illinois Municipal Code (65 ILCS 5/8-11-5).

~~The imposition of these "home rule sales taxes" are in accordance with the provisions of Section 8-11-1 and 8-11-5 respectively of the Illinois Municipal Code (65 ILCS 5/8-11-1 and 65 ILCS 5/8-11-5 State Bar Association Edition, 2008, as amended).~~

SEC. 25.9-3. Disposition of Certain Proceeds. The Town shall distribute 10% of the net proceeds collected from the 2.5% rate under Section 25.9-1 to the County of McLean for purposes of mental health and public safety in accordance with an intergovernmental agreement to be entered into between the Town of Normal, the City of Bloomington, and the County of McLean. For the purpose of this Section, "net proceeds" means the amount of the tax collected under Section 25.9-1 and remitted to the Town by the Department of Revenue.

SECTION TWO: That the Town Clerk is directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION THREE: That the Town Clerk is directed to file a certified copy of this ordinance with the Illinois Department of Revenue on or before October 1, 2015 subject to the condition that the City of Bloomington passes an ordinance that:

(1) increases the rate of the City's home rule retailers' occupation tax and of its home rule service occupation tax to a rate of 2.5%; and

(2) requires that the City shall distribute 10% of the net proceeds collected from the 2.5% rate, beginning with the net proceeds received by the City after June 30, 2016, to the County of McLean for purposes of mental health and public safety in accordance with an intergovernmental agreement to be entered into between the Town of Normal, the City of Bloomington, and the County of McLean.

If the foregoing condition does not occur, then this Ordinance may not be filed with the Illinois Department of Revenue and is void and has no force or effect.

SECTION THREE: This ordinance takes effect on January 1, 2016.

SECTION FOUR: That the Municipal Code, Town of Normal, Illinois, 1969, as previously amended and as amended herein, remains in full force and effect.

APPROVED:

_____

President of the Board of Trustees of
The Town of Normal, Illinois

ATTEST:

_____

Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2015, with _____ voting aye; _____ abstaining; _____ voting nay: and _____ absent.

| | AYE | NAY | OTHER | | AYE | NAY | OTHER |
|---|---|---|---|---|---|---|---|
| Councilwoman Lorenz | | | | Councilman Fritzen | | | |
| Councilman Preston | | | | Councilwoman Gaines | | | |
| Councilman McBride | | | | Mayor Koos | | | |
| Councilman McCarthy | | | | | | | |

The foregoing ordinance was approved by the President on the _____ day of _____, 2015.

The foregoing ordinance was published in pamphlet form on the _____ day of _____, 2015.

# EXECUTIVE MEMORANDUM

**To:** **Mayor and Council**

**From:** **Mark R. Peterson, City Manager**

**Re:** **Possible Increase in the Home Rule Sales Tax Rate**

**Date:** **August 11, 2015**

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As part of the strategic planning process, Council retreats were held on May 14 & 15 and July 10 of this year to identify and prioritize various community needs. During that process the Council identified several important community-wide needs and/or opportunities that will require significant financial resources in order to satisfy. These needs extend beyond the corporate boundaries of the Town and encompass the City of Bloomington and, in some cases, all of McLean County. Specifically, the following high priority community-wide needs were identified by the Council during the Strategic Planning process earlier this year:

1. *Mental health services and facilities*
2. *Public transit service expansion*
3. *Business development*
   a. *B-N Advantage implementation*
   b. *Tourism*
   c. *Other initiatives (e.g., B-N Tech Town, work force development, air service development)*
4. *Community soccer facilities*

Again, each of these community needs will ultimately require significant financial resources from local public sources. Consequently, during the Strategic Planning process the Council discussed various funding alternatives necessary to satisfy, all or a portion of, the aforementioned community needs. There was a general consensus among members of the Council that an increase in the local Home Rule (HR) sales tax rate would be the most appropriate mechanism for raising the necessary funds.

As a result of this discussion, the Council asked staff to prepare relevant information pertaining to a possible sales tax increase and to schedule a public discussion of this matter to take place at the regular Council meeting on August 17, 2015. Further, staff was directed to invite key stakeholders associated with the identified community needs to attend the meeting to discuss their specific areas of need and to share information with the Council as to how funding from a possible HR sales tax increase would be used to address their specific areas of need.

Inherent in this discussion is the notion that the Town of Normal and the City of Bloomington have historically tried to maintain their local sales tax rates at the same level. This has been done to ensure a "level playing field" for retailers in the two

communities. It must also be acknowledged that the aforementioned community needs affect the City of Bloomington as much as they do the Town of Normal. Consequently, if an increase in the HR sales tax rate is something that the you ultimately determine is warranted, it would seem to be appropriate, once that determination is made, to request that the City of Bloomington consider an identical increase and that the proportional share of the incremental additional revenue generated by the sales tax increase to each community be dedicated to these identified community needs.

However, since the Normal Town Council has made no decisions regarding whether or not a sales tax increase of any amount is appropriate at this time, no formal communication of this proposal has been forwarded to the City of Bloomington. With that being said, it should be noted that Mayor Koos and I have discussed this concept with Bloomington Mayor Renner and City Manager Hales. McLean County Board Chairman Sorenson and Administrator Wasson have also participated in those discussions.

## SALES TAX BACKGROUND INFORMATION

Staff has prepared the following information that we hope will be helpful to the Council as you further consider the possibility of an HR sales tax rate increase.

The following table contains the breakdown of the current 7.75% sales tax that is collected on most retail purchases within the Town of Normal. It should be noted that the current sales tax rates in Bloomington are identical to those in Normal. The table also shows the sales tax rates of other Central Illinois communities with which we often compare.

### Current sales tax rates for selected Central Illinois cities

| Municipality | State | City share of State | County share of State | Total | | City (Home Rule Tax) | County (Home Rule Tax) | Total Rate (7/1/2015) | | Business Development District |
|---|---|---|---|---|---|---|---|---|---|---|
| **Normal (McLean County)** | 5.00% | 1.00% | 0.25% | 6.25% | | 1.50% | | 7.75% | | |
| **Bloomington (McLean County)** | 5.00% | 1.00% | 0.25% | 6.25% | | 1.50% | | 7.75% | | |
| **Champaign (Champaign County)** | 5.00% | 1.00% | 0.25% | 6.25% | | 1.50% | 1.25% | 9.00% | | |
| **Decatur (Macon County)** | 5.00% | 1.00% | 0.25% | 6.25% | | 1.50% | 1.25% | 9.00% | | |
| **Peoria (Peoria County)** | 5.00% | 1.00% | 0.25% | 6.25% | | 1.50% | 0.50% | 8.25% | | 1.00% |
| **Springfield (Sangamon County)** | 5.00% | 1.00% | 0.25% | 6.25% | | 2.25% | | 8.50% | | 1.00% |
| **Urbana (Champaign County)** | 5.00% | 1.00% | 0.25% | 6.25% | | 1.50% | 1.25% | 9.00% | | |
| **Galesburg (Knox County)** | 5.00% | 1.00% | 0.25% | 6.25% | | 1.00% | 1.50% | 8.75% | | 1.00% |

It should be noted that the Home Rule Sales Tax, by State Statute, does not apply to the following retail purchases:

- Tangible personal property that is titled or registered with an agency of the State government (e.g., cars, trucks, boats, motorcycles, RV's, trailers, and aircraft)
- Food for human consumption that is to be consumed off-premise where it is sold. This would include food purchased at a grocery store that is not intended for on premise consumption.

- Prescription and non-prescription medicines, drugs, medical appliances, insulin, urine testing materials and needles for diabetics.

The next table shows the history of the Home Rule Sales Tax in the Town of Normal which, when first adopted back in 1988, was .50% percent. The rate was then increased on four occasions in .25% increments over the past 27 years. The current rate is 1.5%. .

**HR Sales Tax History of Normal**

| | | |
|---|---|---|
| FY1988-89 (4/1/1988) | 0.50% | Initial |
| FY1995-96 | 0.75% | increase of .25 |
| FY1996-97 | 1.00% | increase of .25 |
| FY2001-02 | 1.25% | increase of .25 |
| FY2010-11 | 1.50% | Increase of .25 |

The following table reflects the changes, since 2007, in the HR sales tax rate in Normal, Bloomington and other Central Illinois communities.

**History of Changes in HR Sales Tax Rates**

| | | Jul-08 | Jan-10 | Jul-10 | Jan-14 |
|---|---|---|---|---|---|
| Normal (McLean County) | | | | 0.25% | |
| Bloomington (McLean County) | | 0.25% | | | |
| Champaign (Champaign County) | | | | | 0.25% |
| Decatur (Macon County) | | | | | |
| Peoria (Peoria County) | | | | | |
| Springfield (Sangamon County) | | | 0.25% | | 0.50% |
| Urbana (Champaign County) | 0.25% | | | | 0.25% |

As is reflected in the next table, the current 1.50% HR sales tax generates approximately $9.1 million in annual revenue for the Town of Normal and roughly $14 million annually for the City of Bloomington. Therefore, of the total HR sales tax generated in both communities, Normal receives 39.35% while Bloomington receives 60.65%. It is interesting to note that this proportional share of the HR sales tax revenue is nearly the same as the proportional share of the total population between the two communities based on the 2010 census (Normal 40.5% / Bloomington 59.5%).

**Normal/Bloomington HR Sales tax collections at various rates**

| | | FY2014-15 Performance | | |
|---|---|---|---|---|
| | Rate | Normal | Increase from 1.5 rate | |
| Current | 1.50 | 9,104,808 | | |
| Proposed | 1.75 | 10,622,276 | 1,517,468 | |
| Proposed | 2.00 | 12,139,744 | 3,034,936 | |
| Proposed | 2.25 | 13,657,212 | 4,552,404 | |
| Proposed | 2.50 | 15,174,680 | **6,069,872** | **1% increase** |

| | Rate | Bloomington | Increase from 1.5 rate | |
|---|---|---|---|---|
| Current | 1.50 | 14,029,585 | | |
| Proposed | 1.75 | 16,367,849 | 2,338,264 | |
| Proposed | 2.00 | 18,706,113 | 4,676,528 | |
| Proposed | 2.25 | 21,044,378 | 7,014,793 | |
| Proposed | 2.50 | 23,382,642 | **9,353,057** | **1% increase** |
| | | | | |
| Current sales tax number is based on FY2014-15 period. | | | | |
| | | | | |
| Normal State 1.0% | | | 8,890,574 | FY2014-15 |
| Bloomington State 1.0% | | | 13,547,531 | FY2014-15 |

Also reflected in the table above is the amount of additional projected revenue that will be generated, in both Normal and Bloomington, by an increase in the HR sales tax rate in .25% increments. As an example, an increase in the HR sales tax rate to 2.5% in both communities would generate an estimated $15.42 million in additional annual revenue in the first year ($6,069,872 in Normal and $9,353,057 in Bloomington). That revenue stream is likely to grow over time as inflation and community growth will increase overall retail sales in both communities.

## STATUTORY IMPLEMENTION RULES FOR HR SALES TAX ADJUSTMENTS

There are currently no statutory restrictions on how municipalities can spend proceeds from the home rule sales tax. Nor is there a limit on the HR sales tax rate that an eligible municipality can impose. As a home rule municipality, the sales tax rate, like all other locally imposed taxes and fees, can be adjusted up or down by a simple majority vote of the elected body. No public referendum is required.

The Illinois Department of Revenue is responsible for collecting all HR sales taxes. Illinois law provides only two specific dates during the calendar year, January 1 and July 1, on which any new sales tax rates can be implemented. Therefore, if it is ultimately the Council's decision to increase the local HR sales tax rate, an ordinance enacting such an increase would have to be approved by the Council and filed with the Illinois Department of Revenue by October 1, 2015 in order to begin collecting the tax on January 1, 2016. Alternatively, the enabling ordinance could be approved and filed with the Illinois Department of Revenue on or before April 1, 2016 in order to begin collecting the sales tax on July 1, 2016.

## PROPOSED SALES TAX REVENUE DISTRIBUTION PLAN

If the Council is inclined to increase the HR sales tax rate to address the aforementioned community needs, staff would recommend that you strongly consider an increase in the current rate of 1.5% up to 2.5%. That would bring the total sales tax rate in Normal up to 8.75% which is still .25% lower than the rates on many of our comparable Central Illinois communities.

As was mentioned previously in this report, a 1% increase would likely generate in excess of $6 million per year in Normal. The same increase in Bloomington would generate over $9 million annually. This additional annual revenue would provide

significant funding for the community needs identified at the beginning of this report, while leaving sufficient unallocated revenue to address other operating or capital needs of the community.

Staff would recommend the following annual distribution of the sales tax revenue for the previously discussed community-wide needs. I have taken the liberty of showing the recommended commitment of sales tax dollars for both Normal and Bloomington based each community's proportional share of the projected combined total increase in annual HR sales tax revenue.

| | Share | Normal | Bloomington | TOTAL |
|---|---|---|---|---|
| • *Mental health services* | *25.0%* | *$1.52 mil* | *$2.34 mil* | *$3.86 mil* |
| • *Public transit services* | *6.5%* | *$ .39 mil* | *$ .61 mil* | *$1.00 mil* |
| • *Business development* | *6.5%* | *$ .39 mil* | *$ .61 mil* | *$1.00 mil* |
| *BN Advantage* | | *$ .16 mil* | *$ .24 mil* | *$ .40 mil* |
| *Tourism* | | *$ .12 mil* | *$ .18 mil* | *$ .30 mil* |
| *Other Initiatives* | | *$ .12 mil* | *$ .18 mil* | *$ .30 mil* |
| • *Soccer facilities* | *.775%* | *$ .47 mil* | *$ .73 mil* | *$ 1.2 mil** |

*To be used for annual debt service

Assuming the above recommended distribution of the incremental HR sales tax revenue was adopted, the remaining unallocated funds available to each municipality annually would be as follows:

*Normal* *$3,300,000*

*Bloomington* *$5,050,000*

For the Town of Normal, those additional funds could be used for a variety of capital related projects and expenditures. The following are some local needs that were identified by Council during the Strategic Planning process that could benefit from this additional HR sales tax revenue:

- *Concrete street repair & replacement*
- *Asphalt street resurfacing*
- *Parks & recreation master plan implementation*
- *Construction of new public library (debt service)*
- *Implementation of various components of Uptown 2.0*
- *New fire station construction*
- *Information technology investment*

Staff will be happy to prepare detailed funding information on each or all of the aforementioned categories if so directed by Council.

## COMMITTEE OF THE WHOLE

Concerning your discussion of this overall topic on Monday, August 17, 2015, staff is recommending that the Council adjourn to a "Committee of the Whole" once all other business items on the meeting agenda have been addressed. The Committee of the Whole allows for a more informal discussion among the Council without the constraints that are sometimes inherent in the formal rules which apply to the regular legislative meetings of the Town Council.

Staff further recommends that the Council suspend the Town's public comment policy for Council meetings in order to streamline and expedite community feedback on a possible sales tax increase at your meeting on Monday evening.

# Mental Health Action Plan

# McLean County Board

# 2015

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## BACKGROUND

McLean County Government's most recent formal battle with mental health & substance abuse within the community began in 2007. Even with a County Health Department's mental health program providing "capacity" grants to community mental health programs for access to treatment/care of those underinsured/insured, a systemic trend of increasing number of repeat co-occurring mental health patients/drug offenders within the community were identified. A team of Court Officers, led by Chief Judge Elizabeth Robb identified the opportunity to develop what was then an emerging philosophy of providing a specialized judicial proceeding to address the increasing challenges these co-occurring mental health patients create. The Court worked in concert with the McLean County Board and community leaders to obtain congressional support for a Department of Justice (DOJ) Drug Court Grant. This Grant was authorized in September of 2008 and McLean County became of Illinois' first Drug Court.

McLean County government is mandated by state statute to provide for court functions and correctional facilities operation. Therefore, it is not surprising that County Government was one of the first community members to raise concerns about the increasing numbers of individuals being treated for mental illnesses in jails. Jails across the nation serve an estimated 2 million people with serious mental illnesses each year, almost three-quarters of which also have substance use disorders. This prevalence of people with serious mental illnesses in jails is three to six times higher than for the general population. Once incarcerated, they tend to stay longer in jail and upon release, are at a higher risk of returning than individuals without these disorders. The cost to taxpayers is only marginalized by the dramatic distress to individuals and families who find themselves or family members jailed because it is the best opportunity to obtain treatment. Correctional Facilities spend many times more on detainees with mental illnesses than those without those requirements. Unfortunately, individuals who could be better and more appropriately treated in a community environment are sometimes deposited into the criminal justice system due to lack of community alternatives for mental health treatment.

In 2008, McLean County also requested that the National Institute of Corrections (NIC) complete a report on the Adult Jail System within McLean County. This report was completed in January 2009. The major outcome of this assessment was a recommendation to form a Criminal Justice Coordinating Council.

With the expiration of the DOJ Drug Court grant in 2009, the McLean County Board, through its Board of Health, appropriated local funding to continue the McLean County Drug Court. Subsequently, Illinois State law has mandated the provision of a drug court in all jurisdictions.

On July 1, 2009 the Circuit Court of McLean County established the Criminal Justice Coordinating Council (CJCC). The primary mission of the Council is to examine the policies and procedures of the McLean County Criminal Justice System, identify model practices, identify deficiencies, and formulate policies, plans, and programs based on well-established research and statistical methodologies designed to promote change when opportunity presents itself. As a part of this Action Plan, the McLean County Board committed to an Agreement with Illinois State University's Stevenson Center to do statistical analysis on the criminal justice system with emphasis on the Adult Correctional facility population.

The Council makes recommendations of policy and procedural changes that will affect the entire criminal justice system and it is the role of all Council members to become agents of change, to provide leadership in communicating the need for self-examination, participation in data gathering efforts, to be open to monitoring program implementation, and evaluating policy decisions. Largely as a result of the work of the CJCC, from 2009 – 2013, McLean made application for and received a second DOJ Drug Court Grant, a Bureau of Justice Assistance (BJA) Mental Health Court Grant and Grants from the Substance Abuse and Mental Health Services Administration (SAMHSA) for both Drug and Mental Health Court.

In late 2012, McLean County requested that the National Institute of Corrections (NIC) review mental health provisions within the McLean County Jail. This report was completed in January of 2013. Two primary focuses of improvement resulted from this report, 1) improving environments for detainees with a range of mental health challenges; and 2) resolving a gap in services for those released from detainment or incarceration back into the community. Following this report, McLean County requested the NIC return and completed a report on Jail Mental Health Design and Programming options at the McLean County Jail. This report was completed in July 2013. The primary recommendations were to expand and improve County jail facilities for mental health services and strengthen transition processes and community services.

In January 2014, the McLean County Board issued a Request for Proposals for Jail Needs Assessment & Pre-Architectural design, including options to provide for mental health units for both corrections facility and community stabilization. The Board sought qualified criminal justice consulting firms who possess knowledge, skills, and experience in pre-architectural jail planning to conduct a comprehensive jail needs assessment study and provide pre-architectural consulting services. The purpose of the study was to develop a plan that will establish current and future capacity requirements and operational costs associated with the renovation/expansion of the current facilities and provide an initial estimate of the cost of construction and operational requirements for facilities, specifically with respect to provision of mental health stabilization service options for both detention facilities & community services. The contract for these services was awarded in April 2014 and the report was delivered to the County Board in March of 2015.

In February of 2014, the McLean County Board Executive Committee convened two interagency, public-private workgroups, one to identify community mental health needs and one to identify best practices. These workgroups were challenged to plan, create, and begin coordinating and evaluating mental health services within the Community. The goals of these work groups included, 1) Improve the general understanding of mental illnesses and emotional disturbances; 2) assess the state of the mental health care system in McLean County, focusing on identifying the gaps between services provided and community needs in both urban and rural areas; 3) Identify and review best practices and determine the feasibility of implementation in McLean County; and 4) develop strategies to maintain dialogue among community leaders regarding mental health.

In March of 2014, the Bloomington-Normal/McLean County Economic Development Council brought Community leaders together, traveling to Washington, DC to meet with legislators and staff members from the Department of Health and Rehabilitative Services and the Department of Justice to discuss the community's challenges with mental health both inside and outside the criminal justice system.

In June 2014, the two community mental health advisory groups provided their reports to the County Board. These reports identified both mental health needs within the community, as well as best practices. Based upon the reports of the initial two(2) advisory groups on Community Mental Health, Chairman Matt Sorensen subsequently appointed an Advisory Group to review the reports received by the first two advisory groups and report back to the Executive Committee and County Board recommended action items which would be consistent within the framework of the initial reports. This Action Plan would include immediate and long term steps for the community and the County Board to consider and act upon.

## EXECUTIVE SUMMARY

This report represents the second phase of work for the County Board Executive Committee's workgroups on Community Mental Health. The five distinct chapters represent the five greatest areas of need identified by the first two workgroups. Individual chapters of this report stand alone and have been developed independent of one another. The individual writing groups identified many common needs and solutions.

The general findings of the report indicate that, notwithstanding the County's capacity grants to community mental health providers, significant gaps exist, including delays in service delivery. There is an urgent need to enhance the transitions of individuals between institutions and community providers. Lack of interagency communication, absence of data rich reporting, failure to insure that other payers for mental health services are leveraged first (payer of last resort), and inadequate supply of mental health practitioners were all identified as primary weaknesses of the community delivery system. Priority service gaps were identified in the area of crisis stabilization, appropriate housing options, and inpatient psychiatric services for juveniles (under 21 years of age).

Strengthening community based services will require that improved systems be developed and implemented, facilitating interagency communication. Steps must be taken to insure a continuing community dialogue on the topic of community mental health, expanding input by the community and its providers into the behavioral health needs and solutions and ensuring that services cost–benefit analysis is taking place with an integrated program evaluation/prioritization process. The County criminal justice system will also need to improve and expand its capacity and capability to appropriately provide for a continuing number of detainees with behavioral health needs.

Moreover, due to lack of support outside the justice system, treatment within the justice system goes for naught, as detainees return to unstructured and untreated environments that relegate improvements and stabilization within the criminal justice system and recidivism continues. While the County has made efforts to address the mental health problem through specialty courts and better identification/treatment of mental illness within the justice system, these initiatives are reactive in nature and do not address the systemic community gap which exists for mental health services. Nor do the actions resolve significant obstacles; including the need to better coordinate services between multiple entities/organizations. Notwithstanding future improvements in community capabilities to link individuals to treatment, the County's current correctional facilities are not designed to appropriately deal with the large numbers of people with mental illnesses who will continue to cycle through the criminal justice system.

Recognizing the important role local officials play in supporting change, the County Board will continue to lead a community dialogue, including a diverse team of leaders and decision makers to help advance the community's efforts. This Mental Health Action Plan will build on the many innovative and evidence-based practices being implemented across the country to improve the delivery of mental health services within and outside the justice system, with the goal to reduce the number of adults with mental and co-occurring substance use disorders within the community. The Action Plan engages a varied group of organizations with expertise on these issues, including state and federal agencies, those representing

mental health and substance use treatment providers, law enforcement, judicial and court officers, people with mental illnesses and their families, and other stakeholders.

The Community has demonstrated a shared commitment to a multi-step planning process that can achieve concrete results, focusing on developing an Action Plan that can be used to achieve changes. The Action Plan should maintain awareness of the mental illness challenges the community faces and create both short term and long-term improvements that utilize practices and strategies to have a positive impact upon the community.

Many of the short and long term objectives will require community partners and groups from both the public and private sector to work together. Ultimately, opportunities exist to improve service delivery, expand revenue recovery, and reduce redundancy. It is the community's responsibility to address this significant issue. Today, local mental health funding comes almost exclusively from property taxes. Significant efforts should be made to diversify the revenue funding streams for mental health service to more equitably distribute this community obligation.

Some short-term goals have been realized. During the summer of 2014, 1) the Bloomington Federally Qualified Health Center (FQHC) provider Chestnut Health Systems was awarded $500,000 to provide expanded mental health services to the Community; 2) McLean County Government and Chestnut also agreed to a Memorandum of Understanding to construct an expanded the FQHC at the County's Fairview Campus; and 3) at the urging of local officials and providers, the State of Illinois Department of Human Services committed a $700,000 investment to allow Chestnut to establish an adult mental health crisis and substance abuse detox program for McLean County which provides a needed alternative for families, medical staff and law enforcement in dealing with adults with mental illness.

There are several objectives which fall within the independent authority of the McLean County Board. The following objectives are recommended for consideration by the McLean County Board and its respective oversight Committees.

## COUNTY BOARD ACTION OBJECTIVES

- Create a McLean County Behavioral Health Coordinating Council to assist the County Board with Policy Decisions
- Appoint a County Board Oversight Committee for Health/Human Services to maintain focus on this and similar issues
- Approve resolutions of participation in state, regional, and national mental health initiatives
- Establish better visibility and public communication processes for Behavioral Health programs within County Government
- Expand the community dialogue on behavioral health solutions to include all Departments within County Government, including the Regional Office of Education for purposes of a School Task Force on Mental Health
- County Government should open a dialogue with other local government entities to explore the diversification of mental health funding streams

Several of the objectives that were identified commonly throughout the process are cited below:

## OTHER SHORT TERM OBJECTIVES*

- Embrace a Community of Practice Coordinating Philosophy for Adults/Children
- Embrace No Wrong Door approach within the community
- Use a System of Care model which delivers dependent upon need
- Expand follow-up services being coordinated by PATH
- Improve and better Define the Mental Health Delivery system structure
- Appoint a Mental Health Advisory Committee to Assist the Board of Health with Implementation decisions
- Initiate and expand community mental health training
- Develop standardized data collection guidelines
- Seek additional Federal housing vouchers for behavioral Health Clients
- Hold Chairman's Roundtable discussions with Providers/Partners
- Facilitate an annual Community Mental Health Forum

***implementation strategies for several of the short-term objectives have begun**

## OTHER LONG TERM OBJECTIVES

- Create a Community-wide commitment to diversified funding for Mental Health
- McLean County must become the payer of last resort for Mental Health Services
- Expand the role of a Behavioral Health / Development Disabilities Coordinator
- Continue to engage federal and state legislators regarding Community needs
- Utilize technology to develop integrated systems to track progress to enhance data collection and reporting processes regarding services research-based approaches that advance the plan
- Develop strategies to better merge the infrastructure, oversight and funding for behavioral health (mental health and substance use) and intellectual disabilities/developmental disabilities to facilitate integrated cross-systems planning, service delivery, and accountability
- Develop a WRAP team approach of multiple providers to fully cover a variety of services
- Determine community support to transition to 708 Board

# ACKNOWLEDGMENTS

This report represents the work of many people, some of whom had extensive knowledge and experience in the field of behavioral health and others who learned much from their involvement in this process. Thanks are due to the following people who served on the two advisory committees and other people who contributed to the final product by lending their expertise to the committees as they gathered information and prepared this report. The people who prepared agendas, took minutes, scheduled meeting rooms and speakers, and helped compile this report should also be recognized for their contributions to this effort.

## Advisory Group Members

### Best Practices

| | |
|---|---|
| Sonny O'Connor, Chair | McLean County Board |
| Erik Rankin, V. Chair | McLean County Board |
| Stephanie Barisch | Center for Youth & Family Solutions |
| Tom Barr | Center for Human Services |
| Judy Buchanan | Public Representative |
| Mr. Bill Caisley | McLean County Board |
| Jason Chambers | McLean County State's Attorney |
| Renee Donaldson | Advocate BroMenn Medical Center |
| Victoria Harris | McLean County Board |
| Sally Pyne | McLean County Board |
| Mayor Tari Renner | City of Bloomington |
| Judge Elizabeth Robb | Chief Judge, Circuit Court |
| Sally Rudolph | League of Women Voters |
| Jason Vasquez | ISU, IWU, Private Practice |
| Matt Sorensen (ex-off) | McLean County Board Chairman |
| Cory Tello | McLean County Board of Health |

### Needs Assessment

| | |
|---|---|
| John McIntyre, Chair | McLean County Board |
| Susan Schafer, V. Chair | McLean County Board |
| Mike Emery | McLean County Sheriff |
| Rebecca Foley | Judge, 11th Circuit Court |
| Cheryl Gaines | Town of Normal |
| Mayor Chris Koos | Town of Normal |
| Ron Moorehead | Bloomington Normal Trades and Labor Assembly |
| Ken Natzke | OSF HealthCare |
| Ben Owens | Board Member |
| Becky Powell | Community Cancer Center |

| | |
|---|---|
| Carlo Robustelli | Board Member |
| Paul Segobiano | Board Member |
| Alan Sender | Chestnut Health Systems |
| Julie Sullivan | League of Women Voters |
| Karen Zangerle | PATH |
| Matt Sorensen | County Board Chairman |

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| Mich Humer | Normal Fire Department |
| Gregg Scott | Bloomington EMS |
| Brendan Heffner | Bloomington Police Department |
| Mike Kimmerling | Bloomington Fire Department |
| Elizabeth Robb | Chief Judge, 11th Judicial Circuit |
| Lori McCormick | Director, McLean County Court Services |
| Elizabeth Barnhart | Court Services |
| Melinda Roth | Center for Human Services |
| Kim Freyman | Center for Human Services |
| John Hinrichs | Center for Human Services |
| Stephanie Roff | Center for Human Services |
| Erin Astroth | Center for Human Services |
| Frank Anselmo | Community Behavioral Healthcare Association of Illinois |
| Julie Sullivan | League of Women Voters |
| Jackie Mathias | McLean County Detention Facility |
| Melinda Fellner | McLean County Detention Facility |
| Orville Mercer | Chestnut Health Systems |
| Joan Hartman | Chestnut Health Systems |
| Gail Koch | OSF Medical Center |
| Carol Flessner | Livingston County 377 and 708 Board Executive Director |
| Tracy Parsons | Access Initiatives of Champaign County |
| Matt Burgess | Home Sweet Home Mission |
| Mary Ann Poulin | Home Sweet Home Mission |
| Melissa Newbill | Salvation Army |
| Tom Fulop | Salvation Army |
| Denny Crowley | Macon County 708 Board |
| Feliz Gunay | DuPage County Health Department |
| Peter Rankaitus | Project Oz |
| Colleen Kannaday | Advocate Bromenn Medical Center |
| Laura Furlong | MarcFirst |
| Karen Major | BabyFold |

# Mental Health Action Plan

| | |
|---|---|
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| Meghan Moser | Center for Human Services |
| Joan Hartman | Chestnut Health Systems |
| Laura Kimbrough | PATH |
| Deb Skillrud | Supervisor of Town of the City of Bloomington |
| Melissa Newbill | Mayor's Manor |
| Mary Campbell | Labyrinth House |
| Laura Beavers | McLean County Health Department |

Administrative Support

| | |
|---|---|
| Amy Brooke | McLean County Administrator's Office |
| Jude LaCasse | McLean County Administrator's Office |
| Diana Hospelhorn | McLean County Administrator's Office |

## Acronyms and Abbreviations

| | |
|---|---|
| **ACA** | Affordable Care Act |
| **ACMHAI** | Association of Community Mental Health Authorities of Illinois |
| **ACT** | Assertive Community Treatment |
| **Advocate** | Advocate Bromenn Hospital |
| **AOK** | All Our Kids |
| **APN** | Advance Practice Nurse |
| **BOH** | Board of Health |
| **CEU** | Continuing Education Unit |
| **Chestnut** | Chestnut Health Systems |
| **CHS** | Center for Human Services |
| **CIT** | Crisis Intervention Teams |
| **CJCC** | Criminal Justice Coordinating Council |
| **CSU** | Crisis Stabilization Unit |
| **CYFS** | Center for Youth and Family Solutions |
| **DD** | Developmental Disabilities |
| **DHS** | Illinois Department of Human Services |
| **DOJ** | Department of Justice |
| **EAV** | Equalized Assessed Valuation |
| **ED** | Emergency Department |
| **EDC** | Economic Development Council |
| **EMR** | Electronic Medical Records |
| **EMS** | Emergency Medical Service |
| **FQHC** | Federally Qualified Health Center |
| **HHS** | US Department of Health and Human Services |
| **HUD** | Housing and Urban Development |
| **ILCS** | Illinois Compiled Statutes |
| **LWV** | League of Women Voters |
| **MCBHCC** | McLean County Behavioral Health Coordinating Council |
| **MCDF** | McLean County Detention Facility |
| **MCHD** | McLean County Health Department |
| **MHAB** | Mental Health Advisory Board |
| **MI** | Mental Illness |
| **NAMI** | National Alliance on Mental Illness |
| **NIC** | National Institute of Corrections |
| **OMA** | Open Meetings Act |
| **OSF** | St. Joseph Hospital |
| **PATH** | Providing Access To Help |
| **PBIS** | Positive Behavioral Intervention and Supports |
| **SA** | Substance Abuse |
| **SAMHSA** | Substance Abuse and Mental Health Services Administration |
| **SASS** | Screening  Assessment and Support Services |
| **SOC** | System of Care |
| **WRAP** | Wellness Recovery Action Plan |
| **WRAP** | Wraparound |

# COLLABORATION

## AND

# COORDINATION

## COLLABORATION

Communities of practice are groups of people who share a concern or a passion for something they do and who interacts regularly to learn how to do it better.

1. **The domain:** It has an identity defined by a shared domain of interest. Membership therefore implies a commitment to the domain and therefore a shared competence that distinguishes members from other people.
2. **The community:** In pursuing their interest in their domain, members engage in joint activities and discussions, help each other, and share information. They build relationships that enable them to learn from each other.
3. **The practice:** Members of a community of practice are practitioners. They develop a shared repertoire of resources: experiences, stories, tools, ways of addressing recurring problems—in short, a shared practice. This takes time and sustained interaction.

**What do communities of practice look like?**

Communities develop their practice through a variety of activities. The following table provides a few typical examples:

| | |
|---|---|
| Problem solving | "Can we work on this design and brainstorm some ideas; I'm stuck." |
| Requests for information | "Where can I find the code to connect to the server?" |
| Seeking experience | "Has anyone dealt with a customer in this situation?" |
| Reusing assets | "I have a proposal for a local area network I wrote for a client last year. I can send it to you and you can easily tweak it for this new client." |
| Coordination and synergy | "Can we combine our purchases of solvent to achieve bulk discounts?" |
| Discussing developments | "What do you think of the new CAD system? Does it really help?" |
| Documentation projects | "We have faced this problem five times now. Let us write it down once and for all." |
| Visits | "Can we come and see your after-school program? We need to establish one in our city." |
| Mapping knowledge and identifying gaps | "Who knows what, and what are we missing? What other groups should we connect with?" |

However, the very characteristics that make communities of practice a good fit for stewarding knowledge—autonomy, practitioner-orientation, informality, crossing boundaries—are also characteristics that make them a challenge for traditional hierarchical organizations. How this challenge is going to affect these organizations remains to be seen. [1]

[1] Communities of Practice: Learning, Meaning, and Identity. By Etienne Wenger, Cambridge University Press, 1998

Lack of collaboration and integration of services by agencies has resulted in a silo approach to provide to for behavioral health in McLean County. Studies from Mental Health America of McLean County, OSF St. Joseph, Advocate Bromenn, United Way, the National Institute of Corrections (NIC), and others, have been critical of community engagement with the behaviorally ill population. Although there are numerous service providers in the community, there is often disconnect and providers may not be aware an appropriate service exists to refer their clients.

Stakeholders and community leaders including government, hospitals, service providers, and others gathered to determine needs and gaps to improve the behavioral health services for McLean County residents.

## Current Accomplishments

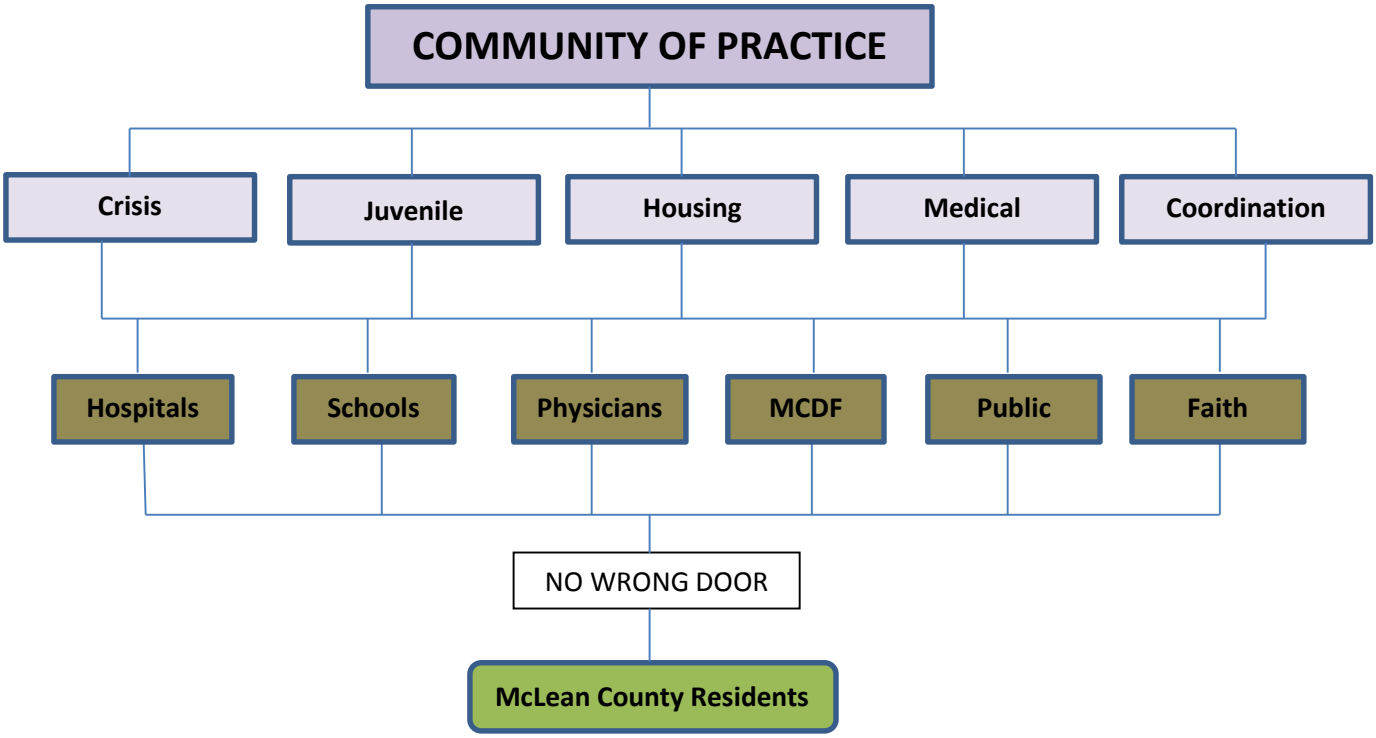
Since the July 2013 NIC report, numerous changes have occurred in the collaboration arena.

- In January 2014, facilitated by the McLean County Health Department, the jail staff has been meeting with the Center for Human Services (CHS) to track released incarcerated individuals who need follow up psychiatric services.
- A crisis planning group, also facilitated by MCHD, has been meeting since July 2014 to improve mobile crisis response. Stakeholders include Center for Human Services, Advocate, OSF, Chestnut, first responders, and government officials.
- The State of Illinois Department of Human Services has provided an annual $700,000 grant to Chestnut Health Systems to create and operate a Crisis Stabilization Unit in McLean County planned to open early 2015.
- Chestnut received a Federal $500,000 grant towards expansion of behavioral health services at the Federally Qualified Heath Center (FQHC). Plans for construction of a new facility have begun with an anticipated opening in 2016. FQHC's have behavioral health providers to serve Medicaid and uninsured residents.
- Advocate has collaborated with CHS and MCHD to host Mental Health First Aid, a best practice, for community members.
- First responders have increased the number of members who have completed CIT training.
- Better reporting, coordinated by PATH, from CHS, OSF, and Advocate, is improving accountability.
- The One Voice trip to Washington, DC in March 2014 and 2015 advocated for increased funding in a variety of areas for behavioral health. Advocacy at both the state and federal level is continuing.
- Business partnerships have been created in order to share some records to improve communication between acute crisis and follow-up services. Partnerships are being expanded to other providers and are viewed very positively by the clients.

## SHORT TERM OBJECTIVES

In addition to the positive changes that have occurred in the past year, providers must be challenged to collaborate. Opportunities exist for organizations to go outside of their boundaries to develop new collaborations to improve the service delivery system. Such Collaborations would result in a stronger and more robust system, benefiting the community as a whole.

**1. Embrace the Community of Practice philosophy for McLean County**




Based on the need "McLean County needs to establish a single advisory group consisting of decision makers from behavioral health providers and funding agencies across the community committed to working in a coordinated and intentional manner to evaluate the state of mental health services, to formulate an overarching statement of purpose, and to develop an action plan addressing community mental health needs. These actions should be agreed upon and adopted across all behavior health agencies and providers."

**2. Institute Chairman's Roundtable**

To provide an opportunity for specialized candid discussion on specific topics relating to mental health, an informal process of periodic provider/partner meetings should be utilized, allowing participants to exchange ideas and explore solutions in an atmosphere which promotes open and honest dialogue.

**3. Create a McLean County Behavioral Health Coordinating Council**

Modeled closely after the Criminal Justice Coordinating Council, the BHCC would serve as an umbrella for organizations in the behavioral health system, including publicly and privately funded, and non- and for- profit groups. It will be the "glue" for the organizations. The BHCC would serve as a forum to discuss differences, facilitate communication, align strategic plans, and assist with the pursuit of external funding and technical assistance. The BHCC will be a conduit for information sharing between the Council, other Counties, and regional mental health organizations. The BHCC will also be consulted regarding new programs the BHCC partners develop.

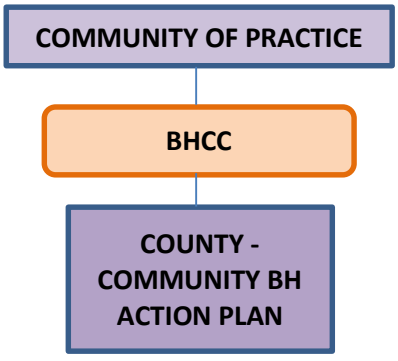
The Chairman of the McLean County Board would appoint the members, with advice of the County Board. Care must be taken when evaluating and inviting appropriate members to sit on the BHCC and its Committees.

- The key partners to the BHCC must committed to furthering the mission and have assigned the appropriate staff resources to do the work
- There can be no "turf" issues, the silo approach is ineffective with the changing healthcare landscape
- Members must be able to speak freely, openly, and honestly
- Members must be the decision makers for the organization they represent
- Prevent duplication of other advisory groups
- Formally adopt resolutions of participation in state, regional, and national mental health initiatives
- The BHCC should strive to engage funding entities in discussions about community priorities

These are very lean times in Illinois and there is a need to share resources and funding opportunities to adequately serve the public.

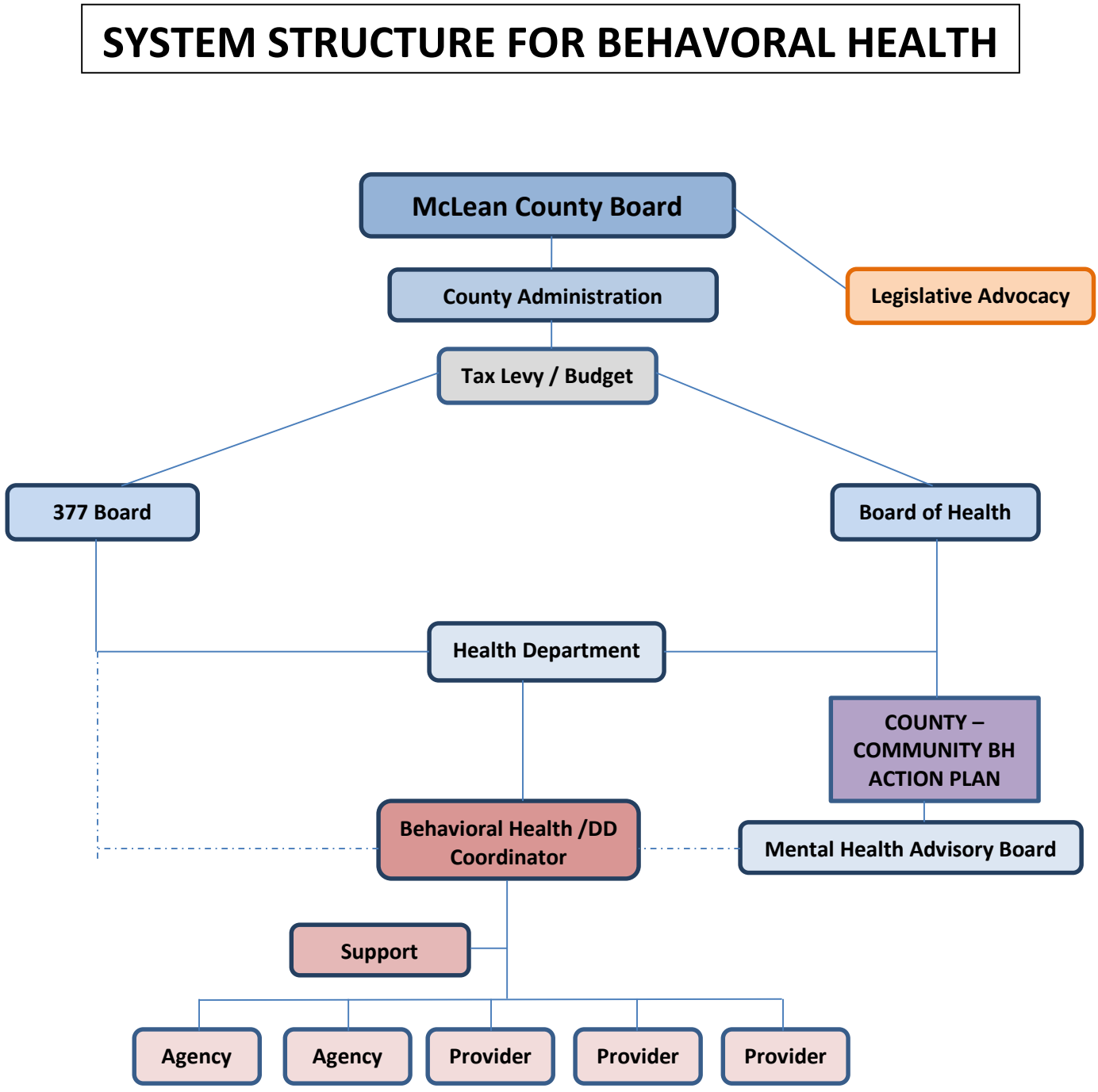
The BHCC should use the Committee structure for reporting on action steps and sharing information, meeting as a whole group on a quarterly basis.

The BHCC should serve as a conduit of information regarding the behavioral health system in McLean County to the federal and state officials that represent us. Several needs have been identified where the BHCC would be the voice for legislative advocacy.



In order to address the need "McLean County needs an integrated, coordinated, and data-informed behavioral health system which realigns resources as priorities and needs change", along with objective 2, the tax supported behavioral health system structure should be formalized.

**4. Define the system structure for Community Mental Health**



**5. Appoint a Mental Health Advisory Board**

(55 ILCS 5/5-25025)(b) states, "The president or chairman of the county board of health shall appoint a mental health advisory board composed of not less than 9 nor more than 15 members who have special knowledge and interest in the field of mental health. Initially, 1/3 of the board members shall be appointed for terms of one year, 1/3 for 2 years, and 1/3 for 3 years. Thereafter, all terms shall be for 3 years. This advisory board shall meet at least twice each year and provide counsel, direction, and advice to the county board of health in the field of mental health." (Appendix A)

The MHAB would act as a trusted advisor to the BOH. The BOH will retain and exercise final responsibility for priorities, budgeting, and appropriations. The Board of Health may create initial by-laws for the MHAB to provide structure such as purpose, duties, membership, officers, meetings, etc. The MHAB would actively participate via recommendations and reporting to the BOH the goals and objectives as determined by the BOH. More specifically, responsibilities would include:

- Working closely with the BHDD Coordinator (described below)
- Assisting the BOH in its development of the strategic funding objectives utilizing the county-community action plan to assist them in determining tax supported funding priorities
- Assist the BOH in interpreting the community mental health plan as it applies to BOH priorities
- Analyzing data collected
- Reviewing and evaluating tax supported funding requests
- Monthly reporting to the BOH

As an advisory body of a subsidiary of McLean County, it would be subject to the Open Meetings Act.

A "377 Board" or Board for the Care and Treatment of Persons with Developmental Disabilities provides services to the developmentally disabled and their families. This board is separate from the BOH; however, there are often dual diagnoses of DD and MH/SA. Statue does not preclude the MHAB from offering advice to the 377 board on issues that impact both boards.

**6. Expand the role of Behavioral Health / Development Disabilities Coordinator**

Several needs would be addressed by a dedicated behavioral health/(MI, DD, SA) coordinator position. These include: "McLean County needs a designated individual or individuals to administer, monitor, report, and coordinate publicly funded mental health services ", "McLean County needs to develop or access effective assessment tools which include measurable outcomes for all publicly funded mental health programs", and "McLean County needs behavioral health service providers and agencies to have greater accountability for and transparency in the expenditure of funds along with the need for long term, stable funding." Providers will need to engage in system-wide expansion to meet the community needs. This entry-level management position, along with a clerical support position, is currently funded, beginning with the county FY 2015 budget.

System wide outcome measures supporting interagency partnerships are critical in evaluating objectives and strategic plans. These measures would aid in managing tax supported funding decisions, provide a set of strategic objectives by which progress can be measured while providing transparency for McLean County taxpayers.

The 377 board should continue utilizing the services of the coordinator to assist them in making informed decisions on allocating taxpayer dollars effectively.

The coordinator falls under supervision of the Health Department. The position will have routinely interact with the MHAB, the BOH, and the 377 Board. This position would evolve into a Health Department division head as responsibilities and staff increase.

**7. Develop standardized data collection guidelines**

The Crisis Note (Appendix C) is an example providing information between agencies and providers with several applications.

First, the first two pages of the report are passed to PATH for crisis follow-up purposes. The entire report is passed to both hospitals and is scanned into the patient's medical record. Agencies should utilize the entire report and apply relevant information into their screening process. This will reduce the redundancy of screening questions, can improve productivity for agencies, thereby reducing costs regardless of who is funding.

Second, the data collected would be the basis for standardized reporting from all agencies and providers to measure outcomes, reveal possible gaps in the system, and move to a purchase of services system for funding. HIPAA and other privacy issues must be kept in mind when determining data to collect.

**8. McLean County must become the payer of last resort**

Current behavioral health system providers in McLean County should be reminded of the limited availability of local levy resources. Funding should supplement, not supplant, other funding sources. County mental health contracts must include definitive language requiring providers to seek grants and other funding first. All other funding sources such as federal, state, and non-taxpayer grants, and billing options, such as becoming insurance credentialed and Medicaid billing certified should be fully utilized by the service providers before billing for local taxpayer funding. This may result in service providers examining their policies and procedures to capitalize on other funding opportunities.

**9. No Wrong Door approach to Delivery**

"McLean County needs a service delivery system that permits ease of access and coordination among points of entry for citizens seeking services from the behavioral health delivery system, supported by an increased amount of public education regarding access points" and "McLean County needs to establish easily accessible sources of information regarding available behavioral health services and enhance public education to permit consumers to more efficiently navigate the behavioral health service delivery system." are the associated with the no wrong door best practice.

Strategies of implementation include, 1) utilize a variety of media sources to educate the public as an access point for no wrong door. Newspapers, websites, both private and public, social media, etc. are a few of the many ways to reach the public; 2) developing key personnel involved in direct services, training them to train other community groups in behavioral health care. (Train the trainers); and 3) identify every single group that could benefit from presentations in behavioral health. These groups would include: public and private employers, schools, faith communities, social groups, professional groups, etc.

"McLean County needs the local medical community to increase efforts to develop a multi-disciplinary approach to behavioral health care."

**10. Engage the medical community**
Find a key entity to lead and have key medical community members create a plan and provide training to medical staff in every medical setting.

**11. Explore a grant writer / grant coordinator**
Addressing "McLean County needs to provide positive incentives to encourage collaboration among service providers to integrate behavioral health services", a grant writer/coordinator should be utilized. The position should be contractual in nature, possibly utilizing the local universities, and would be under the guidance whereas to benefit multiple departments of the county. This would not supplant individual agencies or county departments from writing applicable grants but be responsible for grant funding opportunities affecting the larger vision of McLean County. Other departments such as the MCDF, the justice system, along with county-wide initiatives such as MHAB and CJCC would benefit from this position.

There are 3 options to fund the grant writer:

- An annual or monthly fee paid by providers to utilize the services of the grant writer
- Contractually via an administrative fee for grant applications
- If available, from an unencumbered fund(s) of the benefiting department(s). While this method is not sustainable, it would be an investment in future revenue opportunities.

By providers consenting to remunerate for services of the grant writer, it allows smaller providers the ability to secure additional funding where they do not have the resources. The benefit is both to the provider and to the taxpayer, by reducing demands for taxpayer funding.

By utilizing a grant writer, it creates the opportunity to collaborate and pool resources to pull agencies/providers together to secure grants where collaboration, integration, and possibly in-kind requirements are required but no one agency would qualify on their own.

## LONG TERM OBJECTIVES

**1. Determine community support to transition to 708 board**
In 1946, McLean County Health Department and BOH was established by referendum under 55 ILCS 5/Div. 5-25 (Appendix A) with the ability to levy up to $.10. In 1989, a referendum was passed which allows for up to an additional $.05 for additional mental health services (55 ILCS 5/5-25025).

A BOH has broad latitude in providing or contracting for mental health services. The broad latitude can range from solely contracting for mental health services, as the BOH currently does in McLean County, to the BOH operating as the direct provider of behavioral health services, including but not limited to, psychiatric services, case management, vocational training, and housing.

A 708 board is created by referendum according to 405 ILCS 20/ (Appendix B) as a separate governmental unit with taxing authority to levy up to $.15. In 1972, a referendum to create a 708 board failed. There is a currently a state task force led by the Lieutenant Governor looking into local

government consolidation. Given the current funding and political climate, it is beyond the scope of this report to speculate on potential system structure, funding, costs, and benefits.
Funding, information sharing, and EMS options must to be addressed at higher levels of government. "McLean County needs to advocate for more adequate funding for behavioral health services at the state and federal level and include mental health in the legislative agenda."

**2. Continue to engage federal and state legislators regarding funding and explore alternative local revenue funding streams for Behavioral Health Services**

The McLean County Board, community leaders, and others should work with state and federal lawmakers through various methods to improve funding for mental health initiatives in McLean County.

Local funding for mental health services within the community is almost entirely derived from property taxes. McLean County should work with its municipalities and other local government partners to jointly identify opportunities to diversify the revenue streams in a more equitable manner to fund mental health services.

McLean County needs to advocate for changes to the Illinois Mental Health and Developmental Disabilities Code and the Illinois Mental Health and Developmental Disability Confidentiality Act in order to share core information between agencies who are providing services to the behavioral health clients.

**3. Engage state legislators regarding information**

In order to better provide a continuum of care and to aid those mentally ill patients navigate the system, allowances in the law should be made to share information as much as possible.

**4. Engage state legislators regarding EMS**

While mostly a crisis issue, on 8/14/14 the Illinois statue regarding EMS transport only to a hospital was changed to allow for transport to locations other than a hospital. However, implementation is still being worked out regarding reimbursement for services. With the opening of the crisis stabilization unit, options for transportation should exist to divert from EDs or from EDs to a more appropriate setting. This would reduce costs not only to the patient but also to hospitals, insurance/Medicaid, and taxpayers. "McLean County needs to ensure that an array of behavioral health services are available and readily accessible to that population of individuals who confront mental health issues that are not yet chronic and persistent, so that their mental health issues can be timely addressed to reduce the prospect of decompensation resulting in long-term care and hospitalization." **Peer support** is getting help from someone who has been there. Some types of peer providers undergo training and certification to qualify. Medicaid and public mental health systems increasingly pay for services provided by certified peer support specialists as part of the service delivery team.

"McLean County needs to seek a central point of intake and provide wrap around services, which include basic needs with natural and creative supports along with follow up services."

**5. Evaluate centralized intake and WRAP teams**

Centralized intake is considered a best practice along with no wrong door. In order to move from no wrong door to centralized intake, many changes would have to be made to the system structure, service delivery approach, along with the funding to do so.

WRAP teams consist of multiple supports from providers to fully cover a variety of services utilizing a single, individualized, integrated plan resulting in long term stability.

## COORDINATION

For this report, the term coordination is in reference to case management and the definition of Case Management as defined by the Medicaid Rule 132:

Mental health case management services include assessment, planning, coordination and advocacy services for clients who need multiple services and require assistance in gaining access to and in using mental health, social, vocational, educational, housing, public income entitlements and other community services to assist the client in the community. Case management activities may also include identifying and investigating available resources, explaining options to the client and linking them with necessary resources.

## SHORT TERM OBJECTIVES

**1. Utilize PATH services**

Notify all agencies that they have free electronic access to the PATH Directory by going to: www.findhelp211.org.

Encourage all agencies to have their newly recruited case managers and those involved in case management services attend the PATH Community Services training as part of their initial orientation.

Encourage all agencies to have their ongoing case managers and those involved in case management services attend a PATH Community Services Update every three years.

*NOTE: 3 month lead time required by PATH

“McLean County needs to entice, retain, and cross train case managers to aid in expanding efficiency.”

**2. Create interagency training**

Encourage various agencies providing case management services to coordinate community based "lunch and learn trainings" by their staff on best practices and evidence based case management issues. Based upon the scope of the training and the credentials of the staff presenters, continuing education might be provided to attendees.

“McLean County needs a community wide support system for case managers and families that would include (but not limited to) the faith based community, volunteers, peer support, businesses and private organizations that would provide resources to the diverse segment of the behavioral health population.”

**3. Educate public about PATH training**

Encourage the faith-based communities to participate in the PATH Community Services Training.
“McLean County needs a case management system to work within existing structures or to engage new structures to minimize the duplication of services and to meet behavioral health needs with support at the leadership level.”

**4. Explore technology to enhance services between agencies**

Ensure the client's case manager from the lead agency coordinates the case and has access to documentation with additional providers. “McLean County needs to evaluate the current/active case management system and effectiveness of previous case management services.”

**5. Examine data requirements**

Develop a common set of data that will be contained in notes for all agencies providing case management services.

**6. Create reports for review by agency managers**

Develop an evaluation process for the case management system (similar to data link) that includes data from items listed below.

- Clients served
- The community
- Progress made by the client
- Timeliness to linkage for critical services
- Engagement and follow through
- Case manager efficiency and productivity

## LONG TERM OBJECTIVES

While the need “McLean County needs a case management system to work within existing structures or to engage new structures to minimize the duplication of services and to meet behavioral health needs with support at the leadership level” was stated above in the short term, there is also a long-term component.

**1. Utilize technology**

Develop a process to allow appropriate information on individuals being served by multiple agencies to be shared among these case management providers, HIPAA and other privacy issues must be addressed.

**2. Continue to expand existing case management cooperation**

Expand case management cooperation among agencies (two examples of this ongoing cooperation are Mental Health First Aid and the CHS Crisis Note.

- Ongoing Mental Health First Aid training is being provided through a collaboration of multiple county/community organizations.
- The CHS Crisis note was developed in collaboration with various community stakeholders and becomes part of the ongoing clinical record. Multiple community stakeholders were involved with its development but CHS is the only provider that completes the note in its entirety for data collection when documenting contact of clients in crisis.
  Continued efforts/no specific timeline.

“McLean County needs integrated, inclusive collaboration for case managers from local agencies working with behavioral health clients, including homeless, developmental disabilities, adolescents, substance abuse, family, school, etc. in a proactive manner.”

**3. Develop inclusive best practice case management system**

Encourage agencies to provide evidence based case management services.

| Focus Area | Recommended Next Steps & Time Frames | | | |
|---|---|---|---|---|
| | **Action** | **Who** | **When** | **Goals/Metrics to Identify Positive Change** |
| Education | Notify agencies of PATH Directory | | Begin in 1-3 mos. | |
| Education | PATH Community Services Training | New case managers, involved with case management services | Begin in 6-9 mos.(3 month lead time) | PATH reporting |
| Education | PATH training update | Every 3 years for all involved in case management | Begin in 6-9 mos. | PATH reporting |
| Education | Interagency training | Various providers | Begin in 6-9 mos. | Reporting from hosting agency |
| Pubic | PATH Community Services Training | faith community, volunteers, businesses, private organizations | Begin in 9-12 mos. | Reporting from PATH |
| Data | Explore technology – create similar to "Crisis Note" for case management | Major case management providers | Begin in 6 mos. | Usage of "Case Note" among providers |
| Data | Create common data set | | Begin in 9-12 mos. | Document in all provider training material |

| Focus Area | Recommended Next Steps & Time Frames | | | |
|---|---|---|---|---|
| | Action | Who | When | Goals/Metrics to Identify Positive Change |
| Reporting | Create standardized reports for evaluation of services | All case management providers | Begin in 9-12 mos. | Reports on demand |
| Data | Utilize technology/software to share information | Service Providers | Begin in 12 mos. | Sharing information |
| Integrated Supports | Develop inclusive evidence based case management | Service Providers | Begin in 18 mos. | |
| Medical | List of EMR implementations for critical agencies | All agencies | Complete by 12/15 | |
| Leadership | Complete MCDF EMR timeline | MCDF | Complete by 12/15 | |
| Leadership | Formalize working agreements for EMR sharing | All agencies | Complete by 7/16 | |
| Leadership | Appoint MHAB | BOH | July 2015 | |
| | Grant writer | County Administration | As Needed | Contracts executed, grants applied for, grants awarded |

| Focus Area | Recommended Next Steps & Time Frames | | | |
|---|---|---|---|---|
| | **Action** | **Who** | **When** | **Goals/Metrics to Identify Positive Change** |
| Leadership | BH/DD coordinator | MCHD | April 2015 | |
| Community | List of all mental health providers considered critical to service delivery as it relates to the McLean County Jail and hospital systems. | | Dec. 2015 | This list should include each organization's progress of EMR implementation. |
| Leadership | McLean County Jail complete an initial EMR implementation timeline to coordinate with jail expansion plan timeline. | Sheriff, County Administration | Dec. 2015 | Report to County Board Oversight committee |
| Intgrated Leadership | Critical mental health service organizations have formalized working agreements as they relate to sharing patients' protected health information. | Hospitals, MCDF, CHS | July 2016 | |
| Integrated Leadership | All organizations considered critical to mental health service delivery as it relates to MCDF and hospital systems provide regular progress reporting related to EMR implementation to an oversight group. | | July 2016 | |

# ACCESS TO MEDICAL SERVICES

AND

# MEDICAL MANAGEMENT

## ACCESS TO MEDICAL SERVICES AND MEDICAL MANAGEMENT

**Medication and Medical Community Concerns in McLean County, IL:**

1. Lack of access to medication and/or medication management for the mentally ill in McLean County
2. Lack of availability of timely services following release from hospitals or jail
3. Acute lack of prescribers for psychotropic medication

**Specific County-wide needs as assessed and listed by the County Board Mental Health Advisory Committee on Needs:**

1. McLean County needs the local medical community to increase efforts to develop a multi-disciplinary approach to behavioral health care.

2. McLean County needs to ensure that an array of behavioral health services are available and readily accessible to that population of individuals who confront mental health issues that are not yet chronic and persistent, so that their mental health issues can be timely addressed to reduce the prospect of decompensation resulting in long-term care and hospitalization.

3. McLean County needs to recruit a minimum of (3) three full-time equivalent behavioral health professionals, including psychiatrists and advanced practice nurse prescribers for children and adolescents. Their service must include public practice.

4. McLean County needs to recruit three-to-four full-time equivalent behavioral health professionals, including psychiatrists and advanced practice nurse prescribers for adults in both public and private practice.

5. McLean County, recognizing that 65-70% of psychotropic medication prescriptions written nationally are ordered by primary care physicians and pediatricians, needs to provide consultation and support to help and encourage them to enhance their knowledge of behavioral health issues.

6. McLean County Jail needs to be able to provide for an increasing number of incarcerated individuals access to psychiatrists and counseling, currently 28% diagnosed as mentally ill with 10% receiving psychotropic medication.

**The County Board Mental Health Advisory Committee on Best Practices found the following to be Best Practices in Medication and Mental-Health Related Medical Services:**

A system of Behavioral/Primary Health Care Services which include:

1. Electronic Medical Records (EMR) provide McLean County to opportunity to needs to integrate and encourage shared release of information for the mentally ill in order to provide holistic care, where able for core information

2. Health Care Teams at shared locations which provide comprehensive community-based medical, dental and mental health screenings, assessments, evaluation, treatment and rehabilitation services to all clients regardless of their ability to pay for such services, and to be cultural and linguistically competent

3. Primary Care Homes at locations throughout the community where client services are based on an integrated care management system and follow-up ranging from wellness to adequate handling of complex patients[1]

4. Services including the following:
    - Geriatric Psychiatric Services
    - Intensive Case Management Teams
    - Inpatient care and treatment

5. No appointment model for behavioral health services

[1] Evaluation at all locations of services to include: trauma, depression, anxiety, substance abuse and primary health screening as well as psychological and developmental assessments

**Current Accomplishments**

1. **Electronic medical records are being adopted by a wide variety of providers within the community**
2. **Under a recent HRSA grant, the Community FQHC can add a behavioral health professional for service to underserved community residents**

**SHORT TERM OBJECTIVES**

**1. Develop plan for EMR implementation**

to have all McLean County mental health service providers develop a plan for electronic health records implementation. In addition, under the structure of the current working committees under the Mental Health Advisory Group to the Executive Committee for the McLean County Board, committee members seek ongoing ways to enhance collaboration and care coordination through structured information sharing (working/business agreements, patient releases, processes for information sharing, etc.). It is recommended organizations consider the following to be important information to include in data sharing:

a. Patient Demographics
b. Diagnosis/Problem List
c. Medications (both current and discontinued)
d. Allergies
e. Hospital/Residential Admissions (if applicable)
f. Treatment Planning/Discharge Report
g. Pending Appointments
h. seek funding sources for social service agencies to convert records to an electronic system

2. **Initiating a trial using a no appointment model**
for behavioral health services provides access to clients who may be challenged because of medical condition to meet their scheduled appointment parameters and reduces the complication that no-shows create for providers.

**LONG TERM OBJECTIVES**

1. As McLean County progresses to improve its mental health services, it should not ignore the importance of Electronic Medical Records (EMR). Across the country, healthcare systems, both large and small, have migrated to EMR systems. The benefits of which mirror the goals of the McLean County's Mental Health Advisory Group on Coordination and Collaboration. Benefits of Electronic Medical Records include:

- Improved Patient Care
- Improved Coordination
- Increased Patient Participation
- Improved Diagnostics & Patient Outcomes
- Practice Efficiencies & Cost-Savings

While behavioral health is one of the most varied healthcare settings, encompassing a wide range of services from outpatient substance abuse treatment to full-time, residential psychiatric care, its services can also be enhanced with the use of EMR systems. Within local mental health services, the type of care provided also differs. For instance, a single organization may offer group therapy, one-on-one counseling, crisis stabilization and community outreach. Compounding the diversity is the fact that each area has significant sensitivities in terms of both treatment approach and client privacy. While these services may differ from traditional healthcare services, it does not exclude them from benefitting from EMR implementation.

Some McLean County mental health providers have implemented EMR's. This committee feels it is imperative for all healthcare providers develop a plan for EMR implementation in order to gain the benefits listed above. This will not only improve the care delivery for each organization, but will improve the collaborative efforts of the entire care delivery system.

For the need "McLean County needs a public model of the DataLink system for all agencies", exploration of the current DataLink system being utilized by some local service providers was conducted. The electronic database system is helpful for some organizations that use it, but there are several reasons why this system should not be explored further. DataLink is a program implemented through the Illinois Department of Human Services and only programs funded by IDHS can access DataLink. While this is a statewide database, programs that use it can only access records and information to the patients they serve.

While in a perfect world, all healthcare delivery organizations would share the same software and have integrated capabilities; this is not realistic for many reasons. Both hospitals current operate on different EMR platforms and organizations that have implemented or are looking to implement EMR will select a vendor based on the specific needs of their organization. Therefore, it is not the recommendation of this sub-committee that the County move toward an integrated EMR platform, but that each organization implement an EMR system and that organizations utilize their EMR systems to their fullest potential to better coordinate service delivery with shared populations.

Agencies that could not absorb the cost of their own EMR system should investigate vendors who may be able to provide for shared resources and database management systems spreading the initial cost and continuing maintenance over a larger number of providers.

# JUVENILE
# (21 AND UNDER)

## JUVENILES (21 and under)

McLean County should design a comprehensive, accessible, affordable, state-of-the-art behavioral health care system, integrated with primary health, education, social supports, and employment. Planning must begin by creating a system framework that includes a convener/leadership team (oversight group); a robust, shared data system; political support and policies that support coordination and collaboration; funding/grant writing; shared training and coaching to build critical skills; intra-agency policies and procedures that support coordination and collaboration, leading to an openness to organizational change for all stakeholders; and an evaluation system that demands ongoing accountability and reporting of results (movement toward designated outcomes) at regular intervals. Determining how desired outcomes will be measured will be critical to the success of the plan. The decision about creating a 708 board vs. our current system will need to be resolved with a goal to merge the infrastructure, oversight and funding for behavioral health (mental health and substance use) and intellectual disabilities/developmental disabilities to facilitate integrated cross-systems planning, service delivery, and accountability in an effective manner.

## SHORT TERM OBJECTIVES

1. Develop a system framework (infrastructure) that includes political support/advocacy, policies that support integration, blended funding/grant writing, shared professional development/ coaching/consultation, and an evaluation system to track and report outcomes at regular intervals (aligned with federal and state initiatives)

2. Establish a Convener and Leadership Team to oversee work of action planning teams and to implement planning grants for team members

3. Develop/implement a “Call to Action” focusing on
    - ACES—Adverse Childhood Experiences Study
    - Youth Mental Health First Aid/Mental Health First Aid
    - Strengthening Families Approach
    - Stigma reduction for behavioral health challenges
    - Organization and mobilization of natural community-based supports (i.e. social networks) and services (i.e. transportation)

## Guiding Principles of Behavioral Health Care for Juveniles (21 and under)

1. Use a System of Care (SOC) model, aligned with current federal and state behavioral health/integrated care initiatives, ensuring that the county/community work toward the following:
    - An integrated network offering a broad array of services and supports funded from multiple sources
    - Delivery of trauma-informed, evidence-based behavioral health and developmental disabilities services and supports in the least restrictive setting needed. Ensure that evidence-based, trauma-informed practices are being utilized by personnel in programs/agencies such as child welfare, home visiting, public health, child abuse and neglect prevention, early care and education, mental health, substance use, primary care, special education, and juvenile justice
    - Utilization of an individualized Wraparound practice approach (i.e. Person-Centered Planning). The wraparound process aims to achieve positive outcomes by providing a structured, creative, and individualized team planning process that, compared to traditional treatment planning, results in plans that are more effective and more relevant to the child and family. Through the team-based planning and implementation process, wraparound also aims to develop the problem-solving skills, coping skills, and self-efficacy of the young people and family members. The intensity and individuals participating in this process will be different based on the level of need of the identified young person
    - Family and Youth Partnerships and Leadership Development - opportunities with attention to cultural and linguistic needs
    - Cross-system "Planning and Thinking"-- Service coordination
    - Integrated Systems Framework—Cross-Agency Teaming, Training, and Collaboration
    - Community of Practice model that offers sufficient, effective, and ongoing professional development, supervision and consultation for providers, care-givers, family support specialists, and administrators
    - Services for Young Children and Their Families
        - Services for Youth in Transition to Adulthood (rehabilitation, empowerment, natural supports, education, work)
    - Collaboratively "develop outcomes and indicators to be measured, establishing a data collection process, collecting outcome and cost data, and developing an impact map". *(Return on Investment in Systems of Care for Children with Behavioral Health Challenges)*
    - Data-Informed Decision Making
        - Trend identification leading to concurrent planning for prevention and early intervention
        - Continuous assessment and improvement of services/models of treatment/fidelity to EBT
        - Accountability and Systemic Assessment

2. Adopt a philosophy and practices in support of diversion and/or return of youth from inpatient and residential treatment settings, decreased use of emergency rooms, and decreased use of juvenile correction by investing resources in cost-effective home and community-based services. Critical practices include a coordinated system of crisis response and intensive case coordination at low ratios for youth with intensive behavioral health and substance use challenges

3. Execute "A Call to Action" involving education, engagement, and mobilization of the community and its resources regarding:
    - ACES—Adverse Childhood Experiences Study
    - Youth Mental Health First Aid/Mental Health First Aid

- Strengthening Families Approach
- Stigma reduction for behavioral health challenges
- Organization and mobilization of natural community-based supports (i.e. social networks) and services (i.e. transportation)

4. Utilize higher education resources in the community to engage in evaluation of systems, practices, and outcomes associated with behavioral health/developmental disabilities services for juveniles.

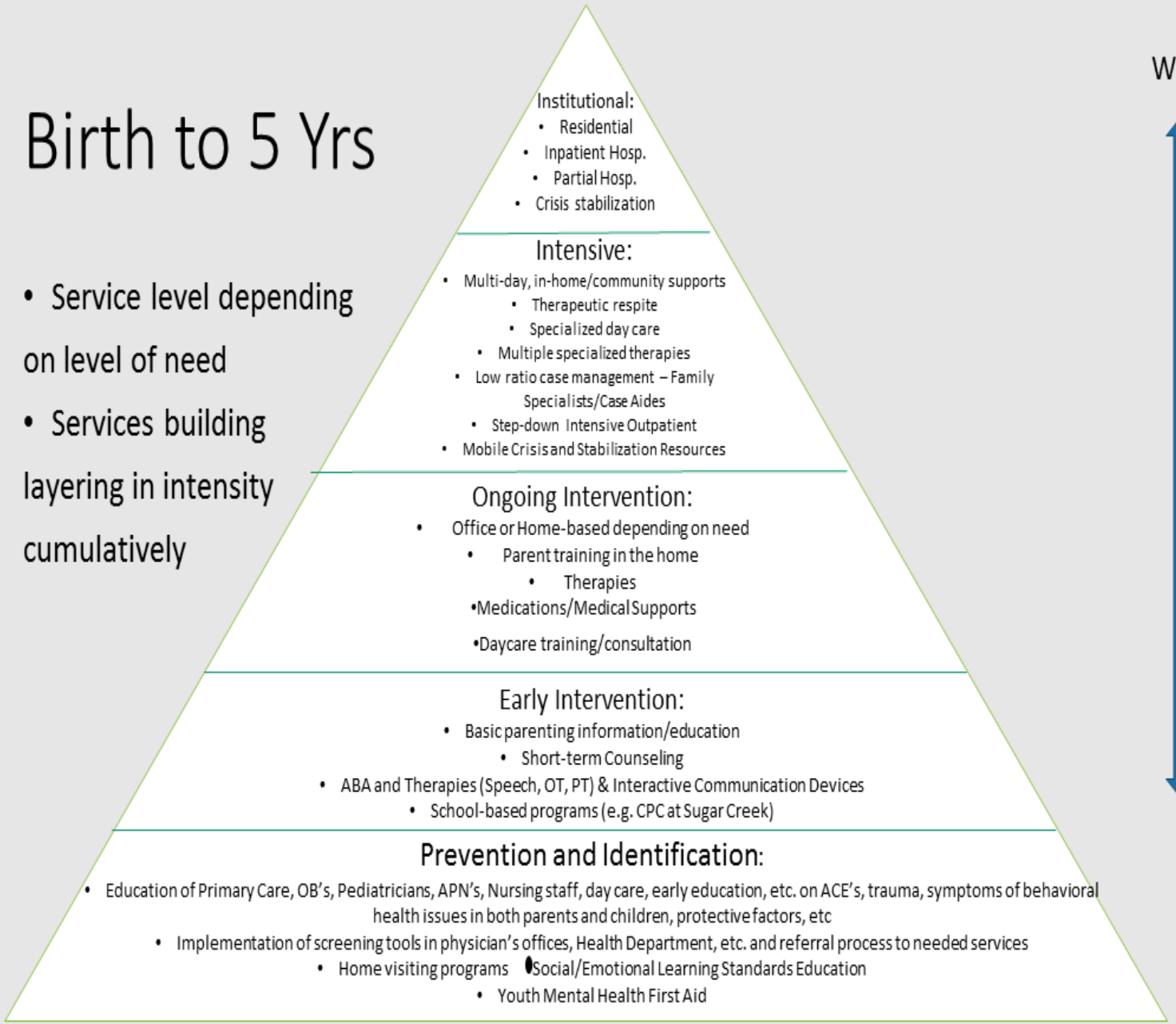
5. Coordinate a crisis response system/network for youth overseen by a single provider to streamline referrals, response, follow-up, etc. This system will include a mobile crisis team, therapeutic respite, a crisis stabilization unit, child and adolescent psychiatric beds, and step-down intensive outpatient services and supports. This needs to be integrated with state-proposed regional crisis stabilization/detox centers.

6. Create/expand gainful employment opportunities, in keeping with the Workforce Innovation and Opportunity Act (a blended funding framework and a "quality career pathways" model). This model includes a continuum of work-based learning experiences to include career exploration, career planning and management, job shadowing, job/work sampling, service learning, job development and coaching, internships, apprenticeships, paid employment, and mentoring. This model should be "job-driven"-responding to the needs of employers and preparing workers for jobs that are available now and in the future.

7. Enhance the current transportation system to provide access to behavioral health and developmental disabilities services, resources and supports and access to education/training and employment.

# Birth to 5 Yrs

- Service level depending on level of need
- Services building layering in intensity cumulatively

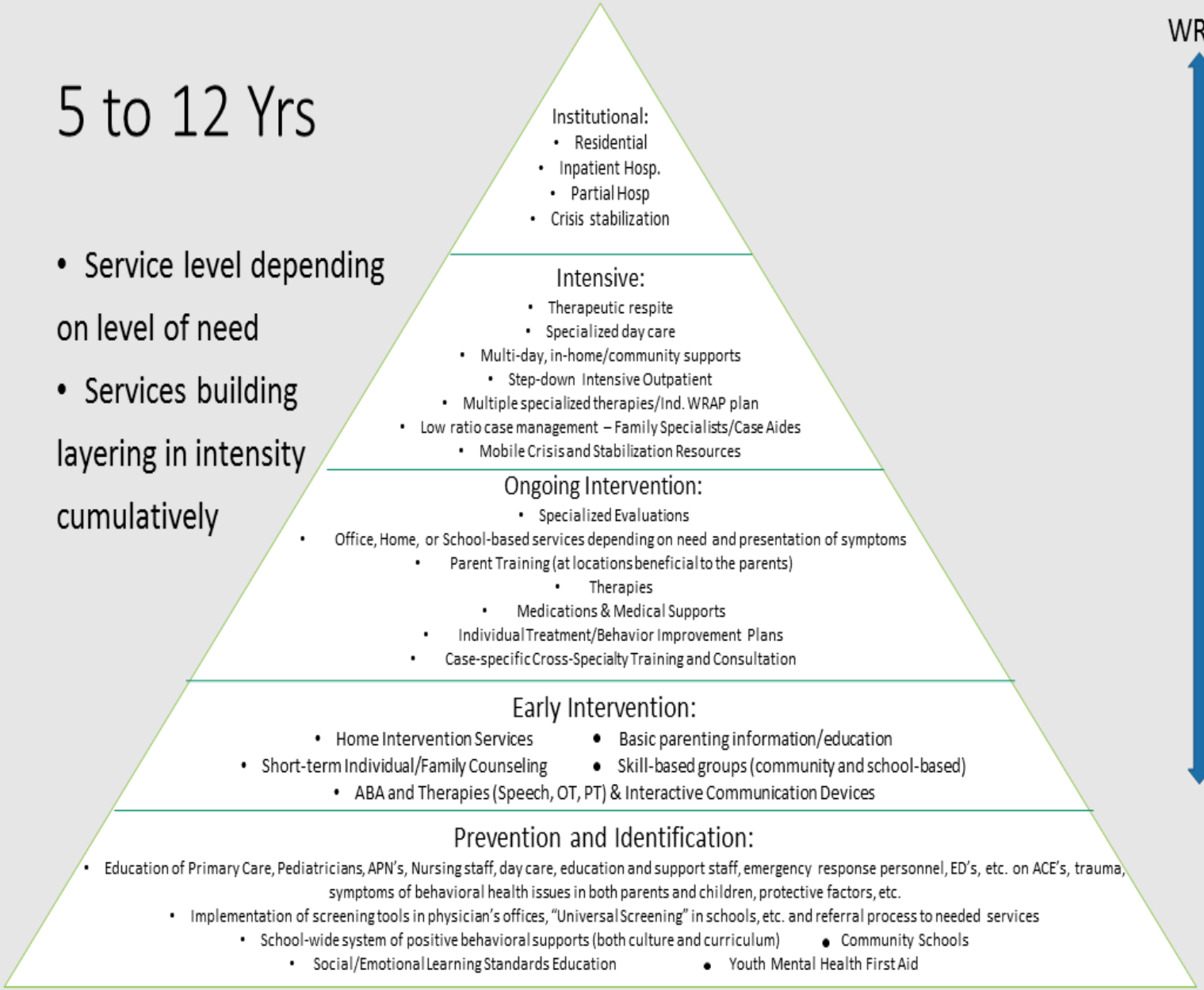



WRAP

- WRAP Teams
- WRAP-around Resources for Needs (e.g. housing, utilities, safety, transportation, recreation, social/emotional, child care, vocational, natural supports, nutrition, etc.)
- Parent Mentoring
- Consultation amongst providers w/ shared, ongoing service planning
- Cross-system training and coaching for/among providers, day care and early education, and juvenile justice
- Parent Partnerships & Leadership Development
- Family Navigators/Care Managers

# 5 to 12 Yrs

- Service level depending on level of need
- Services building layering in intensity cumulatively

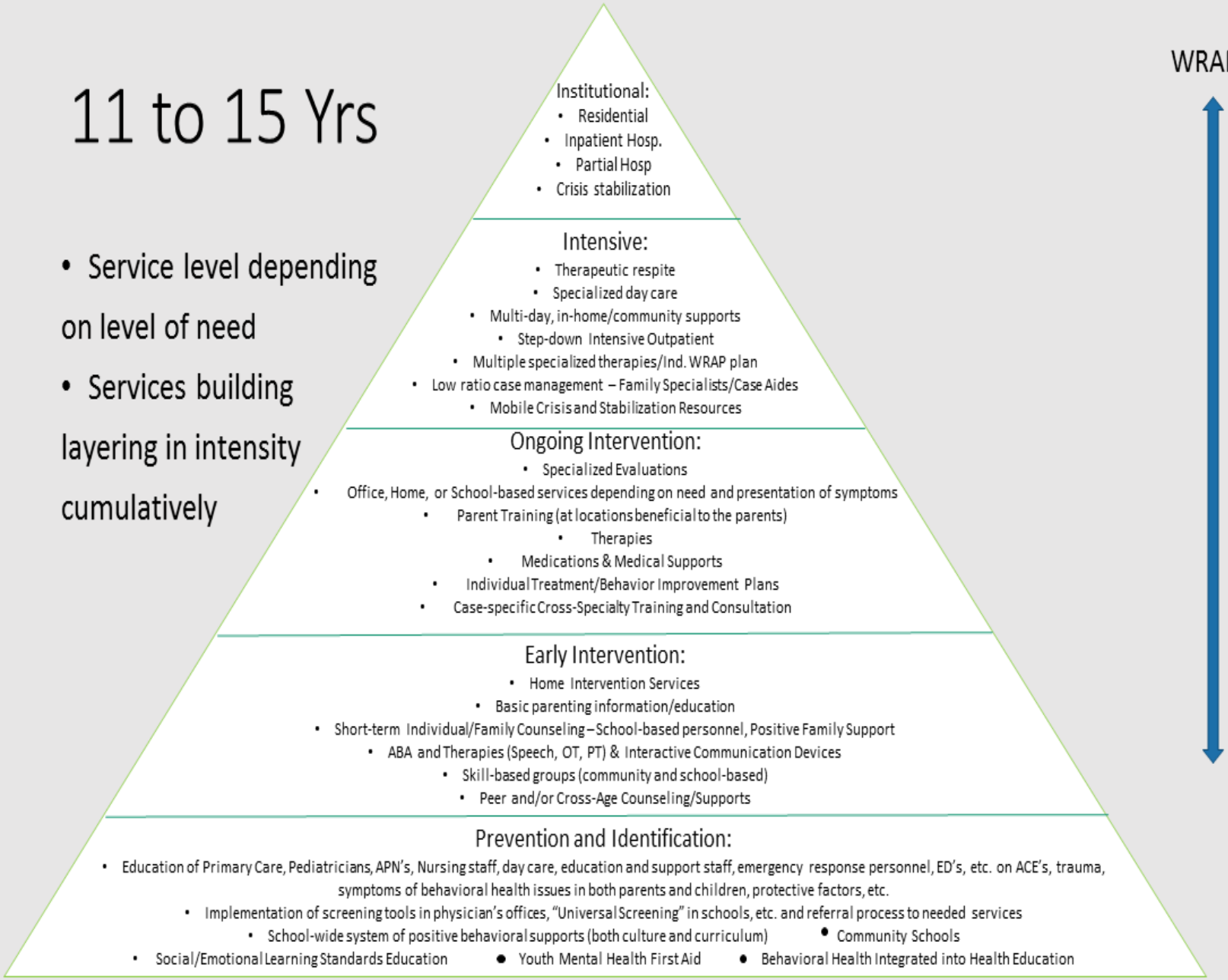



WRAP

- WRAP Teams
- WRAP-around Resources for Needs (e.g. housing, utilities, safety, transportation, recreation, social/emotional, child care, vocational, natural supports, nutrition, etc.)
- Parent Mentoring
- Consultation amongst providers w/ shared, ongoing service planning
- Cross-system training and coaching for/among providers, day care and early education, and juvenile justice
- Parent Partnerships & Leadership Development
- Family Navigators/Care Managers

# 11 to 15 Yrs

- Service level depending on level of need
- Services building layering in intensity cumulatively

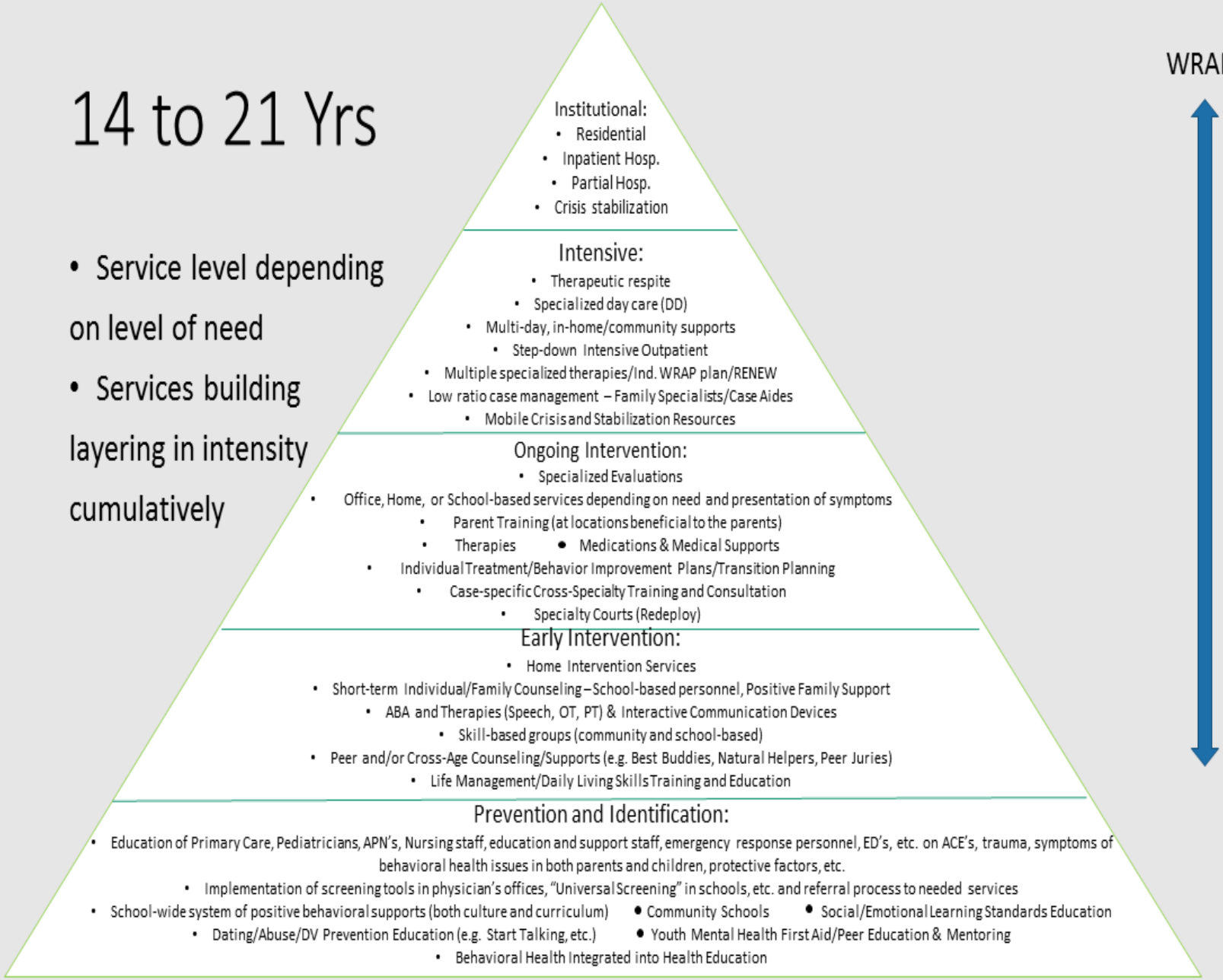



## WRAP

- WRAP Teams
- WRAP-around Resources for Needs (e.g. housing, utilities, safety, transportation, recreation, social/emotional, child care, vocational, natural supports, nutrition, etc.)
- Parent Mentoring
- Consultation amongst providers w/ shared, ongoing service planning
- Cross-system training and coaching for/among providers, day care and early education, and juvenile justice
- Parent Partnerships & Leadership Development
- Family Navigators/Care Managers

# 14 to 21 Yrs

- Service level depending on level of need
- Services building layering in intensity cumulatively

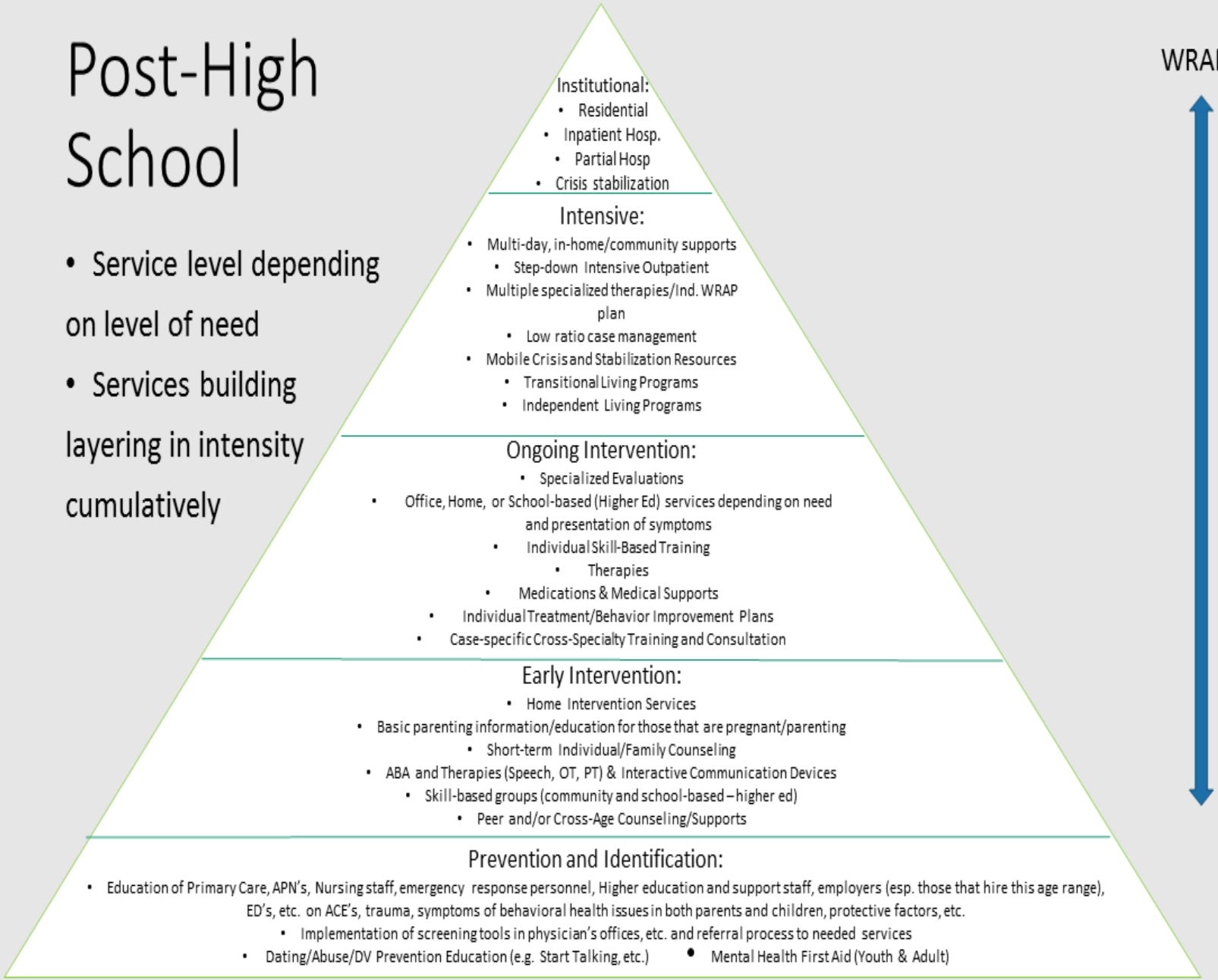



WRAP

- WRAP Teams
- WRAP-around Resources for Needs (e.g. housing, utilities, safety, transportation, recreation, social/emotional, child care, vocational, natural supports, nutrition, etc.)
- Parent/Peer Mentoring
- Consultation amongst providers w/ shared, ongoing service planning
- Cross-system training and coaching for/among providers, day care and early education, and juvenile justice
- Parent Partnerships & Leadership Development
- Family Navigators/Care Managers

# Post-High School

- Service level depending on level of need
- Services building layering in intensity cumulatively




## WRAP

- WRAP Teams
- WRAP-around Resources for Needs (e.g. housing, utilities, safety, transportation, recreation, social/emotional, child care, vocational, natural supports, nutrition, etc.)
- Peer Mentoring
- Consultation amongst providers w/ shared, ongoing service planning
- Cross-system training and coaching for/among providers, day care and early education, and justice
- Leadership Development
- Care Managers
- Specialty Courts

| Focus Area | Recommended Next Steps & Time Frames | | | |
|---|---|---|---|---|
| | **Action** | **Who** | **When** | **Goals/Metrics to Identify Positive Change** |
| Convener and Leadership | Develop a system framework (infrastructure) that includes political support/advocacy, policies that support integration, blended funding/grant writing, shared professional development/ coaching/consultation, and an evaluation system to track and report outcomes at regular intervals (aligned with federal and state initiatives)<br><br>Establish a Convener and Leadership Team to oversee work of action planning teams and to implement planning grants for team members | County Board and designees with specialized expertise employ convener; appoint leadership group | 0 months, Complete by 3 months | Design an evidence-based integrated primary health, behavioral health, and developmental disabilities system of care that is consumer driven, easily accessed, effective, cost efficient, and accountable<br><br>Provide incentives for service providers to promote collaboration/ integration<br><br>Impact legislation related to increasing blended and flexible funding for behavioral health and developmental disabilities services; advocate for integrated systems of support at all levels<br><br>Apply for and obtain grants to fund systemic components |
| Community Initiative/ Call to Action and Mobilization of Natural Supports | Develop/implement a "Call to Action" focusing on ACES/Trauma-Informed Care, Mental Health First Aid, stigma reduction, Strengthening Families, Community Schools, Recovery and Resiliency, Person-Centered Planning with goal of mobilization/organization of natural supports/ volunteer/service contributions from entire community | County Board/designees and leadership group in conjunction with community members offering ***natural supports***; business and civic organizations; faith community; peer support groups; parents/family/ caregivers; early education and day care providers; youth groups; higher education; community shelters; employers/ businesses; schools; retired citizens; libraries, transportation networks, etc. | Begin by 3 months, Complete by 18 months | Increase number of youth and families seeking services by reducing stigma attached to behavioral health issues and developmental disabilities<br><br>Create a cadre of natural supports/peer helpers to prevent/ minimize/intervene related to behavioral health issues and developmental disabilities |
| Screening and Assessment | Develop/expand an integrated service delivery/response system for the identification and early intervention of pregnant women and | Obstetricians, gynecologists as well as primary care providers, nurses, behavioral health and developmental disability professionals, | Complete by 18 months | Develop a system of universal screening/assessment for behavioral health issues and |

| Focus Area | Recommended Next Steps & Time Frames | | | |
|---|---|---|---|---|
| | **Action** | **Who** | **When** | **Goals/Metrics to Identify Positive Change** |
| | parents/children dealing with trauma, depression, anxiety, substance use, domestic violence, developmental delays, and primary health issues | school personnel, day care providers, health department personnel, pregnant women and parents/families | | developmental delays as early as possible<br><br>Impact legislation to sufficiently fund screening and assessment services |
| Integrated Agency, School and Community Behavioral Health/ Developmental Disabilities ***Prevention and Early Intervention (Interconnected Systems Framework)*** | Develop/expand an integrated system for delivering "best practices" wellness, prevention, and early intervention behavioral health and developmental disabilities services, resources, and supports in homes, schools, and community locations | Primary care providers, nurses, behavioral health and developmental disability professionals, school personnel/administrators, day care providers, health department personnel, social service agency administrators, youth and families, and potential funders | Complete by 18 months | Develop an integrated evidence-based system for prevention and early identification of primary health and behavioral health issues and developmental disabilities to minimize impact on infants, children, and families<br><br>Identify current and potential sources to fund integrated prevention and early intervention services |
| Integrated Agency, School and Community Behavioral Health/ Developmental Disabilities ***Intervention and Intensive Intervention (Interconnected Systems Framework)*** | Develop/expand an integrated system for delivering a continuum of high quality, solution-focused, and evidence-based behavioral health and developmental disability services in homes, schools and community locations.<br><br>Integrate teaming, co-training, cross training, co-facilitation, and ongoing consultation/supervision of community and school behavioral health providers as a part of service delivery across agencies and entities involved.<br><br>Integrate service planning across providers.<br><br>Integrate daily living and employment services with clinical treatment. | Clinical practitioners, school leaders, school practitioners (school psychologists, school social workers, and school counselors), administrators and practitioners from social service agencies, juvenile justice personnel, youth and families, and potential funders | Complete by 18 months | Develop an integrated evidence-based, multi-disciplinary, easily accessed and affordable system to deliver a continuum of primary care, behavioral heath care and developmental disabilities services with level/intensity of intervention matched to level/intensity of need for youth and families in McLean County<br><br>Identify current and potential sources to fund integrated intervention services |

| Focus Area | Recommended Next Steps & Time Frames | | | |
|---|---|---|---|---|
| | **Action** | **Who** | **When** | **Goals/Metrics to Identify Positive Change** |
| Capacity Building for Psychiatric, Developmental Pediatrician, and Advanced Practice Nursing Services (Diagnostic and Medication) | Develop/implement comprehensive plan for recruiting psychiatrists, advanced practice nurses, and developmental pediatricians for integrated community care and to empower/train/coach/recruit primary care physicians and clinical psychologists to address more of the diagnostic, specialized evaluations, and medication needs of those with behavioral health challenges and developmental disabilities *(OSF Resource Link and Consulting Psychiatrist/Physician Models)* | Administrators of hospitals and agencies, physicians, psychiatrists, physician organizations, advanced practice nurses, behavioral health and developmental disabilities professionals, youth and families, etc. | Complete by 18 months | Increase timely and affordable access to diagnostic services, ongoing care, and needed medication from psychiatrists, developmental pediatricians, and advanced care nurses<br><br>Increase recruitment, training and consultation for primary care physicians to address behavioral health and developmental disabilities needs |
| Diversion from Residential/ Inpatient Treatment<br><br>Integrated Crisis Response System | a) Develop/expand systemic components (intensive low-ratio case coordination and provision of evidence-based therapies, resources and supports) to divert youth with mental health/substance use and/or developmental disabilities from residential/inpatient treatment, and juvenile facilities.<br><br>b) Develop/expand the overall comprehensive youth crisis response system overseen by a single provider. System would include mobile crisis team, crisis stabilization unit, therapeutic respite, child/adolescent psychiatric beds, and step-down intensive outpatient services, integrated with proposed regional crisis stabilization centers | a) Treatment facilities/providers and juvenile justice administrators/staff, psychiatrists, physicians, hospital administrators, youth and families, etc.<br><br>b) Treatment facilities/providers administrators/staff, first responders, psychiatrists, physicians, hospital administrators, youth and families, etc. | Complete by 18 months<br><br>Begin by 3 months, Complete by 18 months | Decrease number of youth needing emergency room care, hospitalization, and/or residential/ inpatient treatment, and incarceration related to behavioral health and developmental disabilities issues<br><br>Develop an integrated, evidence-based continuum of crisis services for youth from crisis stabilization through follow-up<br><br>Impact legislation related to sufficient, blended, and flexible funding for diversion and crisis services |

| Focus Area | Recommended Next Steps & Time Frames | | | |
|---|---|---|---|---|
| | **Action** | **Who** | **When** | **Goals/Metrics to Identify Positive Change** |
| Supportive Housing | Develop/expand network and implementation plan for increasing number of Supportive Housing Units for youth/families with behavioral health and developmental disabilities and those youth transitioning to independent living. | Bloomington Housing Authority, City of Bloomington, City of Normal, local property owners, youth and families, agency personnel, government employees in charge of funding and regulatory policies | Complete by 18 months | Increase number of families and youth with behavioral health and developmental disabilities with access to supportive, safe, and affordable housing |
| Education, Training, and Employment | Develop/expand the continuum of education, training, and employment supports and increase the number of supported, subsidized, and competitive employment positions for youth with behavioral health and developmental disabilities | Transition Planning Committee members Parents/ Families/Care-givers; Youth; Agency and School Administrators and Personnel, Juvenile Justice, Government and Business Leaders (Chamber of Commerce/McLean County Community Compact) | Complete by 18 months | Increase number of transition age youth with behavioral health and developmental disabilities involved in education/training ***leading to employment***<br><br>Increase number of businesses and entities offering employment supports and long term employment for those with behavioral health and developmental disabilities<br><br>Impact legislation related to increased blended and flexible funding for employment services, work incentives, and tax incentives for employers |
| Transportation | Develop/expand current transportation services/options to allow affordable access to behavioral health and developmental disabilities services and to education/training, employment, and social supports | Staff/owners/managers from public and private transportation entities, youth and families | Complete by 18 months | To increase availability of safe, affordable transportation to allow access to needed supports, services, and employment |

# HOUSING

## HOUSING

**There are two general concerns for housing in McLean County.** These are: 1) access to clean safe, sanitary housing on a transitional/temporary, seasonal, or permanent basis, and 2) availability of supportive housing.

Of these general categories of need, County-wide needs as assessed and listed by the County Board Mental Health Advisory Committee on Needs were broken down as follows:

1. McLean County Jail needs specialized housing within the jail to provide a therapeutic environment for those incarcerated who cannot tolerate placement within the general population.

2. McLean County needs step-down housing to those individuals diagnosed with mental illness released from corrections facilities (Crisis Stabilization unit opening April 1 – 14 beds /initially 6 In lieu of jail/hospital – maximum stay 14 days – 4 beds for detox – 24/7 APN)

3. McLean County needs to increase the number of supportive housing beds from 84 beds to an estimated 180 based on the currently available data on the homeless population in the community , which housing needs to include step-down, transitional, and permanent types. (Need 54 beds for the chronically homeless )

4. McLean County needs to engage the Bloomington Housing Authority, the City of Bloomington, the Town of Normal, and local property owners to insure that there is adequate clean, safe, sanitary, affordable housing alternatives that meet minimum housing code standards.

5. McLean County needs to advocate for clients who are in housing that is unsafe, is of poor quality, or does not meet code. (Call PATH – works closely with COB)

6. McLean County needs to ensure that housing is accessible to those with disabilities, chronically mentally ill, veterans, and homeless populations needing continuous care.

7. McLean County needs to integrate and collaborate with housing providers and incentivize the collaboration based upon data driven outcomes.

The County Board Mental Health Advisory Committee on Best Practices identified the following to be Best Practices in Housing:

1. A continuum of housing options:
    a. Transitional Housing
    b. Emergency Shelter
    c. Recovery Housing
    d. Permanent Supported Housing
    e. Seasonal housing for the homeless population

2. Housing based services to assist individuals in remaining in the community/least restrictive environment which could include elements of the following:
    a. Intensive Case Management (homemaker assistance, transportation, medication management, recreational services, etc.)
    b. Intensive Home-Based Treatment (How is this different from "a")
    c. Supported Education
    d. Transportation
    e. Interactive Communication Devices
    f. Peer Support
    g. Recovery Support Coaching
    h. Job Training
3. Establish relationships with landlords for housing
        i. Rent Guarantees
        ii. Support for maintenance of housing

**CURRENT ACCOMPLISHMENTS**

There are a number of different agencies that provide housing assistance to homeless and mentally ill individuals. The services and work these agencies perform is summarized below.

1. PATH continues to work with the homeless population in the area. There are two main shelters in the community; however, some of the mentally ill may not be eligible for those beds as they are reserved families or there may be restrictions on client eligibility).
2. Chestnut Health Systems currently has twenty people in scattered site housing. This is permanent housing as opposed to transitional housing. These units are not Section 8 housing. They have worked to develop rapport with landlords. Chestnut's involvement allows landlords to know that rent will be paid. Case managers meet with regularly to assist with life skills. They continue to work to secure funds for additional housing.
3. The Salvation Army continues to house up to forty men and eighteen women at Safe Harbor. Over two-thirds have a mental illness or substance abuse issues. They provide case management, job development, and spiritual development. Clients typically stay for 8 weeks. Residents receive case management. There is also a warming center during the winter months (73-80 in the warming center average). SSVF – supportive services for veteran families. Pathway to Hope – case management program – families with children under 18 – goal to break the cycle of poverty/no longer relying on agencies for support.
4. Genesis House – HUD funded transitional housing –chronically homeless (maximum two (2) years/try to transition out after a year). Transitional Housing through COB. (Not restricted to HUD requirements)
5. There is FEMA money for short-term hotels – preference to families with children. (Through PATH)
6. Home Sweet Home provides shelter for up to 90 men, women, and children of all ages. They feed an additional 40-50 people at meals and over 350 food co-op members. (Low income food co-op – working a couple of hours in exchange for a shopping trip (100-150 dollars – Started in July) Residents receive case management while at the shelter. The goal is to get clients to the place where they can function in their own homes. As they leave the agency, they are connected with other supports in the community. A variety of classes are offered. Rapid re-housing program called Bridge of Hope for single moms.

    a. Working with CHCC – Mobile Health Project (at least once a month – goal is to get up to weekly)
        i. Providing medical services – Tent city
        ii. Strategic locations in the community
7. Center for Human Services operates several different types of housing:
    a. There is an 8 bed rooming house for those who are chronically mentally ill. This is staffed 24/7. Case managers work with clients on all types of life skills and the hope is that clients may eventually move to transitional housing.
    b. There is a 12 unit supportive housing program where case managers are on-site a minimum of twice a day. (Intensive case management)
    c. There are 5 transitional units where the average stay is 6 months. They receive case management, are checked on twice a day, receive aid in applying for benefits and accessing services from other agencies, and are assisted in finding supportive permanent placements.
    d. There are also 30 Section 8 vouchers. These clients receive a minimum of weekly case management.
8. Project Oz provides transitional housing for up to two years for teens/young adults. An estimated 75% of their clients have a mental illness.
9. Labyrinth provides outreach services to women who are transitioning out of jail or prison or who are on parole or probation. They provide assistance in many areas such as transportation, housing, counseling, case management, and education. Currently, they are raising matching funds to purchase transitional housing properties. As of January 5, 2015, they were $7,794 away from their matching grant goal of $48,000.
10. Jail study has been completed and the County is reviewing options for increasing appropriate housing for inmates with mental illness.

Some more recent accomplishments are:

1. The Community Health Care Clinic and Home Sweet Home have partnered to sponsor the Mobile Health Project. Home Sweet Home owns the vehicle, handles the logistics of the program (drivers, supplies, coordinating site locations) and provides linkage, referral, and follow up contact with patients for other needs they may have (housing, transportation, dental care, clothing, employment assistance). The Community Health Care Clinic provides the medical treatment. Currently, services are offered once a month. The goal is to move to weekly services. The clinic provides medical services at “Tent City” and strategic locations in the community to serve the homeless and other underserved populations.
2. Home Sweet Home began a low-income food co-op started in July 2014. There are now 350 food co-op members and others on a waiting list to participate. Co-op members work a couple of hours in exchange for a shopping trip in which they are allocated $100 to $150 to spend.
3. Veterans Affairs, PATH, The Salvation Army, and HUD collaborated on the goal of “finding mainstream housing for 10 chronically homeless veterans in 100 days.” The collaboration resulted in mainstream housing (apartments with local landlords) for 11 veterans.
4. The jail study has been completed and McLean County Government is reviewing options for increasing appropriate housing for inmates with mental illness

**SHORT TERM ACTION PLAN**

1. Seek additional Federal housing vouchers for behavioral health clients.
2. Seek housing funding for construction of new subsidized housing units or scattered site leasing (Federal Government preference – scattered site is more cost effective)
3. Form a coordinated system for reviewing applications for housing assistance to maximize resources (Township, Veteran's Assistance, etc.)
4. Establish ties with rental groups, Bloomington Housing Authority
5. Develop a database of addresses/locations of people in scatter site housing/private housing to allow organizations to reach out to these individuals.

**LONG RANGE PLAN**

1. Construction of sufficient number of housing units – permanent and transitional to meet different levels of need.
2. Conduct a full inventory of all public and private housing units available for individuals with behavioral health issues to identify the location, rent and availability of supportive services for each housing unit.
3. Increase the level of services delivered by mobile units that bring services to locations with a high population of individuals with behavioral health issues.

# CRISIS

## CRISIS

**Definitions**:

**Crisis**: An event that includes any or all of the following: a loss of function, ideation/intent/plans that present a danger to the individual or others, sharp and/or sudden increase in psychiatric symptoms, or any other situation requiring urgent care to restore the individual's previous level of functioning.

**Crisis Intervention Services:** – Actions designed to help an individual experiencing a crisis event avoid more restrictive levels of treatment (such as hospitalization) when possible and to assist in the prevention of future events. The primary goal of these actions is to stabilize and improve psychological symptoms of distress, allowing referral to and/or linkage with other ongoing mental health services to address issues that led to the crisis. These actions include, but are not limited to: safety/harm evaluation, mental health assessment, brief/immediate mental health services, therapeutic support, hospitalization, and case management services.

**Crisis Stabilization:** Crisis stabilization is defined as "a direct service that assists with deescalating the severity of a person's level of distress and/or need for urgent care associated with a substance use or mental health disorder. Crisis stabilization services are designed to prevent or improve a behavioral health crisis and/or reduce acute symptoms of mental illness by providing continuous 24-hour observation and supervision for persons who do not require inpatient services" (SAMHSA 2012).

**County-wide needs as assessed and listed by the County Board Mental Health Advisory Committee on Needs:**

1. McLean County needs enhanced crisis services with crisis response team members who are knowledgeable about available community services, able to make appropriate cross-agency referrals, and able to assist clients in navigating the behavioral health delivery system.

2. McLean County needs a mobile response team which is the front door of an integrated community-wide system that thoughtfully directs clients to needed services, monitors compliance, and assesses changing needs.

3. McLean County needs crisis response team members who have the necessary skills, training, education, experience, and confidence to provide an initial therapeutic response to a crisis situation.

4. McLean County needs a minimum of (3) crisis counselors available at any one time to travel, provide walk in service, or over-the-telephone intervention seven days a week, twenty-four hours a day.

5. McLean County needs a (10-14) bed crisis stabilization program for adults.

**Best Practices** – A System of Behavioral/Primary Health Care Services which include a Crisis Stabilization Unit (CSU) which provides stabilization and treatment services to persons who are in psychiatric crisis. CSU can serve as a step down from a higher level of care (i.e. inpatient hospitalization for state operated hospitalization). In many cases, mental illness can be treated in the unit and returned to the community without an inpatient admission to a hospital. The purpose is to treat crisis immediately; avoiding the wait or services that typically see the presenting condition worsen. The CSU should be connected to the integrated system in the event hospitalization is required. Best practices include:

1. Mobile Crisis Stabilization
2. Relapse Prevention
3. Follow-up
4. Outreach
5. Recovery Support Coaching
6. Crisis Residential Stabilization
7. Medically-monitored intensive inpatient
8. Urgent Care
9. Peer Support
10. 24/7 Crisis Hotline
11. 23 Hour Crisis Stabilization

**CURRENT ACCOMPLISHMENTS**

The McLean County Board has initiated and supported action to meet the needs for enhanced crisis stabilization and treatment services. As a result, and with the help of monetary support from grants and actions taken by related community service provider organizations, the following has occurred:

1. It is important to note that many of the accomplishments are a direct result of collaborative efforts overseen by the McLean County Health Department. Together, County Board Members, Board of Health Members, the League of Women Voters, County employees, community providers and entities have made significant progress this past year, but without this funding and approval from the Board of Health, many of the accomplishments could not have occurred. The coordination between the jail and community crisis planning group, the improved reporting, and improvements in data collection are all a direct result of priorities of BOH and MCHD.

2. Chestnut Health System has applied for, and received grant funding which has allowed for a development and opening of a short-term, crisis stabilization unit.

3. The Center for Human Services (CHS) has enhanced its data collection and reporting processes regarding crisis services (For an example, see Attachment A). CHS has shared this information with other community stakeholders as part of its ongoing collaborative efforts to improve the provision of crisis intervention and related services in the county. This has allowed for better analysis of trends and needs by all parties. CHS has increased the number of crisis counselors on staff. Using the enhanced data, CHS has

also been able to identify times of peak demand for services and allocate staff accordingly. These two factors have resulted in 2-3 crisis staff being available for calls during such time periods, increasing the number of persons served and improving response times. The Center has continued to provide quality crisis services and has improved training while working with other community stakeholders to increase awareness of community resources. CHS has approached other agencies/entities (BPD, NPD, McLean County Sheriff, Advocate, OSF, PATH, Chestnut and others) to develop a direct means of communication and collaboration.

4. A Community Crisis Planning Committee has been formed consisting of members from PATH, Chestnut Health Services, Advocate Bromenn, OSF, SASS and Center for Human Services (and other key leaders in crisis care services) which is now working and meeting regularly to provide co-ordination and integration of services (see Attachment B for sample meeting notes). As a result of their action, a crisis response action plan has been developed which will help to deal with any adult person in crisis in a more immediate and precise manner (see diagram on following page). Through the committee's efforts immediate improvement in services already in place have been provided as evidenced by:

    1) Crisis response times showing actual response times.
    2) The CHS crisis note (7-page crisis assessment form) has been developed and its information is now being shared with some agencies, including the hospitals. NOTE: Pages 1 and 2 of the Plan are consequently sent to PATH and include a safety plan and an action plan developed with and for the client.

5. In January 2015 a person was hired by PATH for up to 5 clinical follow-up services for cases presented by the crisis team (Attachment C).

6. Law enforcement has gained new solutions within the Jail environment Inmates at the Jail have 24/7 services for crisis response. The Jail is working with CHS and local providers to insure proper planning for ongoing care after discharge. Weekly contact is maintained between the Jail and MCCHS staff to make sure that timely screening appointments are scheduled upon release.

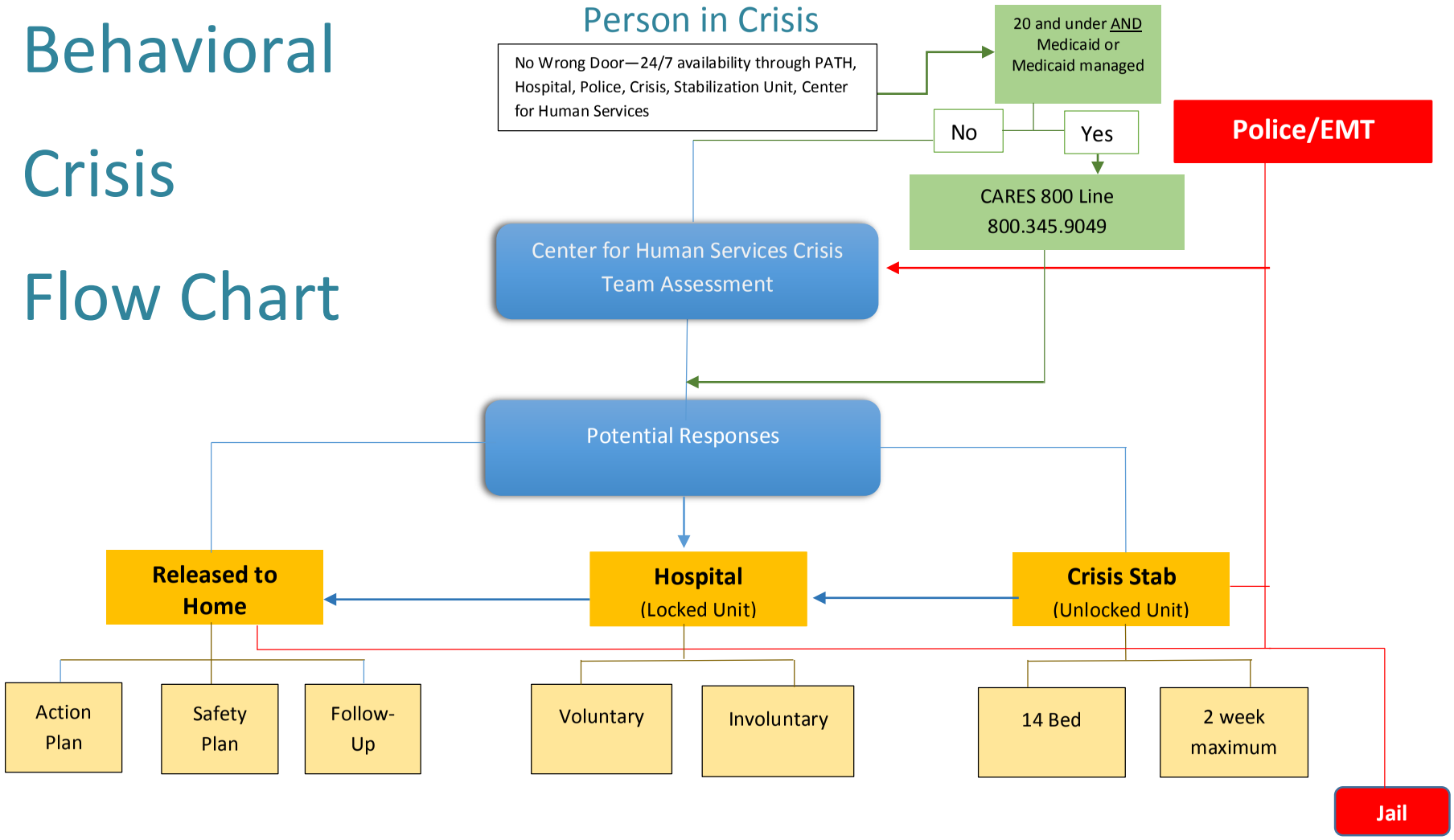
7. The McLean County Board Property Committee is continuing to work with consultants and architects to find a solution to providing improved capacity for the jail and facilities that will allow for better services to those in crisis.

8. Efforts are continuing to guarantee that all first responders receive CIT (Crisis Intervention Training).

9. Efforts are currently being undertaken for hospitals and responders to improve provision of data-keeping for use by all involved agencies.

10. Development of the following Continuity of Care model:

# Behavioral Crisis Flow Chart




**No Wrong Door: A person seeking help can be referred to crisis services through any organization (not limited to examples provided below).**

Doctors | Employers | Churches | Family/Friends | Hospitals | Schools | Agencies

*Vision: Continuity of Care*

**SHORT TERM ACTION PLAN**

1. Expand follow-up services and funding to provide an array of services and necessary personnel for Chestnut, Center for Human Services, hospitals and the Jail.

2. Increase funding for clinical treatment and follow-up services.

3. Continue to improve the plan for follow-up services being coordinated by PATH. Through the follow-up services under the direction of PATH, linkages will be made to community resources to help clients (e.g. emergency funds, transportation, etc.).

4. Investigate the development of a Volunteer Peer Mentoring Recovery Support System that could be utilized and encouraged by all agencies. This would greatly help for prevention of relapse and wellness recovery.

5. Adopt trauma informed intervention to assist the individual and families.

6. Continue to improve the plan for follow-up services being coordinated by PATH.

7. Provide crisis intervention services in the least restrictive environment to reduce trauma, emergency room visits, and incarceration.

8. Improve crisis outcomes by utilizing national standards to assess individuals in the most comfortable setting possible, such as at home, community, or in a 'living room' type of environment including a stabilization unit.

9. Develop protocols for all integration/coordination efforts which include addressing legal methods to handle confidentiality.

10. Initiate and continue crisis intervention training for all first responders.

**LONG RANGE ACTION PLAN**

1. McLean County Board will annually convene a public forum on the state of Mental Health in the County designed to evaluate the progress of Mental Health plan in McLean County.

2. McLean County Board will establish a Mental Health Coordinating Council with community wide representation including both representatives of the mental health delivery system and community members.

3. The Community Crisis Planning Committee will continue to meet to collaborate between various agencies.

4. The McLean County Board will establish a full-time, working Health and Human Services Committee to provide oversight for County Mental Health Services, the McLean County Department of Health, and the McLean County Nursing Home.

5. Work towards a countywide commitment to diversified funding of Community Mental Health – including crisis services.

6. Expand community mental health services in all McLean County Detention Facilities.

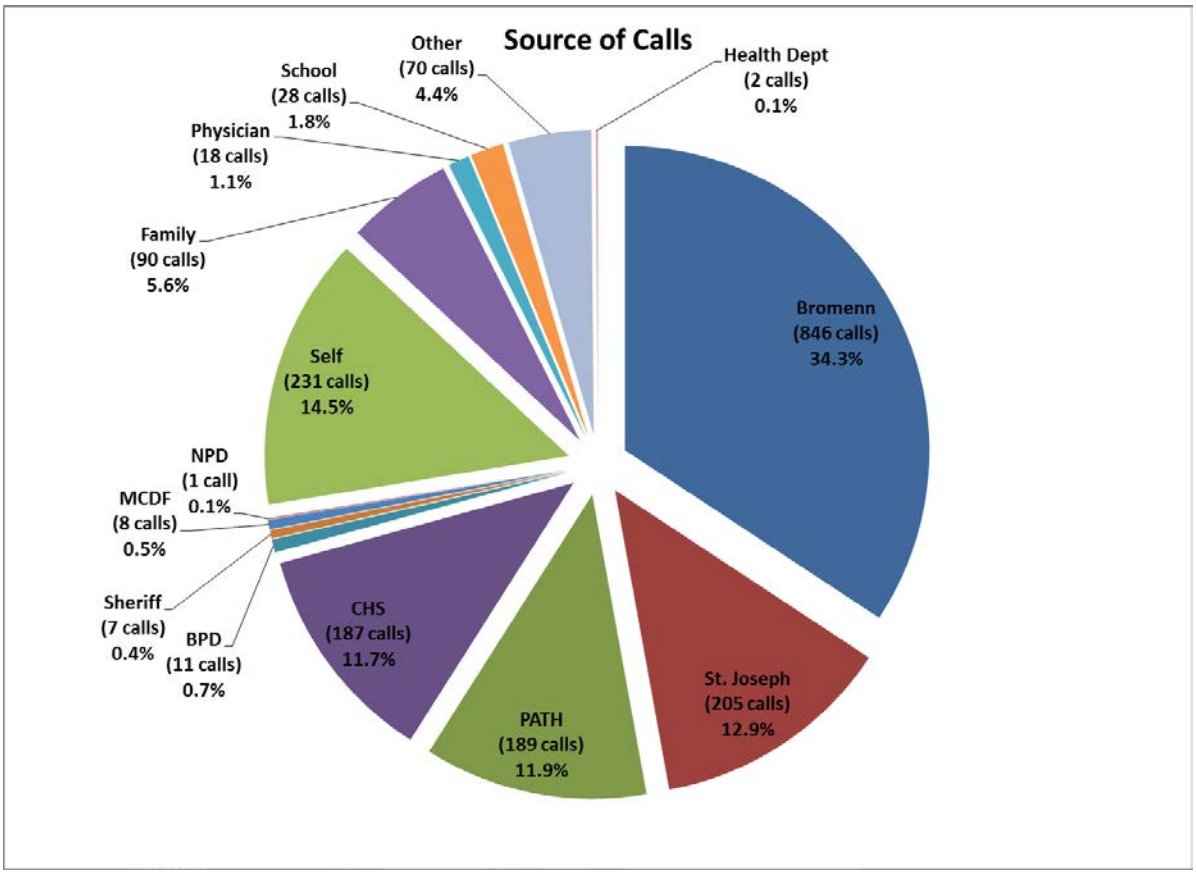
7. Continue to encourage and provide ongoing mental health training (PATH, Crisis Team, schools, churches, families, etc.) in a variety of formats (in person, web based, etc.).

# Attachment A

## MCLEAN COUNTY CENTER FOR HUMAN SERVICES
## EMERGENCY CRISIS INTERVENTION CALL DATA
## JULY 1ST – DECEMBER 31ST, 2014

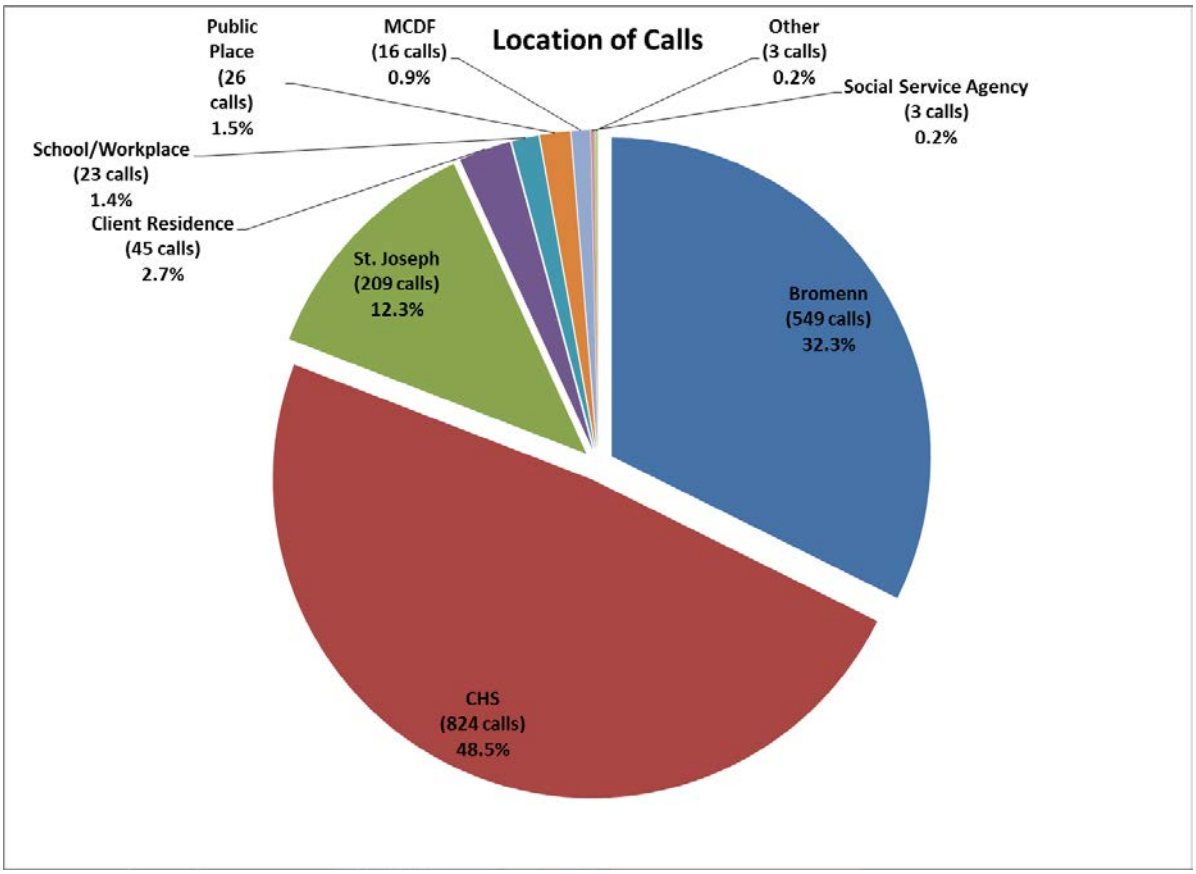
**Source of Calls**

- The source of the call is the person or place that initiates the Crisis intervention.
- At times, individuals seen at hospitals present with other medical symptoms, however during screening and triage the hospital staff request crisis services due to the presence of some psychiatric symptoms.
- Referrals from hospitals may be a mix of clients that were sent by other referral sources to the emergency department for assessment.
- 53% were community based with 47% generated at hospitals
- During the first quarter of FY 2015, there were certain circumstances in which this data was not collected (105 calls), particularly regarding calls in which services related to interventions (such as follow up calls) were provided or when scheduled welfare checks were performed. The gathering of this type of information began in in the second quarter and will continue into the future.



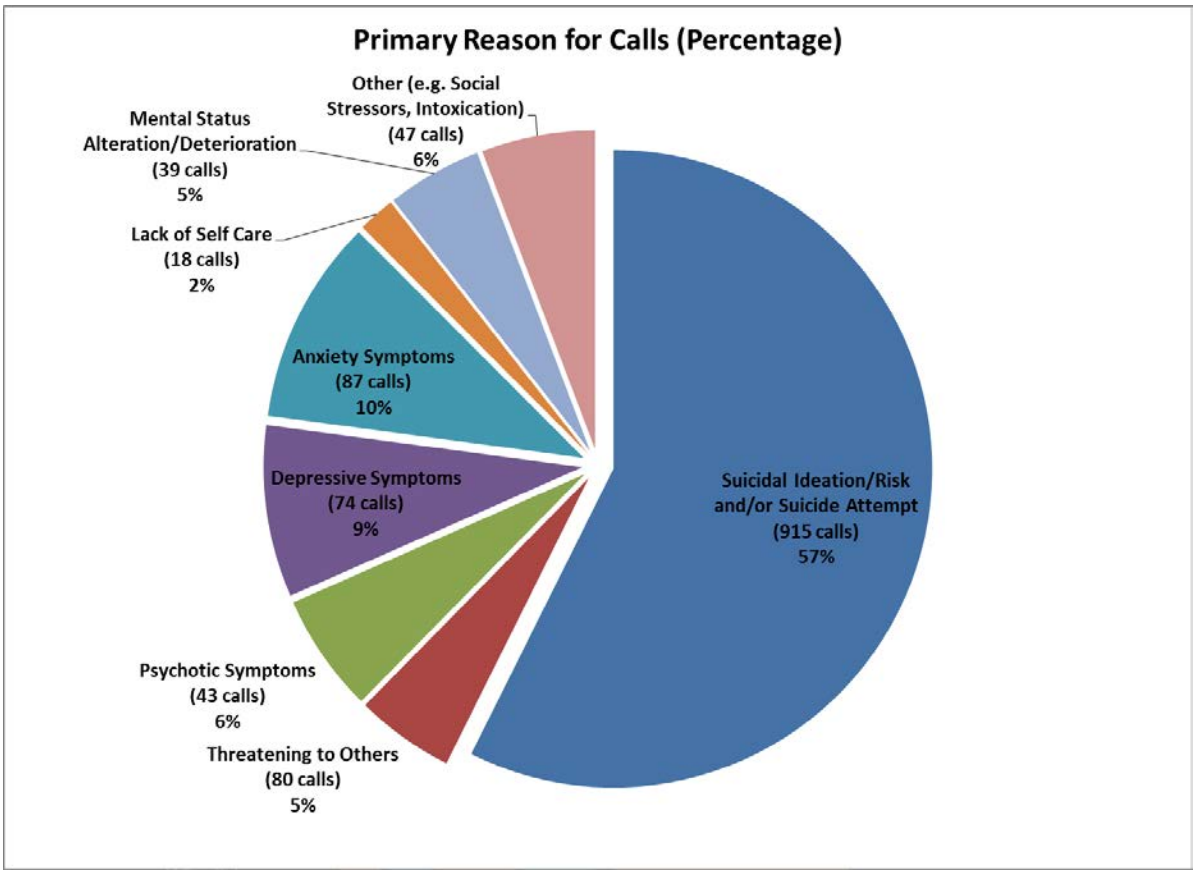
**Location of Calls**

- Location of calls indicates where services are given to clients. As certain calls include services at multiple locations, the above graph denotes the location where the clinical intervention began.
    - This includes phone calls which primarily occur at McLean County Center for Human Services. This contributes to higher number of calls at this location.
- The public is encouraged to contact the McLean County Center for Human services to seek out crisis services directly either in person or over the phone.



**Reason for Calls**

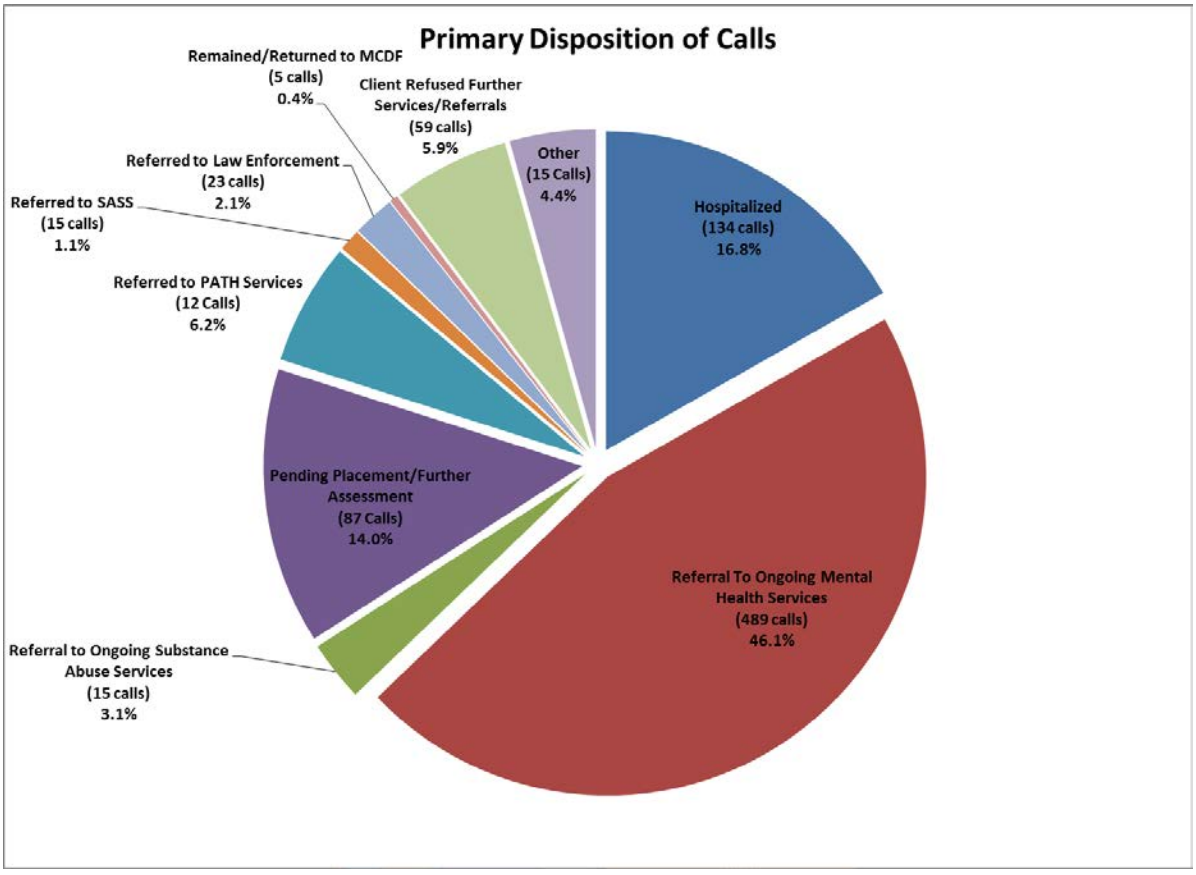
- The reason for the call is the most pressing symptom during the current crisis contact.
  - This includes calls handled by the crisis team due to the severity or complexity of mental health symptoms. This includes:
    - Calls transferred from PATH to the crisis team
    - Calls made directly to the crisis team
- During the first quarter of FY 2015, there were certain circumstances in which this data was not collected (103 calls), particularly regarding calls in which services related to interventions (such as follow up calls) were provided or when scheduled welfare checks were performed. The gathering of this type of information began in the second quarter and will continue into the future.



**Disposition of Calls**

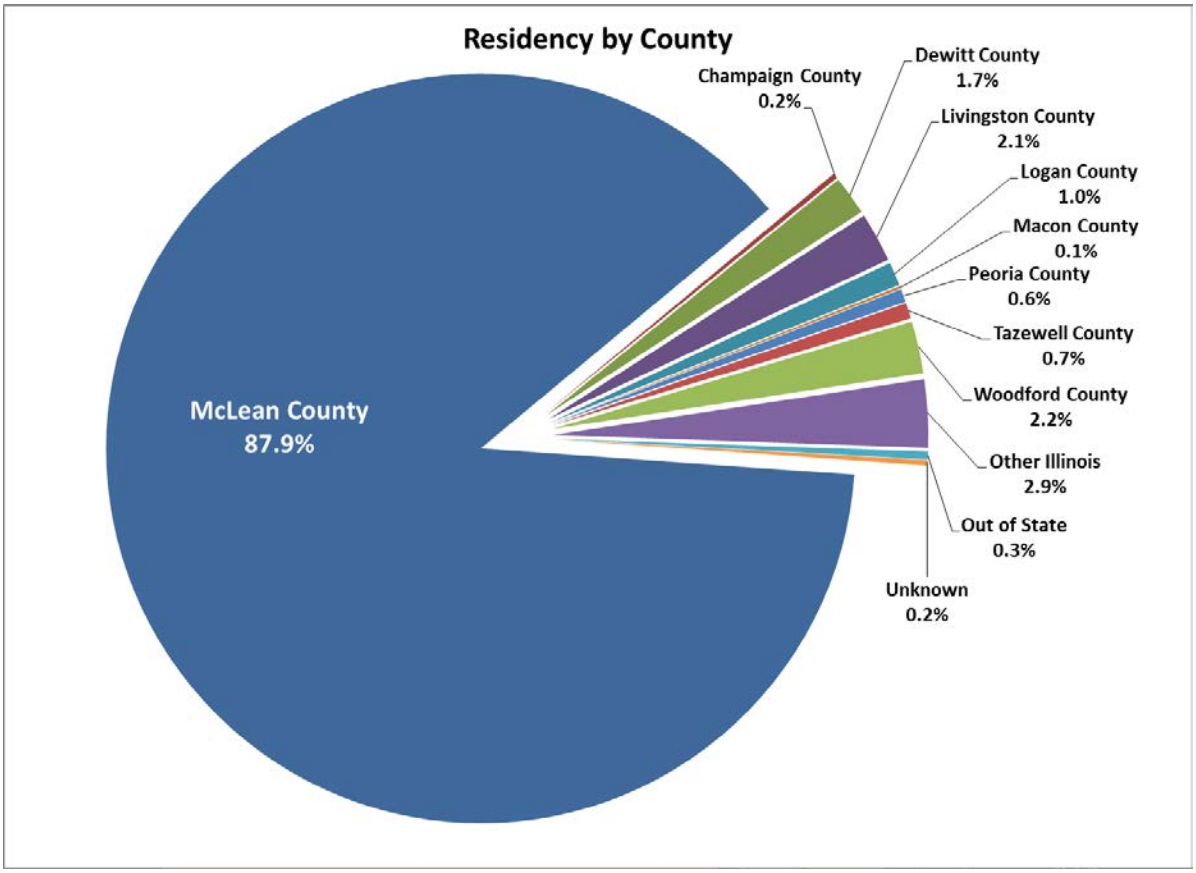
A primary disposition is the "next step" in the intervention. At times, this could be further evaluation. It can also represent a recommended course of treatment, which can include referrals to other community resources or providers as appropriate.

- The other category generally represents providers in primary care physician offices or out of county referrals.
- Referrals to services are based on information the client provides to staff. This can include what type of insurance they may have or funding source.
- As crisis staff cannot determine which services will be provided when requesting services via 911, requests through 911 are included in referrals to law enforcement.
- Pending placement/further assessment refers to instances in a psychiatric bed is not available or an individual may need further medical assessment/clearance. At times during such instances, a call will end. The individual may be discharged by medical or other clinical personnel prior to reassessment by CHS crisis staff
- The other category generally represents providers in primary care physician offices or out of county referrals.
- PATH's phone line and suicide prevention line are not listed in the above chart but are generally given as a resource to all clients to call when appropriate. PATH services that are included in the chart refer to other PATH services (e.g. emergency housing, transportation vouchers, elderly services, etc.).



**Residency**

All services took place within McLean County. Residence data is based upon addresses given to staff by clients/collaterals at the time of service. Thus, individuals designated as out of county residents may have been visiting or have temporary housing (such as students who provide their permanent address rather than their local address) in McLean County at the time of service. Residency is also categorized by zip codes, thus certain areas may appear to be out of county, when they are in fact in McLean County. For example, El Paso is primarily located in Woodford County (although part of it crosses into McLean County); however, the zip code designated for El Paso covers a larger portion of both Woodford and McLean Counties.



**FY 2015 SECOND QUARTER REPORT FOR MCLEAN COUNTY HEALTH DEPARTMENT**

**NARRATIVE ATTACHMENT**

**CRISIS INTERVENTION PROGRAM**

The purpose of this report is to provide information regarding crisis intervention services delivered by the McLean County Center for Human Services. Information contained in this report reflects services provided by crisis team members. Services were defined as any crisis intervention, assessment, and related services provided by either the mobile or in-house crisis team.

While this report focuses on program objectives, it also contains other information not required for this purpose in order to better understand the needs and trends of the community. In order to reflect the extensive crisis services in the community and provide accurate information to other entities involved with the provision of mental health services in the county, The Center for Human Services continues to enhance its data gathering and reporting processes. Although information gathered and subsequent reports may seem similar from one quarter to another, such data cannot always be directly compared. Explanations of such information are contained in the narrative sections below.

**PRIMARY PROBLEM AREA(S) OF CLIENTS SERVED**

**Crisis Assessment and Stabilization**

- A mental illness or emotional disruption so severe that it incapacitates an individual to the extent that he/she is unable to perform activities of daily life effectively (e.g., schizophrenia, bipolar disorder, intermittent explosive disorder, etc.)
- Suicidal or homicidal ideation, impulses, gestures
- Behavior disruptive to the community for an unknown reason
- Individuals experiencing their first psychiatric symptoms

**SUMMARY OF PROGRAM ACTIVITIES**

- Stabilization of individuals in crisis so that they can remain safe and function better in the least restrictive environment.
- Referral to appropriate next step following stabilization (e.g. hospitalization, counseling, case management)
- Screening and crisis counseling for walk-in and emergency Medicaid and non-Medicaid referrals.
- Screening individuals who present for psychiatric hospitalization at Advocate BroMenn or St. Joseph's Regional Medical Center.

- Conduct welfare checks on individuals identified as high-risk by other professionals. Welfare checks are often planned assessments that are non-urgent in nature. The goal of these services is to provide support and early intervention to those at risk before their symptoms become exacerbated.
- Consultation with law enforcement, educational personnel, and other medical professionals in determining the most appropriate response to mental health issues they encounter in the community.

**CLIENT/SERVICE INFORMATION**

**Unduplicated Clients Served:** 485

**Residence Status:**

All services took place within McLean County. Residence data is based upon addresses given to staff by clients/collaterals at the time of service. Thus, individuals designated as out of county residents may have been visiting or have temporary housing (such as students who provide their permanent address rather than their local address) in McLean County at the time of service.

| RESIDENCE | | | | | |
|---|---|---|---|---|---|
| Location | New Clients | Total Clients | Location | New Clients | Total Clients |
| McLean County | 350 | 429 | Peoria County | 2 | 2 |
| Champaign County | 1 | 1 | Tazewell County | 6 | 6 |
| Dewitt County | 9 | 10 | Woodford County | 9 | 9 |
| Livingston County | 8 | 8 | Other Illinois | 4 | 5 |
| Logan County | 2 | 4 | Out of State | 1 | 1 |
| Macon County | 0 | 0 | Unknown | 2 | 10 |
| | | | Total: | 394 | 485 |

| MCLEAN COUNTY DETAILED RESIDENCE | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Location | New | Total | | New | Total | | New | Total |
| Anchor | 0 | 0 | Colfax | 2 | 2 | Leroy | 1 | 2 |
| Arrowsmith | 0 | 0 | Cooksville | 0 | 0 | Lexington | 4 | 5 |
| Bellflower | 0 | 0 | Cropsey | 0 | 0 | McLean | 3 | 2 |
| Bloomington | 211 | 264 | Danvers | 2 | 3 | Merna | 0 | 0 |
| *61701* | *145* | *185* | Downs | 0 | 0 | Normal | 94 | 115 |
| *61702* | *1* | *1* | El Paso | 8 | 8 | Saybrook | 4 | 4 |
| *61704* | *54* | *62* | Ellsworth | 0 | 0 | Shirley | 1 | 1 |
| *61705* | *11* | *16* | Gridley | 1 | 1 | Stanford | 1 | 2 |
| Carlock | 0 | 0 | Heyworth | 9 | 11 | Towanda | 0 | 0 |
| Chenoa | 4 | 4 | Hudson | 5 | 5 | Other | 0 | 0 |
| | | | | | | Total: | 350 | 429 |

**CALL SUMMARY**

**Total Calls:** 854

- The number of times that the crisis team was requested to intervene with an individual. This intervention could be over the phone or face-to face. Clients may have multiple calls during the quarter.

**Total Client Services Provided:** 1,268 **Total Client Service Hours Provided:** 1,323

- It is important to distinguish a call from a service. Within a single call, multiple service events may occur. An example could be the crisis assessment, collaboration with a family member, and coordination with other service providers all being provided in a single crisis call.

**Average Client Services (in minutes) Provided Per Call:** 93 minutes

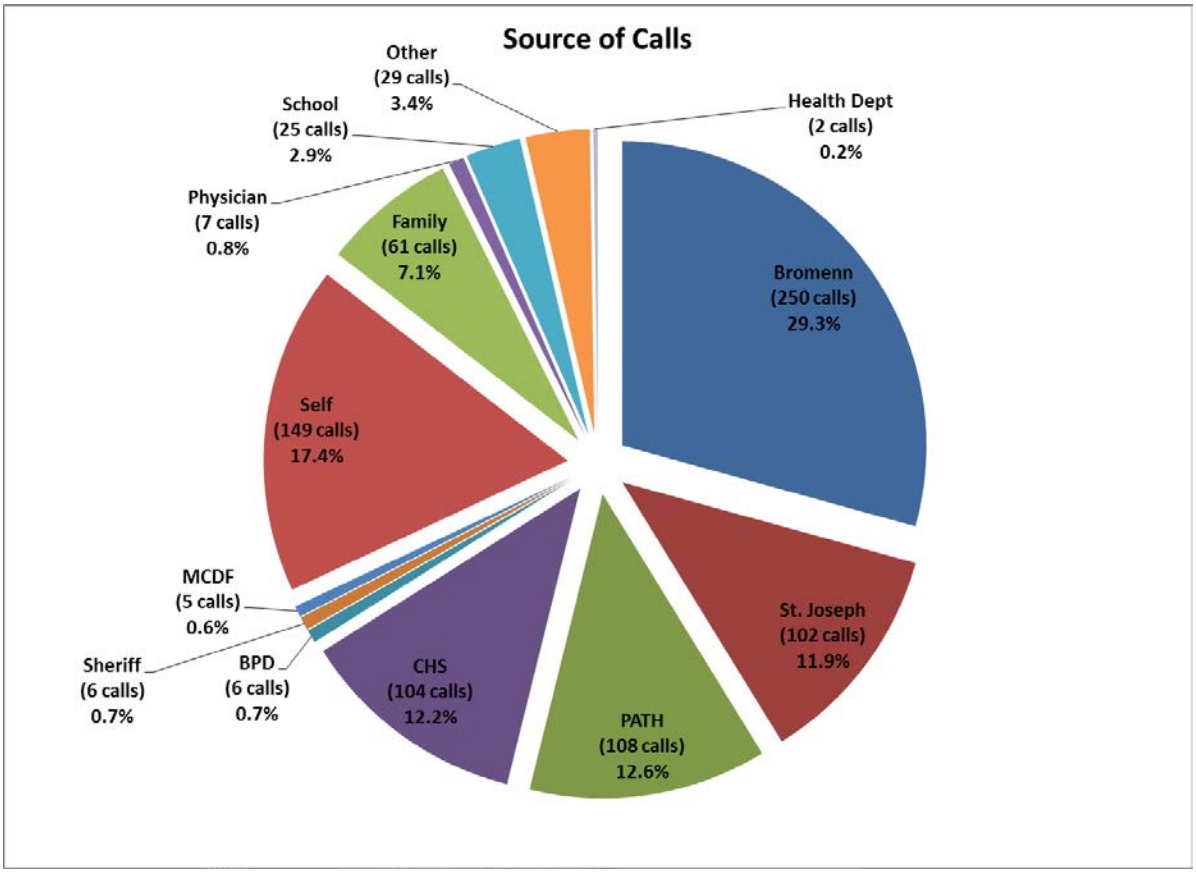
This number represents the total number of client service hours provided divided by the number of calls. This number reflects the time spent in the direct provision of service to/on behalf of an individual.

**Average Call Duration:** 139 minutes

- Duration was measured from the time of the initial contact to the end of the last service. In prior reports, this measurement varied as periodically, the start time began with the beginning of the first service rather than the first contact.
    - This time period includes not only the client service time mentioned above, but also the time spent on other aspects of delivering crisis intervention. These aspects consist of both systemic and internal factors that contribute to the overall duration of the call.
        - Examples include: Time spent waiting on the client and/or collaterals, staff time spent on another call, time spent waiting on other professionals, time spent gathering information, time spent waiting for medical tests/clearance, travel time, and the time the individual was intoxicated.
- Calls can consist of phone calls, face-to face interventions, and hospitalization placements. Hospitalizations can take several hours to facilitate thus causing the average duration of calls to increase.

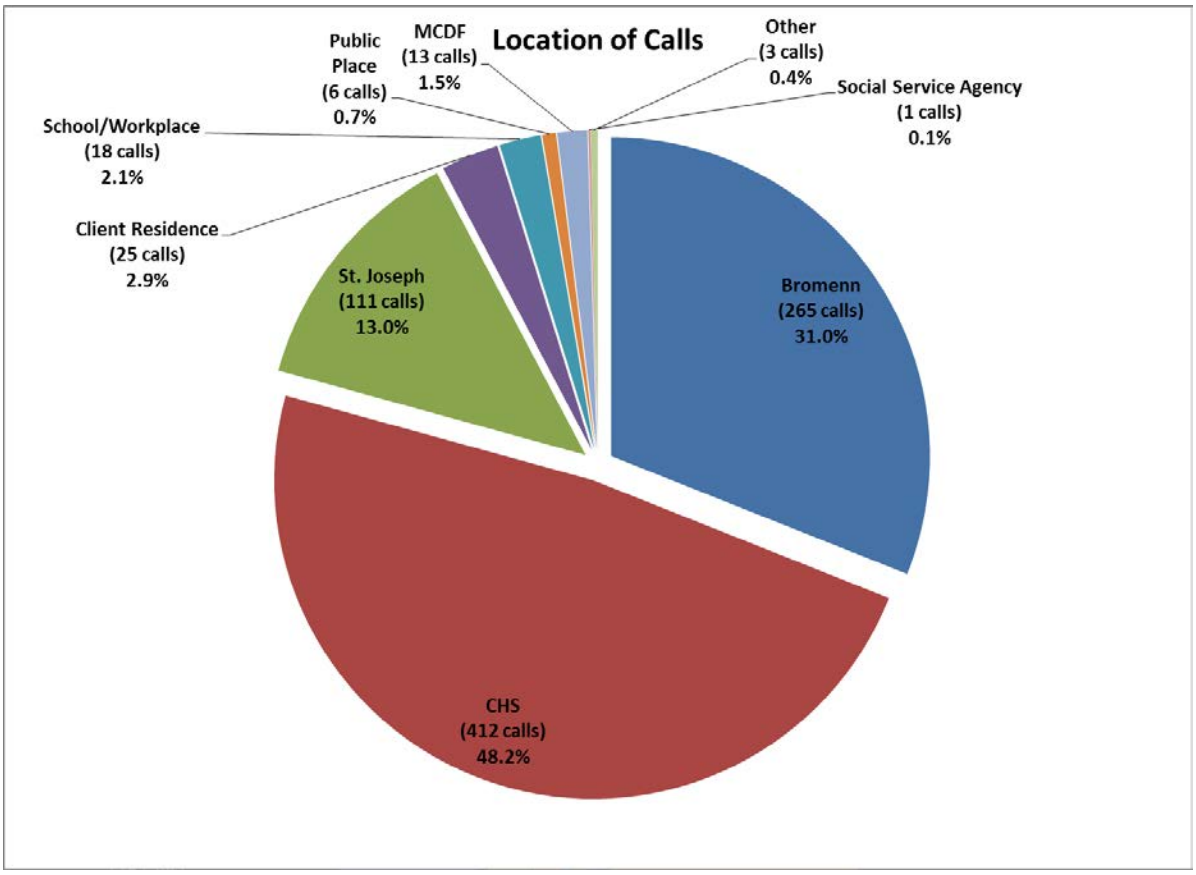
**Referral Sources of Calls**

- The source of the call is the person or place that initiates the Crisis intervention.
- At times, individuals seen at hospitals present with other medical symptoms, however during screening and triage the hospital staff request crisis services due to the presence of some psychiatric symptoms.
- Referrals from hospitals may be a mix of clients that were sent by other referral sources to the emergency department for assessment.
- 58.8% were community based with 41.2% generated at hospitals



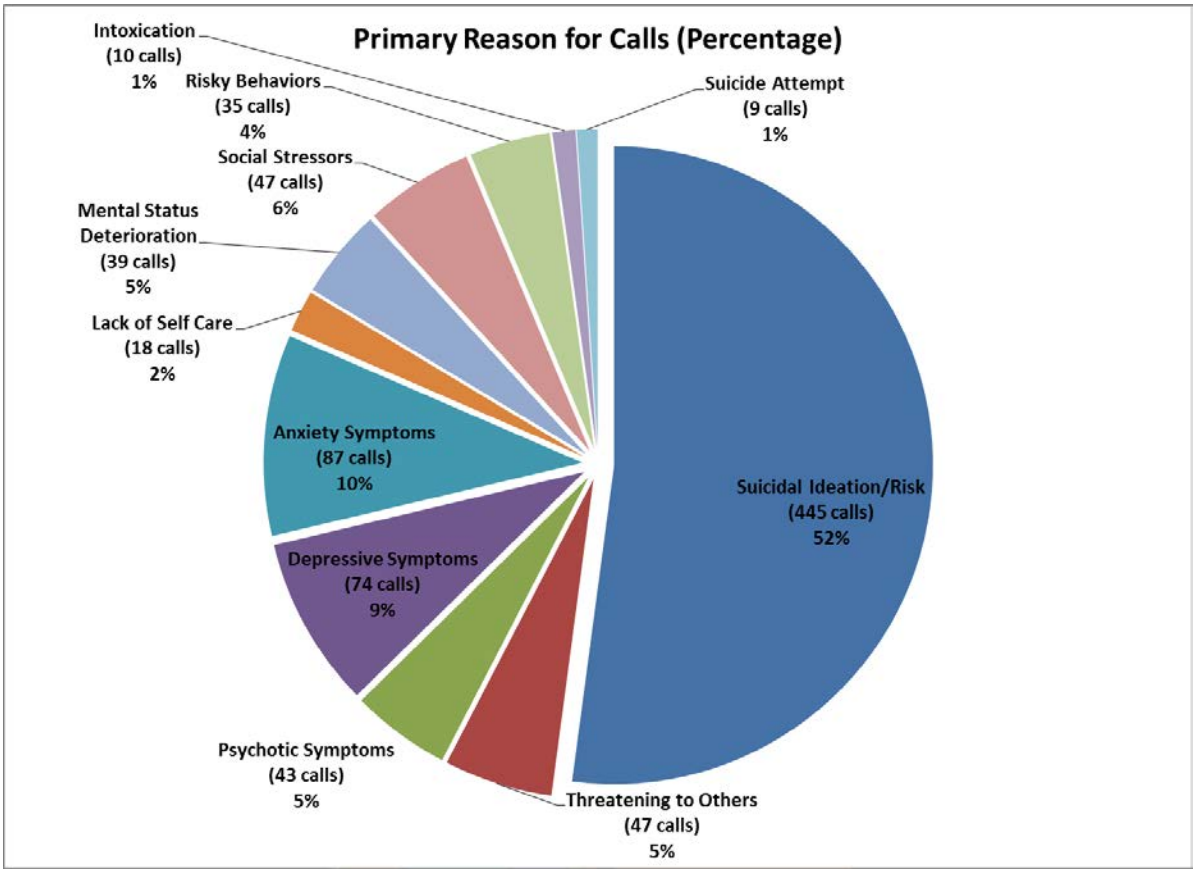
**Locations of Calls**

- Location of calls indicates where services are given to clients. As certain calls include services at multiple locations, the above graph denotes the location where the clinical intervention began.
    - This includes phone calls which primarily occur at McLean County Center for Human Services. This contributes to higher number of calls at this location.
- The public is encouraged to contact the McLean County Center for Human services to seek out crisis services directly either in person or over the phone.



**Reasons for Calls**

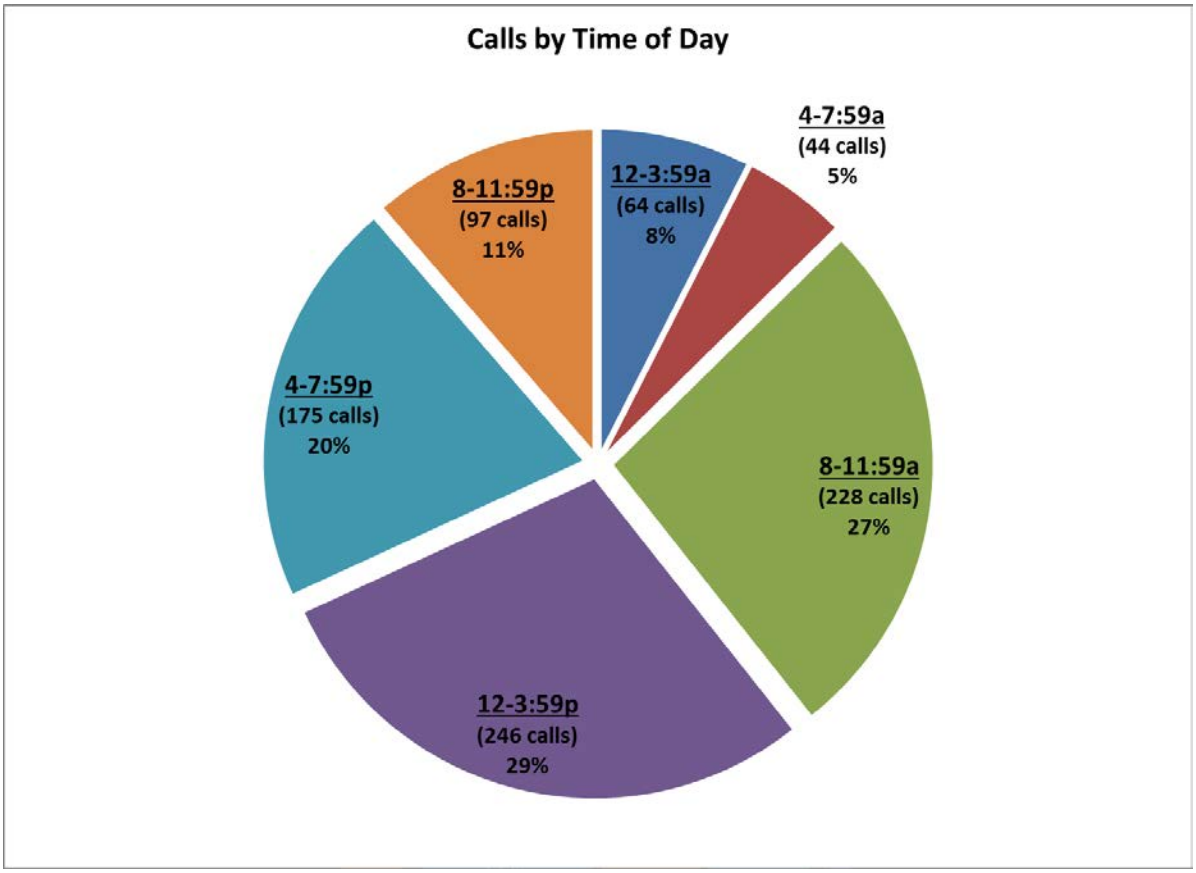
- The reason for the call is the most pressing symptom during the current crisis contact.
- 52% of calls were in response to suicidal ideation or risk of suicide.
    - This includes calls handled by the crisis team due to the severity or complexity of mental health symptoms. This includes:
        - Calls transferred from PATH to the crisis team
        - Calls made directly to the crisis team

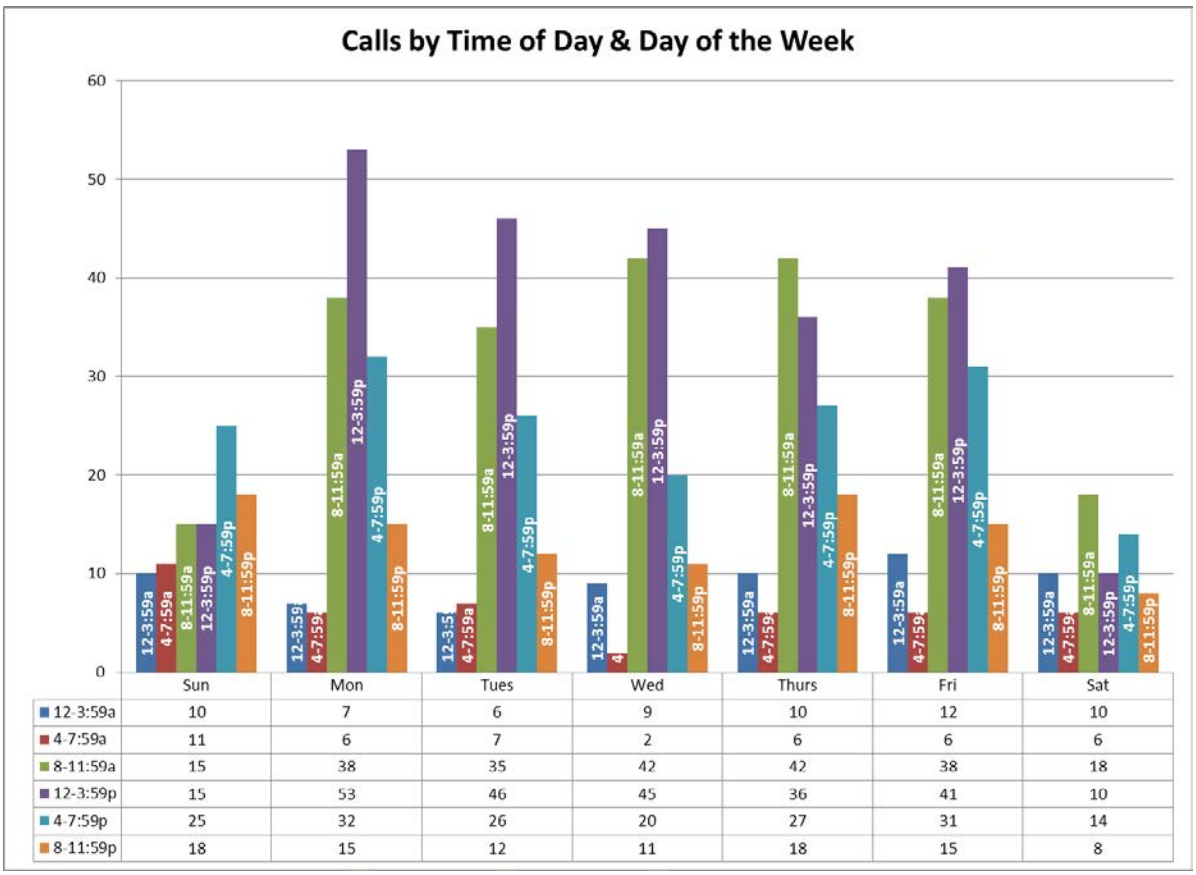


**Times of Calls**

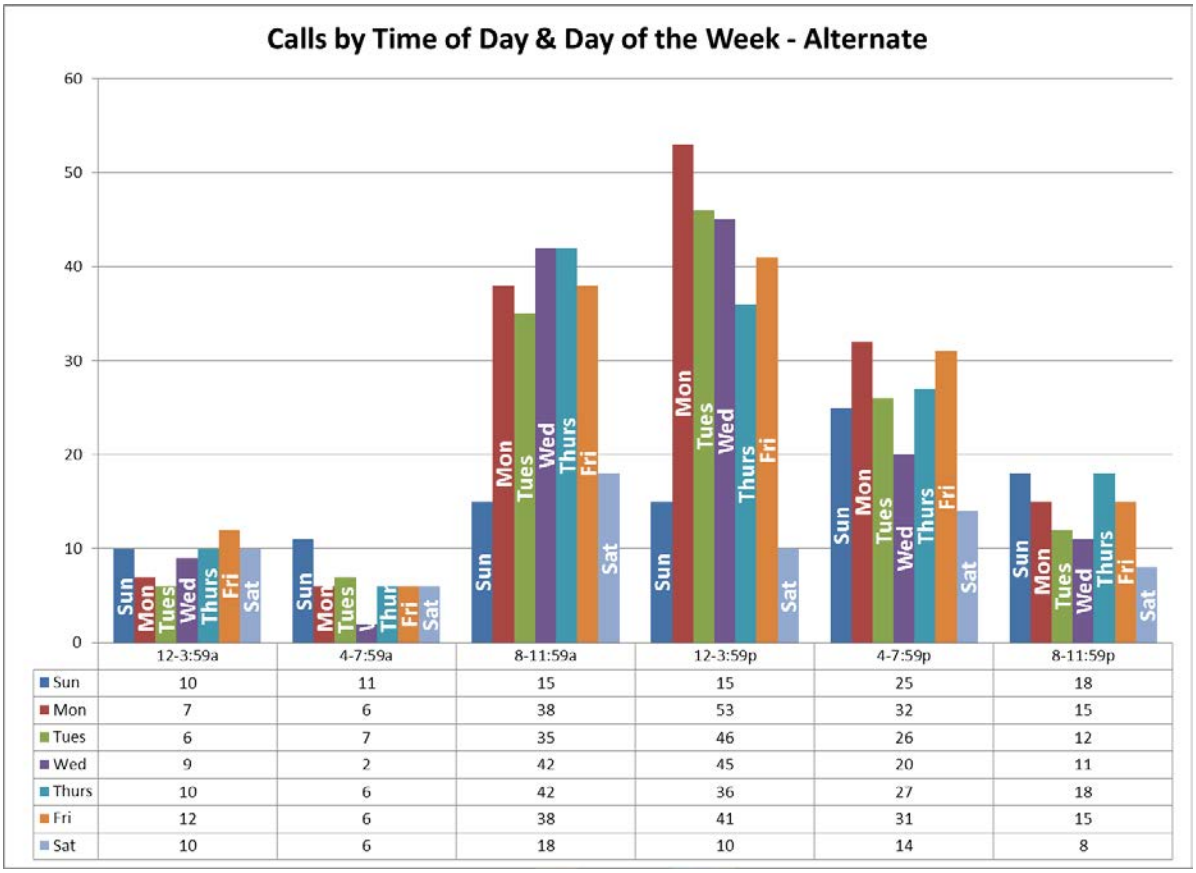
The following charts represents the time periods when calls occurred.

- Times listed denote the time the call started (time of first contact), not when the intervention started
- Starting with this report, start times of calls will be reflected in four hour time periods as opposed to eight hour periods presented in past reports. This allow for better refinement in the determination of call times.






| | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|---|---|---|---|---|---|---|---|
| 12-3:59a | 10 | 7 | 6 | 9 | 10 | 12 | 10 |
| 4-7:59a | 11 | 6 | 7 | 2 | 6 | 6 | 6 |
| 8-11:59a | 15 | 38 | 35 | 42 | 42 | 38 | 18 |
| 12-3:59p | 15 | 53 | 46 | 45 | 36 | 41 | 10 |
| 4-7:59p | 25 | 32 | 26 | 20 | 27 | 31 | 14 |
| 8-11:59p | 18 | 15 | 12 | 11 | 18 | 15 | 8 |




| | 12-3:59a | 4-7:59a | 8-11:59a | 12-3:59p | 4-7:59p | 8-11:59p |
|---|---|---|---|---|---|---|
| Sun | 10 | 11 | 15 | 15 | 25 | 18 |
| Mon | 7 | 6 | 38 | 53 | 32 | 15 |
| Tues | 6 | 7 | 35 | 46 | 26 | 12 |
| Wed | 9 | 2 | 42 | 45 | 20 | 11 |
| Thurs | 10 | 6 | 42 | 36 | 27 | 18 |
| Fri | 12 | 6 | 38 | 41 | 31 | 15 |
| Sat | 10 | 6 | 18 | 10 | 14 | 8 |

**RESPONSE TIME OVERVIEW**

**CHS Average Response Time** (Average Time from Initial Call Seeking Assessment to Preliminary Response from Crisis)**:**

- **12 Seconds**

**Percentage of Response Times** (Preliminary Responses) **within 15 Minutes:**

- **The Crisis Team responded to 99.9% of initial crisis requests within 15 minutes.**

Response times refer to how quickly crisis team members respond to the request for intervention, not the start of the intervention. Response time represents the time between when someone initiates a crisis contact and the crisis worker responds to that person whether that is face-to-face or over the phone.

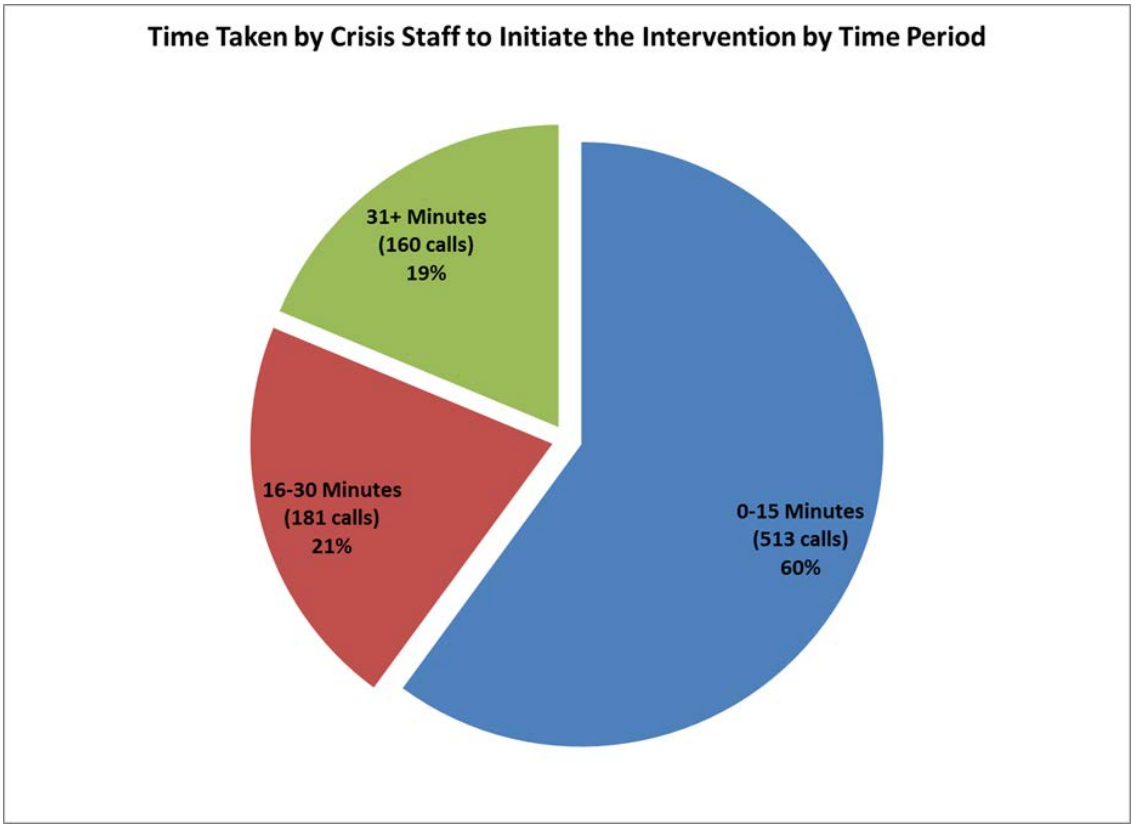
- The crisis worker is gathering information and planning for the crisis intervention at this time either face to face or over the phone.
- The benefit of this is that the person initiating or referring a crisis contact speaks directly with a crisis staff member to develop a plan of action.

- At times, crisis workers may be completing a crisis assessment and have to find the appropriate time to excuse themselves from that assessment in order to respond to the call. This is done as quickly as possible.

**Average Time Taken by Crisis Staff to Initiate the Intervention:**

- **20 Minutes**

The graph below represents time taken by crisis staff to initiate the intervention by time period:




Intervention start times refer to the time period from the initial crisis request to the start of the clinical intervention with the individual. Delays in intervention start times in this category include events related to CHS staff including: travel time, time spent on another call, time gathering information, etc. Delays in intervention start times caused by factors such as client intoxication and/or staff waiting on medical clearance, other professionals, family members, etc. are excluded from this calculation.

- Due to the unpredictable nature of crisis, there are periods of high demand during which multiple clients initiate crisis contact in the same time period. This can cause increased response times.
- Our team makes every effort to respond as quickly as possible to community calls outside of the hospitals due to hospitals being considered a secure monitored setting.

**Average Time Taken By Other Factors Prior to the Initiation of the Intervention**

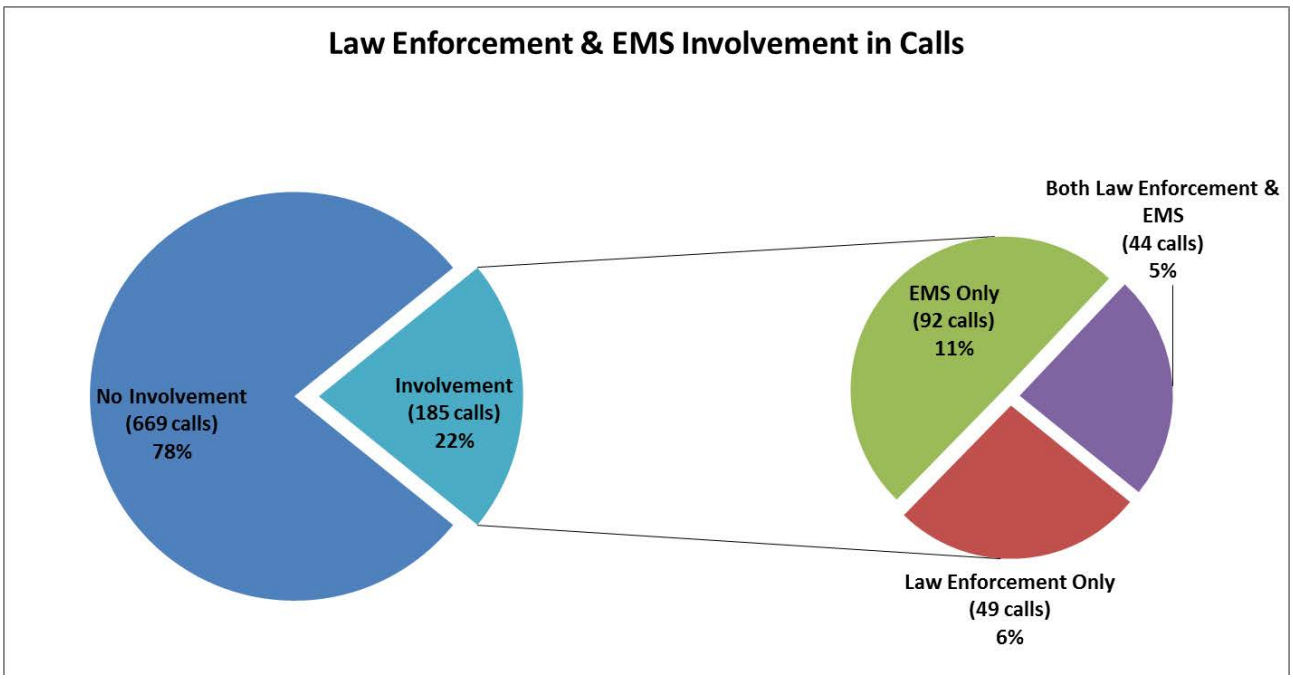
- **11 minutes**

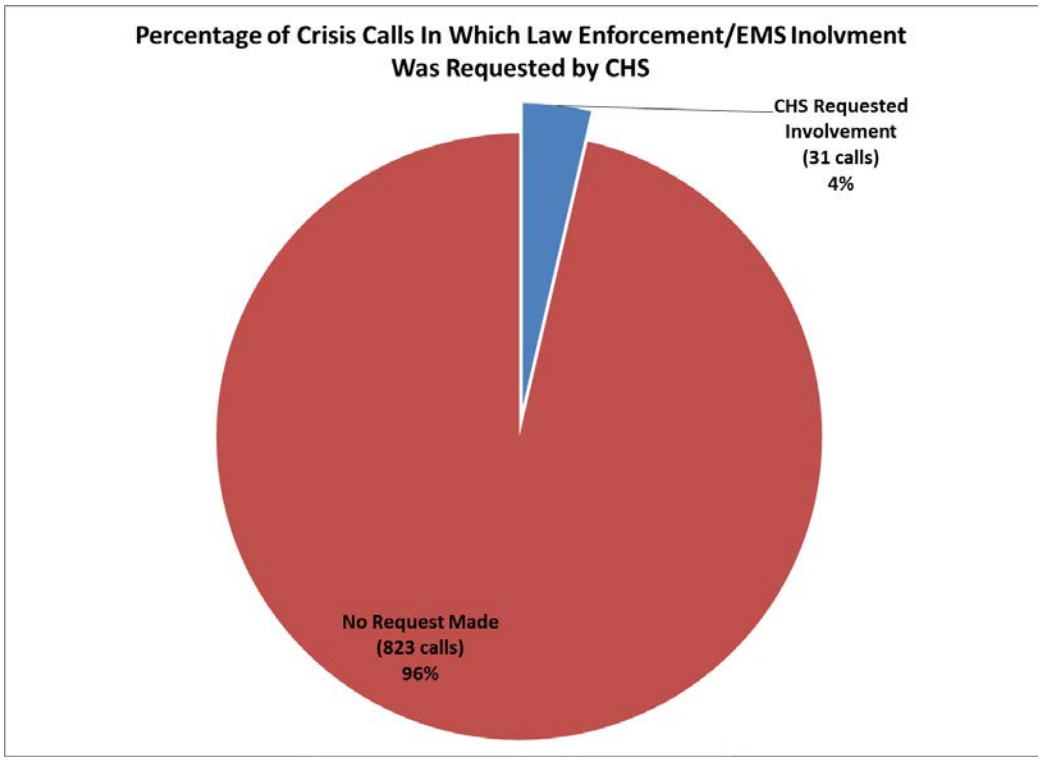
Intervention start times may also be delayed by such other factors as: time spent waiting on client/collaterals, waiting on other professionals, waiting on medical tests/clearance, time client spent intoxicated, etc. In such circumstances, crisis staff may be ready and present to start the invention, but it cannot be started due to these items. Such factors are included in this category. Delays in intervention start times caused by events related to CHS staff (travel, time spent on another call, etc.) are excluded from this calculation.

**CALLS INVOLVING LAW ENFORCEMENT AND/OR EMERGENCY MEDICAL SERVICES (EMS)**

At times, law enforcement and EMS are involved with crisis interventions when there is risk involving a possibly unstable individual (homicidal intent, psychosis, history of violence, etc.). The crisis team may request law enforcement assistance if the safety of the client or others is in imminent or likely danger. Alternatively, the crisis team may be called to situations by law enforcement or to situations in which law enforcement/EMS is already present.

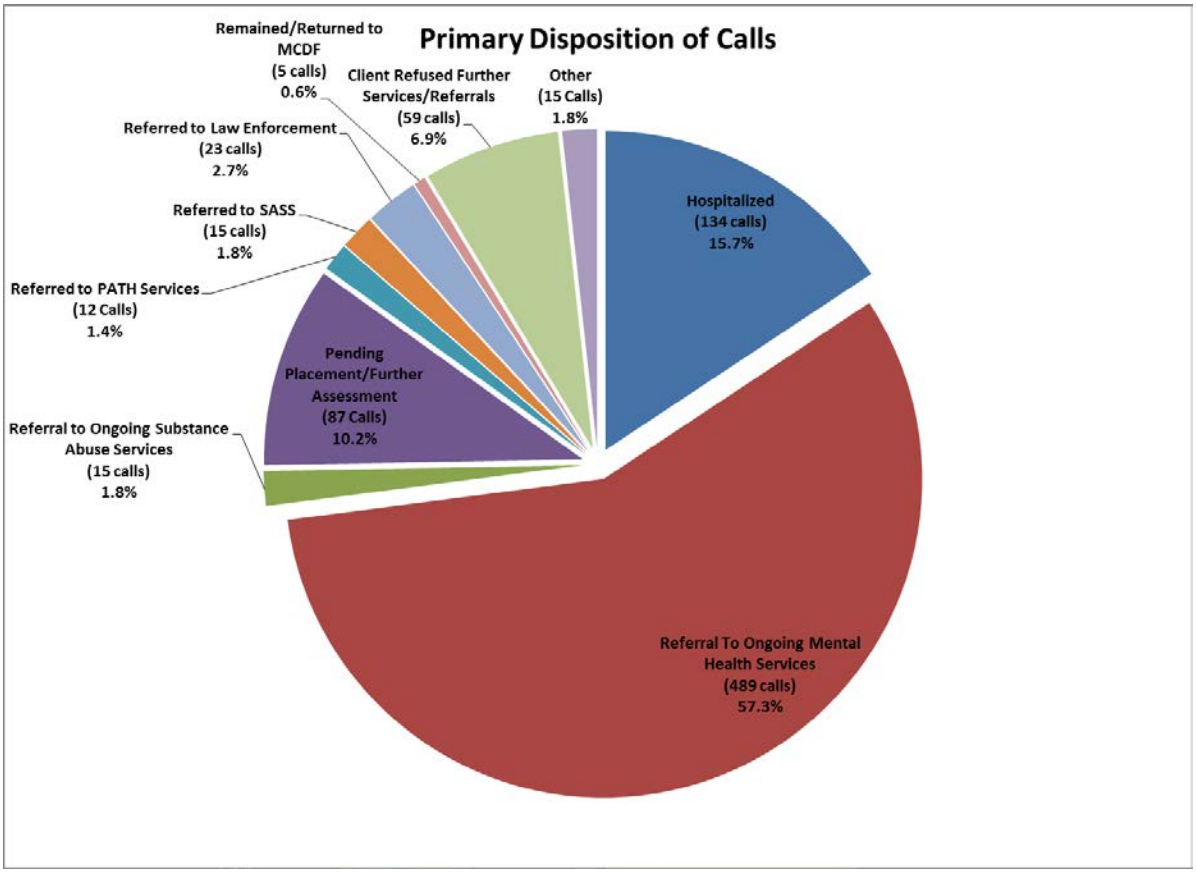
The following charts represent law enforcement/EMS involvement with calls. The first chart represents the percentage of calls in which these entities were involved. The second represents the percentage of calls in which the crisis team requested involvement. As indicated, CHS requested law enforcement/EMS assistance on 4% of all calls.




**DISPOSITION OF CALLS**

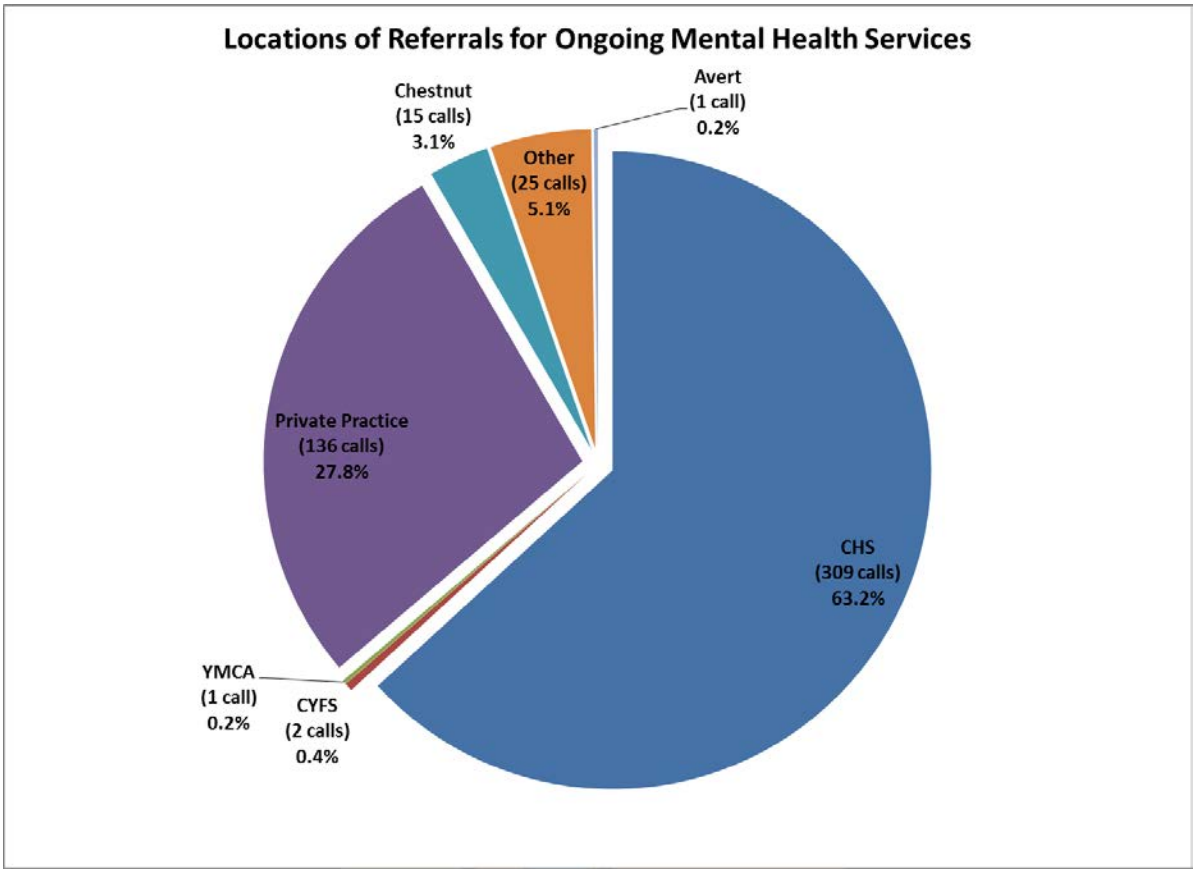
A primary disposition is the "next step" in the intervention. At times, this could be further evaluation. It can also represent a recommended course of treatment, which can include referrals to other community resources or providers as appropriate.

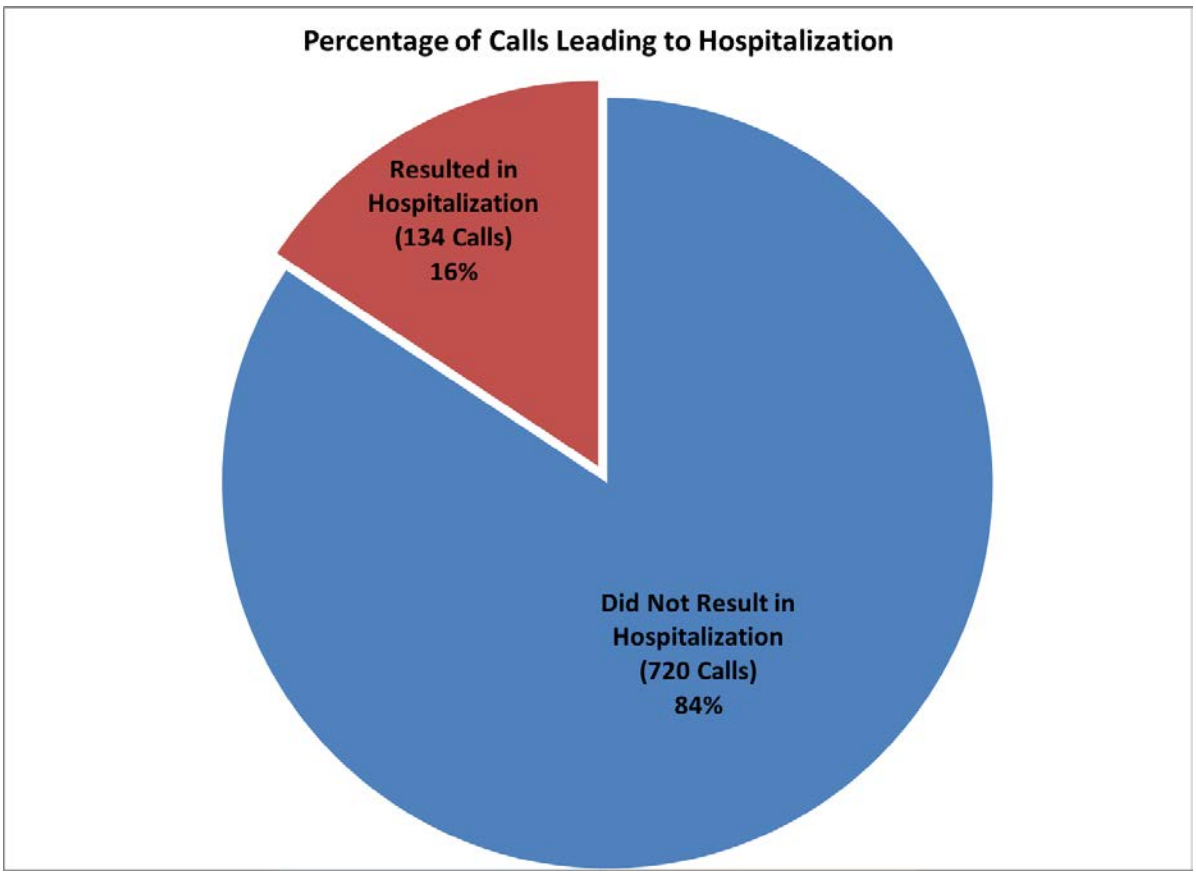



**NOTE:** In addition to the primary disposition, 11 calls had ongoing mental health services as a secondary referral, whereas 13 calls had ongoing substance abuse services as a secondary referral.

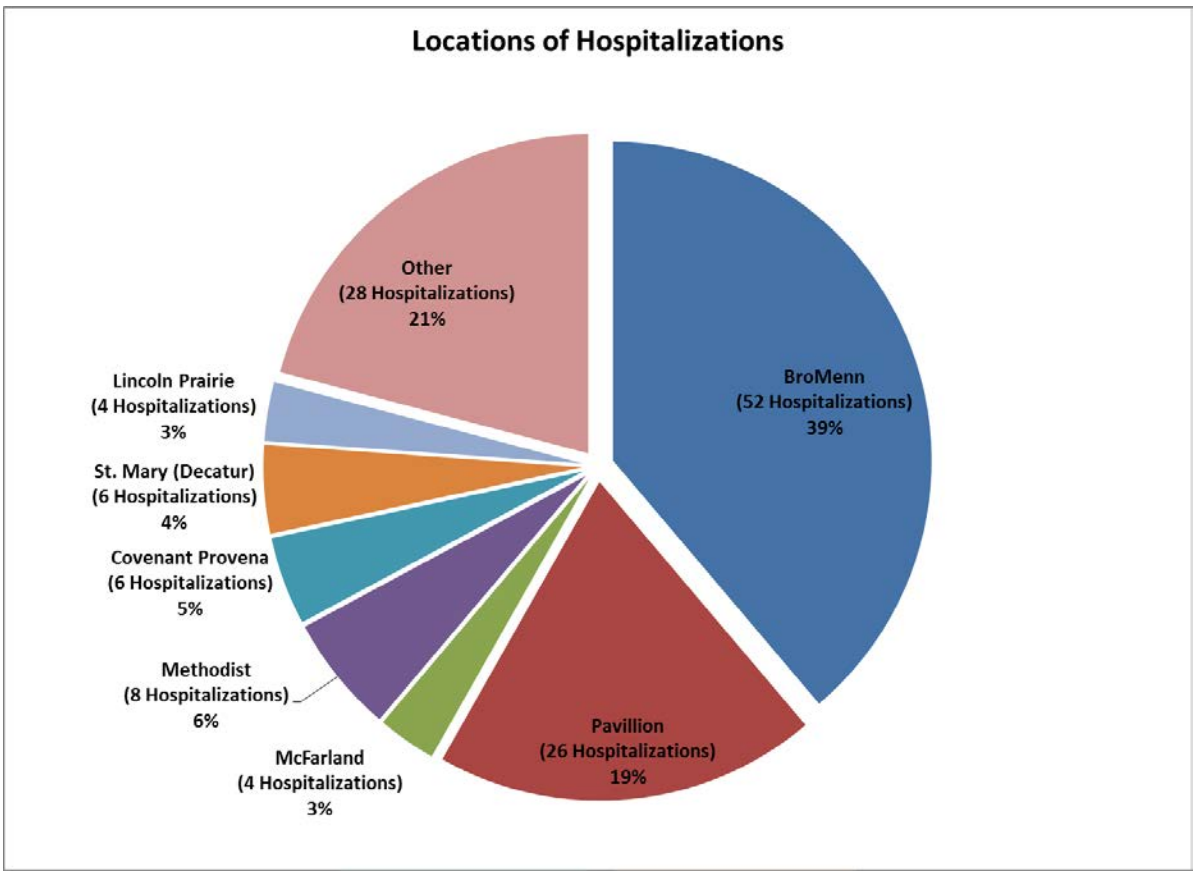
- 57.3% of calls resulted in a referral for ongoing mental health services
- Referrals to services are based on information the client provides to staff. This can include what type of insurance they may have or funding source.
- As crisis staff cannot determine which services will be provided when requesting services via 911, requests through 911 are included in referrals to law enforcement.
- Pending placement/further assessment refers to instances in a psychiatric bed is not available or an individual may need further medical assessment/clearance. At times during such instances, a call will end. The individual may be discharged by medical or other clinical personnel prior to reassessment by CHS crisis staff
- The other category generally represents providers in primary care physician offices or out of county referrals.

- PATH's phone line and suicide prevention line are not listed in the above chart but are generally given as a resource to all clients to call when appropriate. PATH services that are included in the chart refer to other PATH services (e.g. emergency housing, transportation vouchers, elderly services, etc.).
- As a large number of dispositions resulted in referral to ongoing mental health services or hospitalizations, the following charts illustrate further detail regarding these categories.






For calls in which inpatient hospitalization was recommended, the following chart indicates which hospitals were utilized for placement.




**PROGRESS IN ACHIEVING PROGRAM OBJECTIVES**

FY 2015 Objectives included the following:

1.) 99.9% of all individuals assessed by the Crisis Team will remain safe and alive for the 24 hour period following the intervention.

- **2nd Quarter Result:** 100% of assessed individuals were safe and alive within the given time period.

2.) The Crisis Team will respond to 90% of all calls seeking assessment within 15 minutes of the initial contact.

- **2nd Quarter Result:** 99.9% of calls received a preliminary response (how quickly the crisis team responded to the request for intervention) within 15 minutes

3.) 75% of crisis intervention services provided by CHS staff will not result in psychiatric hospitalizations for the individual served.

- **2nd Quarter Result:** 89.4% of all services (84% of calls) did not result in hospitalization for the individual served.

**PROBLEMS ENCOUNTERED AND HOW THEY WERE HANDLED/PROGRAM UPDATES**

- Crisis Team Staffing Patterns/Processes
    - Lack of Access to Inpatient Psychiatric Facilities (During a time when the number of individuals needing inpatient care is increasing.)
        - Clinical staff attempt to place individuals in other hospitals throughout the state when local facilities are not available.
        - Clinical Staff are reassessing and offering support that might allow for any change that would defer a client from hospitalization to a less restrictive program
    - Coordination with Medical Facilities
        - MCCHS reached out to medical facilities to clarify procedures for working with clients in the emergency departments
        - MCCHS partnered with the Mental Health Unit at Advocate BroMenn to continue coordinating standard documentation methods for crisis interventions
    - Previous Community Concerns Regarding the Amount of Crisis Staff
        - MCCHS now has 2-3 staff available for mobile calls during peak times
        - MCCHS approached other agencies/entities (e.g. law enforcement/emergency departments) to develop a more direct means of communication and collaboration with the crisis team
- Collaboration with Community Partners
    - MCCHS has continued to collaborate with several community stakeholders (including the McLean County Health Department, the McLean County Board, PATH, Chestnut Health Systems, OSF Saint Joseph, and Advocate BroMenn) to discuss community needs regarding crisis intervention services
    - CHS continues its collaborative efforts with the McLean County Health Department and other entities to implement Mental Health First Aid in the community. This is a nationally known program designed to increase education and awareness about mental health issues, including crisis recognition and intervention.

**Attachment B**

**Community Crisis Planning Meeting**
**March 5, 2015**

**Attendance:** Susan Schafer, Laura Beavers, Meghan Moser, Mary Young, Renee Donaldson, Stephanie Barisch, Karen Zengerle, Larry Cleer, Jodi Vedra, Michael Brantley, Phaedra Morris

**Introductions:** Meeting began with around the table introductions. Laura Beavers introduced Phaedra Morris. She is new to Laura's team and will be taking minutes for all future meetings. Please forward all meeting agenda items to Phaedra.

**Handouts:** Karen – Crisis Definition
Laura – Draft of Descriptive Services

**Description of Services Draft:** Discussion

- In draft stage/tweaked from ideas given at last meeting
  - Starting point is to meet with Fire Department Chiefs, School Administrators and RN's to get input
  - Put into terms to be brief description of spectrum of care – community of practice
  - Karen suggested adding suicidal/psychiatric situations
  - Suicidal/mental health crisis also suggested
  - Removing Area Hospitals section
  - Removing Advocate BroMenn and OSF information
  - Discussion to remove Marcfirst – determined not necessary to list them because residents have 310-7706 number and this is not given to public

**Flow Chart of Crisis Services Draft** – Discussion

- Draft stage
  - Suggested committee create additional flow chart for adolescents – Meghan and Stephanie volunteered to create
- Cares LIne
  - Members in agreement to add Cares Line to flow chart and to use Cares Line for children under 21
    - Acuity screening
    - Financial Eligibility
    - Link between Cares Line/Crisis Team – has to be secondary call
    - Where additional services available?
    - Multiple layers – No Wrong Door!
    - Numbers are not broken down by county per Stephanie
  - Stephanie to send Laura a description of Cares Line
- It was decided that Marcfirst should be removed from chart
- Area hospitals addressed?
  - Need to address scenario if person can't be kept safe for assessment to be done (health & safety risk) first responders need to take to nearest ER
  - Hospitals on Flow Chart?
  - Start discussion with fire chiefs about hospital protocol – when to take? Where?
  - Michael stated average ER visit across US for 2014 was 4.3 hours
  - Hopefully live with Telepysch within next 45 days

**Updates Given:**

- CYFS - Stephanie
  - Stephanie and Meghan have been talking. Crisis Team and some Outreach team will join SASS meeting next week
  - Stephanie and Meghan will tackle Superintendents in the future – with ROE support – Karen would like list of schools with crisis person on site
- Mobile Crisis Team – Meghan
  - Meeting with Mary periodically to collaborate
- PATH – Karen
  - Follow up with 38 people – see attached
- Chestnut Stabilization Unit - Mary
  - Staff starting March 16th – will be in orientation until opening
  - Stephanie and Meghan will be collaborating
  - Opens April 9th
  - Open House April 8th from 1-3pm
  - Was suggested to create education brochure from Chestnut to send to Police and Fire

Meeting adjourned

**Next meeting is Tuesday, March 31st from 1-3 pm at PATH**

**Laura will bring another draft version of Services to next meeting to discuss.**

**If you have updates before the next meeting, please feel free to email the group**

Attachment C

# PATH, Inc.

## Statistical Report

## Client Form - Totals and Client's Gender

1/1/2015 to 3/5/2015

Total Calls in Date Range: 9286

38 (0.409%) Follow Up 1 CHS
- 38 (100%) Action Plan
  - 36 (94.737%) Will use
  - 1 (2.632%) Will not use action plan
  - 1 (2.632%) Will use part
  - 38 TOTAL
- 38 (100%) Place of Assessment
  - 18 (47.368%) Adv BroMenn
  - 9 (23.684%) OSF
  - 8 (21.053%) Other Community Outreach
  - 3 (7.895%) Home
  - 38 TOTAL
- 38 (100%) Safety Plan
  - 36 (94.737%) Will use
  - 1 (2.632%) Will not use
  - 1 (2.632%) Will use part
  - 38 TOTAL
- 37 (97.368%) Crisis Team
  - 34 (91.892%) ECI CompetenUProfessional
  - 34 (91.892%) ECI Understanding
  - 31 (83.784%) Addressed past history
  - 31 (83.784%) More Stable
  - 130 TOTAL
- 37 (97.368%) Current State
  - 29 (78.378%) No Suic Risk
  - 24 (64.865%) Less Agitated
  - 17 (45.946%) High Stress
  - 13 (35.135%) High hopes
  - 12 (32.432%) Hope
  - 11 (29.73%) Low Stress
  - 10 (27.027%) Still agitated
  - 9 (24.324%) Little hope
  - 8 (21.622%) Some suicidal Ideation
  - 8 (21.622%) Stressed
  - 3 (8.108%) High agitation
  - 3 (8.108%) No suicide thoughts
  - 1 (2.703%) Low hopelessness
  - 148 TOTAL
- 16 (42.105%) Barriers to Treatment

15 (93.75%) No barriers
1 (6.25%) Other Financial Concerns
1 (6.25%) Other
Referrals 17 TOTAL

2 {5.263%) Medication
1 (50%) No access
1 (50%) No funds
1 (50%) No Script
3 TOTAL

# Appendix

# APPENDIX A

(55 ILCS 5/Div. 5-25 heading)

Division 5-25. County and Multi-county Health Departments

(55 ILCS 5/5-25001) (from Ch. 34, par. 5-25001)

Sec. 5-25001. County and multiple-county health departments. Any county or two or more adjacent counties may, by resolution of the county board or county boards of the respective counties, as the case may be, or upon approval by referendum as hereinafter provided, establish and maintain a full-time health department; provided, that four or more counties must obtain the approval of the State Department of Public Health prior to establishing a multiple-county health department. The approval may be obtained upon application by the county board of any county, containing such information as may be required by the State Department. Approval shall be granted if the State Department determines that the establishment of the multiple-county health department is essential to the health requirements of the area affected.

A "consolidated health department" shall mean a health department which has resulted from the merging of two or more adjacent existing county or multiple-county health departments, as provided in Section 5-25019.

A full-time health department is one whose personnel, other than consultants and clinicians, devote their full time during regular, standard working hours to health department duties. Reference hereinafter made to health departments means full-time health departments unless otherwise specified.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25002) (from Ch. 34, par. 5-25002)

Sec. 5-25002. Classification of departments. County and multiple county health departments established under this Division may be classified by the Director of Public Health in accordance with standards relating to programs, and performance. The State Department of Public Health is authorized to promulgate rules and regulations setting forth minimum standards for programs and performance, including regulations in which the State Department of Public Health shall require provision of home visitation and other services for pregnant women, new mothers and infants who are at risk as defined by that Department that encompass but are not limited to consultation for parental and child development, comprehensive health education, nutritional assessment, dental health, and periodic health screening, referral and follow-up; the services shall be provided through programs funded by grants from the Department of Public Health from appropriations to the Department for that purpose. The Department is further authorized to prescribe minimum qualifications for the professional, technical, and administrative staff.

(Source: P.A. 86-962; 86-1377; 87-395.)

(55 ILCS 5/5-25003) (from Ch. 34, par. 5-25003)

Sec. 5-25003. Election on establishment of county health department and annual levy of additional tax. Whenever a petition signed by voters representing not less than 10% of the votes cast at the last preceding general election of any county is presented to the county clerk requesting the establishment and maintenance of a county health department and the levy therefor, in excess of the statutory limit, of an additional annual tax of not to exceed .1% of the value, as equalized or assessed by the Department of Revenue, of all taxable property of the county, the county clerk shall certify the proposition for submission at an election in accordance with the general election law, and the proposition shall be so submitted. The proposition shall be in substantially the following form:

---

Shall.... county levy
an annual tax of not to YES
exceed .1% for the purpose ----------
of providing community health NO
facilities and services?

---

If a majority of all votes cast upon the proposition is in favor thereof, the county board shall immediately proceed to establish a health department. In any county in which a county health department was established by a referendum prior to January 1, 1970, the county board may, by resolution and without subsequent referendum, levy a tax at a rate not to exceed the rate set forth in Section 5-25010. However, any levy in excess of .05% shall be approved by at least a three-fifths vote of the county board. The foregoing limitations upon tax rates, insofar as they are applicable to counties of less than 1,000,000 population, may be increased or decreased under the referendum provisions of the General Revenue Law of Illinois.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25004) (from Ch. 34, par. 5-25004)

Sec. 5-25004. Election on establishment of multiple-county health department and annual levy of additional tax. Whenever a petition signed by voters representing not less than 10% of the votes cast at the last preceding general election in each of two or more adjacent counties is presented to their respective county clerks requesting the establishment and maintenance of a multiple-county health department and the levy therefor, in excess of the statutory limit, of an additional annual tax in each county of not to exceed .1% of the value, as equalized or assessed by the Department of Revenue, of all taxable property of the county, each county clerk shall certify the proposition to the county clerk of each of the other counties mentioned in the petition. Each such county clerk in accordance with the general election law shall make certification to any board of election commissioners in his county and shall submit the proposition to the voters at an election. If the petitions are so presented in 4 or more

counties, the approval of the State Department of Public Health as provided in Section 5-25001, shall be obtained prior to the giving of notice. The proposition shall be in substantially the following form:

---

Shall.... counties levy an
annual tax of not to exceed .1% YES
for the purpose of providing health ----------
facilities and services in their NO
respective counties?

---

If a majority of all votes cast upon the proposition in each county is in favor thereof, the several county boards shall immediately proceed to organize a multiple-county health department and shall agree concerning the conditions governing the organization and operation of the department and for the apportionment of the cost thereof. In any county in which a multiple county health department was established and organized by a referendum prior to January 1, 1970, the county board may, by resolution and without subsequent referendum, levy a tax at a rate not to exceed the rate set forth in Section 5-25010. However, any levy in excess of .05% shall be approved by at least a three-fifths vote of the county board. The foregoing limitations upon tax rates, insofar as they are applicable to counties of less than 1,000,000 population, may be increased or decreased under the referendum provisions of the General Revenue Law of Illinois.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25005) (from Ch. 34, par. 5-25005)

Sec. 5-25005. Canvass of votes. When the proposition is submitted to the voters of a county, the ballots shall be counted, the returns canvassed and the result declared as in the case of a regular county election.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25006) (from Ch. 34, par. 5-25006)

Sec. 5-25006. Canvass of votes in several counties. When the proposition is submitted to the voters of two or more adjacent counties, the ballots shall be counted and the returns made to the county clerk of each county, respectively, in the same manner as in the case of returns to the county clerk in a general election. The returns shall be opened and canvassed by a committee made up of the county clerk of each county in which the vote on the proposition was cast, and the chairman of the county board of each county. The committee will convene at the request of the chairman of the county board of any one of the counties in which the vote on the proposition was cast. The committee shall elect a chairman whose duty it will be to see that the returns are opened and canvassed by the committee and that the result is declared.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25007) (from Ch. 34, par. 5-25007)

Sec. 5-25007. County clerk to record vote. Each county clerk shall record the result of the vote upon the proposition in his county, and the result may be proved in all courts and in all proceedings by the record or by a certified copy thereof.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25008) (from Ch. 34, par. 5-25008)

Sec. 5-25008. Jurisdiction of department. Each county and multiple-county health department has jurisdiction for the purposes of this Division throughout the entire county or multiple counties, except within:

1. Any public health district organized under "An Act to authorize the organization of public health districts and for the establishment and maintenance of a health department for the same," filed June 26, 1917, as amended;

2. Any city, village or incorporated town or combination thereof of less than 500,000 inhabitants which city, village, incorporated town or combination thereof or public health district maintains a local health department and employs a full-time health officer and other professional personnel possessing such qualifications as may be prescribed by the State Department of Public Health;

3. Any city, village or incorporated town of 500,000 or more inhabitants.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25009) (from Ch. 34, par. 5-25009)

Sec. 5-25009. Abandonment of city, village or town department. Any city, village or incorporated town, or combination thereof or any public health district which maintains its own independent health department may abandon the same and become integrated in the county or multiple-county health department. The method of abandonment, unless otherwise prescribed by law, shall be the same as the method of adoption. Abandonment shall become effective at the end of the fiscal year of the city, village, incorporated town or public health district.

Any county which establishes a county health department may unite with other counties to organize a multiple-county health department, in which event the county health department shall be dissolved as soon as the multiple-county health department is organized and all of its records shall be transferred to the multiple-county health department.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25010) (from Ch. 34, par. 5-25010)

Sec. 5-25010. Annual tax levy. The county board of any county which has established and is maintaining a county or multiple-county health department shall, when authorized as provided in

Sections 5-25003 or 5-25004, levy annually therefor, in excess of the statutory limit, a tax of not to exceed .1% of the value plus the additional tax, if applicable, provided for in Section 5-23002, or plus the additional tax, if applicable, provided for in Section 5.3 of "An Act to provide for the creation and management of tuberculosis sanitarium districts", approved May 21, 1937, as now or hereafter amended, as equalized or assessed by the Department of Revenue, of all taxable property of the county, which tax shall be levied and collected in like manner as general county taxes and shall be paid (except as provided in Section 5-25011) into the county treasury and held in the County Health Fund and shall be used only for the purposes of this Division. Where there is a county health department, the County Health Fund shall be drawn upon by the proper officers of the county upon the properly authenticated vouchers of the county health department. Where there is a multiple-county health department, the County Health Fund shall be drawn upon by the treasurer of the board of health of the multiple-county health department. In counties maintaining single county health departments, each county board shall appropriate from the County Health Fund such sums of money as may be sufficient to fund the approved budget of the county health department, so long as those sums have been set out in the annual budget submitted to the county board by the county board of health and that annual budget has been approved by the county board. In counties with a population between 700,000 and 3,000,000, the county board chairman has the power to veto or reduce any line item in the appropriation ordinance for the county or multiple-county health department as provided in Section 5-1014.5. Each county board of counties participating in the maintenance of a multiple-county health department shall appropriate from the County Health Fund and shall authorize the county treasurer to release quarterly or more often to the treasurer of the board of health of the multiple-county health department such sums of money as are in accordance with the budget submitted by the multiple-county board of health and approved by the county board of each of the participating counties as may be necessary to pay its agreed share for the maintenance of the multiple-county health department. The treasurer of the board of health of the multiple-county health department shall request by voucher, quarterly or more often such sums of money from the county treasurers of the respective member counties, and shall support such requests with estimates of anticipated receipts and expenditures for the period for which sums of money are requested and with statements of receipts and expenditures for the preceding period. In addition, that treasurer shall support the requests to the annual budget submitted by the multiple-county public health board and approved by the county board of each of the participating counties. No payment may be made from a County Health Fund except on the basis of a budget item in a budget submitted by the appropriate public health board and approved by the county board or boards concerned; however, amended or supplemental budgets may be submitted and approved and thereby be the basis for such a payment.

(Source: P.A. 89-402, eff. 8-20-95.)

(55 ILCS 5/5-25011) (from Ch. 34, par. 5-25011)

Sec. 5-25011. Disposition of taxes collected. The entire amount collected from taxes levied under this Division on property subject to the general corporate tax of any city, village or incorporated town or combination thereof or public health district which maintains its own local health department as provided in this Division, less the amount allowed for collecting the same, shall be paid over by the

county treasurer to the treasurer of the public health district, city, village or incorporated town to be used for the maintenance of its local health department.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25012) (from Ch. 34, par. 5-25012)

Sec. 5-25012. Board of health. Except in those cases where a board of 10 or 12 members is provided for as authorized in this Section, each county health department shall be managed by a board of health consisting of 8 members appointed by the president or chairman of the county board, with the approval of the county board, for a 3 year term, except that of the first appointees 2 shall serve for one year, 2 for 2 years, 3 for 3 years and the term of the member appointed from the county board, as provided in this Section, shall be one year and shall continue until reappointment or until a successor is appointed. Each board of health which has 8 members, may have one additional member appointed by the president or chairman of the county board, with the approval of the county board. The additional member shall first be appointed within 90 days after the effective date of this amendatory Act for a term ending July 1, 2002.

The county health department in a county having a population of 200,000 or more may, if the county board, by resolution, so provides, be managed by a board of health consisting of 12 members appointed by the president or chairman of the county board, with the approval of the county board, for a 3 year term, except that of the first appointees 3 shall serve for one year, 4 for 2 years, 4 for 3 years and the term of the member appointed from the county board, as provided in this Section, shall be one year and shall continue until reappointment or until a successor is appointed. In counties with a population of 200,000 or more which have a board of health of 8 members, the county board may, by resolution, increase the size of the board of health to 12 members, in which case the 4 members added shall be appointed, as of the next anniversary of the present appointments, 2 for terms of 3 years, one for 2 years and one for one year.

The county board in counties with a population of more than 100,000 but less than 3,000,000 inhabitants and contiguous to any county with a metropolitan area with more than 1,000,000 inhabitants, may establish compensation for the board of health, as remuneration for their services as members of the board of health. Monthly compensation shall not exceed $200 except in the case of the president of the board of health whose monthly compensation shall not exceed $400.

When a county board of health consisting of 8 members assumes the responsibilities of a municipal department of public health, and both the county board and the city council adopt resolutions or ordinances to that effect, the county board may, by resolution or ordinance, increase the membership of the county board of health to 10 members. The additional 2 members shall initially be appointed by the mayor of the municipality, with the approval of the city council, each such member to serve for a term of 2 years; thereafter the successors shall be appointed by the president or chairman of the county board, with the approval of the county board, for terms of 2 years.

Each multiple-county health department shall be managed by a board of health consisting of 4 members appointed from each county by the president or chairman of the county board with the approval of the county board for a 3 year term, except that of the first appointees from each county one shall serve for one year, one for 2 years, one for 3 years and the term of the member appointed from the county board of each member county, as hereinafter provided, shall be one year and shall continue until reappointment or until a successor is appointed.

The term of office of original appointees shall begin on July 1 following their appointment, and the term of all members shall continue until their successors are appointed. All members shall serve without compensation but may be reimbursed for actual necessary expenses incurred in the performance of their duties. At least 2 members of each county board of health shall be physicians licensed in Illinois to practice medicine in all of its branches and at least one member shall be a dentist licensed in Illinois. In counties with a population under 500,000, one member shall be chosen from the county board or the board of county commissioners as the case may be. In counties with a population over 500,000, two members shall be chosen from the county board or the board of county commissioners as the case may be. At least one member from each county on each multiple-county board of health shall be a physician licensed in Illinois to practice medicine in all of its branches, one member from each county on each multiple-county board of health shall be chosen from the county board or the board of county commissioners, as the case may be, and at least one member of the board of health shall be a dentist licensed in Illinois. Whenever possible, at least one member shall have experience in the field of mental health. All members shall be chosen for their special fitness for membership on the board.

Any member may be removed for misconduct or neglect of duty by the chairman or president of the county board, with the approval of the county board, of the county which appointed him.

Vacancies shall be filled as in the case of appointment for a full term.

Notwithstanding any other provision of this Act to the contrary, a county with a population of 240,000 or more inhabitants that does not currently have a county health department may, by resolution of the county board, establish a board of health consisting of the members of such board. Such board of health shall be advised by a committee which shall consist of at least 5 members appointed by the president or chairman of the county board with the approval of the county board for terms of 3 years; except that of the first appointees at least 2 shall serve for 3 years, at least 2 shall serve for 2 years and at least one shall serve for one year. At least one member of the advisory committee shall be a physician licensed in Illinois to practice medicine in all its branches, at least one shall be a dentist licensed in Illinois, and one shall be a nurse licensed in Illinois. All members shall be chosen for their special fitness for membership on the advisory committee.

All members of a board established under this Section must be residents of the county, except that a member who is required to be a physician, dentist, or nurse may reside outside the county if no physician, dentist, or nurse, as applicable, who resides in the county is willing and able to serve.

(Source: P.A. 94-457, eff. 1-1-06; 94-791, eff. 1-1-07.)

(55 ILCS 5/5-25013) (from Ch. 34, par. 5-25013)

Sec. 5-25013. Organization of board; powers and duties.

(A) The board of health of each county or multiple-county health department shall, immediately after appointment, meet and organize, by the election of one of its number as president and one as secretary, and either from its number or otherwise, a treasurer and such other officers as it may deem necessary. A board of health may make and adopt such rules for its own guidance and for the government of the health department as may be deemed necessary to protect and improve public health not inconsistent with this Division. It shall:

1. Hold a meeting prior to the end of each operating fiscal year, at which meeting officers shall be elected for the ensuing operating fiscal year;

2. Hold meetings at least quarterly;

3. Hold special meetings upon a written request signed by two members and filed with the Secretary or on request of the medical health officer or public health administrator;

4. Provide, equip and maintain suitable offices, facilities and appliances for the health department;

5. Publish annually, within 90 days after the end of the county's operating fiscal year, in pamphlet form, for free distribution, an annual report showing the condition of its trust on the last day of the most recently completed operating fiscal year, the sums of money received from all sources, giving the name of any donor, how all moneys have been expended and for what purpose, and such other statistics and information in regard to the work of the health department as it may deem of general interest;

6. Within its jurisdiction, and professional and technical competence, enforce and observe all State laws pertaining to the preservation of health, and all county and municipal ordinances except as otherwise provided in this Division;

7. Within its jurisdiction, and professional and technical competence, investigate the existence of any contagious or infectious disease and adopt measures, not inconsistent with the regulations of the State Department of Public Health, to arrest the progress of the same;

8. Within its jurisdiction, and professional and technical competence, make all necessary sanitary and health investigations and inspections;

9. Upon request, give professional advice and information to all city, village, incorporated town and school authorities, within its jurisdiction, in all matters pertaining to sanitation and public health;

10. Appoint a medical health officer as the executive officer for the department, who shall be a citizen of the United States and shall possess such qualifications as may be prescribed by the State Department of Public Health; or appoint a public health administrator who shall possess such qualifications as may be prescribed by the State Department of Public Health as the executive officer for

the department, provided that the board of health shall make available medical supervision which is considered adequate by the Director of Public Health;

10 1/2. Appoint such professional employees as may be approved by the executive officer who meet the qualification requirements of the State Department of Public Health for their respective positions provided, that in those health departments temporarily without a medical health officer or public health administrator approval by the State Department of Public Health shall suffice;

11. Appoint such other officers and employees as may be necessary;

12. Prescribe the powers and duties of all officers and employees, fix their compensation, and authorize payment of the same and all other department expenses from the County Health Fund of the county or counties concerned;

13. Submit an annual budget to the county board or boards;

14. Submit an annual report to the county board or boards, explaining all of its activities and expenditures;

15. Establish and carry out programs and services in mental health, including intellectual disabilities and alcoholism and substance abuse, not inconsistent with the regulations of the Department of Human Services;

16. Consult with all other private and public health agencies in the county in the development of local plans for the most efficient delivery of health services.

(B) The board of health of each county or multiple-county health department may:

1. Initiate and carry out programs and activities of all kinds, not inconsistent with law, that may be deemed necessary or desirable in the promotion and protection of health and in the control of disease including tuberculosis;

2. Receive contributions of real and personal property;

3. Recommend to the county board or boards the adoption of such ordinances and of such rules and regulations as may be deemed necessary or desirable for the promotion and protection of health and control of disease;

4. Appoint a medical and dental advisory committee and a non-medical advisory committee to the health department;

5. Enter into contracts with the State, municipalities, other political subdivisions and non-official agencies for the purchase, sale or exchange of health services;

6. Set fees it deems reasonable and necessary (i) to provide services or perform regulatory activities, (ii) when required by State or federal grant award conditions, (iii) to support activities delegated to the board of health by the Illinois Department of Public Health, or (iv) when required by an

agreement between the board of health and other private or governmental organizations, unless the fee has been established as a part of a regulatory ordinance adopted by the county board, in which case the board of health shall make recommendations to the county board concerning those fees. Revenue generated under this Section shall be deposited into the County Health Fund or to the account of the multiple-county health department.

7. Enter into multiple year employment contracts with the medical health officer or public health administrator as may be necessary for the recruitment and retention of personnel and the proper functioning of the health department.

(C) The board of health of a multiple-county health department may hire attorneys to represent and advise the department concerning matters that are not within the exclusive jurisdiction of the State's Attorney of one of the counties that created the department.

(Source: P.A. 97-227, eff. 1-1-12.)

(55 ILCS 5/5-25014) (from Ch. 34, par. 5-25014)

Sec. 5-25014. Prompt payment. Purchases made pursuant to this Division shall be made in compliance with the "Local Government Prompt Payment Act".

(Source: P.A. 86-962.)

(55 ILCS 5/5-25015) (from Ch. 34, par. 5-25015)

Sec. 5-25015. Officers and employees. Each county or multiple-county health department shall have the exclusive right to employ and discharge its officers and employees, except as otherwise provided in Section 5-25013; provided that in counties having a civil service system, the employees of the health department shall be subject to the rules and regulations of such system.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25016) (from Ch. 34, par. 5-25016)

Sec. 5-25016. Lease or acquisition of property for department. The board of health of each county or multiple-county health department is authorized to lease or to acquire by purchase, construction, lease-purchase agreement or otherwise and take title in its name and to borrow money, issue debt instruments, mortgages, purchase money mortgages and other security instruments, maintain, repair, remodel or improve such real estate as may be reasonably necessary for the housing and proper functioning of such health department. Money in the County Health Fund may be used for such purposes.

Upon the discontinuance of a single county health department any such real estate shall become the property of and title shall be transferred to the county.

Upon the discontinuance of a multiple-county health department any such real estate shall be sold and the proceeds distributed pro-rata to the several counties as their agreed share of the maintenance of such department may indicate.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25017) (from Ch. 34, par. 5-25017)

Sec. 5-25017. Discontinuance of department. Any health department may be discontinued; 1 - by resolution of the county board or county boards, if established in such manner; or, 2 - if established by referendum, then by a referendum initiated by petition and submitted to vote in the same manner as for adoption. The proposition shall be stated "For the discontinuance of the county (or multiple-county) health department" and "Against the discontinuance of the county (or multiple-county) health department." If a majority of the votes cast upon the proposition in any county is for discontinuance, the board of health shall proceed at once to close up the affairs of the department. After the payment of all obligations, the money in the "County Health Fund" shall become a part of the general funds in the county treasury. All other property shall be devoted to such county purpose as the county board or boards determine.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25018) (from Ch. 34, par. 5-25018)

Sec. 5-25018. Board of Health in counties having civil service qualifications and appointment. When this Division is adopted by resolution in counties over 500,000 population where Civil Service Qualifications and appointment on all employees prevail, and where all funds expended are approved by budget of the County Board of Commissioners and so paid after approval, by the County Treasurer, the County Board of Commissioners shall constitute the Board of Health to carry out the provisions of this Division in a similar manner to other acts and duties of the County.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25019) (from Ch. 34, par. 5-25019)

Sec. 5-25019. Formation of consolidated health department. Any county which has established a county health department or any counties which have established a multiple-county health department may unite with one or more adjacent counties which have established county or multiple-county health departments, for the purpose of maintaining and operating a consolidated health department subject to the approval of the county boards involved and the Director of the Illinois Department of Public Health. In the event of approval by the county boards involved and the Director of Public Health, the chairman or president of each county board and of each board of health shall meet and immediately proceed to organize the consolidated health department. At such time as they shall agree concerning the conditions governing organization and operation, and the apportionment of the costs thereof, they shall select a date within 60 days on which the consolidated health department shall be established, and its operation and maintenance shall be in accordance with all provisions of this Division relating to county health

departments except where otherwise prescribed for multiple-county health departments. The county or multiple-county health departments in counties joining together to operate and maintain a consolidated health department shall cease to function as independent health departments so long as the consolidation shall exist; shall transfer all records to the consolidated health department; and shall not withdraw from this union except in accordance with the provisions of Section 5-25020.

The board of health of each consolidated health department shall consist of the members of the boards of health of the county and multiple-county health departments involved except that members from counties which have previously established single county health departments shall be reduced to four, including at least one physician and one member of the county board. New appointments and reappointments shall be made in accordance with the provisions of Section 5-25012 relating to boards of health of multiple-county health departments. The consolidated board of health shall hold its first meeting no later than seven days after the date of establishment, for the purpose of organizing, electing officers, and carrying out its responsibilities in connection with the consolidated health department. Its subsequent meetings shall be held as prescribed in this Division for multiple-county health departments. Membership and actions of the consolidated board of health shall become official at its first meeting or on the date of establishment of the consolidated health department, whichever occurs at the earlier date. After a consolidated health department has begun operation, addition of other health departments to the consolidation may be accomplished with consent of all county boards of supervisors or commissioners concerned and the Director of Public Health; participation by such additional counties will be under the conditions selected in the original consolidation agreement, and date of entry into the consolidation and other relevant details will be arranged between the board of health of the consolidated health department, and the president of the county board and the chairman or president of the board of health of each county requesting admission to the consolidated health department.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25020) (from Ch. 34, par. 5-25020)

Sec. 5-25020. Withdrawal from consolidated health department. Any county which has established a county health department or counties which have established a multiple-county health department may withdraw from a consolidated health department for the purpose of maintaining and operating an independent county or multiple-county health department, as the case may be, or for the purpose of joining with another adjacent county or other adjacent counties in maintaining and operating a consolidated health department. Withdrawal for such purposes may be effected by majority vote of the county board of the withdrawing county which had established a county health department, or by a majority vote of each county board of the withdrawing counties which had established a multiple-county health department, before joining the consolidated health department. In all withdrawals from consolidated health departments, the county board of each county proposing withdrawal shall seek the advice and concurrence of the Director of the Illinois Department of Public Health before taking action effecting withdrawal. The effective date of withdrawal shall be June 30 following completion of the withdrawal agreements. The board of health of the consolidated health department shall meet and the members of the withdrawing and the remaining counties shall agree upon removal of records, supplies,

equipment and personnel by the withdrawing county or counties. Withdrawal of any county or counties from the consolidated health department does not alter the consolidation if the county or multiple-county health departments remaining party to the union are two or more. Discontinuance of any county or multiple-county health department effected under the provisions of Section 5-25017 constitutes withdrawal from a consolidated health department.

Any county which is a member county of a consolidated health department may also withdraw from the consolidated health department upon approval by referendum, the proposition for which shall be placed on the ballot at any general election by the county clerk on receipt of a petition signed by not less than 10 per cent of the registered voters of the county. The proposition shall be certified to the proper election officials, who shall submit the proposition to the voters at an election in accordance with the general election law. The proposition shall read substantially as follows:

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Shall .... county withdraw the county health department from the ..... consolidated health department?

YES

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NO

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If a majority of voters favor withdrawal the county shall arrange its withdrawal effective June 30 following the referendum and shall settle its affairs in the consolidated health department and resume operation in the manner hereinbefore prescribed in this section.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25021) (from Ch. 34, par. 5-25021)

Sec. 5-25021. Bonds for permanent improvements; referendum. Whenever the county board determines that it is necessary to issue bonds to enable it to provide buildings for or to make permanent improvements in the community health facilities, the county board shall so instruct the county clerk. Thereupon, such clerk shall certify such determination to the proper election officials, who shall submit the proposition at an election in accordance with the general election law.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25022) (from Ch. 34, par. 5-25022)

Sec. 5-25022. Form of proposition. The proposition pursuant to Section 5-25021 shall be in substantially the following form:

---

Shall.... county issue bonds to the amount of.... dollars for the purpose of enabling the county to.... (purpose to be stated, which shall be either to provide buildings for or to

YES

---

make permanent improvements in the community health facilities)? NO

---

In case a majority of the votes cast upon the propositions shall be in favor of the issuance of such bonds, the county board shall issue the bonds not exceeding the amount authorized at the referendum. Such bonds shall become due not more than 20 years after their date, shall be in denominations of $100 or any multiple thereof, and shall bear interest, evidenced by coupons, at a rate not exceeding the maximum rate authorized by the Bond Authorization Act, as amended at the time of the making of the contract, payable semi-annually, as shall be determined by the county board.

With respect to instruments for the payment of money issued under this Section or its predecessor either before, on, or after the effective date of Public Act 86-4, it is and always has been the intention of the General Assembly (i) that the Omnibus Bond Acts are and always have been supplementary grants of power to issue instruments in accordance with the Omnibus Bond Acts, regardless of any provision of this Division or "An Act in relation to the establishment and maintenance of county and multiple-county public health departments", approved July 9, 1943, that may appear to be or to have been more restrictive than those Acts, (ii) that the provisions of this Section or its predecessor are not a limitation on the supplementary authority granted by the Omnibus Bond Acts, and (iii) that instruments issued under this Section or its predecessor within the supplementary authority granted by the Omnibus Bond Acts are not invalid because of any provision of this Division or "An Act in relation to the establishment and maintenance of county and multiple-county public health departments", approved July 9, 1943, that may appear to be or to have been more restrictive than those Acts.

(Source: P.A. 86-962; 86-1028.)

(55 ILCS 5/5-25023) (from Ch. 34, par. 5-25023)

Sec. 5-25023. Sale of bonds. The bonds authorized by this Division shall be sold and the proceeds thereof used solely for the specified purpose. At or before the time of delivery of any bond, the county board shall file with the county its certificates, stating the amount of bonds to be issued, or denominations, rate of interest, where payable, and shall include a form of bond to be issued. The county board shall levy a direct tax upon all of the taxable property within the county sufficient to pay the principal and interest on the bonds as and when the same respectively mature. Such tax shall be in addition to all other taxes and shall not be within any rate limitation otherwise prescribed by law.

The proceeds received from the sale of the bonds shall be placed in a special fund in the county treasury to be designated as the "Bond Community Health Fund" and thereafter the county shall appropriate from such funds such sum or sums as may be necessary to carry out the provisions of this Section.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25024) (from Ch. 34, par. 5-25024)

Sec. 5-25024. Submission at same election. Both the proposition for the levy of an annual tax pursuant to Sections 5-25003 or 5-25004 and the proposition for issuance of bonds pursuant to Section 5-25021 may be submitted to the electors at the same election.

(Source: P.A. 86-962.)

(55 ILCS 5/5-25025) (from Ch. 34, par. 5-25025)

Sec. 5-25025. Mental health program. If the county board of any county having a population of less than 1,000,000 inhabitants and maintaining a county health department under this Division desires the inclusion of a mental health program in that county health department and the authority to levy the tax provided for in subsection (c) of this Section, the county board shall certify that question to the proper election officials, who shall submit the proposition at an election in accordance with the general election law. The proposition shall be in substantially the following form:

---

Shall .....County include a mental health program in the county health department, and levy an annual tax of not to exceed .05% of the value of all taxable property for use for mental health purposes by the county health department?

YES

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NO

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If a majority of the electors voting at that election vote in favor of the proposition, the county board may include the mental health program in the county health department and may, annually, levy the additional tax for mental health purposes. All mental health facilities provided shall be available to all citizens of the county, but the county health board may vary any charges for services according to ability to pay.

When the inclusion of a mental health program has been approved:

(a) To the extent practicable, at least one member of the County Board of Health, under Section 5-25012, shall be a person certified by The American Board of Psychiatry and Neurology professionally engaged in the field of mental health and licensed to practice medicine in the State, unless there is no such qualified person in the county.

(b) The president or chairman of the county board of health shall appoint a mental health advisory board composed of not less than 9 nor more than 15 members who have special knowledge and interest in the field of mental health. Initially, 1/3 of the board members shall be appointed for terms of one year, 1/3 for 2 years and 1/3 for 3 years. Thereafter, all terms shall be for 3 years. This advisory board shall meet at least twice each year and provide counsel, direction and advice to the county board of health in the field of mental health.

(c) The county board may levy, in excess of the statutory limit and in addition to the taxes permitted under Sections 5-25003, 5-25004 and 5-25010, an additional annual tax of not more than .05% of the value, as equalized or assessed by the Department of Revenue, of all taxable property within the county which tax shall be levied and collected as provided in Section 5-25010 but held in the County Health Fund of the county treasury for use for mental health purposes. These funds may be used to provide care and treatment in public and private mental health facilities.

(d) When a mental health program has been included in a county health department pursuant to this Section, the county board may obtain the authority to levy a tax for mental health purposes in addition to the tax authorized by the preceding paragraphs of this Section but not in excess of an additional .05% of the value, as equalized or assessed by the Department of Revenue, of all taxable property in the county by following the procedure set out in Section 5-25003 except that the proposition shall be in substantially the following form:

---

Shall.... county levy, in excess
of the statutory limit, an additional YES
annual tax of not to exceed .05% for ---
use for mental health purposes by the NO
county health department?

---

If the majority of all the votes cast on the proposition in the county is in favor thereof, the county board shall levy such tax annually. The levy and collection of this tax shall be as provided in Section 5-25010 but the tax shall be held in the County Health Fund of the county treasury for use, with that levied pursuant to paragraph (c), for mental health purposes.

(Source: P.A. 86-962; 86-1028.)

(55 ILCS 5/5-25026)

Sec. 5-25026. Locally grown foods. Except in emergency situations, including but not limited to a food-borne disease outbreak, the board of health of a county or multi-county health department may not discourage the purchase or consumption of locally grown foods in relation to foods that are not locally grown.

(Source: P.A. 96-620, eff. 8-24-09.)

(55 ILCS 5/5-25027)

(Section scheduled to be repealed on December 31, 2018)

Sec. 5-25027. Advisory committee.

(a) No later than December 31, 2011, the county board chairman in every county with a population of less than 3,000,000 shall appoint a volunteer 7 member mental health advisory committee composed of

members of the general public, if the county has established a county health department pursuant to this Act, but no mental health program has been approved by the county health department as provided in Section 5-25025 of this Act.

(b) The mental health advisory committee shall identify and assess current mental health services in its respective jurisdiction, monitor any expansion or contraction of such services, and, if deemed necessary, provide a report to the county board with recommendations for additional services.

(c) The mental health advisory committee shall have no taxing authority.

(d) This Section is repealed on December 31, 2018.

(Source: P.A. 97-439, eff. 8-18-11.)

# APPENDIX B

MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
(405 ILCS 20/) Community Mental Health Act.

(405 ILCS 20/0.1) (from Ch. 91 1/2, par. 300.1)

Sec. 0.1. This Act shall be known and may be cited as the "Community Mental Health Act".
(Source: Laws 1967, p. 3457.)

(405 ILCS 20/1) (from Ch. 91 1/2, par. 301)

Sec. 1. As used in this Act:

"Direct recipient services" means only those services required to carry out a completed individualized treatment plan that is signed by a service recipient or legal guardian. Crisis assessment and stabilization services are excluded, although these services may be anticipated in a treatment plan.

"Governmental unit" means any county, city, village, incorporated town, or township.

"Person with a developmental disability" means any person or persons so diagnosed and as defined in the Mental Health and Developmental Disabilities Code. Community mental health boards operating under this Act may in their jurisdiction, by a majority vote, add to the definition of "person with a developmental disability".

"Mental illness" has the meaning ascribed to that term in the Mental Health and Developmental Disabilities Code. Community mental health boards operating under this Act may in their jurisdiction, by a majority vote, add to the definition of "mental illness".

"Substance use disorder" encompasses substance abuse, dependence, and addiction, not inconsistent with federal or State definitions.
(Source: P.A. 97-813, eff. 7-13-12.)

(405 ILCS 20/2) (from Ch. 91 1/2, par. 302)

Sec. 2. Any county, city, village, incorporated town, township, public health district, county health department, multiple-county health department, school district or any combination thereof, in consultation with and being advised by the Department of Human Services, shall have the power to construct, repair, operate, maintain and regulate community mental health facilities to provide mental health services as defined by the local community mental health board, including services for, persons with a developmental disability or substance use disorder, for residents thereof and/or to contract therefor with any private or public entity which provides such facilities and services, either in or without such county, city, village, incorporated town, township, public health district, county health department, multiple-county health department, school district or any combination thereof.
(Source: P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/3) (from Ch. 91 1/2, par. 303)

Sec. 3. Any such county, city, village, incorporated town, township, public health district, county health department, multiple-county health department, school district, community mental health board or any combination thereof, may accept donations of property and funds for the purposes specified in this Act.

(Source: P.A. 81-898.)

(405 ILCS 20/3a) (from Ch. 91 1/2, par. 303a)

Sec. 3a. Every governmental unit authorized to levy an annual tax under any of the provisions of this Act shall, before it may levy such tax, establish a 7 member community mental health board who shall administer this Act. Such board shall be appointed by the chairman of the governing body of a county, the mayor of a city, the president of a village, the president of an incorporated town, or the supervisor of a township, as the case may be, with the advice and consent of the governing body of such county, city, village, incorporated town or the town board of trustees of any township. Members of the community mental health board shall be residents of the government unit and, as nearly as possible, be representative of interested groups of the community such as local health departments, medical societies, local comprehensive health planning agencies, hospital boards, lay associations concerned with mental health, developmental disabilities and substance abuse, as well as the general public. Only one member shall be a member of the governing body. The chairman of the governing body may, upon the request of the community mental health board, appoint 2 additional members to the community mental health board. No member of the community mental health board may be a full-time or part-time employee of the Department of Human Services or a board member, employee or any other individual receiving compensation from any facility or service operating under contract to the board. If a successful referendum is held under Section 5 of this Act, all members of such board shall be appointed within 60 days of the referendum.

Home rule units are exempt from this Act. However, they may, by ordinance, adopt the provisions of this Act, or any portion thereof, that they may deem advisable.

The tax rate set forth in Section 4 may be levied by any non-home rule unit only pursuant to the approval by the voters at a referendum. Such referendum may have been held at any time subsequent to the effective date of the Community Mental Health Act.

(Source: P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/3b) (from Ch. 91 1/2, par. 303b)

Sec. 3b. The term of office of each member of the community mental health board shall be for 4 years, provided, however, that of the members first appointed, 2 shall be appointed for a term of 2 years, 2 for a term of 3 years and 3

for a term of 4 years. All terms shall be measured from the first day of the year of appointment. Vacancies shall be filled for the unexpired term in the same manner as original appointments.
(Source: Laws 1965, p. 1037.)

(405 ILCS 20/3c) (from Ch. 91 1/2, par. 303c)
Sec. 3c.
Any member of the community mental health board may be removed by the appointing officer for absenteeism, neglect of duty, misconduct or malfeasance in office, after being given a written statement of the charges and an opportunity to be heard thereon.
(Source: P.A. 77-1500.)

(405 ILCS 20/3d) (from Ch. 91 1/2, par. 303d)
Sec. 3d.
The expenses incurred by any community mental health board in the performance of duties imposed upon it or its members shall be a charge on the board and shall be paid out of the "Community Mental Health Fund" hereinafter established. No member shall receive payment, except expenses, for service on the board.
(Source: P.A. 78-574.)

(405 ILCS 20/3e) (from Ch. 91 1/2, par. 303e)
Sec. 3e. Board's powers and duties.
(1) Every community mental health board shall, immediately after appointment, meet and organize, by the election of one of its number as president and one as secretary and such other officers as it may deem necessary. It shall make rules and regulations concerning the rendition or operation of services and facilities which it directs, supervises or funds, not inconsistent with the provisions of this Act. It shall:
(a) Hold a meeting prior to July 1 of each year at which officers shall be elected for the ensuing year beginning July 1;
(b) Hold meetings at least quarterly;
(c) Hold special meetings upon a written request signed by at least 2 members and filed with the secretary;
(d) Review and evaluate community mental health services and facilities, including services and facilities for the treatment of alcoholism, drug addiction, developmental disabilities, and intellectual disabilities;
(e) Authorize the disbursement of money from the community mental health fund for payment for the ordinary and contingent expenses of the board;
(f) Submit to the appointing officer and the members of the governing body a written plan for a program of community mental health services and facilities for persons with a mental illness, a developmental disability, or a substance use disorder. Such plan shall be for the ensuing 12 month period. In addition, a plan shall be developed for the ensuing 3 year period and such plan shall be reviewed at the end of every 12 month period and shall be modified as deemed advisable.
(g) Within amounts appropriated therefor, execute

such programs and maintain such services and facilities as may be authorized under such appropriations, including amounts appropriated under bond issues, if any;

(h) Publish the annual budget and report within 120 days after the end of the fiscal year in a newspaper distributed within the jurisdiction of the board, or, if no newspaper is published within the jurisdiction of the board, then one published in the county, or, if no newspaper is published in the county, then in a newspaper having general circulation within the jurisdiction of the board. The report shall show the condition of its trust of that year, the sums of money received from all sources, giving the name of any donor, how all monies have been expended and for what purpose, and such other statistics and program information in regard to the work of the board as it may deem of general interest. A copy of the budget and the annual report shall be made available to the Department of Human Services and to members of the General Assembly whose districts include any part of the jurisdiction of such board. The names of all employees, consultants, and other personnel shall be set forth along with the amounts of money received;

(i) Consult with other appropriate private and public agencies in the development of local plans for the most efficient delivery of mental health, developmental disabilities, and substance use disorder services. The Board is authorized to join and to participate in the activities of associations organized for the purpose of promoting more efficient and effective services and programs;

(j) Have the authority to review and comment on all applications for grants by any person, corporation, or governmental unit providing services within the geographical area of the board which provides mental health facilities and services, including services for the person with a mental illness, a developmental disability, or a substance use disorder. The board may require funding applicants to send a copy of their funding application to the board at the time such application is submitted to the Department of Human Services or to any other local, State or federal funding source or governmental agency. Within 60 days of the receipt of any application, the board shall submit its review and comments to the Department of Human Services or to any other appropriate local, State or federal funding source or governmental agency. A copy of the review and comments shall be submitted to the funding applicant. Within 60 days thereafter, the Department of Human Services or any other appropriate local or State governmental agency shall issue a written response to the board and the funding applicant. The Department of Human Services shall supply any community mental health board such information about purchase-of-care funds, State facility utilization, and costs in its geographical area as the board may request provided that the information requested is for the purpose of the Community Mental Health Board complying with the requirements of Section 3f, subsection (f) of this Act;

(k) Perform such other acts as may be necessary or proper to carry out the purposes of this Act.

(2) The community mental health board has the following powers:

(a) The board may enter into multiple-year contracts for rendition or operation of services, facilities and educational programs.

(b) The board may arrange through intergovernmental agreements or intragovernmental agreements or both for the rendition of services and operation of facilities by other agencies or departments of the governmental unit or county in which the governmental unit is located with the approval of the governing body.

(c) To employ, establish compensation for, and set policies for its personnel, including legal counsel, as may be necessary to carry out the purposes of this Act and prescribe the duties thereof. The board may enter into multiple-year employment contracts as may be necessary for the recruitment and retention of personnel and the proper functioning of the board.

(d) The board may enter into multiple-year joint agreements, which shall be written, with other mental health boards and boards of health to provide jointly agreed upon community mental health facilities and services and to pool such funds as may be deemed necessary and available for this purpose.

(e) The board may organize a not-for-profit corporation for the purpose of providing direct recipient services. Such corporations shall have, in addition to all other lawful powers, the power to contract with persons to furnish services for recipients of the corporation's facilities, including psychiatrists and other physicians licensed in this State to practice medicine in all of its branches. Such physicians shall be considered independent contractors, and liability for any malpractice shall not extend to such corporation, nor to the community mental health board, except for gross negligence in entering into such a contract.

(f) The board shall not operate any direct recipient services for more than a 2-year period when such services are being provided in the governmental unit, but shall encourage, by financial support, the development of private agencies to deliver such needed services, pursuant to regulations of the board.

(g) Where there are multiple boards within the same planning area, as established by the Department of Human Services, services may be purchased through a single delivery system. In such areas, a coordinating body with representation from each board shall be established to carry out the service functions of this Act. In the event any such coordinating body purchases or improves real property, such body shall first obtain the approval of the governing bodies of the governmental units in which the coordinating body is located.

(h) The board may enter into multiple-year joint agreements with other governmental units located within the geographical area of the board. Such agreements shall

be written and shall provide for the rendition of services by the board to the residents of such governmental units.

(i) The board may enter into multiple-year joint agreements with federal, State, and local governments, including the Department of Human Services, whereby the board will provide certain services. All such joint agreements must provide for the exchange of relevant data. However, nothing in this Act shall be construed to permit the abridgement of the confidentiality of patient records.

(j) The board may receive gifts from private sources for purposes not inconsistent with the provisions of this Act.

(k) The board may receive Federal, State and local funds for purposes not inconsistent with the provisions of this Act.

(l) The board may establish scholarship programs. Such programs shall require equivalent service or reimbursement pursuant to regulations of the board.

(m) The board may sell, rent, or lease real property for purposes consistent with this Act.

(n) The board may: (i) own real property, lease real property as lessee, or acquire real property by purchase, construction, lease-purchase agreement, or otherwise; (ii) take title to the property in the board's name; (iii) borrow money and issue debt instruments, mortgages, purchase-money mortgages, and other security instruments with respect to the property; and (iv) maintain, repair, remodel, or improve the property. All of these activities must be for purposes consistent with this Act as may be reasonably necessary for the housing and proper functioning of the board. The board may use moneys in the Community Mental Health Fund for these purposes.

(o) The board may organize a not-for-profit corporation (i) for the purpose of raising money to be distributed by the board for providing community mental health services and facilities for the treatment of alcoholism, drug addiction, developmental disabilities, and intellectual disabilities or (ii) for other purposes not inconsistent with this Act.

(Source: P.A. 97-227, eff. 1-1-12.)

(405 ILCS 20/3f) (from Ch. 91 1/2, par. 303f)

Sec. 3f. Annually, each community mental health board shall prepare and submit, for informational purposes in the appropriations process, to the appointing officer and governing body referred to in Section 3a: (a) an annual budget showing the estimated receipts and intended disbursements pursuant to this Act for the fiscal year immediately following the date the budget is submitted, which date must be at least 30 days prior to the start of the fiscal year, and (b) an annual report detailing the income received and disbursements made pursuant to this Act during the fiscal year just preceding the date the annual report is submitted, which date must be within 90 days of the close of that fiscal year. Such report shall also include those matters set forth in Section 8 of this Act.

(Source: P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/3g) (from Ch. 91 1/2, par. 303g)

Sec. 3g. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly.
(Source: P.A. 84-731.)

(405 ILCS 20/4) (from Ch. 91 1/2, par. 304)

Sec. 4. In order to provide the necessary funds or to supplement existing funds for such community mental health facilities and services, including facilities and services for the person with a developmental disability or a substance use disorder, the governing body of any governmental unit, subject to the provisions of Section 5, may levy an annual tax of not to exceed .15% upon all of the taxable property in such governmental unit at the value thereof, as equalized or assessed by the Department of Revenue. Such tax shall be levied and collected in the same manner as other governmental unit taxes, but shall not be included in any limitation otherwise prescribed as to the rate or amount of governmental unit taxes, but shall be in addition thereto and in excess thereof.

When collected, such tax shall be paid into a special fund to be designated as the "Community Mental Health Fund" which shall, upon authorization by the appropriate governmental unit, be administered by the community mental health board and used only for the purposes specified in this Act. Nothing contained herein shall in any way preclude the use of other funds available for such purposes under any existing Federal, State or local statute. Interest earned from moneys deposited in this Fund shall only be used for purposes which are authorized by this Act.

In any city, village, incorporated town, or township which levies a tax for the purpose of providing community mental health facilities and services and part or all of such city, village, incorporated town, or township is in a county or township, as the case may be, which levies a tax to provide community mental health facilities and services under the provisions of this Act, such county or township, as the case may be, shall pay to such city, village, incorporated town, or township, as the case may be, the entire amount collected from taxes under this Section on property subject to a tax which any city, village, incorporated town, or township thereof levies to provide community mental health facilities and services.

Whenever any city, village, incorporated town, or township receives any payments from a county or township as provided above, such city, village, incorporated town, or township shall reduce and abate from the tax levied by the authority of this Section a rate which would produce an amount equal to the amount received from such county or township.
(Source: P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/5)(from Ch. 91 1/2, par. 305)

Sec. 5. (a) When the governing body of a governmental unit passes a resolution as provided in Section 4 asking that an annual tax may be levied for the purpose of providing such mental health facilities and services, including facilities and services for the person with a developmental disability or a substance use disorder, in the community and so instructs the clerk of the governmental unit such clerk shall certify the proposition to the proper election officials for submission at a regular election in accordance with the general election law. The proposition shall be in the following form:

| | |
|---|---|
| Shall..... (governmental unit) levy an annual tax of not to exceed .15% for the purpose of providing community mental health facilities and services including facilities and services for the person with a developmental disability or a substance use disorder? | YES<br>NO |

(b) If a majority of all the votes cast upon the proposition are for the levy of such tax, the governing body of such governmental unit shall thereafter annually levy a tax not to exceed the rate set forth in Section 4. Thereafter, the governing body shall in the annual appropriation bill appropriate from such funds such sum or sums of money as may be deemed necessary, based upon the community mental health board's budget, the board's annual mental health report, and the local mental health plan to defray necessary expenses and liabilities in providing for such community mental health facilities and services.

(c) If the governing body of a governmental unit levies a tax under Section 4 of this Act and the rate specified in the proposition under subsection (a) of this Section is less than 0.15%, then the governing body of the governmental unit may, upon referendum approval, increase that rate to not more than 0.15%. The governing body shall instruct the clerk of the governmental unit to certify the proposition to the proper election officials for submission at a regular election in accordance with the general election law. The proposition shall be in the following form:

"Shall the tax imposed by (governmental unit) for the purpose of providing community mental health facilities and services, including facilities and services for persons with a developmental disability or substance use disorder be increased to (not more than 0.15%)?"

If a majority of all the votes cast upon the proposition are for the increase of the tax, then the governing body of the governmental unit may thereafter annually levy a tax not to exceed the rate set forth in the referendum question.

(Source: P.A. 95-336, eff. 8-21-07; 96-764, eff. 8-25-09.)

(405 ILCS 20/6)(from Ch. 91 1/2, par. 306)

Sec. 6. Whenever the governing body of any governmental unit has not provided the community mental health facilities and services provided in Section 2 and levied the tax provided in Section 4 and a petition signed by electors of the governmental unit equal in number to at least 10% of the total votes cast for the office which received the greatest total number of votes at the last preceding general governmental unit election is presented to the clerk of the governmental unit requesting the establishment and maintenance of such community mental health facilities and services, including facilities and services for the person with a developmental disability or a substance use disorder, for residents thereof and the levy of such an annual tax therefor, the governing body of the governmental unit, subject to the provisions of Section 7, shall establish and maintain such community mental health facilities and services and shall levy such an annual tax of not to exceed .15% upon all of the taxable property in such governmental unit at the value thereof, as equalized or assessed by the Department of Revenue. Such tax shall be levied and collected in the same manner as other governmental unit taxes, but shall not be included in any limitation otherwise prescribed as to the rate or amount of governmental unit taxes, but shall be in addition thereto and in excess thereof.

When collected, such tax shall be paid into a special fund to be designated as the "Community Mental Health Fund" which shall, upon authorization by the appropriate governmental unit, be administered by the community mental health board and used only for the purposes specified in this Act. Nothing contained herein shall in any way preclude the use of other funds available for such purposes under any existing Federal, State or local statute. Interest earned from moneys deposited in this Fund shall only be used for purposes which are authorized by this Act.

In any city, village, incorporated town, or township which levies a tax for the purpose of providing community mental health facilities and services and part or all of such city, village, incorporated town, or township is in a county or township, as the case may be, which levies a tax to provide community mental health facilities and services under the provisions of this Act, such county or township, as the case may be, shall pay to such city, village, incorporated town, or township, as the case may be, the entire amount collected from taxes under this Section on property subject to a tax which any city, village, incorporated town, or township thereof levies to provide community mental health facilities and services.

Whenever any city, village, incorporated town, or township receives any payments from a county or township as provided above, such city, village, incorporated town, or township shall reduce and abate from the tax levied by the authority of this Section a rate which would produce an amount equal to the

amount received from such county or township.
(Source: P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/7)(from Ch. 91 1/2, par. 307)

Sec. 7. When the petition provided for in Section 6 is presented to the clerk of the governmental unit requesting the establishment and maintenance of such mental health facilities and services for residents of the community and the levy of such an annual tax therefor, the clerk of the governmental unit shall certify to the proper election officials the proposition for the levy of such tax which shall be submitted at a regular election in accordance with the general election law. The proposition shall be in substantially the following form:

| |
|---|
| Shall..... (governmental unit) establish and maintain community mental health facilities and services including facilities and services for the person with a developmental disability or a substance use disorder and levy therefor an annual tax of not to exceed .15%? |
| YES |
| NO |

If a majority of all the votes cast upon the proposition are in favor thereof, the governing body of such governmental unit shall establish and maintain such community mental health facilities and services and shall annually levy such tax. Thereafter, the governing body shall in the annual appropriation bill appropriate from such funds such sum or sums of money as may be deemed necessary, based upon the community mental health board's budget, the board's annual mental health report, and the board's plan to defray necessary expenses and liabilities in providing for such community mental health facilities and services.
(Source: P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/8)(from Ch. 91 1/2, par. 308)

Sec. 8. The Secretary of Human Services may make grants-in-aid to such county, city, village, incorporated town, township, public health district, county health department, multiple-county health department, school district or any combination thereof in accordance with the provisions of Section 34 of the Mental Health and Developmental Disabilities Administrative Act. However, no such grants shall be made without first considering the review and comments made by the board as set forth in Section 3e and responding thereto. The Department shall make all rules necessary for carrying out the provisions of this Section, including the setting of standards of eligibility for state assistance.
(Source: P.A. 91-357, eff. 7-29-99.)

(405 ILCS 20/8.1) (from Ch. 91 1/2, par. 308.1)

Sec. 8.1. The provisions of the Illinois Administrative Procedure Act are hereby expressly adopted and shall apply to all administrative rules and procedures of the Department under this Act, except that in case of conflict between the Illinois Administrative Procedure Act and this Act the provisions of this Act shall control, and except that Section 5-35 of the Illinois Administrative Procedure Act relating to procedures for rule-making does not apply to the adoption of any rule required by federal law in connection with which the Department is precluded by law from exercising any discretion. (Source: P.A. 88-45.)

(405 ILCS 20/8.5)

Sec. 8.5. (Repealed).

(Source: P.A. 92-159, eff. 1-1-02. Repealed by P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/9) (from Ch. 91 1/2, par. 309)

Sec. 9. Whenever electors, equal in number to at least 10% of the total votes cast for the office on which the greatest total number of votes were cast at the last preceding general governmental unit election, of a governmental unit which has adopted the taxing provisions of this Act, present a petition to the clerk of the governmental unit, requesting that the levying of a tax annually in such governmental unit for the purpose of providing community mental health facilities and services be discontinued, the clerk shall certify the proposition to the proper election officials for submission at a regular election in accordance with the general election law. The proposition shall be substantially in the following form:

---

Shall.... (governmental unit) discontinue the levying of an annual tax for the purpose of providing community mental health facilities and services including facilities and services for the person with a developmental disability or a substance use disorder?

YES

NO

---

If a majority of all the votes cast upon the proposition are for the discontinuance of the levying of such tax, the governing body of the governmental unit shall not thereafter levy such a tax unless a proposition authorizing such levy again receives a majority of all the votes cast upon the proposition as provided in Sections 5 and 7 of this Act. (Source: P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/10) (from Ch. 91 1/2, par. 310)

Sec. 10. Whenever the board and the governing body of a governmental unit by resolution determines that it is necessary to issue bonds of the governmental unit to enable it to provide buildings for or to make permanent improvements in the community mental health facilities, including facilities for the person with a developmental disability or a substance

use disorder, the governing body shall so instruct the clerk of the governmental unit. Thereupon, such clerk shall certify the proposition to the proper election officials who shall submit the proposition at a regular election in accordance with the general election law. However, before such resolution is adopted, a report must be filed with the board and the governing body by the Department of Human Services as to the advisability of any proposed building or of any proposed permanent improvements in existing facilities.
(Source: P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/11) (from Ch. 91 1/2, par. 311)
Sec. 11. The proposition pursuant to Section 10 shall be in the following form:

---

Shall the.... (governmental unit) issue bonds to the amount of.... dollars for the purpose of enabling the governmental unit to.... (purpose to be stated, which shall be either to provide buildings for or to make permanent improvements in the community mental health facilities including facilities for the person with a developmental disability or a substance use disorder)?

YES

NO

---

In case a majority of the votes cast upon the propositions shall be in favor of the issuance of such bonds, the governing body of the governmental unit shall issue the bonds of the governmental unit not exceeding the amount authorized at the referendum. Such bonds shall become due not more than 40 years after their date, shall be in denominations of $100 or any multiple thereof, and shall bear interest, evidenced by coupons, payable semi-annually, as shall be determined by the governing body.
(Source: P.A. 95-336, eff. 8-21-07.)

(405 ILCS 20/12) (from Ch. 91 1/2, par. 312)
Sec. 12.
The bonds authorized by this Act shall be sold and the proceeds thereof used solely for the specified purpose. At or before the time of delivery of any bond, the governing body of the governmental unit shall file with the clerk of the governmental unit its certificates, stating the amount of bonds to be issued, or denominations, rate of interest, where payable, and shall include a form of bond to be issued. The governing body of the governmental unit shall levy a direct tax upon all of the taxable property within the governmental unit sufficient to pay the principal and interest on the bonds as and when the same respectively mature. Such tax shall be in addition to all other taxes and shall not be within any rate limitation otherwise prescribed by law.
The proceeds received from the sale of the bonds shall be placed in a special fund in the governmental unit treasury to be designated as the "Bond Community Mental Health Fund" and thereafter the governing body shall in the annual appropriation bill appropriate from such funds such sum or

sums as may be necessary to carry out the provisions of this section. Interest earned from moneys deposited in this Fund shall only be used for purposes which are authorized by this Act.
(Source: P.A. 78-574.)

(405 ILCS 20/13) (from Ch. 91 1/2, par. 313)
Sec. 13. Both the proposition for the levy of an annual tax pursuant to Section 5 of this Act and the proposition for issuance of bonds pursuant to Section 10 of this Act may be submitted to the electors at the same election.
(Source: Laws 1967, p. 1171.)

(405 ILCS 20/14)
(Section scheduled to be repealed on December 31, 2018)
Sec. 14. Advisory committee.
(a) No later than December 31, 2011, the county board chairman in every county with a population of less than 3,000,000, or the township supervisor of a township located in a county with a population of 3,000,000 or more, shall appoint a volunteer 7 member mental health advisory committee composed of members of the general public, if no community mental health board has been established in the county or township as provided under Section 3a of this Act. This subsection shall not apply to townships that currently monitor and address mental health needs of township residents by providing or funding mental health services available to individuals and families, and that include the following: psychiatric evaluation, therapy, crisis assessment and intervention, and case management.
(b) The mental health advisory committee shall identify and assess current mental health services in its respective jurisdiction, monitor any expansion or contraction of such services, and, if deemed necessary, provide a report to the county or township board with recommendations for additional services.
(c) The mental health advisory committee shall have no taxing authority.
(d) This Section is repealed on December 31, 2018.
(Source: P.A. 97-439, eff. 8-18-11; 97-1170, eff. 3-12-13.)

!" #$% _____ **McLean County Center for Human Services** &!' %_____

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# CRISIS INTERVENTION NOTE

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## SECTION A: IDENTIFYING DATA

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*Street/Apartment* *County*

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## SECTIONS B-N MAY HAVE BEEN OMITTED DUE TO THE FOLLOWING (CHECK IF APPLICABLE):

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☐ Face-to-Face intervention with **current** walk-in client that did not lead to hospitalization/placement (Sections B-I A 4 required)

☐ Planned community call on a **current** client that did not lead to hospitalization/placement (Section ! A 4 required)

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## SECTION B: WILLINGNESS FOR FOLLOW-THROUGH

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## SECTION C: ALCOHOL/DRUG USE

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| Substance Type | Date of Last Use | Frequency of Use | Amount Typically Used |
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| 2˙7 | | | |
| ˝˙7 | | | |

## SECTION D: PRESENTING PROBLEMS 6( e) 0ri=e ) e1uen0e of eˆ ent) 7

➢ **Current Behavioral Status:**

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➢ **Signs/Symptoms of Chief Complaint:**

➢ **Impact of Symptoms on Functioning & Self-Management:**

Signature _____

The Crisis Intervention Note is an open assessment for mental health concerns. It covers a wide range of areas that might cause people stress or complicate mental health problems, in addition to highlighting risk of harm to self or others.

The Crisis Intervention Note has some clear direct questions, but most of the note is open ended and staff are trained on how to pull information from an intervention for each section. Most of the note requires knowledge of mental health terms and an understanding of the types of treatment involved with each problem. The Crisis Intervention Note is a framework for the crisis worker to use their skills to conceptualize the case, identify specific concerns, impact on functioning, possible coping skills, provide a provisional diagnosis and develop an appropriate action plan to help alleviate the crisis.

The Crisis Intervention Note is compliant with Rule 132, CARF Standards, and other accrediting bodies due to our ongoing collaboration with area hospitals.

Information from the note is manually keyed into our software system that we use to collect data and develop reports.

- **Onset, Progression, & Duration of Symptoms:**

- **Patient's Attempts/Coping Methods & Availability of Supports to Address Problem(s) & Outcome(s):**
  ☐ **See Client Safety Plan** ☐ **Other (If not able to safety plan):**

## SECTION E: CLIENT SAFETY PLAN ☐ Sections E and F omitted due to client being admitted/Not Applicable

- **The one thing that is most important to me and is worth living for is** _____
- **One thing that gives me hope is:** _____
- **Step One - Warning Signs (thoughts, images, mood, situation, behavior) that the immediate crisis may be developing:**
  1. _____
  2. _____
  3. _____
- **Step Two - Things I can do to redirect my thoughts without contacting another person (relaxation/physical activities):**
  1. _____
  2. _____
  3. _____
- **Step Three - People and social settings that can provide positive support:**
  1. _____ 3. _____
  2. _____ 4. _____
- **Step Four - People whom I will ask for help:**
  1. _____ 3. _____
  2. _____ 4. _____
- **Step Five - Professionals or agencies I will contact during a crisis:**

| | | | |
|---|---|---|---|
| Cl n c/Cl n c an Name | | Phone | |
| Cr ˇ ˇ / Center for ˆ ˙ man ˝ er¸ ce ˇ | | Phone | *309-827-* |
| ° ther Contact: | **PATH** | Phone | ***211*** |
| ˜ r ent Care Ser¸ ce ˇ | | ! " " re ˇ ˇ | Phone |

- **Step Six – Making the environment safer**
  1. _____
  2. _____
  3. _____

The Crisis Intervention Note is an open assessment for mental health concerns. It covers a wide range of areas that might cause people stress or complicate mental health problems, in addition to highlighting risk of harm to self or others.
The Crisis Intervention Note has some clear direct questions, but most of the note is open ended and staff are trained on how to pull information from an intervention for each section. Most of the note requires knowledge of mental health terms and an understanding of the types of treatment involved with each problem. The Crisis Intervention Note is a framework for the crisis worker to use their skills to conceptualize the case, identify specific concerns, impact on functioning, possible coping skills, provide a provisional diagnosis and develop an appropriate action plan to help alleviate the crisis.
The Crisis Intervention Note is compliant with Rule 132, CARF Standards, and other accrediting bodies due to our ongoing collaboration with area hospitals.
Information from the note is manually keyed into our software system that we use to collect data and develop reports.

## SECTION F: ACTION PLAN

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- ) hat ˇ yo ˙ r plan to help alle¸ ate the cr ˇ ˇ in the next fe% day ˇ *+ ˇ t Spec ˇ c Step ˇ , ! ˇ Many a ˇ ! ppl ca. le/'

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☐ **Original of this page given to client.**

Date: _____ McLean County Center for Human Services ID#: _____
Name: _____ 108 W. Market St. Bloomington, IL 61701

## SECTION G: ACTIVITIES OF DAILY LIVING

- **Sleep Patterns:** ' of 3our) %_____ **Use of Sleeping Aids?** ☐?e) ☐4 o
  #; pe%
  - **Recent Changes in Sleep Patterns?** ☐4 one ☐In0rea) e in " . ount ☐! e0rea) e in " . ount
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- **Recent Changes in Appetite/Weight?** ☐?e) ☐4 o &; e) , p-ea) e 2e) 0ri=e%
  - **Disclosed Eating Disorder?** ☐?e) ☐4 o &ye) , p-ea) e 2e) 0ri=e%
- **Self-Care**
  - **Bath/Shower**% ☐In2epen2ent ☐4 ee2) Superˆ i) ion ☐ˇ e1uire) " ) ) i) tan0e
  - **Dressing:** ☐In2epen2ent ☐4 ee2) Superˆ i) ion ☐ˇ e1uire) " ) ) i) tan0e
  - **Bathroom Use**% ☐In2epen2ent ☐4 ee2) Superˆ i) ion ☐ˇ e1uire) " ) ) i) tan0e
  - **Eating**% ☐In2epen2ent ☐4 ee2) Superˆ i) ion ☐ˇ e1uire) " ) ) i) tan0e

## SECTION H: CURRENT PSYCHIATRIC/CHEMICAL DEPENDENCY TREATMENT

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## SECTION I: PAST PSYCHIATRIC/CHEMICAL DEPENDENCY TREATMENT

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## SECTION J: PAST OR CURRENT FAMILY HISTORY OF PSYCHIATRIC ILLNESS/CHEMICAL DEPENDENCY

## SECTION K: LEGAL CONCERNS

**Have/Do you had/have any legal involvement?** ☐ 4 o ☐ ?e)
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## SECTION L: Functional Limitations (Client/Patient's Self-Statement and/or Observation of any physica-° developmental, or other issues that will influence the delivery of service or which warrant additional assessment)

The Crisis Intervention Note is an open assessment for mental health concerns. It covers a wide range of areas that might cause people stress or complicate mental health problems, in addition to highlighting risk of harm to self or others.
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The Crisis Intervention Note is compliant with Rule 132, CARF Standards, and other accrediting bodies due to our ongoing collaboration with area hospitals.
Information from the note is manually keyed into our software system that we use to collect data and develop reports.

Signature _____

Date: _____ McLean County Center for Human Services ID#: _____
108 W. Market St. Bloomington, IL 61701
Name: _____

## SECTION M: PHYSICAL/EMOTIONAL/SEXUAL ABUSE

➢ **History of Abuse/Trauma:** ☐Denies ☐Alleges ☐Vi im ☐Per˘ e r˘ or ☐ Re ent Loss ˙Rel˘ ions˝i˘ s¸ De˘ ˝¸ ° u˘ ˘ or¸ ˜o ! ☐" i ness o Violen e ☐# edi ˘ l $r˘ um˘ ☐%ommuni & Violen e ☐Dis˘ s ers ☐" i ness %rimin˘ l ˘ i' i &
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- o P˝ &si ˘ ll&t˝ re˘ ening or h˘ rming you, ☐- es ☐. o
- o Do &ou fe˘ r ˝is/ ˝ese indi' idu˘ l˙s!, ☐- es ☐. o
- o 0or ing &ou o eng˘ ge in un omfor ˘ le ˘ ti' i ies, ☐- es ☐ . o

➢1 ˘ s a use/negle t been re˘ orted, ☐- es ☐. o If yes, to w˝ ˘ t agen &

## SECTION N: CURRENT MENTAL STATUS

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|---|---|---|---|---|---|---|
| **Affect** | ☐. orm˘ l R˘ nge | ☐In ongruen | ☐%ons ri ted | ☐Eu˘ ˝ori<br>☐ˆ ˘ ile | ☐2lunted<br>☐2ro˘ d | ☐0l˘ |
| **Orientation** | ☐Person | ☐Pl˘ e | ☐$ime | ☐° itu˘ tion | | |
| **Thoughts** | ☐3 rg˘ ni4ed<br>☐3 sessi' e<br>☐Insertion<br>☐ Delusion˘ l (e5˘ l˘ in!: | ☐ˆ ogi ˘ l<br>☐Illogi ˘ l<br>☐Idios&n r˘ ti | ☐$˘ ngenti˘ l<br>☐Distorted<br>☐P˝ o i | ☐° om˘ ti<br>☐0lig˝ t of Ide˘ s | ☐Rumin˘ ting<br>☐2ro˘ d ˘ sting<br>☐ˆ oose Asso i˘ tions | |
| **Hallucination(s)** | ☐Visu˘ l | ☐Auditor& | ☐3 lf˘ tor& | ☐$˘ tile | ☐6 us ˘ tor& | |
| **Risk of Harm** | ☐A ti' e Intent/Pl˘ n<br>Ide˘ tion: ☐%urren | ☐Pre' ious A tem˘ s #<br>☐Re en ☐Pre' | | ☐Violen e H5<br>**(Recent < 2 Week - Previous > 2 weeks)** | ☐Agreed to S˘ fe &Pl˘ n<br>☐° elf-1 ˘ rm | |
| **Appearance** | ☐ Norm˘ l R˘ nge | ☐Dis˝ e' eled | ☐In˘ ˘ ro˘ ri˘ te | ☐2i4˘ rre ☐Poor H&giene | | ☐9 n+em˘ |
| **Attitude/Manner** | ☐. orm˘ l R˘ nge<br>☐6 u˘ rded | ☐9 n oo˘ er˘ ti' e<br>☐° us˘ i ious | ☐Reti en<br>☐ Hel˘ less | ☐Resisti' e<br>☐Indifferen | ☐0e˘ rful<br>☐Argumen ˘ ti' e | ☐E' ˘ si' e<br>☐%riti ˘ l |
| **Mood** | ☐De˘ ressed<br>☐E5˘ ˘ nsi' e<br>☐A˘ ˘ ˝eti | ☐An5ious<br>☐Eu˘ ˝ori<br>☐" orried | ☐Irri ˘ le<br>☐Eu ˝ &mi<br>☐El˘ ted | ☐Angr&<br>☐9 n˘ redi ˘ le | ☐° ill&<br>☐%˘ lm | ☐° ˘ d<br>☐0e˘ rful |
| **Concentration** | ☐0o used | ☐Dis r˘ ti le | ☐In˘ ttenti' e | ☐Pre8o u˘ ied | ☐%ir ul˘ r | |
| **Memory** | ☐(mmedi˘ te | ☐Re en | ☐Remote | ☐P˘ rti˘ l Amnesi˘ | ☐0ull Amnesi˘ | |
| **Speech** | ☐° ˘ on ˘ neous<br>☐2lo +ing | ☐%o˝ eren<br>☐R˘ m ling | ☐° lurred<br>☐ˆ oud | ☐In o˝ eren<br>☐° of | ☐R˘ ˘ id | ☐Pressured |
| **Motivation** | ☐Ade: u˘ te | ☐Intense | ☐V˘ ill˘ ting | ☐; uestion˘ le | | |
| **Judgment** | ☐. o lm˘ ˘ irmen | | ☐Minim˘ l lm˘ ˘ irmen<br>☐Moder˘ te lm˘ ˘ irmen | | ☐° e' ere lm˘ ˘ irmen<br>☐In ˘ ˘ ˘ i ˘ ted | |
| **Insight** | ☐A* ˘ re of Pro lem | | ☐Denies Pro lem<br>☐Minimi4es Pro lem | | ☐2l˘ mes O ˝ers<br>☐2l˘ mes Self | |

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Signature _____

**Date:** _____ **McLean County Center for Human Services** **ID#:** _____
**Name:** _____ **108 W. Market St. Bloomington, IL 61701**

## SECTION O: REQUIRED INFORMATION FOR NEW CLIENTS
**(Complete section if client needs to be opened or is seen in hospital)**

**ICD-9/DSM-IV Diagnosis:**

" 9i) &% _____ " 9i) &&% _____ " 9i) &&&% _____ Axis V: (GAF/CGAS) _____

_____ _____ _____ Diagnosis Help

_____ _____ _____

" 9i) &F% ☐ : ri. ar; Support < roup ☐ So0ia- $ n^ iron. ent ☐ $ 2u0ationa- ☐ 5 00upationa- ☐ ou) ing

☐ $ 0ono. i0 ☐ ea-t3 Care " 00e) ) ☐ / ega- ☐ 5 t3er% _____

### First Presentation Assessment:

- : ri. ar; 2iagno) i) @a) o=taine2 fro. a p) ; 03iatri) t˙ ☐?e) ☐4 o
- ! oe) t3e 0-ient 3a^ e a 39 of auti) . °: ! ! °. enta- retar2ation° or organi0 =rain 2i) ea) e or trau. a> ☐?e) ☐4 o
- a) t3e 0-ient 3a2 . ore t3an 1 @ee+) of antip) ; 03oti0 . e2i0ation treat. ent> ☐?e) ☐4 o

### Functional Assessment/Treatment History (For McLean County Center for Human Services Agency Use Only):

☐ ***Meets none of the criteria below˙***

**For ALL Referrals (Adults, Children & Adolescents): Check all that apply.**

☐ Continuou) treat. ent of mont3) or . ore in one or a 0o.= ination of t3e fo–o@ng treatment mo2a-itie) % &npatient° ! a; #reatment° : artia- o) pita-iBation˙

☐ Si9 . ont3) 0ontinuou) re) i2en0e in re) i2entia- ) etting progra. ˙

☐ #@o or . ore a2. i) ) ion) to inpatient treat. ent° 2a; treat. ent° partia- 3o) pita-iBation° or re) i2entia- progra.. ing @t3in a 12 mont3 perio2˙

☐ i) tor; of u) ing t3e fo–o@ng outpatient ) er^ i0e) o^ er a one-; ear perio2° eit3er 0ontinuou) -; or inter. ittent-; % : ) ; 03otropi0 * e2i0ation * anagement° Ca) e * anage. ent° 5 utrea03 an2 engagement ) er^ i0e) 6a2u-t referra-) on-; 7˙ S" SS/&nten) i^ e Co. munit; , a) e2 Ser^ i0e) 603i-2/a2o-e) 0ent referra-) on-; 7

☐ : re^ iou) treat. ent in an outpatient . o2a-it; an2 a 3i) tor; of at -ea) t one menta- 3ea-t3 p) ; 03iatri0 3o) pita-iBation˙

**For Adult Referrals Only: Check all that apply.**

☐ Seriou) i. pairment in ) o0ia-° o00upationa-° or ) 03oo- fun0tion) ˙

☐ Cne. p-o; e2 or @or+ing on-; part-ti. e 2ue to menta- i–ne) ) A not for rea) on) of p3; ) i0a- 2i) a=i-it; or ) ome ot3er ro-e re) pon) i=i-it; 6e˙g˙° ) tu2entl pri. ar; 0aregi^ er for 2epen2ent fa. i-; 7i i) e. p-o; e2 in ) 3e-tere2 ) etting/ ) upporti^ e @or+ situation° or 3a) . ar+e2-; -i. ite2 @or+ ) +i–) ˙

☐ ˇ e1uire) 3e-p to ) ee+ pu=-i0 finan0ia- a) ) i) tan0e for out-of-3o) pita- . aintenan0e 6e˙g˙° Me2i0ai2° SS& SS! & ot3er in2i0ator) 7

☐ ! oe) not ) ee+ appropriate ) upporti^ e 0o. munit; ) er^ i0e) 6e˙g˙° re0reationa-° e2u0ationa-° or ^ o0ationa- ) upport @t3out a) ) i) tan0e7

☐ / a0+) ) upporti^ e ) o0ia- ) ; ) te. ) in t3e 0o. . unit; 6e˙g˙° no intimate or 0onfi2ing re-ation) 3ip) @t3 an; one in t3eir per) ona- -ife° no 0-o) e frien2) or group affi-iation) ° i) 3ig3-; tran) ient or 3a) ina=i-it; to 0o-e9i) t @t3in fa. i-; ) etting7

☐ ˇ e1uire) a) ) i) tan0e in =a) i0 -ife an2 ) ur^ i^ a- ) +i–) ˙ 6˚ u) t =e re. in2e2 to ta+e . e2i0ation) ° . u) t 3a^ e tran) portation to . enta- 3ea-t3 0-ini0 an2 ot3er ) upporti^ e ) er^ i0e) ° nee2) a) ) i) tan0e in ) e-f-0are° 3ou) e3o-2 management° foo2 preparation or mone; manage. ent° et0˙° i) 3ome-e) ) or at ri) + of =e0o. ing 3ome-e) ) ˙7

☐ $ 93i=it) inappropriate or 2angerou) ) o0ia- =e3a^ ior re) u-ting in 2e. an2 for inter^ ention =; menta- 3ea-t3 an2/or Ju2i0ia-/-ega- ) ; ) te. ˙

☐ Current-; re0ei^ ing treat. ent° 3a) a 3i) tor; @t3in t3e pa) t ˇ ; ear) of fun0tiona- impairment . eeting t@o of t3e fun0tiona- 0riteria -i) te2 a=o^ e @8i03 per) i) te2 for at -ea) t 12 . ont3) ° an2 t3ere i) 2o0umentation ) upporting t3e profe) ) iona- Ju2gment t3at regre) ) ion) in fun0tiona- i. pairment @u-2 o00ur @t3out 0ontinuing treat. ent˙

**For Child/Adolescent Referrals Only: Check all that apply.**

☐ Se-f-Care%&npair. ent i) manife) te2 =; a per) onK 0on) i) tent ina=i-it; to ta+e 0are of per) ona- groo. ing° 3; giene° 0-ot3e) ° an2 . eeting nutritiona- nee2) ˙

☐ Co. munit; %&npair. ent i) manife) te2 =; a 0on) i) tent -a0+ of age appropriate =e3a^ iora- 0ontro-) ° 2e0i) ion-ma+ing° Ju2gment° an2 ^ a-ue ) ; ) te. ) @8i03 re) u-t) in potentia- in^ o-^ e. ent or in^ o-^ e. ent of t3e Ju^ eni-e Ju) ti0e ) ; ) te. ˙

☐ So0ia- ˇ e-ation) 3ip) %& pair. ent i) . anife) te2 =; t3e 0on) i) tent ina=i-it; to 2e^ e-op an2 . aintain ) ati) fa0tor; re-ation) 3ip) @t3 peer) or a2u-t) ˙

☐ 8a. i-; %& pair. ent i) . anife) te2 =; a pattern of 617 2i) regar2 for ) afet; an2 @e-fare of ) e-f or ot3er) 6e˙g˙° fire ) etting° ) eriou) A 03roni0 2e) tru0ti^ ene) ) 7˙ 627 ) ignifi0ant-; 2i) rupti^ e =e3a^ ior e9emp-ifie2 =; repeate2 an2/or unpro^ o+e2 ^ io-en0e to ) i=-ing) an2/or parent) ° or 6˙7 ina=i-it; to 0onfor. to rea) ona=-e -i. itation) an2 e9pe0tation) ˙ #3e 2egree of impairment re1uire) inten) i^ e 6˙e˙° =e; on2 age appropriate7 ) uper^ i) ion =; parent/0aregi^ er an2 ma; re) u-t in remo^ a- fro. t3e fa. i-; or it) e1ui^ a-ent˙

☐ S03oo-%& pairment i) . anife) te2 =; t3e ina=i-it; to pur) ue e2u0ationa- goa-) in a nor. a- time fra. e 6e˙g˙° 0on) i) tent fai-ing gra2e) ° repeate2 truan0; ° e9pu-) ion° propert; 2a. age° or ^ io-en0e to@ar2 ot3er) -- t3at 0annot =e reme2iate2 =; a 0-a) ) roo. ) etting 6@8et3er tra2itiona- or ) pe0ia-iBe27

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**SECTION P: ASSESSMENT SUMMARY**

**4 Digit Location Code:** **Address:** ZIP:

**Current Client Status/Activity Description:**

**Clinical Intervention:**

**Client Response/Progress:**

**Plan:** ☐ ECI Sch du d Ch ck-in _____ ☐ C i nt ncourag d to contact ECI/P˘ ˘ ^ P˙ ˝

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## SECTION Q: EVENT DATA (AGENCY DATA COLLECTION PURPOSES ONLY)

%ere either of the fo$$b' ing in˘o$e( in +ega$ ☐ . e/ ☐ 0o
the inter˘ention) * , MS* ☐ . e/ ☐ 0o

Did we request legal help: ☐Yes ☐No

➢ **Place a check mark next to any of the following that apply to the client:**
- ☐ 1n( i˘i( ua$i/ a 2urrent C S 2$ent an( a / ui2i( e atte3 pt $e( to a &o/ pita$4ation
- ☐ 1n( i˘i( ua$atte3 pte( / ui2i( e ˘ia o˘er( o/ e on 3 e( i2ation/ pre/ 2ri5e( 56 C S p&6/ i2ian
- ☐ " n in( i˘i( ua$' &o atte3 pte( / ui2i( e &a( 2onta2t with C S / taff ' ithin t&e 2˜ &our/ pre2e( ing the atte3 pt
- ☐ 0one of the a5o˘e option/ app$6

## SECTION R: DISPOSITION

☐ **Inpatient Psychiatric Hospital** *Admission Status:* ☐7o$ ☐1n˘o$ *Admitting Physician:* _____

*Location:* ☐#ro- enn ☐8a˘i$on ☐- et&o( i/ t ☐St^ 9o&n ☐8ro˘ena ☐St^- ar6 :; e2< ☐- 2=ar$an( ☐+in2 8rairie ☐- e3 oria$ ☐#$e/ / ing
☐St^, $4a5et& ☐! rinit6 ☐ ˘ i˘er/ i( e ☐Cottage ☐ ˘ i˘ere( ge ☐St^- ar6 :>an?< ☐ 8ro2tor ☐@t&er* _____

☐1 ☐2 **MH Outpatient Services**
☐*CHS* ☐*Avert* ☐*CYFS* ☐*YWCA* ☐*Private Practice*
☐*Chestnut* ☐*Other:* _____

☐1 ☐2 **Addictions Services**
☐*Chestnut* ☐*CDU*
☐*Hour House* ☐*White Oak*
☐*Other:* _____

☐ **Pending Placement/Further Assessment by Others:** ☐*Emergency Department* ☐*Medical Unit*
Staff Responsible: ☐ St. Joe ☐ Bromenn CAC ☐*Unknown (explain):* _____

☐ **Mobile ECI** ☐ **PATH** ☐ **SASS** ☐ **Law Enforcement** ☐ **MCDF** ☐ **Crisis Stab Unit:** _____

☐ **Client Refused Further Services Referrals**
☐ **Needs Further ECI Action**
☐ **Other:** _____

## SECTION S: SAFETY PLANNING AND PATH REPORTING (AGENCY DATA COLLECTION PURPOSES ONLY)

Was safety plan completed: Yes No - Hospitalized No - Phone Call No - CL Refused

➢ If Yes, was plan sent to PATH: Yes No -Child/Adolescent No - CL Refused PATH Involvment

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C$ni2ian Signature* A _____

Super˘i/ ing B- 8 Signature* A _____