

**RECORD OF MOTIONS AND VOTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, April 9, 2012.

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

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Judy Stearns, Mboka Mwilambwe, Bernard Anderson, David Sage, Robert Fazzini, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

Alderman absent: Jennifer McDade.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

PUBLIC COMMENT: Mayor Stockton opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Carl Woodward, 1707 Clearwater, addressed the Council. He was employed in financial business. He complimented the City's Finance Department staff. He cited the two (2) new positions contained in the proposed Fiscal Year, (FY), 2013 budget. The Council needed to watch expenses. He cited the cost of pensions and health care. If new positions were added, then the Council needed to reduce expenses elsewhere. The Council was not being responsible to future generations. The City operated on a pay as you go system. It was behind in its obligations. The Council needed to raise the refuse fee by \$4 because in his opinion the City was broke. He also cited the state's financial situation. The City needed to reduce staff and fund the pensions. He thanked the Council for the opportunity to address them.

Phil Boulds, 1 Palm Ct., addressed the Council. He also addressed the proposed FY 2013 budget. His concern addressed water meters. He noted the \$6.2 million cost for the new automated water meter reading system. It would take twenty (20) years for the City to break even. The City needed to retain its water meter reading staff. He also believed that there were health risks with the proposed system. He cited radiation and carcinogenics. The levels and limits were unknown. Additional research was needed.

Tom Kirk, 1010 Old Farm Rd., addressed the Council. He informed them that he was the co-owner of Henson's Disposal. Henson's currently charged \$21.50 per month for residential refuse collection. He addressed the proposed refuse fee increase. He noted the

cost of refuse collection equipment. The City was in a catch up mode. Dollars were being spent on repairs. New equipment would result in more productive employees. The automated systems were designed to accept the ninety-six (96) gallon toters. The refuse fee should be based upon the service provided. He added that the largest expense was each individual stop. The Council should consider eliminating bulk pickup. It was expensive but necessary service. Recycling diverted refuse from the landfill. The local landfill would be at capacity in four (4) years. Landfills are the taxpayers' responsibility. The City needed to divert refuse to recycling where possible.

Mike Fitzgerald, 1805 Dunraven, addressed the Council. The budget would be adopted in two (2) weeks and fee increases were included. The City needed to determine the cost per household and work back to a fee. Additional information should be available by April 23, 2012. The Council would adopt the FY 2013 budget at this meeting. Little time was given to important decisions. He had reviewed the proposed budget and recommended \$500,000 in expenditure reductions. The Council needed to make well informed decisions.

Alton Franklin, 508 Patterson Dr., addressed the Council. He had attended the March 31, 2012 Budget Work Session. The Council needed to employ appropriate reasoning. Revenue was generated from taxes and fees. Funds were appropriated through the budget process. The Council supported the ideas of gateways but opposed an extension to Constitution Trail. The Bloomington Center for the Performing Arts would receive a \$400,000 subsidy this year but maybe not next year. The Council needed to determine what appropriate City services were. The City needed to do what was required before addressing wants.

Alderman Fruin read the same statement that appeared on the August 23, 2010 Council meeting prior to voting.

The following was presented:

SUBJECT: Council Proceedings of March 26, 2012

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of March 26, 2012 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of 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:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the reading of the minutes of the previous Council Meeting of March 26, 2012 be dispensed with and the minutes approved as printed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on Thursday, April 5, 2012 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Rich Hentschel
Interim Director of Finance

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Practice Ammunition for Police Department

RECOMMENDATION: That the purchase of practice handgun and rifle ammunition utilizing the State of Illinois Joint Purchasing Contract for 100,000 rounds of ammunition from Ray O'Herron Inc. in the amount of \$21,800 and for 84,000 rounds of ammunition from Grace Ammo LLC in the amount of \$28,094.86 be approved, and the Purchasing Agent be authorized to issue Purchase Orders for the same.

BACKGROUND: The Police Department currently needs to restock handgun ammunition for qualification and practice purposes. The State requires that each officer demonstrate that they are proficient with the handgun they carry for use as a Police Officer. The current standard requires that the officer "qualify" yearly under daylight and dim light conditions. The ammunition is needed for outdoor and indoor practice.

Ammunition is purchased for mandated State qualification requirements which require the officer to complete fifty (50) rounds yearly (50 rounds x 130 officers = 6,500 rounds.) The SWAT team practices once a month at the range, qualifies twice a year, and the team consists of fifteen (15) members. Between the different weapon platforms, handgun and rifle, the SWAT team uses 36,500 rounds annually. Later this year, the Police Department is purchasing new handguns. This will require each officer to qualify with the new weapon which means an additional 6,500 rounds will be expended.

This ammunition is currently available through the State of Illinois Joint Purchasing Contract, (Contract #4016870/4016871). 100,000 rounds of ammunition for outdoor practice will be purchased from Ray O'Herron Inc. in the amount of \$21,800, and 84,000 rounds for indoor and outdoor rifle practice will be purchased from Grace Ammo, LLC in the amount of \$28,094.86. The total cost of these purchases is \$49,894.86. Two (2) vendors have been selected due to the

awards granted under state contract. Each type of ammunition was bid separately. O'Herron, Inc. and Grace Ammo, LLC were awarded the contract for these specific types of ammunition.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The Police Department has budgeted \$50,000.00 for purchasing ammunition. This will be the last year for these contracts, as the prices of ammunition has been predicted to increase substantially. In anticipation of the expected price increase, the Police Department has elected to purchase two (2) years of expected ammunition usage at the current rates.

The funds for this purchase were contained in the Fiscal Year 2012 budget and are available in line 10015110-71990.

Respectfully submitted for Council consideration.

Reviewed by:

Kim Nicholson
Purchasing Agent

Prepared by:

Randall D. McKinley
Chief of Police

Financial review by:

Tim Ervin
Performance Auditor/Budget Mngr.

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the purchase of practice handgun and rifle ammunition utilizing the State of Illinois Joint Purchasing Contract for 100,000 rounds of ammunition from Ray O'Herron Inc. in the amount of \$21,800 and for 84,000 rounds of ammunition from Grace Ammo LLC in the amount of \$28,094.86 be approved, and the Purchasing Agent be authorized to issue Purchase Orders for the same.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment to Springbrook, Inc. for Annual Software Maintenance for Water Billing Software

RECOMMENDATION: That the payment to Springbrook, Inc. for the annual software maintenance costs for the period of May 1, 2012 to April 30, 2013, for the Water Department's billing software in the amount of \$26,968.99, be approved and the Purchasing Agent be authorized to issue a Purchase Order.

BACKGROUND: The Water Department has utilized Springbrook software for water billing since 2001. This software has been regularly updated and is functional. In May, 2008 Staff requested permission to purchase the on-line bill payment module, which was purchased and is currently in use. This payment includes the traditional maintenance costs and the additional maintenance costs for the on-line bill payment module. The software maintenance is continuous. If the annual software maintenance invoice is not paid, any problems with the software would need to be paid on a full cost basis and on the timetable of the vendor. This could lead to failures or delays in the billing system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This annual maintenance cost of \$26,968.99 has been budgeted from account 50100110-70690 (Water Department, Administration and General Division, Other Purchased Services).

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Craig M. Cummings
Director of Water

Rich Hentschel
Interim Director of Finance

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the payment to Springbrook, Inc. for the annual software maintenance costs for the period of May 1, 2012 to April 30, 2013, for the Water Department's billing software in the amount of \$26,968.99, be approved and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: The Purchase of Proprietary Line Stop Equipment

RECOMMENDATION: That the purchase of proprietary line stop equipment from Hydra-Stop, a division of ADS, LLC, in the amount of \$41,682 be approved, and the Purchasing Agent be authorized to issue a Purchase Order.

BACKGROUND: The Water Department Distribution Division is responsible for the operation and maintenance of approximately 350 miles of water distribution piping and the related appurtenances. These include main line valves, fire hydrants, fire hydrant valves and service lines. There are approximately 15,000 main line and fire hydrant valves, located throughout the system. Some of these valves date back to the 1880's. Main line valves, being mechanical in nature, require maintenance from time to time. They need to be exercised on a routine basis to ensure that they are operational and to remove accumulated corrosion. Main line valves manufactured before the 1980's, typically did not have internal coatings to minimize corrosion. Main line valves are manufactured from iron and therefore the internal components are particularly susceptible to corrosion because those components are in constant contact with water.

The Water Department is beginning on a program of operating all the main line and fire hydrant valves in the water distribution system. This program was started as a pilot in 2012. This pilot program plus previous experience has shown that a certain number of valves will break while being operated. When a main line or fire hydrant valve is broken, the next main line valve along the water main must be used to isolate the water flow to that area. It is common for multiple valves along a specific length of water main to malfunction because the valves are the same age and possibly quite old. Also, the valves most likely suffered from the same lack of attention through the years.

If a second (2nd) or third (3rd) valve in line should break, the shut-down area may become too large to be practical in order to repair the original valve. In this case, an intermediate line stop would be advisable to minimize the area of service interruption.

A line stop is a temporary device for interrupting the flow of water in a water main. The equipment comes in various sizes for different diameter water mains. The equipment is able to isolate the water flow while the water main is still in operation. A Hydra-Stop clamp is attached to the water main near the malfunctioning valve, a hole is drilled into the water main, a temporary "stopper" is inserted, the repairs are made to the affected valve, the stopper is removed and the Hydra-Stop clamp is permanently sealed. Staff has used this equipment several times in the past and has been impressed with its capabilities. Unfortunately, each time the staff has used the equipment; it has been graciously lent by the Town of Normal Water Department.

Since the Bloomington Water Department anticipates conducting more line stops with its valve maintenance program and each line stop adds wear and tear to the equipment (particularly the cutter shells which cut through the iron pipe), it is appropriate to purchase our own equipment.

The Hydra-Stop equipment will be purchased to line stop water mains of four feet (4"), six feet (6"), eight feet (8"), ten feet (10") and twelve (12") diameter. The line stop equipment is an added tool and would be invaluable in starting a valve operation, maintenance and replacement program, minimizing customer outages and reducing the costs for valve replacements. Hydra-Stop invented this technology and has the only equipment of its kind.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The purchase of this equipment in the amount of \$41,682 has been budgeted in the 2011/12 Water Department budget. Payment for the service would be made from funds in the Water Department Capital Equipment Funds, Account # 50100120-72140.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Craig M. Cummings
Director of Water

Rich Hentschel
Interim Director of Finance

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the purchase of proprietary line stop equipment from Hydra-Stop, a division of ADS, LLC, in the amount of \$41,682 be approved, and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for a Fourteen (14) Passenger Bus for the Parks, Recreation and Cultural Arts Department

RECOMMENDATION: That the bid for a Fourteen (14) Passenger Bus for the Parks, Recreation and Cultural Arts Department be awarded to Midwest Transit Equipment, Inc., Kankakee IL, for 2012 Ford E450, Gas Engine, Chassis with an Elkart Coach ECII Body, in the amount of \$39,589, and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: The Parks, Recreation and Cultural Arts Department currently has a 2005 Ford E450 Chassis with a fourteen (14) Passenger Eldorado Bus Body. This unit, which was purchased new in 2005, currently has over 99,000 miles, and is scheduled for replacement in Fiscal Year (FY) 2012. In the past year this unit has had the injector pressure sensor fail on a trip to Michigan requiring alternate transportation while it was in the shop for repairs. There have been other problems such as the wheel chair lift has failed while in use, the injector control module has failed, the walk in door has started to rust out, and body moldings are starting to come loose. The new unit has a V-10 cylinder, 6.8 liter gasoline engine which has been more reliable than its diesel counterpart. This type of engine is not the same as the City ambulances which have required replacement. In addition, the 14 passenger van is driven in a different manner than the ambulances which will prolong the life of the engine.

The vehicle is primarily used for the Special Opportunities Available in Recreation (SOAR) program. Individuals involved in the SOAR program have disabilities, with some of the participants using wheelchairs, so a wheelchair lift is a necessity. In addition to in town transportation for SOAR programs, the van is used to transport SOAR athletes to out of town Special Olympics competitions and special events. It is common for SOAR to utilize the van four to five (4 – 5) days each week.

If the van is not being utilized for the SOAR program, other divisions within Parks, Recreation and Cultural Arts Department use it for both local and out of town programs. The Department's FY 2012 Budget has \$53,000 budgeted for replacement of this unit. The old unit will be disposed of as a trade-in on this bid.

Sealed bids for One 14 Passenger Bus for the Parks, Recreation and Cultural Arts Department were received until March 23, 2012 at 11:30 a.m. At that time sealed bids were opened and publicly read. The results of the sealed bids are as follows:

| Vendor | Location | Addendum | Bid New Unit | Trade-in Amount | Total Bid |
|--------------------------------|----------------------|-----------------|---------------------|------------------------|------------------|
| Midwest Transit, Inc. | Kankakee, IL | Yes | \$50,289 | \$10,700 | \$39,589 |
| Shepard Bros. | Cinti, OH | Yes | \$54,141 | \$500 | \$53,641 |
| Bus Service, Inc. | Canal Winchester, OH | Yes | \$54,240 | \$6,000 | \$48,240 |
| Central States Bus Sales, Inc. | Big Rock, IL | No | \$50,675 | \$8,200 | \$42,475 |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An Invitation to Bid was placed in the Pantagraph on March 12, 2012 and was available on the City's web site. Four (4) bids were received.

FINANCIAL IMPACT: The Parks, Recreation and Cultural Arts Department SOAR Division Fiscal Year 2012 Budget 20600600-72130 has \$53,000 budgeted for replacement of this unit.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Jim Karch
Director of Public Works

Rich Hentschel
Interim Director of Finance

Reviewed by:

Reviewed By:

Recommended by:

John Kennedy
Director Parks, Recreation &
Cultural Arts

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the bid for a fourteen (14) passenger bus for the Parks, Recreation and Cultural Arts Department be awarded to Midwest Transit Equipment, Inc., Kankakee IL, for a 2012 Ford E450 Chassis with an Elkhart Coach ECII Body in the amount of \$39,589, and the Purchasing Agent be authorized to issue a Purchase Order for same.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bid for Moving Light LED Lighting System for the Bloomington Center for the Performing Arts (BCPA)

RECOMMENDATION: That the bid for twenty (20) LED Moving lighting fixtures for the BCPA be awarded to JR Lighting Design, Inc., Orland Park, IL, in the amount of \$60,500 and the Purchasing Agent be authorized to issue a Purchase Order.

BACKGROUND: The BCPA is replacing stage lighting equipment to support public performances planned at the BCPA.

Sealed bids for Moving Light LED lighting system were received in the office of the City Clerk until March 27, 2012 at 11:15 AM. At that time sealed bids were opened and publicly read. The results of the sealed bids are:

| FIRM | LOCATION | PRICE |
|----------------------------------|-----------------|--------------|
| JR Lighting Design Inc. ** | Orland Park, IL | \$60,500.00 |
| Upstaging Inc. | Chicago, IL | \$67,904.25 |
| Mainstage Theatrical Supply Inc. | Milwaukee, WI | \$69,740.00 |

**Recommended Bidder

The BCPA's existing lighting system is like other equipment in that it becomes outdated as new technologies are added to the market and the technical demands of the productions presented at the BCPA evolve with new technology.

Staff recommends the purchase of 15 (fifteen) Volkslicht Zoom and 5 (five) Impression One, LED Moving fixtures. These are new lighting fixtures to the market, and will meet the technical demands required of our touring artists. The new system will not only improve the quality of the events presented at the BCPA and meet artist demands, but will in time save the Center significant money in electrical and rental costs over the next several years.

Moving lights are becoming an industry standard and the BCPA has requests for these lights for approximately twenty-five percent (25%) of all events. Staff has been removing use of these lights from contracts due to high rental costs, renting only when these specific lights are mandatory to an artist contract. However, as this technology is now the industry standard, these types of lights are becoming mandatory for many of the events we present, including for recent performances by Rockapella and the B-52's. Rental cost for a full moving light package is approximately \$4,000 per event, so lights have only been rented when absolutely necessary. Many artists have begrudgingly agreed to work without updated lighting capabilities. In order to keep attracting top names in the performing arts to the BCPA, we will need to update our system.

Used equipment of this variety is not yet available for purchase. The lighting fixtures are new technology and will easily provide for the BCPA's growth and needs for the next six (6) years. The LED light fixture will also interface with the new ION light board recently purchased in Fiscal Year 2012. The ION light board allows staff the ability to operate distinctive moving LED lights. No additional new equipment will need to be purchased in order to make these lights operational.

The new LED lights also offer significant financial savings to the BCPA in material and electricity costs. These LED lights offer a ninety percent (90%) energy savings per instrument, plus additional savings in labor, gels, and dimmers, because they can replicate the colors, focus and light intensity automatically. This work currently requires a crew of three (3), but will now be completed by a crew of one (1). Switching the BCPA lighting system entirely over to LED

fixtures will ultimately save the BCPA as much as \$4,000 annually in energy, supplies, and rental costs.

Based on future energy savings and rental costs, we believe the costs for this purchase would be recovered within six to eight (6 – 8) years. Staff will also apply for energy rebates which may be available through the Illinois Department of Commerce & Economic Opportunity (DCEO) Public Sector Energy Efficiency program.

The BCPA's current light fixtures will be kept in the BCPA's equipment inventory and used for outdoor concerts at Lincoln Park and Miller Park. The outdoor concerts do not require the same technical demands and there is a greater risk for damage to equipment that is used outside. Staff believes the replaced fixtures should satisfactorily meet the needs of outdoor performances and minimize the risk to the BCPA's prime equipment and programs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An Invitation to Bid was placed in the Pantagraph on March 14, 2012 and was available on the City's web site. Five (5) bid packages were mailed to prospective bidders. Three (3) bids were returned.

FINANCIAL IMPACT: Funds for this \$60,500 purchase were budgeted in BCPA account X211101-72120 and X211101-72140 in the amount of \$66,000. The April 30, 2011 fund balance was approximately \$1,061,074; however \$960,000 of this fund balance is restricted to the Creativity Center project.

Respectfully submitted for Council consideration.

Prepared by:

Joel Aalberts
Performing Arts Manager

Reviewed by:

Kim Nicholson
Purchasing Agent

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Reviewed by:

John R. Kennedy, Director
Parks, Recreation & Cultural Arts

Financial review by:

Tim Ervin
Performance Auditor/Budget Mngr.

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the bid for twenty (20) LED Moving lighting fixtures for the BCPA be awarded to JR Lighting Design, Inc.,

Orland Park, IL, in the amount of \$60,500 and the Purchasing Agent be authorized to issue a Purchase Order for same.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Memorandum of Agreement (MOA) between the Environmental Defense Fund (EDF), the Illinois Chapter of The Nature Conservancy (TNC) and the City of Bloomington (City)

RECOMMENDATION: That the Memorandum of Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: The purpose of this MOA is to identify partners, responsibilities and financial commitments to improve water quality by developing a wetland in the Lake Bloomington watershed. This project will develop a new, voluntary, incentive-based program to help farmers and agricultural landowners install wetlands in strategic locations to filter agricultural drainage water. These agricultural drainage water treatment (ADWT) wetlands will help capture and remove nitrates and sediment from water flowing from tile drains before it reaches the feeder streams in the watershed and eventually the Lake Bloomington reservoir. Wetlands are, in a way, nature's own filters and they fit naturally in the landscape, providing beauty and recreation for landowners and important habitat for wildlife. They also serve as a long-lasting, highly cost-effective way to improve water quality for drinking and downstream wildlife.

At this time, there is not a direct financial commitment being requested from the City. However, there is an in-kind commitment of City resources for this project, such as laboratory testing and consulting. Staff believes that that commitment is manageable and worthwhile for the overall benefits this project can produce. Any direct financial commitment requested in the future would be brought before the Council for approval at that time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Funding will come from a variety of sources, with a major share from federal agricultural programs. The City will be providing some support, much of it as in-kind matching. The City will keep track of the time spent on watershed related activities.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Craig M. Cummings
Director of Water

Rich Hentschel
Interim Director of Finance

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

**Memorandum of Agreement between Environmental Defense Fund,
The Nature Conservancy, Illinois Chapter and
The City of Bloomington Water Department**

This Memorandum of Agreement is entered into by and between Environmental Defense Fund (EDF), the Illinois Chapter of The Nature Conservancy (TNC) and the City of Bloomington Water Department (Bloomington) (hereinafter “the Project Partners”) regarding the establishment of the Mackinaw Drinking Watersheds Project in the Sixmile Creek and Money Creek watersheds (hereinafter “the Project”). The purpose of this Memorandum of Agreement is to describe the major components of the Project and the Project Partners’ roles (there will be additional organizations partnering on this project but the Project Partners, for purposes of this Agreement, are EDF, TNC and Bloomington).

A. Project Description

The purpose of the Project is to improve water quality and protect the drinking water supply of the City of Bloomington by launching a new voluntary, incentive-based program to help farmers and agricultural landowners install wetlands in strategic locations to filter agricultural drainage water. These agricultural drainage water treatment (ADWT) wetlands will help capture and denitrify water from tile drains before it reaches drinking water reservoirs and the Mackinaw River, providing benefits not only to City of Bloomington’s water supply, but also to the Mississippi River and Gulf of Mexico. These wetlands fit naturally in the landscape – providing beauty and recreation for landowners and important habitat for wildlife, while serving as a long-lasting, highly cost-effective way to improve water quality for drinking and downstream wildlife.

Participants in the Project will enroll in the Conservation Reserve Program’s (CRP) Farmable Wetlands Program conservation practice for construction of ADWT wetlands (referred to as CP39). The USDA Farm Service Agency will provide participants with 15 years of annual CRP rental payments, 50% cost share for the cost of installing the wetland and seeding the wetland buffer, a 40% practice incentive payment equal to an additional 40% cost share, and a \$100 per acre signing incentive payment . The success of the Project, however, hinges upon using GIS and other tools to identify potential wetland sites that will provide the maximum degree of water

quality benefits; providing high-quality, proactive, one-on-one outreach to farmers and agricultural landowners with potential sites; and supplementing the CRP incentives by providing the remaining 10% cost share. Following the precedent set by the highly successful Iowa Conservation Reserve Enhancement Program (IA CREP) – the program that pioneered voluntary, incentive-based implementation of ADWT wetlands – the Partners are working to secure needed funds and provide participants with the option of no-out-of-pocket-cost, turnkey design and installation of these wetlands.

The three main partners in the Project, The Nature Conservancy, City of Bloomington, and Environmental Defense Fund, each bring decades of experience in water quality policy, program implementation, and scientific research at the local, state, and national levels. The success of this Project, however, will also depend on many other key partners, including farmers and agricultural landowners, McLean County and Town of Normal, universities, farm and conservation organizations, and local, state and federal agencies,.

B.Partner Roles

All three of the Project Partners will be involved in all aspects of the Project. The Project Partners have complementary strengths:

- TNC has been working on the conservation of nature in the Mackinaw River watershed for 20 years. In the last 10 years this work includes agricultural water quality research, outreach to producers, and operation of a demonstration farm that illustrates the effectiveness of headwater ADWT wetlands. TNC is now ready to apply this knowledge to improving drinking water quality in Money and Sixmile creeks;
- The City of Bloomington has worked for 30 years to protect drinking water supply, including collaborating on watershed planning for Evergreen Lake and Lake Bloomington watersheds and development and implementation of innovative conservation programs to achieve nutrient reductions and improve water quality in the Money Creek and Sixmile Creek watersheds. The City of Bloomington initiated and provided sole funding for the McLean County watershed conservationist, and today, partners with the Town of Normal and McLean County to provide expanded support.
- Bloomington and TNC have forged many long-standing relationships with key local partners that can be built upon to advance the Project. Only Bloomington is a member of the McLean County GIS Consortium.
- EDF has worked for decades to support farm bill conservation programs, including CRP. EDF has worked with many states and other partners on development, design and implementation of CRP initiatives, programs and initiatives, including the Illinois Conservation Reserve Enhancement Program, the Farmable Wetlands Program, and State Acres for Wildlife Enhancement (SAFE) programs. EDF also engages directly on farmer initiatives on the ground in Illinois and other Midwestern states.

The Project Partners believe that their complementary strengths will provide significant synergies for this Project. Accordingly, the paragraphs below indicate which Project Partner will serve as the lead organization on the respective Project components.

In addition, each of the Partner organizations agrees to track and record its in-kind contributions to the Project, including staff and consultant time, donated equipment and goods, and work products, such as copy for promotional brochures.

Program Development & Coordination: The Project Partners will share responsibility for addressing the central issues related to program development and coordination for this project. The Project Partners view these decisions as shared responsibility and are committed to pursuing a consensus-based approach to such central program development and coordination issues as:

- Program goals, objectives, and milestones;
- Program budget;
- Communication planning (public communication - not the farmer outreach);
- Addition of new partners and development of new partner roles; and
- Expansion of the program over time.

Targeting and Monitoring: TNC and Bloomington will be the lead partners, working with McLean County GIS Consortium, Iowa Department of Agriculture and Land Stewardship, University of Illinois at Urbana-Champaign, University of Iowa, and EDF, to select appropriate ADWT wetland parameters and use LIDAR remote sensing and other data to target wetland construction opportunities in the Sixmile Creek and Money Creek Watersheds. The Project Partners collectively will define monitoring protocols. TNC and Bloomington will be the lead partners in implementing nutrient/water quality monitoring at the inlet and outlet of representative wetlands and at appropriate locations on Sixmile Creek and Money Creek systems as funding becomes available. The Project Partners also plan to develop a targeting tool that is tailored to meet the unique water quality challenges of Money Creek and Sixmile Creek watersheds needs and includes a variety of conservation practices.

Government Relations: EDF will be the lead partner, for coordinating and advancing interactions and relationships with key and relevant government agencies. This includes setting up meetings/calls with agency partners, including Illinois Department of Natural Resources (IL DNR), USDA Farm Service (FSA), USDA Natural Resources Conservation Service, and other relevant state and federal agencies, such as the U.S. Environmental Protection Agency, Illinois Environmental Protection Agency, the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service. Where appropriate based on existing relationships, the Bloomington and TNC will take the lead in working with local partners, such as the McLean County Soil and Water Conservation District, McLean County GIS Consortium, watershed oversight committee, McLean County, Town of Normal and county and local governmental entities.

Outreach: The Project Partners will work together to find an appropriate organization(s) or individual(s) to conduct producer, landowner and public outreach starting in the first quarter of 2011. TNC and Bloomington will be the lead partners in training and supervising the outreach work with assistance from EDF.

Wetland Engineering/Construction/Cost-Share Revolving Fund: The Project Partners will work together to address wetland engineering and construction needs. Options being considered include: 1) using Project Funding to provide interested participant(s) with 100% of construction costs contingent upon assignment of CRP cost share and practice incentive payment to the

project partner that supplied the construction funding; 2) using Project Funding to provide 10% cost share for participants who are willing to provide the construction costs upfront and then receive 50% cost share and the 40% practice incentive payment reimbursement from FSA. [Note: Project Funding can be provided in excess of 10% cost share in cases in which FSA cost share and practice incentive payment do not add up to total 90% cost share]. These Project Funds may eventually be provided through a revolving fund but, regardless of whether a cost-share revolving fund exists or not, Project Funds will be committed only as funding becomes available.

Permanent Conservation Easements: EDF will be the lead Partner working with IL DNR and FSA to try to create an opportunity for Project participants to enroll the wetlands constructed under this project and associated wetland buffers in permanent conservation easements funded, administered and enforced by IL DNR (i.e., the Illinois CREP permanent easements).

Economic Analysis: EDF will be the lead partner on an analysis of the economic efficiency of an ADWT wetlands program in the Sixmile Creek and Money Creek watersheds to improve drinking water quality compared to the construction and operation of a nitrate removal facility at the Bloomington Lake water plant.

Budget/Grant Funding: EDF, TNC and Bloomington will jointly develop a general program budget for planning purposes. The three organizations will jointly discuss funding needs; determine which funding opportunities to pursue to fill those needs, and mutually agree upon which entity or entities will pursue each agreed upon funding opportunity. The other partners will provide assistance, as needed, to the partner or partners who are pursuing funding opportunities.

C. Duration

The Project Partners will review this Agreement annually. This Agreement remains in effect until it is terminated by the Project Partners in accordance with paragraph E. The Project Partners will also review the sufficiency of the level of communication between the Project Partners annually or more frequently, if requested by a Project Partner.

D. Work Product

Any work products generated for the Project by the Project Partners shall be the property of the Partner(s) who created the work product as well as the Partner(s) who funded the work.

E. Modification

This MOA can only be amended, modified, terminated or waived in writing and with mutual consent by the Project Partners.

F. Liability

Each of the parties is responsible only for its own actions, and there is no shared liability intended under this Agreement.

Agreed to as of the ____ day of _____, 2011.

Suzy Friedman, Deputy Director
Land, Water and Wildlife Program, Environmental Defense Fund

Leslee Spraggins, State Director
The Nature Conservancy in Illinois

Stephen F. Stockton, Mayor
City of Bloomington, Illinois

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Memorandum of Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to the Professional Services Agreement with Foth Infrastructure & Environment, LLC for Lafayette and Maple Street Reconstruction Project, Engineering Design Services and Supplemental Motor Fuel Tax (MFT) Resolution

RECOMMENDATION: That Change Order #5 to the Professional Services Agreement with Foth Infrastructure & Environment, LLC in the amount of \$12,500 be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolutions adopted.

BACKGROUND: This project is for the design of construction plans to reconstruct Lafayette St. from Maple St. to Morrissey St. and also to overlay Maple St. from Lafayette St. to Lincoln St. and Redwood Ave. from Maple St. to Morrissey St.

In addition, staff requested that the consultant budget time for minimal construction related information requests. Change Order #5 request is to approve the additional design fee necessary

to add the concrete pavement alternate (\$6,800) and to include time for information requests during construction (\$5,700), should it be necessary.

Currently, the City has obtained signed contracts for all necessary temporary easements and permanent right of way for the Lafayette St. project. The City's Corporation Counsel Office is facilitating the closings with land owners to obtain signed deeds, make payments, and file the documents with the County Recorder's Office. Construction plans are in a state of pre-final (99% completion). It is expected that the construction plans will be completed and the project bid in late winter to early spring 2013. Plans indicate construction to commence early in the 2013 season.

A timeline of the design work is as follows:

September 25, 2006 - Council approved a contract for Professional Services with Foth in the amount of \$120,000.00 for the design of pavement reconstruction of Lafayette Street from Maple to Morrissey and Maple Street from Lafayette to Beechwood, including a two (2) lane curb and gutter facility with a middle bi-directional turn lane on Lafayette, and a two (2) lane curb and gutter facility (no turn lane) on Maple.

August 27, 2007 - Council approved Change Order #1, in the amount of \$13,264.00, for Foth to provide a detailed drainage study and analysis of the capacity of the 54" storm sewer on Beechwood. It was found to be adequate to handle storm flow in the area, resulting in an estimated construction cost savings of \$275,000.00.

October 13, 2008 - Council approved Change Order #2, in the amount of \$30,000.00, for Foth to design the additional sewer mains recommended in the detailed drainage study. Foth then delivered preliminary plans to the City for final review. The project was put on hold at that time.

October 10, 2010 - Council approved Change Order #3 to finalize the plans and move forward with construction of the project. Along with updating the plans with current GIS and topographic data, a revision was made to the channel carrying storm water flow from Maple Street to the Baker-Ash Detention Basin, at an added design cost of \$9,200.00. Additionally, replacement of an old water main within the project limits was added to the project, at a design cost of \$22,700.00.

December 12, 2011 - Council approved Change Order #4 in the amount of \$15,500.00 to perform alternative designs related to the drainage channel west of Maple St. and to amend the plans to show Maple St. as an asphalt overlay project rather than reconstruction.

Current - Change Order # in the amount of \$12,500 to cover additional cost necessary to add a concrete pavement alternate to the construction plans, and to include construction related requests for information to Foth should it be necessary.

| FUND | Motor Fuel Tax (MFT) | Capital Improvement Fund (CIF) | Sewer Water Depreciation Fund (SWDF) | Water Depreciation Fund (WDF) | TOTAL |
|-------------------------------------|-----------------------------|---------------------------------------|---|--------------------------------------|------------------|
| Original Contract | \$90,000 | \$30,000 | | | \$120,000 |
| Change Order #1 8/27/2007 | | | \$13,264 | | \$ 13,264 |
| Change Order #2 10/13/2008 | \$30,000 | | | | \$ 30,000 |
| Change Order #3 10/25/2010 | \$ 9,200 | | | \$22,700 | \$ 31,900 |
| Change Order #4 12/12/2011 | \$ 6,700 | | \$ 8,800 | | \$ 15,500 |
| *Change Order #5 recommended | \$ 12,500 | | | | \$ 12,500 |
| Grand Total | \$148,400 | \$30,000 | \$22,064 | \$22,700 | \$223,164 |

Estimate of cost for construction for this project is as follows:

| | | |
|---|--------------------|-------------|
| Lafayette and Maple St. Reconstruction: | \$1,800,000 | MFT Funds |
| Lafayette and Maple St. Water Main Replacement: | \$ 200,000 | Water Funds |
| Total: | \$2,000,000 | |

Funds are available in the MFT account and Water Budget for Pavement Reconstruction/Overlay and Water Main Replacement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: It is anticipated that prior to final plan approval, a public meeting will be held to discuss pre-final plans with interested citizens.

FINANCIAL IMPACT: The Professional Services Agreement with Foth Infrastructure & Environment, LLC for the design of the Lafayette and Maple Street Reconstruction Project, needs to be increased, \$12,500 for total cost not to exceed of \$223,164. The \$12,500 is available in the current MFT account. A Supplemental MFT Resolution appropriating \$12,500 in MFT funds must also be adopted. Payment for this increase in design fee will be made from the MFT account as follows:

| | | |
|-------------------------|----------|----------------|
| MFT 2030-20300300-72530 | \$12,500 | Motor Fuel Tax |
|-------------------------|----------|----------------|

Respectfully submitted for Council consideration.

April 9, 2012

1261

Prepared by:

Financial review by:

Jim Karch
Director of Public Works

Timothy Ervin
Performance Auditor/Budget Mngr.

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

RESOLUTION NO. 2012 - 11

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$12,500 IN THE CONTRACT BETWEEN THE CITY OF
BLOOMINGTON AND FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
FOR LAFAYETTE ST. AND MAPLE ST. RECONSTRUCTION PROJECT,
ENGINEERING DESIGN SERVICES**

WHEREAS, the City of Bloomington has previously entered into a contract with Foth Infrastructure & Environment, LLC for Lafayette St. and Maple St. Reconstruction Project, Engineering Design Services; and

WHEREAS, it was necessary to revise the plans to include the concrete pavement alternate and the inclusion of time for information requests during construction; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 9, 2012 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$12,500 in the contract between the City of Bloomington and Foth Infrastructure & Environment, LLC for Lafayette St. and Maple St. Reconstruction Project be approved.

ADOPTED this 9th day of April, 2012.

APPROVED this 10th day of April, 2012.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

(RESOLUTION NO. 2012 – 12, RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE ON FILE IN CLERK’S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Fruin that Change Order #5 to the Professional Services Agreement with Foth Infrastructure & Environment, LLC in the amount of \$12,500 be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolutions adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Renewal of Towing Bid 10,000 GVW and Under to Joe’s Towing & Recovery

RECOMMENDATION: That the City exercise the third (3rd) Annual Renewal Option to the Towing Bid 10,000 GVW and Under to Joe’s Towing & Recovery for the period of one (1) year commencing May 1, 2012 and ending April 30, 2013.

BACKGROUND: A bid was let on March 5, 2009 for light duty towing. Two (2) bids were received on March 19, 2009. Brown’s Towing submitted a “No Bid” the other was from Joe’s Towing & Recovery. The specification was for towing, winching, and other miscellaneous services for City-owned cars, trucks and light equipment 10,000 GVW and under. The specifications also included Police ordered towing or relocation and storage of vehicles. The vendor must provide services as needed twenty-four (24) hours a day, 365 days per each awarded year. Joe’s Towing was awarded the bid on April 13, 2009. The bid was for one (1) year starting May 1, 2009 with annual renewals until April 30, 2014. This is the third of four (4) renewals. Staff was directed at that time to meet with towing companies that expressed interest but did not submit a bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff set up a meeting with towing vendors on April 9, 2009. Towing vendors expressed interest in the City setting up and maintaining two (2) rotational towing lists. One (1) list would cover City-owned vehicles and equipment and one (1) list would cover Police ordered towing. They suggested that the annual referral fee be dropped and that vehicles towed would be stored and disposed of at each

individual vendor’s lot. This would create increased workloads for staff, lost revenue, more difficult tracking of vehicles, and increased confusion for owner’s picking up their vehicles. Staff recommended that the towing vendors come together and put forth a proposal that meets the bid requirements. A letter was sent out November 12, 2009 inviting the following towing vendors to participate in a meeting to discuss the City’s towing bid with contact information for any questions they might have; Accurate Towing, Baird Towing, Brown’s Towing, Joe’s Towing, Redneck Towing, S&S Towing, Ralph’s Southtown Towing, Wink’s Towing, Absolute Towing, Lloyd’s Towing, and Walden Towing. The meeting was held on November 17, 2009. Joe’s Towing and Southtown Towing were the only vendors that attended the meeting. They did not have any recommended changes to the towing bid. Both meetings were attended by staff consisting of Public Works, Purchasing and Police Departments. No meeting was set up for this year as no one expressed any interest in a change to the towing contact at this time. Staff will be putting out a bid seeking a Towing Contractor when the current bid expires in Fiscal Year (FY) 2014 for the FY 2015.

FINANCIAL IMPACT: The term for the renewal is one (1) year beginning May 1, 2012 and ending April 30, 2013 with annual renewal options upon mutual agreement of both parties until April 30, 2014. The bid specifications require that the City not be charged for the following services:

| Description of Service | Amount |
|--|-----------------------|
| Towing of City owned cars and equipment under 10,000 GVW | No Charge to the City |
| Towing of other cars and equipment | No Charge to the City |
| Tire changes | No Charge to the City |
| Abandoned and impounded vehicle storage charge to the City | No Charge to the City |
| Storage of City owned vehicles | No Charge to the City |
| Power Starting or Jump Starting of City owned vehicles | No Charge to the City |

Additionally the bid includes the following:

| | |
|--|-------------|
| Services and the amounts for those services per bid from Joe’s Towing: | |
| Winching | \$50.00 |
| Outside City mileage rate | \$2.00/mile |
| Transport/tow vehicles to and from the BPD Range per round trip | \$50.00 |
| Vehicles for training purposes (one-time fee per vehicle) | \$0 |

Amount to be paid to the City of Bloomington per fiscal year:

| | |
|-----------------------|-----------------|
| Fiscal year 2010/2011 | <u>\$47,500</u> |
| Fiscal year 2011/2012 | <u>\$47,500</u> |
| Fiscal year 2012/2013 | <u>\$47,500</u> |
| Fiscal year 2013/2014 | <u>\$47,500</u> |

As a condition of towing bid, Joe’s Towing is required to pay the City an annual referral fee for receiving the tow referrals from the Police Department. This will include tows from accident scenes, Police Department arrests that require the vehicle to be towed and abandoned vehicles that the owner would retrieve. This payment will be made to the City upon issuance of the Purchase Order.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed by:

Jim Karch, PE CFM
Director of Public Works

Timothy Ervin
Performance Auditor/Budget Mngr.

Kim Nicholson
Purchasing Agent

Recommended by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that City exercise the third (3rd) Annual Renewal Option to the Towing Bid 10,000 GVW and Under to Joe's Towing & Recovery for the period of one (1) year commencing May 1, 2012 and ending April 30, 2013.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Renewal of Single Stream Recycling Material Processing Service Contract with Midwest Fiber

RECOMMENDATION: That the agreement with Midwest Fiber for single stream recycling material processing be renewed until May 1, 2013 and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Since May 2010, Midwest Fiber has completed an \$8 million single stream MRF (Materials Recycling Facility) on White Oak Rd. in Normal, IL. The facility's expansion has increased the local workforce by twenty-six (26) employees. The facility accepts single stream recycling material from throughout Central Illinois.

On September 26, 2011, the Council approved an agreement with Midwest Fiber to provide single stream recycling material processing service. The City continues to collect single stream recycle material from the curb throughout the City on a daily basis.

Staff has been very pleased with the service level and facility provided by Midwest Fiber over the last year and a half.

The contract also allows the City to extend the contract for one (1) year upon mutual agreement, as provided in the contract Section 7: Term: “This Agreement is for an initial term beginning October 1, 2011, and ending May 1, 2012. The contract can be extended after May 1, 2012, for a one (1) year period at the mutual consent of both parties. During an extended term of this Agreement, all of the terms and conditions of this Agreement, shall remain the same and continue in full force and effect.”

On March 12, 2012, the Council provided direction on both size and color for carts needed to fully implement the automated single stream recycling collection. The final impact on both volume of recycling material and amount of household participation is unknown, until the program starts. Once the program begins, staff will need to work out any issues and document participation. It is anticipated that the next Request for Proposal (RFP) prepared for the processing of single stream material will be a multi-year contract, as is industry standard. Staff is recommending that the City work through full automation of single stream recycling process before finalizing a multi-year contract. Further information on participation and volume has a potential impact on vendors and pricing provided to the City.

Based upon these factors, it is staff’s recommendation that the contract be extended for one (1) year with Midwest Fiber as mutually agreed upon.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Midwest Fiber.

FINANCIAL IMPACT: The contract is on a variable market rate for the payment of the recycling material collected. Under this contract, the City has been receiving payment for recycled material. Revenue received to date in FY12 is \$115,353.17. The revenue is budgeted at \$100,000 in the FY 2013 under Revenue Account Code (54404400-57990).

| Date | Single Stream Commodity, Rate per Ton |
|-----------------|--|
| April, 2011 | \$68.81 |
| May, 2011 | \$69.61 |
| June, 2011 | \$61.16 |
| July, 2011 | \$59.91 |
| August, 2011 | \$58.11 |
| September, 2011 | \$61.95 |
| October, 2011 | \$61.39 |
| November, 2011 | \$33.61 |
| December, 2011 | \$17.25 |
| January, 2012 | \$20.76 |
| February, 2012 | \$26.14 |
| March, 2012 | \$33.95 |

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

Jim Karch, PE CFM
Director of Public Works

Rich Hentschel
Interim Director of Finance

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the agreement with Midwest Fiber for single stream recycling material processing be renewed until May 1, 2013 and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement Regarding the Funding of a Soil Conservationist through the McLean County Soil and Water Conservation District

RECOMMENDATION: That the Intergovernmental Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: The Soil Conservationist position has been funded by the City Water Department for approximately eighteen (18) years. In 2009, a three (3) year agreement was approved by Council with the last year of that agreement Fiscal Year (FY) 2012 being funded at \$70,000, which is the same amount being requested for each of the next three (3) years.

This position has been indispensable to the Water Department. It acts as the City's liaison with producers in its drinking water reservoirs watersheds; provides grant writing to garner State, Federal and private foundation grant dollars; provides presentations to producers; provides presentations to various scientific groups; handles payments to producers in the watersheds; assists in writing of the City's watershed plans for both reservoirs; and assists in writing the Source Water Assessment for the reservoirs, in addition to numerous other tasks.

To date, the City has garnered over \$500,000 in competitive cash grants from the Sand County Foundation, a private foundation that funds watershed programs. In addition, the State has praised the City's watershed programs for soil protection efforts of which this position is a critical piece. The completion of the Source Water Assessment and the Total Maximum Daily Load process are part of the IEPA's approach to reducing pollutants in the City's drinking water reservoirs. Once the implementation plan for reducing pollutants in the reservoirs has been determined, grant dollars from the State and Federal government may be available for implementation efforts. A critical component to garnering grant dollars is the commitment to the implementation plan by the governmental entities and citizens in the watersheds of the reservoirs

Staff therefore respectfully requests that the Council authorize the entering into an Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District and the City of Bloomington for the funding of a soil conservationist through the McLean County Soil and Water Conservation District.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The City's commitment to this Intergovernmental Agreement in year one in the amount of \$70,000 is budgeted. The funding would be drawn from Water Department, Purification Division, Other Professional and Technical Services account (# 50100130- 70220). This cooperative effort would entail a commitment from the City Water Fund in the amount of \$70,000 per year for the three (3) year commitment.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

Craig M. Cummings
Director of Water

Rich Hentschel
Interim Director of Finance

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

AGREEMENT

This agreement is entered into as of this 1st day of October 2012, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, in include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of watershed management plans; 2) the performance of a watershed conservation education program for the City, Town and County; 3) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 4) the development and implementation of additional watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2012 and ends October 1, 2015.

C. Payment:

The City, Town and County shall pay the District the following amounts for services described in paragraph 2 and Appendix A:

- a. The first year of the agreement (2012) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2013), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2014), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- a. Provide watershed management and watershed conservation educational services to the City, Town and County as outlined in Appendix A.
- b. Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County Board Land Use Committee.
- c. Prepare five year updates to McLean County Watershed Management Plan as required.

E. Indemnification and Hold Harmless:

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties,

contractual or otherwise, losses, damages, costs, attorney’s fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney’s fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. Additional Agreements:

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

Stephen F. Stockton
City of Bloomington

Date: April 10, 2012

Town of Normal Date

County of McLean Date

McLean County Soil and Water Conservation District Date

APPENDIX A

The District shall provide the following services to the City, Town, and County:

- Promote agriculture practices in the Lake Bloomington and Evergreen Lake watersheds via SWCD newsletter and news releases.
- Work with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management.
- Promote Best Management Practices (BMP) such as waterways, filter strips, contour strips, nutrient management, no-till/strip-till, grade stabilization structures and stream bank stabilization, through available programs such as CRP and EQIP to producers in the Lake Bloomington and Evergreen Lake watersheds.
- Act as a liaison between and Sand County Foundation, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, U of I Extension and other community conservation groups.

- Help implement the County's storm water management plan in accordance with the U.S. Environmental Protection Agency's NPDES Phase II program regulations by providing public education/outreach on the following topics: Illicit Discharge Detection/Elimination, Construction Site Runoff Control, Post Construction Runoff Control and Pollution Prevention/Good Housekeeping.
- Serve as a technical resource for landowners/contractors on methods to achieve compliance with Phase II ordinances.
- Coordinate the development of a program to encourage and help facilitate the adoption of erosion & sediment control and stream buffer ordinances in small communities within the watersheds within the county.
- Coordinate and manage urban implementation strategies of the Evergreen Lake and Lake Bloomington Watershed Plans, and in particular, the contributing areas of Six Mile Creek and Money Creek immediately downstream of the Town of Normal by developing and management a program for stream water quality monitoring, sampling and data management including the preparation of estimates for installation and operation of proposed sampling stations and coordination of contracts, payments, data collection and retention and the distribution of information to all interested agencies.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Intergovernmental Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement with McLean County Board of Health for Animal Control Warden Services for the period of May 1, 2012 to April 30, 2012

RECOMMENDATION: That the Intergovernmental Agreement with McLean County Board of Health for Animal Warden Services, located at 9279 N. 1375 East Rd. be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: McLean County is not legally accountable to manage or provide animal control services in the City. The City has utilized the County's detention facility for animals and also contracted animal control services. Prior to the agreement, the Police Department maintained a full time Animal Control Officer. This agreement with the County is a more efficient means of providing this service.

For the past several years, an intergovernmental agreement has been in effect between the City and McLean County Board of Health whereby the Board of Health assumes all responsibilities for the duties of animal control on a twenty-four (24) hour basis within the corporate limits of the City and enforces all Illinois animal control laws and City ordinances relating to animals. Services and conditions are outlined in the intergovernmental agreement. The agreement reflects an increased annual cost from \$95,568 to \$97,476.

This intergovernmental agreement is renewable on a year to year basis and will be in effect from May 1, 2012 through April 30, 2013, and is renewable on May 1 of each year.

The following is a sample of the activities covered in this agreement for the previous calendar year:

| Activity | 2010 | 2011 |
|------------------------------|-------------|-------------|
| General On Call Activity | 477 | 432 |
| General Dog/Cat Complaint | 992 | 957 |
| Dead Animal Removal | 297 | 237 |
| Bite Investigations Activity | 681 | 719 |
| Complaint Letters Mailed | 61 | 92 |

Revenue received for this fiscal year through March 12, 2012, in animal release fees, totaled \$4,488.94.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This change will increase the budgeted amount for animal control services from \$95,568 to \$97,476. For Fiscal Year 2012, \$95,568 has been budgeted in line item 10015110-70990.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed as to legal sufficiency:

Randall D. McKinley
Chief of Police

Timothy Ervin
Performance Auditor/Budget Mngr.

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

AGREEMENT FOR ANIMAL CONTROL WARDEN SERVICES

This AGREEMENT for Animal Control Warden Service made this 1st day of May, 2012 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS, there is a need to respond to citizen and police requests for animal control services twenty-four hours (24) per day within the corporate limits of the MUNICIPALITY; and,

WHEREAS, there is a need to remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove wild animals from residential areas in situations where there is a potential rabies hazard, upon request from the MUNICIPALITY during these time periods; and,

WHEREAS, the BOARD OF HEALTH has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS, the BOARD OF HEALTH, by and through the McLean County Health Department, has been designated as the supervising and administrative agent to administer and oversee animal control functions as defined in the Illinois Animal Control Act and County ordinances enacted attendant thereto by the County of McLean; and,

WHEREAS, the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through its Animal Control Wardens;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That parties enter this AGREEMENT for the period May 1, 2012 through April 30, 2013.
2. That the BOARD OF HEALTH agrees as follows:
 - A. To provide contracted animal control services, twenty-four (24) hours per day within the corporate limits of the MUNICIPALITY, within a reasonable period of time;
 - B. To remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the

request of the MUNICIPALITY twenty-four (24) hours per day within a reasonable period of time;

- C. To remove dead animals from public right of way within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY, and removal of dead dogs and cats from private property within the corporate limits of the MUNICIPALITY when an owner is unknown, twenty-four (24) hours per day within a reasonable period of time providing the MUNICIPALITY provides a disposal site for said carcasses. When any dead animal, except a dog or cat with no known owner, shall be found on any private land in the MUNICIPALITY it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal;
- D. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be seized pursuant to warrants issued for enforcement of MUNICIPAL housing and/or zoning codes, and dogs and cats seized in the course of executing warrants for the arrest of the owners or persons having custody of such dogs and cats, which assistance shall be subject to the terms of paragraph B in Section 3;
- E. To remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal, upon request from the MUNICIPALITY twenty-four (24) hours day within the corporate limits of the MUNICIPALITY within a reasonable period of time. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper;
- F. To continue to collect and remit to the MUNICIPALITY all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8, Section 53 of the MUNICIPALITY'S ordinance governing animal and fowls;
- G. To provide the MUNICIPALITY written evidence, in a manner acceptable to the MUNICIPALITY, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement;
- H. To indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

3. That the MUNICIPALITY agrees as follows:

- A. To pay the BOARD OF HEALTH for such services ninety seven thousand four hundred seventy six dollars (\$97,476), payable as follows: eight thousand one hundred twenty three dollars (\$8,123) monthly beginning May 1, 2012, and continuing throughout the term of this agreement for the services described in paragraphs A, B, C, E, F, G, and H of Section 2;
- B. To pay the BOARD OF HEALTH forty five (\$45.00) dollars per hour per Warden for the services specified in paragraph D in Section 2. The MUNICIPALITY understands and agrees that the BOARD OF HEALTH shall not be obligated to provide such services and that any agreement to do so shall be dependent on the availability of staff and capacity at the Animal Control Center. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after the execution of a warrant as provided in paragraph D of Section 2 that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. Notice shall be given in writing within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms provided by the BOARD OF HEALTH;
- C. To indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies;
- D. To have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the BOARD OF HEALTH.

4. That the BOARD OF HEALTH and the MUNICIPALITY agree as follows:

- A. That this agreement may be terminated for any of the following reasons:
 - i. At the request of the MUNICIPALITY upon ninety (90) days written notice.
 - ii. At the request of the BOARD OF HEALTH upon ninety (90) days written notice.
- B. That in the event this Agreement is terminated prior to its expiration, then the MUNICIPALITY agrees to pay the BOARD OF HEALTH for any services outstanding rendered by the BOARD OF HEALTH.
- C. That this Agreement includes all of the agreements made by the BOARD OF HEALTH and the MUNICIPALITY without regard to any oral conversations

which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.

- D. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.
- E. That any issues pertaining to the sheltering of animals shall come under the Inter- Governmental Agreement for Animal Control Center Services.

CITY OF BLOOMINGTON

a Municipal Corporation,

By: Stephen F. Stockton
Mayor

Date: April 10, 2012

ATTEST:

By: Tracey Covert
Bloomington City Clerk

Date: April 10, 2012

McLEAN COUNTY BOARD OF HEALTH

By: Walter P. Howe
Director

Date: April 13, 2012

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Intergovernmental Agreement with McLean County Board of Health for Animal Warden Services be approved and the Mayor and City Clerk be authorized to execute the necessary documents

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement with McLean County Board of Health for Use of Animal Shelter for the period of May 1, 2012 to April 30, 2012

RECOMMENDATION: That the Intergovernmental Agreement with McLean County Board of Health for use of the Animal Shelter, located at 9279 N. 1375 East Rd., be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: McLean County is not legally accountable to manage or provide animal control services in the City. The City has utilized the County's detention facility for animals and also contracted animal control services. Prior to the agreement, the Police Department maintained a full time Animal Control Officer. This agreement with the County is a more efficient means of providing this service.

For the past several years the City and the McLean County Board of Health have entered into an intergovernmental agreement wherein the County Board of Health provides shelter for stray animals. The Town of Normal has a similar agreement. The existing contract expires April 30, 2012.

The proposed contract for the period May 1, 2012 through April 30, 2013 by the County Board of Health reflects a two percent (2%) increase, the annual cost for this service will go from \$33,492 to \$34,164. This agreement is renewable on a year to year basis and is renewable on May 1 each year.

The following is an example of performance measures covered by the agreement:

| Activity | 2010 | 2011 |
|---------------------------------|-------------|-------------|
| General Phone Calls / Questions | 3,786 | 5,338 |
| Reclaim Activity | 247 | 191 |
| Animals Accepted at the Center | 602 | 677 |
| Shelter Inquiries | 503 | 1,022 |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This change will increase the budgeted amount for animal shelter services from \$33,492 to \$34,164. This increase has been budgeted in line item 10015110-70990.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed as to legal sufficiency:

Randall D. McKinley
Chief of Police

Timothy Ervin
Performance Auditor/
Budget Mngr.

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May, 2012 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up by a McLean County Animal Control Officer or any other authorized representative of the MUNICIPALITY; and,

WHEREAS the MUNICIPALITY wishes to contract for prompt and quality shelter for stray or straying dogs and cats subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the BOARD OF HEALTH has the capacity to provide such services and will permit twenty-four (24) hour, seven (7) days per week access to the McLean County Animal Control Center; and,

WHEREAS the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the BOARD OF HEALTH and the MUNICIPALITY as follows:

1. The parties enter into this AGREEMENT for the period May 1, 2012 through April 30, 2013.
2. The BOARD OF HEALTH agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the MUNICIPALITY; b) dogs and cats seized by MUNICIPALITY law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of MUNICIPALITY housing and/or zoning codes;

and, d) dogs and cats summarily seized by MUNICIPALITY law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.

3. The BOARD OF HEALTH agrees to assist the MUNICIPALITY in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the MUNICIPALITY and providing within the Animal Control Center information and education materials to residents of the MUNICIPALITY concerning ordinances prohibiting dogs and cats from running at large.
4. The MUNICIPALITY agrees to pay to the BOARD OF HEALTH for such services thirty four thousand one hundred sixty four dollars (\$34,164) per year, payable as follows:
 - A. The monthly payment will be two thousand eight hundred forty seven dollars (\$2,847), beginning May 1, 2012 and continuing throughout the term of this AGREEMENT.
5. Payments for services rendered pursuant to this AGREEMENT will be made by the MUNICIPALITY to the BOARD OF HEALTH (payable to the McLean County Health Department) monthly no later than the 15th day of each month.
6. The BOARD OF HEALTH shall indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. The MUNICIPALITY shall indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
8. All stray or straying dogs and cats placed in the Animal Control Center by a representative of the MUNICIPALITY pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the BOARD OF HEALTH and County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The MUNICIPALITY agrees that the BOARD OF HEALTH shall have no obligation to hold animals any longer than required by

law; provided however the BOARD OF HEALTH will hold an animal longer at the request of the MUNICIPALITY on the condition that there is sufficient space available to house the animal and that the MUNICIPALITY agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the BOARD OF HEALTH in addition to the reclamation/release fee of the MUNICIPALITY.

9. This AGREEMENT may be terminated at the request of the MUNICIPALITY or of the BOARD OF HEALTH upon ninety days written notice being provided by either party to the other.
10. It is understood that the terms of this AGREEMENT include all of the agreements made by the BOARD OF HEALTH and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.
11. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.

CITY OF BLOOMINGTON
a Municipal Corporation,

By: Stephen F. Stockton
Mayor

Date: April 10, 2012

ATTEST:

By: Tracey Covert
Bloomington City Clerk

Date: April 10, 2012

McLEAN COUNTY BOARD OF HEALTH

By: Walter P. Howe
Director

Date: April 13, 2012

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Intergovernmental Agreement with McLean County Board of Health for use of the Animal

Shelter be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Entering into a Sponsored Research Agreement for the Five (5) Year Program of Groundwater Level Monitoring in McLean, Tazewell and Logan Counties with the Development of a Subnetwork with Automated Data Collection and Retrieval

RECOMMENDATION: That the Sponsored Research Agreement for the five (5) year program of Groundwater Level Monitoring in McLean, Tazewell and Logan Counties with the Development of a Subnetwork with Automated Data Collection and Retrieval, with the Board of Trustees of the University of Illinois through the Office of Sponsored Programs and Research Administration with the Scientific Group known as the Illinois State Water Survey, in the amount of \$58,327 be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

BACKGROUND: The City has a comprehensive plan to expand its water supply with the addition of groundwater to supplement the existing reservoirs. In a recent report by the Illinois State Water Survey titled Potential Impacts on the Mahomet Aquifer and Surface Reservoirs, December 2011, the City was listed as being an “At Risk” supply. This designation means there is a greater than ten percent (10%) probability that the City’s current water supply would not be able to provide the current rate of water demand through a severe drought similar to the record drought. Therefore, additional water supply in the form of groundwater is needed in the future.

Long term groundwater development will take place with the development of a high capacity well field, where the wells are physically located, in the area of the county line between McLean and Tazewell counties.

The county line well field, to be built at a future date when demands require construction, will yield up to twenty (20) million gallons per day and will be located some ten to fifteen (10 - 15) miles from the City’s current water distribution network. The water from the county line well field will be treated at the new water treatment facility and then pumped into the City for distribution, or it will be transported into the City and treated within the City at a new water treatment facility. In either case, a new water treatment facility and transmission water line will need to be built.

This study will expand upon work that the City has been involved in for over ten (10) years through the Long Range Water Plan Steering Committee (LRWPSC) comprised of the City, the Town of Normal (Town) and McLean County (County). The Town and City paid for the installation of a network of monitoring wells in the aquifers west of Bloomington - Normal and continue to pay an annual maintenance fee on a fifty - fifty (50/50) basis, for the manual monitoring of these wells. These wells have been monitored since 1999. The network of monitoring wells has been invaluable in monitoring the changes in the Mahomet Aquifer water levels based upon short term, seasonal and longer term changes. The original LRWPSC project was initially undertaken with technical assistance from the State Water and Geologic Surveys and the monitoring wells are maintained by the State Water Survey.

The City approached the Illinois State Water Survey for this project because they are recognized as the definitive technical experts on water supply matters in the state and are trusted to be impartial in their opinions. Trust and technical expertise are critical when developing a new public water supply.

The City wishes to enhance this monitoring, at wholly its cost, for six (6) wells in the current LRWPSC network and three (3) wells near the City's reservoirs at Lake Bloomington and Evergreen Lake. The enhanced monitoring will allow for real time observation of the selected monitoring wells via a wireless uplink. Immediate changes to precipitation or pumping changes in the aquifer can be monitored and recorded. This five (5) year study has been proposed at a cost of \$58,327. The City has not approached the Town for financial assistance in this enhanced monitoring project as it is solely a City initiative. This project will provide additional information for the development of the county line well field and the monitoring wells will help determine whether a small groundwater supply can be developed near the reservoirs. This project will last for five (5) years and can be renewed or discontinued at that time.

The Mahomet Aquifer pumping rates can be modeled by computer with adequate data inputs from the long term monitoring of the aquifer in this area. This can in turn lead to the optimal siting of wells and can provide scientific answers to questions regarding impacts on other wells in the area.

The purchase of the water level transducers for this project will be made by the City. The purchase request will be provided to Council for approval in the near future.

This project is in concert with and integral to the ongoing City Interim Water Supply project. Staff analyzed this proposal and found it to be acceptable for the scope of work requested.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This project will require the payment of \$58,327 from the Water Department Operating Fund, account # 50100110-72620 other capital improvements, budgeted at \$175,000. The operating fund and this individual account have positive balances. This project was part of the capital services and equipment to be purchased from the capital outlay account in the Water Department's Fiscal Year 2012 budget.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Reviewed by:

Craig M. Cummings
Director of Water

J. Todd Greenburg
Corporation Counsel

Barbara J. Adkins
Deputy City Manager

Financial Review by:

Recommended by:

Rich Hentschel
Interim Director of Finance

David A. Hales
City Manager

RESOLUTION NO. 2012 - 13

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS THROUGH THE OFFICE OF SPONSORED PROGRAMS
AND RESEARCH ADMINISTRATION WITH THE SCIENTIFIC GROUP KNOWN AS
THE ILLINOIS STATE WATER SURVEY FOR THE FIVE (5) YEAR PROGRAM OF
GROUNDWATER LEVEL MONITORING IN McLEAN, TAZEWELL AND LOGAN
COUNTIES AT A PURCHASE PRICE OF \$58,327.**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the Agreement be approved and the Mayor and City Clerk be authorized to Execute the necessary documents for the five (5) year program of Groundwater Level Monitoring in McLean, Tazewell and Logan Counties with the Development of a Sub-Network with Automated Data Collection and Retrieval, at a Purchase Price of \$58,327.

ADOPTED this 9th day of April, 2012.

APPROVED this 10th day of April, 2012.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Sponsored Research Agreement for the five (5) year program of Groundwater Level Monitoring in McLean, Tazewell and Logan Counties with the Development of a Subnetwork with Automated Data Collection and Retrieval, with the Board of Trustees of the University of Illinois through the Office of Sponsored Programs and Research Administration with the Scientific Group known as the Illinois State Water Survey, in the amount of \$58,327 be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Entering into a Sponsored Research Agreement for the Water Well Inventory Near the Sugar Creek Proposed Well Field

RECOMMENDATION: That the Sponsored Research Agreement for the Water Well Inventory near the Sugar Creek proposed well field, with the Board of Trustees of the University of Illinois through the Office of Sponsored Programs and Research Administration with the Scientific Group known as the Illinois State Water Survey, in the amount of \$31,985, be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

BACKGROUND: The City has a comprehensive plan to expand its water supply with the addition of groundwater to supplement the existing reservoirs. In a recent report by the Illinois State Water Survey titled Potential Impacts on the Mahomet Aquifer and Surface Reservoirs, December 2011, the City was listed as being an "At Risk" supply. This designation means there is a greater than ten percent (10%) probability that the City's current water supply would not be able to provide the current rate of water demand through a severe drought similar to the record drought. Therefore, additional water supply in the form of groundwater is needed in the future.

The groundwater improvement will take place with the development of a shallow, alluvial groundwater supply near Sugar Creek, named the Southwest Well Field, directly adjacent to the City's corporate limits. The southwest well field will yield approximately five (5) million gallons per day and is easily transported to the City's existing water distribution network after treatment. A state of the art treatment facility is anticipated to be built near Sugar Creek with

very little piping needed to transport the water to the existing water distribution system. The water from this well field will be used as a supplemental supply to the water produced at the Lake Bloomington Water Treatment Facility.

In order to adequately monitor and predict impacts of the operation of the southwest well field on the aquifer and surrounding privately owned wells, the City needs to inventory the existing groundwater wells that could be impacted by pumping from this well field. This research project will develop a database of existing wells in the study area, inventory the wells with the well owner's permission, interview well owners and measure water levels and well depths. This will all be developed into a report and will take about ten (10) months to complete. This study has been proposed at a cost of \$31,985.

The City approached the Illinois State Water Survey for this project because they are recognized as the definitive technical experts on water supply matters in the state and are trusted to be impartial in their opinions. Trust and technical expertise are critical when developing a new public water supply.

This project is in concert with and integral to the ongoing City Interim Water Supply project. Staff analyzed this proposal and found it to be acceptable for the scope of work requested.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This project will require the payment of \$31,985 from the Water Department Operating Fund, account # 50100110-72620 Other Capital Improvements, budgeted at \$175,000. The operating fund and this individual account have positive balances. This project was part of the capital services and equipment to be purchased from the capital outlay account in the Water Department's Fiscal Year 2012 budget.

Respectfully submitted for Council consideration.

Prepared by:

Craig M. Cummings
Director of Water

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Financial review by:

Rich Hentschel
Interim Director of Finance

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2012 - 14

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS THROUGH THE OFFICE OF SPONSORED PROGRAMS
AND RESEARCH ADMINISTRATION WITH THE SCIENTIFIC GROUP KNOWN AS
THE ILLINOIS STATE WATER SURVEY FOR THE WATER WELL INVENTORY
NEAR THE SUGAR CREEK PROPOSED WELL FIELD
AT A PURCHASE PRICE OF \$31,985.**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the Agreement be approved and the Mayor and City Clerk be authorized to Execute the necessary documents for the Water Well Inventory near the Sugar Creek proposed Well Field, at a Purchase Price of \$31,985.

ADOPTED this 9th day of April, 2012.

APPROVED this 10th day of April, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Sponsored Research Agreement for the Water Well Inventory near the Sugar Creek proposed well field, with the Board of Trustees of the University of Illinois through the Office of Sponsored Programs and Research Administration with the Scientific Group known as the Illinois State Water Survey, in the amount of \$31,985, be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on December 1, 2012

RECOMMENDATION: That the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Miller Park Pavilion on December 1, 2012 be passed.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of the Carly Dennis and Greg Varner to allow moderate consumption of alcohol at Miller Park Pavilion for their wedding reception on December 1, 2012. Present at the hearing were Liquor Commissioners Steve Stockton, Richard Buchanan, Marabeth Clapp, Steven Petersen, Mark Gibson and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel; Bob Wall, Asst. Police Chief; and Tracey Covert, City Clerk; and Carly Dennis and Greg Varner, bride and groom.

Commissioner Stockton opened the liquor hearing and requested that Carly Dennis and Greg Varner, bride and groom, address the Commission regarding their request. Ms. Dennis addressed the Commission. She informed them that the wedding reception was scheduled for Saturday, December 1, 2012. The wedding ceremony would be performed at a local church. The dinner would be buffet style. Alcohol service would be provided for the approximate 150 wedding guests. Alcohol service would be limited to beer and wine only. The reception was scheduled from 5:00 until 10:00 p.m.

Commissioner Stockton noted that it appeared that Ms. Dennis and Mr. Varner had selected Mona's from Toluca, IL to provide the food service. Famous Liquors located at 1404 E. Empire had been selected to provide the alcohol service. Commissioner Stockton noted that the City Clerk's Office would verify acceptable licensure.

Motion by Commissioner Clapp, seconded by Commissioner Tompkins that the request of Carly Dennis and Greg Varner to allow moderate consumption of alcohol at Miller Park Pavilion for their wedding reception on December 1, 2012 be approved.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 13, 2012 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.

April 9, 2012

1287

Respectfully,

Reviewed by:

Reviewed by:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

John Kennedy, Director
Parks, Recreation & Cultural Arts

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

ORDINANCE NO. 2012 - 14**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE MILLER PARK PAVILION**

WHEREAS, Carly Dennis and Greg Varner are planning to hold their wedding reception at the Miller Park Pavilion from 5:00 p.m. to 10:00 p.m. on December 1, 2012; and

WHEREAS, Carly Dennis and Greg Varner 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, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with 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 the Miller Park Pavilion on December 1, 2012 under the conditions set forth in the rental agreement.

Section 2: Except for the date of 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 9th day of April, 2012.

APPROVED this 10th day of April, 2012.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Miller Park Pavilion on December 1, 2012 be passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington's Davis Lodge on June 2, 2012

RECOMMENDATION: That the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington Davis Lodge on June 2, 2012 be passed.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of the Christopher Zimmerman to allow moderate consumption of alcohol at Davis Lodge for his wedding reception on June 2, 2012. Present at the hearing were Liquor Commissioners Steve Stockton, Richard Buchanan, Marabeth Clapp, Steven Petersen, Mark Gibson and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel; Bob Wall, Asst. Police Chief; and Tracey Covert, City Clerk; and Denise Zimmerman, mother of the groom.

Commissioner Stockton opened the liquor hearing and requested that Denise Zimmerman, mother of the groom, address the Commission regarding this request. Mrs. Zimmerman addressed the Commission. She informed them that the wedding reception was scheduled for Saturday, June 2, 2012. Alcohol service would be provided for the wedding guests. It would be a small wedding, (approximately eighty guests would be attending). There would be a sit down dinner. The reception was schedule to last for four (4) hours. A local hotel would provide a shuttle service to and from Davis Lodge.

Commissioner Stockton noted that it appeared that Zimmermans had selected Adelpia, Inc., d/b/a Entourage, located at 909 N. Hershey Rd., to caterer the food and alcohol service. Commissioner Stockton noted that the City Clerk's Office would verify acceptable licensure.

Commissioner Petersen arrived at 4:04 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Clapp that the request of Christopher Zimmerman and Courtney Uphoff to allow moderate consumption of alcohol at Davis Lodge for their wedding reception on June 2, 2012 be approved.

Ayes: Commissioners Stockton, Buchanan, Clapp, Gibson and Tompkins.

Abstains: Commissioner Petersen.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 13, 2012 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,

Reviewed by:

Reviewed by:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

Craig Cummings
Director of Water

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

ORDINANCE NO. 2012 - 15

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, Christopher Zimmerman and Coartney Uphoff are planning to hold their daughter's wedding reception at the Lake Bloomington Davis Lodge from TIME p.m. to TIME p.m. on June 2, 2012; and

WHEREAS, Christopher Zimmerman and Coartney Uphoff 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, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with 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 the Lake Bloomington Davis Lodge on June 2, 2012 under the conditions set forth in the rental agreement.

Section 2: Except for the date of 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 9th day of April, 2012.

APPROVED this 10th day of April, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington Davis Lodge on June 2, 2012 be passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Pheasant Lanes Family Fun Center, LLC, d/b/a Pheasant Lanes & Kegler's Pub, located at 804 N. Hershey Rd., change of ownership, for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days week

RECOMMENDATION: That an RAS liquor license for Pheasant Lanes Family Fun Center, LLC, d/b/a Pheasant Lanes & Kegler's Pub, located at 804 N. Hershey Rd., be created, contingent upon compliance with all applicable health and safety codes.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the application of Pheasant Lanes Family Fun Center, LLC, d/b/a Pheasant Lanes & Kegler's Pub located at 804 N. Hershey Rd., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days week. Present at the hearing were Liquor Commissioners Steve Stockton, Richard Buchanan, Marabeth Clapp, Steven Petersen, Mark Gibson and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel, Bob Wall, Asst. Police Chief, and Tracey Covert, City Clerk; and Kevin Priller and Roger Waller, owners/operators and Applicant representatives.

Commissioner Stockton opened the liquor hearing and requested that the Applicant address this request. Kevin Priller, owner/operator and Applicant representative, addressed the Commission. He had started Pheasant Lanes with his uncle in 1998. His uncle was eighty-seven (87) years old. This application involved a change of ownership. Anthony Nelson had served as Pheasant

Lanes' Manager, for the past six (6) years. Roger Waller would be replacing his uncle as a member of the LLC.

Commissioner Stockton questioned if Mr. Waller had ownership in another liquor establishment and if he had a criminal record. Roger Waller, owner/operator and Applicant representative, addressed the Commission. He responded negatively to Commissioner Stockton's questions. He added that there were no staff changes planned at Pheasant Lanes.

Commissioner Clapp stated that the change in ownership appeared to be straight forward. She noted Kegler's Pub which would offer all types of alcohol and food. Pheasant Lanes also offered a beer garden. Mr. Priller noted that Pheasant Lanes currently held an RAS liquor license. No one under the age of twenty-one (21) years of age is allowed in the beer garden after 10:00 p.m.

Commissioner Clapp addressed the bowling alley. Mr. Priller noted that there were thirty-two (32) lanes. Food and beverage service was offered. He added that Pheasant Lanes also offered junior programs. There was no liquor service during these programs. Pheasant Lanes policies were strict. There had not been any issues.

Commissioner Buchanan requested input from the City's Police Department. Bob Wall, Asst. Police Chief, addressed the Commission. He responded negatively. He added that Pheasant Lanes passed the department's compliance check last year.

Commissioner Stockton noted recent discussions regarding the creation of an entertainment classification. The discussion included revenue sources other than alcohol. These discussions were in the early stages.

Mr. Priller noted that Pheasant Lanes was multifaceted. He cited the following revenue sources: miniature golf, bowling, pub, beer garden, etc. He added that alcohol was not allowed on the miniature golf course.

Commissioner Stockton noted the mixture of ages. Pheasant Lanes' customers were over and under the age of twenty-one (21). Mr. Priller informed the Commission that Pheasant Lanes' staff had caught under age people trying to purchase/consume alcohol. Pheasant Lanes wanted to hold a liquor license with a clean record. Pheasant Lanes' staff was trained to look for red flags.

Commissioner Tompkins commended the Applicant for the detailed application. He noted the financial statements. Pheasant Lanes ran a good business.

Motion by Commissioner Buchanan, seconded by Commissioner Tompkins that the application of Pheasant Lanes Family Fund Center, LLC, d/b/a Pheasant Lanes & Kegler's Pub located at 804 N. Hershey Rd., requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately sixteen (16) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the March 12, 2012 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. Request is for a change of ownership. Annual fee for an RAS liquor license is \$2,210.

Respectfully,

Reviewed and concur:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

Motion by Alderman Fazzini, seconded by Alderman Fruin that an RAS liquor license for Pheasant Lanes Family Fun Center, LLC, d/b/a Pheasant Lanes & Kegler's Pub, located at 804 N. Hershey Rd., be created, contingent upon compliance with all applicable health and safety codes .

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 6. Alcoholic Beverages Allowing Longer Tasting Sessions from three (3) to four (4) hours

RECOMMENDATION: That the Text Amendment be approved and the Ordinance passed.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of Big Bev, Inc., d/b/a Friar Tuck Beverage, located at 2401 Maloney Dr., currently holding a PAS liquor license which allows the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week, for a Text Amendment to Chapter 6. Alcoholic Beverages, Section 1. Definitions to change the tasting time frame from three (3) to four (4) hours. Present at the hearing were Liquor Commissioners Steve Stockton, Richard Buchanan, Marabeth Clapp, Steve Petersen, Mark Gibson and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel, Bob Wall, Asst. Police Chief, and Tracey

Covert, City Clerk; and Matt Dunn, Friar Tuck's Store Manager and License holder representative.

Commissioner Stockton opened the liquor hearing and requested that the License holder representative explain this request. Matt Dunn, Friar Tuck's Store Manager and License holder, addressed the Commission. He requested that the hours for tastings be expanded from three (3) to four (4) hours. Friar Tuck hosts tastings on Saturday afternoons from 1:00 until 5:00 p.m. He added his belief that the Town of Normal allowed four (4) hour tastings.

George Boyle, Asst. Corporation Counsel, addressed the Commission. This request was for a Text Amendment to Chapter 6. Alcoholic Beverages, Section 1. Definitions, Wine, Beer and Spirits Tastings, C.

Bob Wall, Asst. Police Chief, addressed the Commission. The Police Department did not have any issues with this request.

Commissioner Clapp noted that there had not been any negative reports/experiences regarding tastings. Commissioner Stockton added that the City had not received a single complaint regarding tastings.

Commissioner Petersen stated that this Text Amendment would apply to all eligible license holders. Commissioner Buchanan added that the playing field would be level.

Motion by Commissioner Buchanan, seconded by Commissioner Petersen to recommended to the City Council that the Text Amendment to Chapter 6. Alcoholic Beverages, Section 1. Definitions, Wine, Beer and Spirits Tastings C be approved.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED Text amendment requested during Liquor Hearing for allowing longer tasting sessions from three (3) to four (4) hours by Big Bev, Inc., d/b/a Friar Tuck Beverage, located at 2401 Maloney Dr., currently holding a PAS liquor license.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

George Boyle
Asst. Corporation Counsel

Randall D. McKinley
Police Chief

David A. Hales
City Manager

ORDINANCE NO. 2012 - 16**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 6**

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

SECTION 1. That Bloomington City Code Chapter 6, Section 1 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

Wine, Beer and Spirits Tasting: A supervised presentation of beer, wine or spirits products to the public, offered free of charge or for a fee, in which small quantities of beer, wine or spirits are served for consumption on the premises as a sample of the product being sold by the license holder and which meets the following conditions:

- A. Samples of beer are offered in amounts of 2 ounces or less, samples of wine are offered in amounts of 1 ounce or less and samples of spirits are offered in amounts of ½ ounce or less.
- B. A maximum of two tastings may be conducted during any week.
- C. Each tasting shall have a maximum duration of ~~three~~ four hours.
- D. No tasting shall take place after 9:00 o'clock p.m.
- E. All samples shall be poured by the licensee, an employee of licensee or a licensed Registered Tasting Representative.
- F. No tastings shall occur at premises of license holders with a GPB or GPA license.

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 9th day of April, 2012.

APPROVED this 10th day of April, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Text Amendment be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 2, Block 15 of Camp Potawatomie from John Larkin and Lisa Larkin to Steven Pelphrey and Ann Haugo

RECOMMENDATION: That the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 2, Block 15 in Camp Potawatomie from John and Lisa Larkin to Steven Pelphrey and Ann Haugo. The sewage disposal system inspection was completed in November of 2011 and the septic system was functioning properly at that time. The sewage disposal system is over twenty-five (25) years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20 – 25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. This is a very small cabin and its use will continue to be seasonal. The sewage disposal system is a subsurface discharging system, meaning the system effluent, following treatment, does not directly discharge to the Lake Bloomington Reservoir. The effluent flows slowly through a leach field and then into the ground. If there were a problem with the system, it would back up into the cabin and poses little threat to the reservoir.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. The current lake lease formula generates about \$90 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

It should be noted that the term of this lease is until December 31, 2131, the same term as other lease renewals since 1998.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Craig M. Cummings
Director of Water

Rich Hentschel
Interim Director of Finance

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 9, Block 4 of Camp Kickapoo from Jeff and Danielle Gilmore to JSM Trust u/s/d 01/01/2008, Robin Eliza Minson, Trustee

RECOMMENDATION: That the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: The sewage disposal system inspection at this property was completed in March of 2012 and the system was functioning properly. The sewage disposal system is thirty-three (33) years old. The McLean County Health Department estimates septic systems will last twenty to twenty-five (20 – 25) years. However, usage patterns of the premises (seasonal use versus full time use) and other factors such as routine maintenance can greatly affect the life span of a system. The sewage disposal system has a sand filter that is properly sized. The outlet pipe to the rock trench has been damaged and needs to be repaired and the cap on the retention basin needs to be replaced as well. Both of these minor issues need to be repaired by June 1, 2012.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. The current lake lease generates approximately \$650 per year. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Craig M. Cummings
Director of Water

Rich Hentschel
Interim Director of Finance

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to Lake Bloomington Lease - Refinancing

RECOMMENDATION: That the Amendment to the Lake Bloomington Lease be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff requests Council approval of an amendment to the Lake Bloomington Lease which is being requested by CEFCU and their representative law firm. Several years ago, Council approved a similar “rider” to the standard lake lease involving the Easter Seals Rehabilitation Center. Staff believes that this proposed rider does not adversely affect the ability of the City to exercise control of the premises in the event of a foreclosure.

Basically, the City agrees that in the event of any delinquency in lease payments or other breach of the lease, it will notify CEFCU as well as the lessee so that CEFCU can protect its mortgage interest by eliminating the delinquency or breach. In the event CEFCU has to foreclose on its mortgage interest in the house, the City agrees that CEFCU may take over the ground lease also. The City retains the ability to refuse to assign the lease to a new owner other than CEFCU, but will not “unreasonably refuse” a new lease pursuant to a contract between CEFCU and the new proposed lessee.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

Craig Cummings
Director of Water

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Amendment to the Lake Bloomington Lease be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Public Hearing on the Fiscal Year (FY) 2013 Budget

RECOMMENDATION: That the Public Hearing be held regarding the FY 2013 Annual Budget.

BACKGROUND: On March 26, 2012, the City Manager presented a recommended budget for the Fiscal Year ending April 30, 2013 to Council. A Budget Work Session was held on Saturday, March 31, 2012.

A Public Hearing on the budget is required and a notice was published in the Pantagraph on March 30, 2012 to announce this hearing. Staff respectfully recommends that the Public Hearing be held.

The recommended FY 2013 Annual Budget was placed on the City's web site on March 27, 2012.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Pantagraph published the required notice for the Public Hearing and published articles on the FY 2013 budget.

FINANCIAL IMPACT: As listed in the Budget for FY ending April 30, 2013.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Timothy L. Ervin
Performance Auditor/Budget Mngr.

David A. Hales
City Manager

Mayor Stockton introduced this item. He opened the Public Hearing.

Gregory Rackauskas, 218 Mays, addressed the Council. He owned 308 Riley Dr. He had attended the neighborhood watch meeting. He thanked the Police Department for their efforts. He addressed three (3) items. The first item addressed was refuse collection and bulk waste pickup. He expressed his support for these services. City staff did a great job. He noted the number of renters in the Riley Dr. area. He expressed interest in automated collection. He had concerns regarding the next two (2) items. The first addressed long term water viability and sustainability. He expressed his concern regarding a drought. The final issue was pension liability. The Council needed to perform due diligence. There needed to be pension reform passed which addressed past and future benefits.

David Hales, City Manager, addressed the Council. Work continued on long range water. The southwest area well was a multiyear issue. The cost would be in the millions of

dollars. A detailed time line would be presented to the Council in the near future. The proposed FY 2013 budget included funds for this project.

There was no easy answer regarding pensions. He noted that Governor Quinn had formed a Pension Committee. The General Assembly established the rules via statute. The taxpayers are left with the cost. Staff has looked at various options as pensions impacted the property tax levy.

Alton Franklin, 508 Patterson Dr., addressed the Council. He cited pensions. The Council merely talked about same. The City could fund more than the state minimum. Pensions were a long term obligation. He noted the debt level. Council needed to explore City expenses and reduce same. Decisions made now would impact future generations. The Council needed to take action that would make a difference.

Mr. Hales noted that the City has made the mandatory contributions. There had been a number of years when the City also made supplemental contributions. The City will reach the ninety percent (90%) funding goal. He cited the City's contribution to the Fire Pension Fund over the past six (6) years. Now was not the time to make drastic changes. The General Assembly needed to make a good faith effort to review benefit levels and how they are paid for.

Ron Schultz, 1208 E. Oakland Ave., addressed the Council. The City needed to meet its obligations. Decisions made now will impact future generations. He noted quality of life and standard of living as key concerns. The City should transfer money from the Unreserved Fund Balance to the pension funds. He cited compounding of money if properly invested. He acknowledged the Council's recent action to refinance bonds. It was important to protect future generations.

Mayor Stockton noted the issue of balance. The Council needed to weigh infrastructure versus pensions. He appreciated the input received. The Council was aware of citizens' concerns. There may not be agreement on the course of action.

Mayor Stockton closed the Public Hearing.

The following was presented:

SUBJECT: Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage

RECOMMENDATION: That the payment to Arthur J. Gallagher, Itasca, IL, for Insurance Coverage and Insurance Broker Service from May 1, 2012 through April 30, 2013 in the amount of \$700,953 be approved.

BACKGROUND: Arthur J. Gallagher (AJG) has served as the City's Insurance Broker since 2010. On January 10, 2011, Council approved an extension for two (2) years starting May 1,

2011 through April 30, 2013. AJG is responsible for researching the insurance market and purchasing the City's Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance.

Michael Nugent, the City's Insurance Consultant, has provided a renewal cost letter and spreadsheet comparing insurance premiums. The spreadsheet compares 2009/2010; 2010/2011; 2011/2012 and the "proposed" 2012-2013. The premium for 2012-2013 has increased 2.3% in the excess workers compensation premium. In addition to the increase in excess workers compensation premium Safety National Casualty will also require an increased in the self-insured retention from \$500,000 each claim to \$550,000 each claim. Safety National states that in the current market place, even with the increased rates, other excess Worker's Compensation carriers are not as competitive as Safety National.

Below are Safety National points as to why the premiums and minimum retentions have increased as well as rates for municipal business.

- Increasing Medical Costs
- Loss development for all claims increasing
- Loss development for large losses increasing
- Self Insured Retention (SIR's) have not kept up with inflation
- Excess Workers Compensation rates have decreased or, at best, remained flat over the past 5 to 7 years
- Investment income not tracking with historical experience over the past 6 to 8 years
- Specific stress in the municipal and local county governmental classes
- Aging Workforce
- Advances in Medical Technology
- Company's overall loss ratio is near 106%

Illinois Insurance Consultants believe that Safety National's issues regarding Worker's Compensation issues are legitimate, but they also believe that Police and Fire benefits that Safety National's underwriting process has not been able to stay in front of the claims. They question, why is the Police and Fire self-insured retention increasing by not Public Works?

The Worker's Compensation market continues to deteriorate in Illinois, especially for municipal government. Escalating industry loss costs continue to put pressure on worker's compensation rates, while Illinois reform passed in 2011, it appears to largely be a failure. Mike Nugent, the City's Insurance Consultant will be present to answer any questions you may have regarding the Worker's Compensation trends in Illinois.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Insurance Coverage is in the best interest of the citizens and staff.

FINANCIAL IMPACT: The insurance renewal cost for 2012-2013 is \$700,953. The Insurance Broker service fee is \$37,500 is included in the total. Funds are budgeted in the Property Casualty Insurance Line Items 601500-70220; 70702; 70703 and 70704 for FY – 2013.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Barbara J. Adkins
Deputy City Manager

Tim Ervin
Performance Auditor/Budget Mngr.

Recommended by:

David A. Hales
City Manager

Mayor Stockton introduced this item.

Barb Adkins, Deputy City Manager, addressed the Council. She presented a brief overview of the City's Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance coverages. She noted that representatives from Arthur J. Gallagher (AJG) and Nugent Consulting were in attendance. It was time for the annual renewal of same. AJG, City's insurance broker, in collaboration with Mike Nugent, City's insurance consultant, had provided trends and prepared the invoice. There was a slight increase over last year's cost. The coverage per claim had been increased to up to \$550,000.

Mayor Stockton noted that property, liability, excess liability, and excess worker's compensation insurance was a large cost item.

Alderman Purcell questioned if there was pending federal and/or state legislation which would impact the cost of same. Mike Nugent, Nugent Consulting, addressed the Council. He responded negatively. The insurance premiums were a part of the City's risk management portion of the budget. He described the state's recent attempt at reform as minimal at best.

Alderman Fazzini noted the City's plan to automate refuse collection. He believed that this would lower the number and severity of worker's compensation claims. He anticipated that this action would have an impact by lowering insurance premiums. Mr. Nugent responded negatively. There might be an impact upon claims. The City will have to see improvements in its loss experience. He noted the impact of state laws regarding the public sector.

Alderman Stearns expressed her belief that insurance premiums were based upon loss experience. Mr. Nugent noted that there were two (2) underwriting tools which impacted premiums: the impact of industry losses and medical industry inflation.

Alderman Stearns questioned the impact of the number of employees. Mr. Nugent cited the factor used was the City's total payroll. Alderman Stearns suggested that the City reduce the number of employees through outsourcing. Such action would reduce the City's

premium. The safety program should result in lowered losses. She cited the administrative cost for RIMCO, (Risk Insurance Management Company). She noted the City's commitment to safety, (nurse triage, safety coordinator).

Alderman Anderson addressed the issue of balance. The City may see an increase in claims from having too lean of a staff, (stress, injuries). Mr. Nugent responded affirmatively. There were studies to support same.

Alderman Mwilambwe questioned possible future actions which might reduce premiums and/or losses. Mr. Nugent cited the safety coordinator. The Council needed to address the worker's compensation benefits which are paid to uniformed police and fire personnel with the General Assembly.

Mr. Hales questioned the City's self insurance retention level. Mr. Nugent noted that in the 1970's, a \$200,000 - \$250,000 figure was used. Today, this cost is set at \$100,000 for public works employees and \$450,000 for uniformed police and fire. He noted the state's PEDDA, (Public Employers Disability Act), benefit which granted uniformed police and fire one hundred percent (100%) worker's compensation coverage. The worker's compensation market has dried up in Illinois. The City can only purchase excess worker's compensation coverage.

Mr. Hales added that the level was increasing. Mr. Nugent cited from \$500,000 to \$550,000 due to the cost for police and fire. Mr. Hales noted that the courts had mandated increased worker's compensation costs. Mr. Nugent cited health insurance as an example. If a uniformed police officer and/or firefighter is granted a duty disability pension, the City must pay the health insurance cost for this individual plus his/her family for the rest of his/her life. The Illinois Supreme Court ruled that the term catastrophic would be defined as unable to return to the position of police officer and/or firefighter. He cited PSEBA, (Public Safety Employee Benefit Act).

Alderman McDade questioned the IML's (Illinois Municipal League) ability to address these issues. The landscape needed to be changed. Mr. Nugent acknowledged IML's efforts. He believed that the other side was better. He restated that last year's efforts at reform have had no material effect.

Mayor Stockton noted that this was a challenge throughout the state.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the payment to Arthur J. Gallagher, Itasca, IL, for Insurance Coverage and Insurance Broker Service from May 1, 2012 through April 30, 2013 in the amount of \$700,953 be approved.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to the Professional Services Agreement with Clark Dietz, Inc. for Construction Observation on the Locust Street CSO Elimination and Water Main Replacement Phase 1 Project

RECOMMENDATION: That the Change Order to the Professional Services Agreement with Clark Dietz, Inc. in the reduction of \$379,510 be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

BACKGROUND: At the August 22, 2012 Council Meeting, the Council awarded the bid for the construction of the Locust Street CSO Elimination and Water Main Replacement Phase I Project to Di Paolo Company, Glenview, IL. The Di Paolo had submitted the lowest bid, which was over \$1.9 million lower than the next lowest bid received.

Due to the project complexity, the construction was expected to span approximately two (2) years. Di Palo Company was not a local contractor and had not done work for the City. Staff respectfully requested that Council utilize the professional services of Clark Dietz, Inc. to provide construction observation for the water main replacement portion of the project. Clark Dietz, Inc. had experience working with Di Paolo in the Chicago area.

Originally, construction observation (inspection) for the water portion of the project was anticipated to be completed by Clark Dietz, Inc. At the time the inspection contract was proposed and later approved by Council, the Water Department did not believe it could assign an employee, full time, to the water portion of the project particularly because an unfamiliar firm was the successful bidder and intensive construction inspection was anticipated.

Several things have changed over the last few months and a thorough analysis of the construction inspection services was undertaken for the water portion of the project, beyond what has already been reviewed.

During this review process, Council rescinded its offer to Di Paolo Company on November 17, 2011 and awarded the bid to Stark Excavating, Inc. Staff and Clark Dietz, Inc. met with representatives from Stark Construction to work out schedules that would continue to accommodate the agreements that were in place with representatives from District 87 and Bloomington Country Club, while at the same time continuing to review alternatives to lower Clark Dietz, Inc. agreement.

Staff has completed a review of the inspection services needed for the water portion of the project in light of the fact that the lower bidder has been disqualified. The next lowest bidder, Stark Excavating, Inc., a local firm with years of experience with the City, has been awarded the

contract. Although construction inspection will occur full time on this project, it is anticipated to be less intensive with a local company that has completed multiple projects for the City. In addition, the Water Department has reassigned personnel to allow an employee to be dedicated to the inspection of this project on a full time basis. Lastly, the Water Department has held several meetings with representatives from Stark Excavating, Inc. to gain a better understanding of the water infrastructure construction schedule so that the construction inspection can be fulfilled with an assigned Water Department employee.

Therefore, with water and sewer construction inspection being completed by Water Department and Engineering Division personnel, staff is recommending to reduce the amount of the contract with Clark Dietz to reflect the need for certain administrative tasks only.

This list outlines the various tasks Clark Dietz will continue to provide for the project. These tasks would involve:

1. Review of shop drawings.
2. Processing of pay estimates.
3. Completion of paperwork as required for compliance with the IEPA loan.
4. Construction coordination meetings.
5. Construction questions.
6. Clarifications or change orders.
7. Production of record drawings at the completion of the project.

The original overall Agreement was a not to exceed figure of \$587,000. This has been reduced to a not to exceed figure of \$207,490 or a sixty-five percent (65%) reduction.

In order to assign a dedicated Water Employee to the project, staff contacted the IEPA to find out if the City's Agreement with Clark Dietz, Inc. could be amended. The IEPA stated that because the Agreement specified "up to \$587,000" that IEPA approval would not be needed to amend Clark Dietz Agreement.

1. IEPA has agreed that any savings in the construction inspection fees would be set aside for contingencies. The contingency account was originally eliminated by the IEPA when the contract was awarded to Stark Excavating, Inc. because the loan amount for the lowest bid had already been processed.
2. The amount in contingency funds was needed to bridge the difference between the lowest bid and the second lowest bid which was the eventual accepted bid. The restoration of some amount of contingency gives the City some financial relief for any unforeseen circumstances which might arise during construction.

The IEPA was also contacted to find out if the City could perform the field construction inspections, using a dedicated employee for the water main installation. This would remove the water main inspection observation from the Clark Dietz Agreement. The IEPA required the City to send a letter to them providing the reasons for the change. They also requested a copy of the proposed Water Department employee's resume, listing the person's title, years of experience performing water main construction observation, a list of water main construction observation projects and any other relevant qualifications. Requested information was sent to the IEPA on March 5, 2012.

By assigning a dedicated Water employee, Clark Dietz's Agreement would be reduced to \$207,490. By allocating a dedicated City staff to serve as the Inspector, the costs incurred and allocated would be considered a forced account and would not be IEPA eligible. The dedicated employee will be supervised by Greg Kallevig, City's Project Engineer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IEPA and Clark Dietz, Inc.

FINANCIAL IMPACT: The City would have a total savings of \$140,608 or thirty-two (32%) of the original Clark Dietz, Inc. Agreement cost, calculated as follows:

Savings to the City on the Agreement by eliminating Clark Dietz field observation inspection portions:

- \$587,000 - \$207,490 = \$379,510 x 0.75
(IEPA 25% principle forgiveness) = \$284,633
- Additional cost to the City in providing
field inspection by staff: \$ 82,300 per year
(salary and benefits) x 1.75 year project length = \$144,025
- Percent savings: 32% Total savings=\$140,608

Because the dedicated Water Employee's salary and benefits are not IEPA eligible, funds will be paid from Water Department Funds; 501001200-061100.

Clark Dietz's contract funding will be as follows:

| Original Contract | Change Order No. 1 | New Contract | Fund |
|-------------------|--------------------|---------------------|----------------|
| Sewer \$234,800 | (\$182,927.50) | \$51,872.50 | 51101100-72555 |
| Storm Water | \$51,872.50 | \$51,872.50 | 53103100-72555 |
| Water | (\$248,455.00) | \$103,745.00 | 50100110-72555 |
| <i>Total</i> | <i>\$587,000</i> | <i>\$207,490.00</i> | |

Respectfully submitted for Council consideration.

Prepared by:

Barbara J. Adkins
Deputy City Manager

Reviewed by:

Greg Kallevig
Project Engineer

Reviewed by:

Craig Cummings
Director of Water

Reviewed as to legal sufficiency:

Todd Greenburg
Corporation Counsel

Financial review by:

Timothy Ervin
Performance Auditor/Budget Mngr.

April 9, 2012

1309

Reviewed by:

Recommended by:

Emily Bell, CPM
Director of Human Resources

David A. Hales
City Manager

RESOLUTION NO. 2012 - 15

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
REDUCUTION OF \$379,510 IN THE CONTRACT BETWEEN THE CITY OF
BLOOMINGTON AND CLARK DIETZ, INC.**

WHEREAS, the City of Bloomington has previously entered into a contract with Clark Dietz, Inc.; and

WHEREAS, for the reasons set forth in a staff report dated April 9, 2012 it was necessary to reduce the contract amount; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 9, 2012 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the reduction of \$379,510 in the contract between the City of Bloomington and Clark Dietz, Inc. be approved.

ADOPTED this 9th day of April, 2012.

APPROVED this 10th day of April, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton introduced this item. This amendment addressed cost reduction.

David Hales, City Manager, addressed the Council. He noted the time and attention given to the Locust St. Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project, Phase 1 bid and contract. Initially, Di Paolo, a new contractor, was selected. The City also entered into a comprehensive and robust construction observation contract. Di Paolo was unable to proceed and the Council awarded the bid to Stark Excavating, Inc. City staff had determined that the cost for construction observation could be reduced by a significant amount, (over \$300,000).

Barb Adkins, Deputy City Manager, addressed the Council. Staff had been directed to review the construction observation contract with Clark Dietz. It was determined that City staff was able to perform some of this work. Initially, there were concerns raised by the Water Department. Qualified staff was located. The IEPA, (Illinois Environmental Protection Agency), was contacted. It was noted that the City's contract with Clark Dietz was written in an amount not to exceed. Questions were raised regarding the use of City staff. The City was required to submit documentation of employees' qualifications. City staff also worked with Clark Dietz and had obtained a letter from same. Clark Dietz will act in the best interest of the City. This firm will prepare all IEPA paperwork and insure that it is correct and submitted on time. Clark Dietz will also review all pay estimates and mediate any issues that arise between Stark Excavating, Inc. and its subcontractors. Greg Kallevig, City Project Engineer, will act as the project's day to day supervisor. Staff was comfortable with this amendment. Staff took the Council's direction and research the issue thoroughly.

Alderman Purcell stated that one (1) full time City employee would be dedicated to this project. Ms. Adkins noted that there would be two (2) full City employees: a Water Department staff member and a Public Work's Engineering Technician.

Alderman Purcell expressed his appreciation to staff for their efforts.

Alderman Stearns added that this was great news. It documented what City staff was capable of. She hoped to see more of same. She also extended her appreciation.

Motion by Alderman Fazzini, seconded by Alderman Anderson that the Change Order to the Professional Services Agreement with Clark Dietz, Inc. in the reduction of \$379,510 be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton reviewed the Liquor Commission's April 10, 2012 meeting agenda. He noted the Liquor Commission's April 3, 2012 Work Session which addressed a Violations/Penalties white paper. The Commission reach consensus to recommend to the Council that the minimum fine be increased from \$250 to \$600. A text amendment would have to be approved by the Council.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Sage addressed the City's budget and pension contributions. He noted that David Hales, City Manager, had addressed the facts.

He also addressed his years of service on the Council. He noted that a number of issues had been resolved. The Council needed to take the time to recognize accomplishments. He cited the following: adoption of a variety of financial policies, i.e. reserve, general obligation debt, and investment; golf courses were operating in the black; permanent patching program; meeting procedures; street resurfacing funding; improved credit rating; bond refinancing; and community service for ordinance violations. The City needed to acknowledge the work done. There was still more to do. He believed that the facts spoke for themselves.

David Hales, City Manager, addressed the Council. City employees were dedicated and gave 110%. They did a great job. The City had accomplished many things over the last three (3) years. The Council had provided policy direction.

Mayor Stockton added that there would always be new issues. The goal was for the City to become proactive. He noted the development of Master Plans to assist with this goal.

Alderman Stearns question the Council's policy where citizens speak and the Council does not respond.

She addressed the Fire Pension Actuarial Report. She noted that Tepfer Consulting Group, Ltd.'s recommendation that the City contribute \$3,925,208 to this fund. The statutory minimum contribution was \$2,861,552. The Annual Required Contribution under GASB (Governmental Accounting Standards Board) Statement No. 25 would be \$3,545,575. She recommended that the City's contribution to the Fire Pension Fund be \$4.6 million. She did not want to burden future generations.

Alderman Fazzini informed those present that Council members would be attending the April 16, 2012 meeting of the Urbana City Council.

Alderman Purcell addressed subsidy levels for City services. Everything could not be an Enterprise Fund. The City needed to determine the true cost for services.

Alderman Fruin noted the comments made this evening regarding pensions. The Council was aware of the various needs. He cited pensions, infrastructure and equipment

as examples. At this time, revenues were flat. There also was pressure to keep the property tax levy flat.

He echoed Alderman Sage's comments regarding successes/accomplishments.

Motion by Alderman Anderson, seconded by Alderman Stearns, that the meeting be adjourned. Time: 8:23 p.m.

Motion carried.

Tracey Covert
City Clerk