

**AGENDA**  
**CITY OF PLANO**  
**COMMITTEE OF THE WHOLE**  
**September 11, 2023**  
**Immediately following the City Council**  
**meeting**

1. CITIZEN'S COMMENTS
2. Study And Research For EPA Lead Pipe Replacement For Water Lines

Documents:

[LEAD SERVICE LINE PROGRAM ASST.PDF](#)

3. No Parking On Rock Street
4. Residential Chicken Keeping
5. Amended Budgets
6. CITIZEN'S COMMENTS
7. Aldermen Comments

August 23, 2023

Mr. Josh Beyer  
Water Supervisor  
City of Plano  
17 East Main Street  
Plano, Illinois 60545

***Subject: City of Plano - Lead Service Line Program Assistance***

Dear Mr. Beyer:

New laws affect all community water systems (CWS) in regard to the identification, documentation, and handling of lead service lines. With changing legal requirements set forth by state and federal authorities, it can be a significant challenge for any water utility to stay up to date with the latest information and how best to manage the operational, financial, and administrative impacts these can have.

Most recently, the Illinois Lead Service Replacement and Notification Act (Act) was signed into law on January 1, 2022, which requires all community water systems to perform the following major actions, some of which are subject to annual updates:

1. Develop and maintain a Water Service Line Material Inventory
2. Develop and implement a Lead Service Line Replacement Plan
3. Prepare public notification and education materials to meet the Act's requirements
4. Conduct a full replacement of any and all lead service lines from the CWS's water main to customer's meter if the service is impacted in any way as of January 1, 2022

Each portion of the Act is subject to various submittal requirements and timelines set by the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), and the United States Environmental Protection Agency (USEPA).

Baxter & Woodman understands that not all water utility systems are faced with the same challenges, and has provided the following breakdown of tasks to help the City plan, develop, and implement a comprehensive Lead Service Line Replacement Program.

Due to the potential for changing federal and state laws, the Tasks outlined below are based on the Illinois Lead Service Replacement and Notification Act that was signed into law on January 1, 2022.



Any changes to the State and/or Federal laws may require an amendment to the Tasks selected to provide revisions to the program.

## **SCOPE OF WORK**

### **TASK 1 – LEAD SERVICE LINE REPLACEMENT PROGRAM DEVELOPMENT & EDUCATION**

Developing a comprehensive Lead Service Line Replacement Program is a crucial first step for any utility to begin addressing the requirements set forth under the Illinois Lead Service Replacement and Notification Act and can serve as an operations playbook to handle every step of the process to ensure both compliance and consistency. Specifically, Baxter & Woodman can help the City develop its Lead Service Line Replacement Program, which would include the following:

1. Prepare and present a PowerPoint presentation to one (1) City Council Meeting to review the Act's requirements, summarize the timeline of requirements, and begin developing a Lead Service Line Replacement Program. The presentation is designed to create a consensus among City Council staff, assist with decision making on critical paths for the Program and prepare for uniform public engagement efforts.

Due to the potential for changing federal and state laws, this Task is solely based on the Illinois Lead Service Replacement and Notification Act, which was signed into law on January 1, 2022. Any changes to the State and/or Federal laws may require an amendment to this Task to provide revisions to the program. All submissions to meet State and Federal deadlines will be handled by the City.

### **TASK 2 – WATER SERVICE LINE MATERIAL INVENTORY DEVELOPMENT AND ASSISTANCE**

Under the Act, all utilities are required to submit an Initial and a Completed Water Service Line Material Inventory by April 15, 2023, and **April 15, 2024**, respectively. The intent of the Initial Inventory is to review the City's existing information to populate the known and confirmed service material types and account for the number of potential unknowns. By the Completed Inventory, any remaining unknown service lines will be considered as lead and be subject to the same requirements of a lead service line until they are either replaced or identified to be non-lead.

Using a multi-phased approach, Baxter & Woodman will assist the City with identifying each water service line material. Baxter & Woodman's assistance will include the following:

**PHASE 1 – EXISTING WATER SERVICE INFORMATION EVALUATION:**

1. Conduct one (1) virtual meeting to discuss any existing information available with key City staff, including any data related to water system services, historical records, permits, meter replacement programs, as-built drawings, etc.

Existing information related to services must be provided to Baxter & Woodman in an Esri compatible format, such as Excel, .CSV, .gdb, etc. Any work required to review or scan and digitize physical copies of information may require an amendment to this Task.

2. Baxter & Woodman will develop a comprehensive Water Service Line Material Inventory dataset utilizing ArcGIS Tools. The dataset will include capture the following information (when available):
  - a. Illinois State-required Water Service Line Material Inventory information:
    - i. Unique Location identifier (i.e., parcel number, account number, address, etc.)
    - ii. Customer-owned (Private side) material classification
    - iii. Public City-owned (Public side) material classification
    - iv. Entire service material classification (i.e., lead vs. non-lead)
  - b. Illinois State-required Lead Service Line Replacement Plan information:
    - i. Sensitive/High-Risk Population (i.e., preschools, day cares, hospitals, etc.)
  - c. Additional recommended information to be collected, if available/feasible:
    - i. Service line diameter size
    - ii. Installation Year
    - iii. Method of material confirmation for both the Private and Public side (i.e., visual inspection, historical records, etc.)
    - iv. Water meter model/type
    - v. Photo of the service line installation
    - vi. General notes related to the condition of the service and surrounding space
3. Our team will integrate any existing compatible digital information provided by the City into the Water Service Line Material Inventory dataset to serve as the City's Water Service Line Material Inventory. This database will track all necessary data fields related to a water service line in order to meet the Water Service Line Material Inventory submittals.
4. Baxter & Woodman will work with City staff to identify outstanding area locations where water service line material classification is unknown or information is unable to be verified. These identified unknowns will be included as a part of Phase 2.

**PHASE 2 – MATERIAL INFORMATION SURVEY AND DATA COLLECTION:**

1. Baxter & Woodman will use a Web-based Esri Field Application that can be utilized to survey residents, City personnel, or City-approved contractors on cellular/wireless enabled smart devices and desktop computers. The Application will allow users to directly submit information related to the private-side water service line. The purpose of this Application is to collect available field-information to reduce in-home inspections and the total number of remaining unknown material classifications.
2. Submissions of private-side water services by non-City personnel will be flagged and marked for review and verification by Baxter & Woodman staff. Baxter & Woodman will monitor the status of submissions and the database and will integrate collected data into the Water Service Line database upon data verification by Baxter & Woodman weekly. If the City maintains an Esri ArcGIS Online Account, Baxter & Woodman will share the submittal status.

The information collected during this effort will be provided in a database to the City for inclusion into the City's existing GIS (if available) on a monthly basis.

3. Develop a Water Service Material Information Request Letter for outstanding unknown material service lines for City review and utilization. A final copy of the letter will be mailed by the City to the customer addresses tied to the unknown material service lines.
4. Develop a follow-up Water Service Material Information Request for unresponsive locations to be mailed by the City to nonresponsive customer addresses tied to unknown material service lines.

*PHASE 3 of the Water Service Material Identification Program (not included under this scope and fee) will address the remaining unknown water service materials not identified as a part of Phase 1 and 2. Additional follow-ups to residents and home inspections will be used to finalize the remaining unknowns. This level of effort will depend on remaining unknowns and an amendment to this proposal can be provided.*

**TASK 3 – MATERIAL INVENTORY WEB-BASED MAP**

Baxter & Woodman will create a public facing water service Web-based map utilizing industry standard Esri Technology. This map will allow the public to view the material classification of water service lines for both the Public and Private side of the service. This map also enables the City to refer its customers to the webpage to review whether or not there's a lead service line, as well as

encouraging its residents to assist in providing information through the Esri Field Application to mitigate the total number of unknown material services.

1. City Requirements:
  - a. Existing Water Service Line Material Inventory database (shapefile):
    - i. At a minimum, the data must include GPS coordinates, County Parcel, or customer address
    - ii. Differentiation of Water Service Material Classification between Public and Private Side
2. Material Inventory Web-Based Map
  - a. Baxter & Woodman will host the City's GIS data with a map overlay to produce an interactive web-based interface portal that will allow the City and its customers to interact with the hosted data.
  - b. Compile all of the relevant data to be shown on the web-based map, specifically:
    - i. Customer's Address
    - ii. Public-side Material
    - iii. Private-side Material

#### **TASK 4 – LEAD SERVICE LINE REPLACEMENT PLAN**

In addition to the Water Service Line Material Inventory, the City will be required to prepare a Lead Service Line Replacement Plan. A draft Plan is required to be submitted to the State by **April 15, 2024**, and will outline the key steps in handling the replacement of unknown, suspected, and known lead service lines, identify funding sources, and prepare procedures for handling the public education, notification, and outreach required to complete the Plan.

The City will be required to submit updates to the Plan annually, culminating in a Final Lead Service Line Replacement Plan to the State by April 15, 2027. The total number of lead service lines, including any suspected or unknown services after the submittal of the Final Water Service Line Material Inventory, will be used to determine the percentage of service lines to be replaced per year, and the length of time the City will have to replace all its lead service lines. In the event a customer refuses entry to the City, a signed waiver must be obtained and submitted to the IDPH and will satisfy the City's obligations under the Act for that specific customer.

Baxter & Woodman will complete the following items under this Task:

1. Conduct up to two (2) virtual meetings with key staff at times during the preparation of the Draft Lead Service Line Replacement Plan to discuss, review, and provide recommendations pertaining to the Plan.

2. Prepare a Lead Service Replacement Plan draft utilizing the City's existing information including existing policies, ordinances, Water Service Line Material Inventory, and any other relevant items including identified funding mechanisms. In accordance with the state and federal laws, the Plan will include the following sections at a minimum:
  - a. General Background and Purpose
  - b. Inventory and Assessment of Lead Service Lines, including mapping of lead service lines
    - i. City will need to provide a geodatabase or excel spreadsheet of their water service line material inventory.
  - c. Planning and Prioritization of Replacements, including:
    - i. Develop criteria for prioritization with priority given to high-risk facilities and sensitive sub-populations.
    - ii. Develop replacement schedule that considers upcoming Capital Improvement Programs, areas with increased watermain breaks, and the state's required rate of replacement starting in 2027.
  - d. Analysis of Costs and Financing Options
    - i. Develop replacement cost estimates, including design and construction engineering.
    - ii. Assess City financing options, including state funding opportunities, available grant opportunities, and/or how best to leverage local funds.
    - iii. Assess strategies to accommodate customers, such as cost sharing programs.
  - e. Notification and Outreach Efforts
    - i. Develop strategies to engage customers and encourage participation in the Lead Service Line Replacement (LSL) Program.
  - f. Implementation of LSL Replacements
    - i. Develop criteria for executing replacements to be used in future design and construction efforts.
  - g. Monitoring and reporting of replacements
  - h. Contingency Planning, including:
    - i. Delays in rate of replacements
    - ii. Response to unexpected lead service lines
    - iii. Considerations for possible funding shortfalls
3. Prepare and present a PowerPoint presentation to one (1) City Council Meeting, sharing highlights of the Program.

*This Task is intended to provide a comprehensive Lead Service Line Replacement Plan that will be ready for the Draft submittal requirement by **April 15, 2024**. This Task does not include on-going*

*support beyond this date at this time but could be provided through Amendments on an as-needed basis.*

#### **TASK 5 – PUBLIC EDUCATION AND NOTIFICATION STRATEGY DEVELOPMENT**

As a part of the Act, the City is required to provide notification and educational content to its customers who may be affected by lead service lines. The following scope items are designed to meet these requirements and assist the City in navigating the various scheduling and documentation requirements as a part of this effort.

1. Assist the City in preparing public education content that informs its customers regarding the Lead Service Line Replacement Program and meets all of the minimum State and Federal requirements. The content will include the following items:
  - a. Lead Service Inventory and Replacement Program Brochure (PDF)
  - b. Frequently Asked Questions about Lead Document (PDF)
  - c. Information Graphics for Water Service Line Locations and Ownership (PNG)
  - d. Lead Service Line Material Testing Document (PDF)
  - e. Reference content for City webpage, including required Federal and State information, including recommended language, wording, and reference websites
  - f. Lead Service Line Video
    - i. Is Your Water Service Lead – How Do I Check For Lead (show Magnet & Scratch Test) (3:40 duration)
2. The City is required to issue a series of public notifications associated with construction efforts for water main replacement and lead service line replacements. Assist the City in developing the public notification templates and meeting requirements associated with the Act.

*The scope of work outlined under this Task assumes that the City will be responsible for the print, postage, and delivery of any notifications issued to its customers.*

#### **ADDITIONAL SERVICES NOT INCLUDED**

- Gathering and compiling of existing City records
- Submissions of Required Documents to IEPA
- Printing and sending of Educational Content and Notification Letters
- Scheduling and performing home/business inspections
- IEPA Loan Application and/or Loan Management





**CONSULTING SERVICES FEES**

The Owner shall pay the Engineer for the services performed or furnished based upon the Engineer’s standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, including travel, is not to exceed **\$42,900**.

The attached Standard Terms and Conditions apply to this proposal. Please sign and return one copy for our files if you find this proposal acceptable. Please contact Kaitlin Wright, 815-444-3256 or [kwright@baxterwoodman.com](mailto:kwright@baxterwoodman.com) if you have any questions or need additional information. If this Proposal is acceptable, **please sign and return one copy for our files**.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

Carolyn Grieves, PE  
Vice President

Attachment

**CITY OF PLANO, ILLINOIS**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

**Owner's Responsibility** – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

**Opinion of Probable Construction Costs** - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

**Standards of Performance** – (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

**Use of Documents** - All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW's document retention policy after Project closeout.

**Successors, Assigns, and Beneficiaries** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

**Miscellaneous Provisions** - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.