

**COUNCIL PROCEEDINGS
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 7:30 p.m., Monday, April 12, 2010.

The Meeting was opened by Pledging Allegiance to the Flag followed by 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, Bernie Anderson, David Sage, John Hanson, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

Alderman Absent: Kevin Huette.

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

The following was presented:

SUBJECT: Proclamations

RECOMMENDATION: That the proclamations be made a matter of record.

BACKGROUND:

1. Declaring April, 2010 as National Fair Housing Month – a representative of the Human Resources Department.
2. Declaring April, 2010 as Jazz Appreciation Month – US Conference of Mayors.
3. Declaring April 11, through April 17, 2010 as National Public Safety Telecommunications Week – a representative of the Police Department.
4. Declaring April 12, through April 18, 2010 as “International Understanding and World Peace Week” – Bloomington – Normal Rotary Clubs.

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

Mayor Stockton read and presented the Proclamation declaring April as National Fair Housing Month to Emily Bell, Human Resources Director. Ms. Bell addressed the Council. She thanked the Council on behalf of the Human Relations Commission. The Commission wanted to ensure fair housing throughout the community.

Mayor Stockton read and presented the Proclamation declaring April 11 – 17, 2010 as National Public Safety Telecommunications Week to Darren Wolf, Communications Center Manager. Mr. Wolf addressed the Council. He thanked the Council for the recognition. The City's Telecommunications Center would also be celebrating April as 911 Education Month.

Mayor Stockton read and presented the Proclamation declaring April 12 – 18, 2010 as International Understanding and World Peace Week to Surinder Sethi, Rotary Foundation's local sponsor. Mr. Sethi addressed the Council. He explained the purpose of the program. He introduced the Group Study Exchange program members who were present. Several individuals from the Rotary Foundation were from Belgium and Luxemburg. He expressed his appreciation for this opportunity. The program involved one (1) Rotarian leader and other non Rotarian members. The program was designed to develop professional leadership skills among young adults and teach about different cultures. Mayor Stockton acknowledged the long way they had come to be here. The City was flattered to have them here. It was his pleasure to present the Proclamation to the team leader.

Motion by Alderman Schmidt, seconded by Alderman Anderson that the proclamations be made a matter of record.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Proceedings of April 9, 2007 and January 25, 2010

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of April 9, 2007 and January 25, 2010 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of April 9, 2007 and January 25, 2010 have been reviewed and certified as correct and complete by the City Clerk.

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 Schmidt, seconded by Alderman Anderson that the reading of the minutes of the previous Council Meeting of April 7, 2007 and January 25, 2010 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, Huette, Schmidt, McDade, Anderson, Hanson, 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 furnished to you on Friday, April 9, 2010 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Timothy Ervin
Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Anderson that the bills and payroll be allowed and 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payments from Various Municipal Departments

RECOMMENDATION: That the payments be approved.

BACKGROUND: All of the described payments are for planned and budgeted contracts previously approved by the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: As follows:

1. The eighth partial payment to Convention and Visitors Bureau in the amount of \$83,333.32 on a contract amount of \$510,000 of which \$426,666.61 will have been paid to date for work certified as 84% complete for the CVB Annual Funding Commitment. Completion date – June 2010.
2. The second partial payment to Bloomington PB, LLC in the amount of \$49,652.26 on a contract amount of \$325,628 of which \$97,010.32 (\$48,090.74 in reimburseables) will have been paid to date for work certified as 15% complete for the Truckers Lane. Completion date – May 2031.

3. The first partial payment to Ideal Environmental in the amount of \$5,134.75 on a contract amount of \$25,000 of which \$5,134.75 will have been paid to date for work certified as 21% complete for the Mitigating Hazardous Materials in Vaults to be Abandoned and Filled (Downtown TIF). Completion date – August 2010.
4. The thirteenth partial payment to Clark Dietz in the amount of \$42.50 on a contract amount of \$15,000 of which \$12,855.10 will have been paid to date for work certified as 86% complete for the Permit Modification from IDNR Evergreen Reservoir Fish Barrier. Completion date – December 2010.
5. The thirty-ninth partial payment to Clark Dietz in the amount of \$1,564.80 on a contract amount of \$392,895 of which \$375,712.69 will have been paid to date for work certified as 96% complete for the Hamilton Road – Timberlake to Main St. f/k/a Hamilton and Main St. Completion date – April 2010.
6. The fifth partial payment to Clark Dietz in the amount of \$4,565.50 on a contract amount of \$20,000 of which \$16,593.22 will have been paid to date for work certified as 83% complete for the Inspection of Water Main Construction on Ireland Grove from Kickapoo Creek to Benjamin School. Completion date – December 2010.
7. The fifth and final payment to Clark Dietz in the amount of \$3,566 on a contract amount of \$20,000 of which \$19,999.41 will have been paid to date for work certified as 100% complete for the Inspection Services for Parkview Area Water Main Replacement Project – Phase II. Completion date – December 2010.
8. The third partial payment to Gildner Plumbing, Inc. in the amount of \$49,379.40 on a contract amount of \$251,326 of which \$201,180.60 will have been paid to date for work certified as 80% complete for the Parkview Area Water Main Replacement Project – Phase II – Miller, Wood, Pancake and Barker. Completion date – December 2010.
9. The twenty-sixth partial payment to Clark Dietz in the amount of \$2,812.50 on a contract amount of \$305,000 of which \$215,862.90 will have been paid to date for work certified as 71% complete for the Locust/Colton St. Sewer Separation & Water Main Replacement Design (SCO Elimination Phase I). Completion date – March 2010.
10. The first partial payment to Farnsworth Group in the amount of \$182,036.51 on a contract amount of \$185,050 of which \$182,036.51 will have been paid to date for work certified as 98% complete for the Downtown TIF Streetscape and Prairie Street Water Main Design Services. Completion date – August 2010.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Anderson that the payments be approved.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment to the Grove on Kickapoo Creek, LLC for the Grove on Kickapoo Creek Subdivision 3rd Addition – Kickapoo Creek Road Pavement and Water Main Over Sizing

RECOMMENDATION: That the payment be approved.

BACKGROUND: On September 26, 2005, Council approved an Annexation Agreement with Eastlake, LLC for the Grove on Kickapoo Creek development. The Annexation Agreement requires the City to pay over sizing costs for the Kickapoo Creek Road pavement and water main.

Construction of the Kickapoo Creek Road pavement and water main in the Grove on Kickapoo Creek, 3rd Addition is complete. The final total for all over sizing cost in this addition is \$108,109.51. The Annexation Agreement requires the City to pay the invoices within thirty (30) days of receipt of all documentation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Grove on Kickapoo Creek, LLC.

FINANCIAL IMPACT: Payment of \$108,109.51 for the City's share Kickapoo Creek Road Pavement and Water Main. The total for the pavement is \$66,748.51 and will be paid with Capital Improvement Funds (X40100-72530). The total for the water main is \$41,361.00 and will be paid with Water Depreciation Funds (X50200-72540). Both of these expenses are included in the current fiscal year budget.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed by:

Jim Karch
Director of Public Works

Craig Cummings
Director of Water

Tim Ervin
Director of Finance

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Anderson that the payment be approved.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Purchase Playground Equipment

RECOMMENDATION: That the replacement playground equipment be purchased from Recreation Concepts, Inc. through the U.S. Communities Purchasing Program in the amount of \$48,561.49, the Purchasing Agent be authorized to issue a Purchase Order for same and the Resolution adopted.

BACKGROUND: The playground equipment at Ewing Park II is eighteen (18) years old, having been installed in 1992. It no longer meets all Consumer Product Safety Council (CPSC) and American with Disabilities Act (ADA) requirements. Ideally, playground equipment should be replaced every twelve to fifteen (12-15) years. In the recently adopted Parks Master Plan, this playground is the highest priority equipment to be replaced.

The swing set is currently a three (3) bay system which no longer meets code. Current code is limited to a two (2) bay system. The remaining playground apparatus is showing its age with sagging bridge pieces, faded parts and has become “stale” in the interest of the five to twelve (5-12) year old audience this playground is aimed to serve. Ewing Park II is the “active park” within the Ewing Park system. An “active park” is one that features facilities and equipment such as athletic fields, playground structures, and buildings for recreational activities.

Playground manufacturer, GameTime, currently holds the contract through U.S. Communities and is only available to the City through its local authorized sales company, Recreation Concepts, Inc. U.S. Communities is a Master Intergovernmental Cooperative Purchasing Agreement which allows governmental agencies to purchase a variety of goods, products and services through a competitive solicitation and selection process. Staff has had very good success with performance of GameTime equipment and has experienced excellent service and support from Recreation Concepts, Inc.

The new playground is designed for the five to twelve year old (5-12) age group, and meets all CPSC and ADA requirements. The equipment is expected to last twelve to fifteen (12-15) years. The City has certified, trained playground installers in the Parks Maintenance Division who will perform the installation of this equipment.

Staff respectfully requests to purchase replacement playground equipment through the U.S. Communities Purchasing Program from Recreation Concepts, Inc. in the amount of \$48,561.49, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: U.S. Communities, other Parks & Recreation Departments and Park Districts.

FINANCIAL IMPACT: There are sufficient funds budgeted in account G14110-72140 to cover the \$48,561.49 for this playground equipment.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

John Kennedy, Director
Parks, Recreation & Cultural Arts

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

RESOLUTION NO. 2010 - 16

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF REPLACEMENT PLAYGROUND EQUIPMENT FOR EWING PARK II FROM RECREATION CONCEPTS, INC. THROUGH THE U.S. COMMUNITIES PURCHASING PROGRAM AT A PURCHASE PRICE OF \$48,561.49

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase replacement playground equipment for Ewing Park II from Recreation Concepts, Inc. through the U.S. Communities Purchasing Program at a Purchase Price of \$48,561.49.

ADOPTED this 12th day of April, 2010.

APPROVED this 13th day of April, 2010.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Eric Decossas, 4 Downing Circle, addressed the Council. He questioned funding for the Gaelic Park development. David Hales, City Manager, stated for FY 2010 - 2011 funds were encumbered for design work. Mr. Decossas requested Council's reconsideration of the funding of Gaelic Park.

Mayor Stockton requested Mr. Decossas limit his comments to Ewing Park. Mr. Decossas cited Gaelic Park as a high priority for the City. He hoped the Council would reconsider directing Ewing Park funding towards Gaelic Park. Mr. Hales restated that Gaelic Park was in the design phase. The topic of construction was for a future date and time. Mayor Stockton clarified that Mr. Decossas questioned expenditures on Ewing Park when Gaelic Park was unfunded. John Kennedy, Director of Parks, Recreation and Cultural Arts, addressed the Council. Both Ewing Park and Gaelic Park were considered high priorities. There were grant limitations. \$50,000 was not much of a start for Gaelic Park.

Alderman Sage clarified that the focus had been on unsafe equipment. The primary focus was on replacing existing equipment. Mr. Kennedy responded affirmatively.

Alderman Anderson stated it was important to maintain existing assets. Mr. Kennedy believed it was a balancing act. Mayor Stockton encouraged Mr. Decossas to meet with Mr. Kennedy for further discussion.

Motion by Alderman Schmidt, seconded by Alderman Anderson that the Replacement Playground Equipment be Purchased from Recreation Concepts, Inc. through the U.S. Communities Purchasing Program in the Amount of \$48,561.49, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Proposal for Approval to Purchase a Point to Point Wireless Bridge for Fire Station #6

RECOMMENDATION: That the proposal for a DragonWave point to point wireless bridge be awarded to Sentinel Technologies, Inc. in the amount of \$22,977, and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: The new Fire Station #6 building being constructed at 4040 E. Oakland Ave. will need to be connected to the City's data network. This connection will provide Fire personnel telephone services and access to City network resources. Staff believes the most economical, long-term approach to establishing this connection is using a licensed wireless radio bridge from DragonWave, Inc.

The DragonWave bridge will provide a solid link with sufficient bandwidth for existing needs while also allowing for potential future network expansion in that area of the City. Depending upon location, an eastside facility for Public Works and Parks would be one possible facility that could benefit. After the initial implementation costs of this link, there are no ongoing monthly subscription costs as there would be with any type of leased connection.

Staff released a Request for Proposals (RFP) for the sale and installation of this wireless link and received the following:

Sentinel Technologies, Inc.	Springfield, IL	\$22,977.00	***recommended
Sciencel Wireless, LLC	Lombard, IL	\$32,930.10	

Staff respectfully recommends that Council approve the purchase and installation of a DragonWave point to point wireless bridge, connecting the Fire Station #6 (airport location) to the City's data network from Sentinel Technologies, Inc. in the amount of \$22,977, and the Purchasing Agent be authorized to issue a Purchase Order for same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is \$35,000 budgeted in FY 2010 in account code G11610-72120 to purchase this wireless bridge. Total cost of this equipment is \$22,977.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Scott A. Sprouls
Director of Information Services

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Anderson that the proposal for a DragonWave Point to Point Wireless Bridge be awarded to Sentinel Technologies, Inc. in the amount of \$22,977, 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Proposals for the Purchase of an Access Control System for City Hall

RECOMMENDATION: That the proposal for an S2 Security Access Control System for City Hall Building be awarded to MIDCO in the amount of \$17,283.10, and the Purchasing Agent be authorized to issue a purchase order for same.

BACKGROUND: Staff has identified a need to improve security at City Hall and other City buildings. Police Chief Randy McKinley has shared concerns with the lack of security within the City Hall Building with executive staff on numerous occasions. Staff has been reviewing physical security for City facilities, and believes an access control system would significantly improve security. An access control system would provide the following benefits:

- Replace the need to manage physical keys.
- Keys can be copied, whereas proximity cards can not.
- Increase efficiency by automating the locking of exterior City Hall doors. Currently, maintenance staff has to touch every door to lock and unlock, risking inadvertently leaving the building open.
- Allow for scheduling the automatic lock/unlock of exterior City Hall doors.
- Would provide an audit trail of persons entering exterior doors during off hours.
- Base system will control up to sixteen (16) devices, so other doors could be added in the future.
- Control of two (2) perimeter doors at the new Fire Station #6.

- Any door, in any building, could be added to the system in the future, as long as there is a City data network connection at that building.
- System can be expanded to handle more than sixteen (16) doors as necessary.
- System could be integrated with video security systems in the future. This would allow such things as recording video at a door whenever it is opened.

The base system will control up to sixteen (16) devices, (proximity card readers and automatic door latch hardware). As a need arises to control access to a particular building or area, the control device hardware would be purchased and added to the system to create that control. Beyond sixteen (16) devices, additional licenses (from 16 to 64 devices) would need to be purchased.

Staff requested proposals (RFP) for the purchase and installation of an access control system. The following were received:

Seico	Pekin, IL	\$21,421.00	
Zeller Digital Innovations	Normal, IL	\$31,193.80	
Bennett Electronics	Pontiac, IL	\$15,927.00	
MIDCO, Inc.	Burr Ridge, IL	\$17,283.10 *	Recommended
Thompson Electronics	Peoria, IL	\$23,803.00	
DM Mattson	McLean, IL	\$21,996.70 **	

* Includes a three (3) year maintenance plan as opposed to a two year plan included with all other proposals (approximately \$1,100 value).

** Did not include maintenance. Time and material quote only.

Staff respectfully recommends MIDCO, Inc. for the following reasons:

- Compliance with RFP requirements – MIDCO provided all required submittals with their proposal.
- Completeness of proposal and demonstrated understanding of the design intent. MIDCO, Inc. demonstrated a complete understanding of the City’s stated goals for the access control system. Their proposal for the replacement hardware needed at the four (4) perimeter doors of City Hall was well presented, and engineered for long-term stability. Although the other companies showed reasonable and similar approaches to this hardware replacement, staff was most comfortable with MIDCO’s approach and price point.
- Contractor Qualifications – MIDCO provided required State of Illinois licenses for private alarm contractors.
- Project References – MIDCO provided sufficient references for the project.
- Price – Although MIDCO’s stated price for the system is higher than that of Bennett Electronics, factoring in a third year of maintenance coverage brings this difference to only \$256.10.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: \$30,000 is budgeted in FY 2010 in Information Services #G11610-70510, of which \$28,137.16 is available to purchase this access control system. Total cost of this request is \$17,283.10.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Scott A. Sprouls
Director of Information Services

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Anderson that the Proposal for an S2 Security Access Control System for City Hall be awarded to MIDCO in the amount of \$17,283.10, 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for the Restoration of the Market Street Parking Garage

RECOMMENDATION: That bid be awarded to Western Waterproofing, Inc. in the amount of \$256,997.50, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: On December 11, 2007 a condition assessment of the Market Street Parking Garage was completed by a local engineering firm. The assessment pointed out problems that included the structure, life safety, and normal maintenance issues. On November 23, 2009, Council approved a contract with Carl Walker, Inc., Lombard, IL to provide bidding plans and specifications to correct the structural and life safety issues only. A total of \$400,000 was budgeted for this project in FY 2010.

On March 19, 2010, bids were opened for this project. The results are as follows:

Western Waterproofing Co.
Springfield, IL

\$216,997.50 Low bid

United Restoration Co. Morris, IL	\$234,565.00
J. Gill Co. South Holland, IL	\$242,654.00
Takao Nagai Co. Chicago, IL	\$296,065.00
Freyssinet, Co. Sterling, VA	\$317,220.00
Mid-Continental Co. Chicago, IL	\$375,115.00
Dennis Construction Co. Oreida, IL	\$390,330.00
Golf Construction Co. Hammond, IN	\$393,525.00
COR Nationwide Co. Tampa, FL	\$399,995.00
Zera Construction Co. Niles, IL	\$421,000.00

This project represents a contract in the amount of \$216,997.50 plus a contingency of \$40,000 for unforeseen repairs. Unforeseen issues are common with concrete restoration and staff believes a contingency should be in place for extra structural or life safety issues that may be discovered during the demolition process. Staff respectfully requests that Council approve a contract with Western Waterproofing, Inc. in the amount of \$256,997.50, and the Mayor and City Clerk be authorized to execute the necessary documents.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: A total of \$400,000 was budgeted for this project in FY 2010. The contract funding will come from Parking Repair/Maint. Building 54100-70510.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mark R Huber
Director of PACE

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Anderson that the bid be awarded to Western Waterproofing, Inc. in the amount of \$256,997.50, 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids - General Obligation Funds Projects – O'Neil Pool Wading Pool Filter System

RECOMMENDATION: That the expenditure of the excess General Obligation Bond Series 2004, in the amount of \$11,308 for the O'Neil Pool filter system be approved, the quote from Chester Pool Systems in the amount of \$11,308 be accepted, and the Purchasing Agent be authorized to issue a purchase order for same.

BACKGROUND: On February 22, 2010, Council approved the utilization of the General Obligation Bond Series 2004 for projects at the BCPA, Pepsi Ice Center and O'Neil Pool. Due to timing, quotes and bids were received for the O'Neil pool projects first.

On November 10, 2009, the Illinois Department of Public Health notified staff that the current wading pool filter system would not provide the required flow of ninety-two (92) gallons per minute. Without replacing the filter system this requirement could not be met and a license to open the wading pool would not be issued.

Staff let bids for the O'Neil Wading Pool Filter Project on March 9, 2010. The bid was advertised and mailed to four (4) vendors. No responses were received. Chester Pool Systems, who had completed the original installation, had previously provided a quote on August 5, 2009 in the amount of \$11,308. Staff contacted Chester Pool Systems for another quote and they have agreed to offer the same quote for this project. Installation will be performed by Parks Maintenance staff.

Staff respectfully recommends that Council approve the expenditure of the excess General Obligation Bond Series 2004, in the amount of \$11,308 for the O'Neil Pool filter system, that the quote from Chester Pool Systems in the amount of \$11,308 be accepted, and the Purchasing Agent be authorized to issue a Purchase Order for same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Funds are available for this purchase in the 2004 General Obligation Bonds, account X40750-4075-70990.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

John Kennedy, Director
Parks, Recreation & Cultural Arts

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Alderman Purcell questioned if the roof was under construction. John Kennedy, Director of Parks, Recreation, and Cultural Arts, addressed the Council. Construction had not yet begun. Council's approval was needed.

Alderman Purcell questioned the construction time line after Council's approval. Mr. Kennedy stated it would be finished before Memorial Day.

Motion by Alderman Schmidt, seconded by Alderman Anderson that the Expenditure of the Excess General Obligation Bond Series 2004, in the amount of \$11,308 for the O'Neil Pool Filter System be approved, the quote from Chester Pool Systems in the amount of \$11,308 be accepted, 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Quotations - General Obligation Funds Projects – O'Neil Pool Roof

RECOMMENDATION: That the expenditures of the excess General Obligation Bond Series 2004, in the amount of \$23,513 be approved for O'Neil Pool Roof, and the Purchasing Agent be authorized to issue Purchase Orders for same.

BACKGROUND: On February 22, 2010, Council approved the utilization of the General Obligation Bond Series 2004 for projects at the BCPA, Pepsi Ice Center and O'Neil Pool. Due to timing, quotes and bids were received for the O'Neil pool projects first.

The O'Neil Roof project was broken into four (4) quotes and one (1) bid for all of the materials. Installation will be performed by Parks Maintenance staff. The quotes/bid are as follows:

TRUSSES

Lowe's	\$6,971*
Hundman Lumber	\$7,972
R.P. Lumber	\$10,570

I BEAM

Tick's	\$2,375*
Wherry's	\$2,417
Heritage Welding	\$2,446

BOILER PIPE

Roger's	\$1,750*
Connor	\$2,307
Johnstone	\$2,579

CRANE

Hafley	\$2,000*
Big Hook	\$2,376
Stark	\$2,528

ROOF MATERIALS (Bid)

Lowe's	\$10,417*
Menard's	\$10,429
R.P. Lumber	\$10,833
Hundman Lumber	\$11,819

*Low and recommended.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Funds are available in the 2004 General Obligation Bonds, account X40750-4075-70990.

Respectfully submitted for Council consideration.

Prepared 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 Schmidt, seconded by Alderman Anderson that the Expenditure of the Excess General Obligation Bond Series 2004, in the Amount of \$23,513 be approved for the O'Neil Pool Roof, and the Purchasing Agent be authorized to issue Purchase Orders for same.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 2010 - 2011 Bloomington Center for the Performing Arts (BCPA) Season Brochures

RECOMMENDATION: That the bid be awarded to Martin Graphics in the amount of \$5,191 and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: Bids for the printing of 22,000 brochures, including bulk mailing of 15,000 brochures, were advertised on March 5, 2010. On March 23, 2010 a total of eight (8) bids were opened and read as follows:

- | | |
|--|--------------------------|
| • Heyworth Printing, Heyworth, IL | \$11,750.00 |
| • Alphagraphics, Bloomington, IL | \$10,357.25 |
| • Edward Hine Co., Peoria, IL | \$9,809.00 |
| • Edward Hine Co., Peoria, IL | \$8,934.00 Alternate Bid |
| • Illinois Graphics, Bloomington, IL | \$8,762.17 |
| • Proforma, Peoria, IL | \$8,656.00 |
| • Original Smith Printing, Bloomington, IL | \$7,387.40 |
| • Premier Print Group, Champaign, IL | \$6,901.00 |
| • Martin Graphics, Bloomington, IL | \$5,191.00 *Lowest bid |

Martin Graphics produced the playbills for each show during the 2009-2010 performance season. Staff was very satisfied with their work.

The low bid is under the \$10,000 purchasing threshold requiring official Council action. Due to uncertainty of pricing, staff went through the formal bidding process which predicates requesting Council approval. Staff respectfully recommends that Council award the bid to Martin Graphics in the amount of \$5,191 and that the Purchasing Agent be authorized to issue a Purchase Order for same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Funds are available in account X21110-70740 for this expense.

Respectfully submitted for Council consideration.

Prepared 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 Schmidt, seconded by Alderman Anderson that the brochure bid be awarded to Martin Graphics in the amount of \$5,191 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order to the Professional Services Agreement with Shive-Hattery, Inc. to Design a Water Main Replacement Project on Morris Avenue from Approximately 1,150 feet south of Six Points Road to Approximately 650 feet north of Six Points Road and Approximately 725 feet west of Morris Avenue on Springfield Road and 1,350 feet west of Morris Avenue on Six Points Road

RECOMMENDATION: That the Change Order be approved and the Resolution adopted.

BACKGROUND: In January, 2009, staff proposed a project to design the replacement of the water mains on Greenwood Avenue from Morris Avenue to south Main Street. At the time, the Water Department did not have a plan set for the Illinois Department of Transportation (IDOT) project in this area, but was aware that a complete rebuilding of the Morris Avenue intersection with Veterans Parkway was to proceed at some point in the future.

Shive-Hattery, Inc., the engineering firm, hired by IDOT to design the improvements to Greenwood Avenue east and west of Morris Avenue, Morris Avenue, Veterans Parkway, Six Points Road and Springfield Road. These roads are slated to be improved with new intersections, road configurations, storm sewers, and traffic signals.

On January 26, 2009, Council approved a contract with Shive-Hattery, Inc. for the design of the water mains on Greenwood Avenue as the road design project was complete. The water mains could be designed and avoid conflict with the State road project. Shive-Hattery, Inc's water main design project was completed on time and slightly under budget.

The water main replacement project is set to bid in early May 2010 with completion in August 2010. The overall project will improve water system reliability, fire protection, pressure, and will reduce operating costs by eliminating poorly performing water mains.

With the complete set of IDOT plans now available and the road project set to begin in the fall of 2010, staff respectfully requests to proceed with the design of the remainder of the water mains in this area by amending the contract with Shive-Hattery, Inc. The cost to design additional water main replacements in the area of Morris Avenue and Veterans Parkway is \$19,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This change order will require the payment of \$19,000 from the Water Department Depreciation Fund, X50200-72540. That fund has a positive balance.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Craig M. Cummings
Director of Water

David A. Hales
City Manager

RESOLUTION NO. 2010 - 17

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$19,000 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND SHIVE-HATTERY, INC. FOR A WATER MAIN REPLACEMENT PROJECT ON MORRIS AVENUE FROM APPROXIMATELY 1,150 FEET SOUTH OF SIX POINTS ROAD TO APPROXIMATELY 650 FEET NORTH OF SIX POINTS ROAD AND APPROXIMATELY 725 FEET WEST OF MORRIS AVENUE ON SPRINGFIELD ROAD AND 1,350 FEET WEST OF MORRIS AVENUE ON SIX POINTS ROAD

WHEREAS, the City of Bloomington has previously entered into a contract with Shive-Hattery, Inc. for a Water Main Replacement Project on Morris Avenue from Approximately 1,150 feet south of Six Points Road to Approximately 650 feet north of Six Points Road and Approximately 725 feet west of Morris Avenue on Springfield Road and 1,350 feet west of Morris Avenue on Six Points Road; and

WHEREAS, for the reasons set forth in a staff report dated April 12, 2010 it is necessary to design additional water main replacements in the area of Morris Avenue and Veterans Parkway; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 12, 2010 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 \$19,000 in the contract between the City of Bloomington and Shive-Hattery, Inc. for the design of additional water main replacements in the area of Morris Avenue and Veterans Parkway be approved.

ADOPTED this 12th day of April, 2010.

APPROVED this 13th day of April, 2010.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Sage commented on this item. He requested a short presentation on this project during the Council's May 10, 2010 meeting. It was a large project and it was important to create awareness.

Alderman Fruin commented on recent bids. The low bid had not always been recommended. The Council had discussed a preference for local bidders. He appreciated the justification provided by staff.

Motion by Alderman Schmidt, seconded by Alderman Anderson that the Change Order be approved and the Resolution adopted.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order #3 for Fire Station #5

RECOMMENDATION: That the Change Order in the amount of \$15,530 be approved and the Resolution adopted.

BACKGROUND: This is the last anticipated Change Order for this project and contains a total of eleven (11) items that have been collected over the construction life of this project. The breakdown is as follows:

1. A fire rated shaft wall was utilized to enclose the mechanical shaft in lieu of the original designed conventional fire rated wall due to the conditions experienced during construction. The tolerances of the ductwork and insulation in the mechanical shaft were very exacting and the shaft wall system facilitated any future delays or issues. This allowed for a better installation of the ductwork and insulation.

Additional costs incurred \$ 837

2. The overhead water hose reels in the apparatus bay were specified to accommodate a 3/8 inch hose. Staff believed the hose size needed to be 3/4 inch. The architect made the change at a cost of \$1,810. This cost is for the price difference in price between the 3/8 and 3/4 inch hose reel only. The labor to make the change, all shipping and restocking was paid for by the architect and contractors. This was an oversight by the design team. The design team consists of Fire Department and Facilities Management staff and the architect.

Additional costs incurred \$1,810

3. When the water piping was inspected the plumbing inspector required the installation of two (2), two inch (2") check valves to prevent any water from the hose reels from siphoning back into the main water line. The plumbing inspector wanted the back flow device as close to the hose reels as possible as required by City and State Plumbing Code.

Additional costs incurred \$2,560

4. There are four (4) ceiling mounted air hose reels in the apparatus bay that had to be relocated to better suit the fire fighters needs and truck requirements. The location was determined by the design team and was shown on the construction drawings. A fire truck was driven to the station to check building equipment location while a truck was parked in the apparatus bay. At that time it was discovered that the location of the air hose reels was not in the proper location. To correct this, the air hose reels had to be relocated. This was an oversight by the design team.

Additional costs incurred \$2,508

5. The EMS storage room door was designed to have a keyed lock. While the building was being constructed, the Fire Department was given permission the carry narcotics on the EMS vehicles. A more secure lock than a keyed lock is required for storing these drugs in the EMS storage rooms. The EMS storage room locks have been replaced with a combination lock. In order to comply with this requirement the Fire Station 5 lock also had to be changed.

Additional costs incurred \$ 985

6. During the fire station construction, the power company installed new poles along Six Point Road. The new pole in front of the fire station was close enough to the concrete drive to not allow proper soil grading to prevent erosion. In order to prevent future erosion a landscape retaining block wall had to be constructed.

Additional costs incurred \$5,720

7. When the stove exhaust hood was installed the duct was exposed. The design team staff requested that the contractor install an extension to the hood to conceal the duct. This was the lowest cost option for the request.

Additional costs incurred \$ 194

8. The original plans specified a standard residential clothes washing machine be installed in the laundry room. Staff ordered commercial grade machine necessary for washing gear. The drain and electrical outlet had to be changed to accommodate the larger washing machine. This was design team oversight.

Additional costs incurred \$ 2,926

Total Changes \$17,540

1. Credit for an unnecessary three inch (3") double check valve (\$ 599)

Per the City plumbing inspector, the valve was not needed because back flow protection was provided at the device needing the protection.

2. Credit for unused paper towel dispensers (\$ 1,127)

The Fire Department uses the same paper towel dispenser at all stations. This change was made to avoid having to inventory two (2) types of paper towels.

3. Credit for unneeded ½" pipe (\$ 300)

The City plumbing inspector suggested this change as a means to reduce cost. The suggestion eliminated the need for approximately sixty feet (60') of ½" pipe.

Total Credits (\$ 2,023)

Total Changes \$17,540

Total Credits (\$ 2,026)

Total Change Order #3 \$15,514

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The impact of Change Order #3 will add \$15,514 to the contract with Peoria Metro Construction for a total contract amount of \$2,975,056. The budget for the construction of Fire Station #5 is \$3,000,000.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Bob Floyd
Facilities Manager

Michael Kimmerling
Fire Chief

David A. Hales
City Manager

RESOLUTION NO. 2010 - 18

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$15,514 IN THE CONTRACT BETWEEN THE CITY OF
BLOOMINGTON AND PEORIA METRO CONSTRUCTION FOR FIRE STATION #5**

WHEREAS, the City of Bloomington has previously entered into a contract with Peoria Metro Construction for Fire Station #5; and

WHEREAS, for the reasons set forth in a staff report dated April 12, 2010, eleven (11) changes had been collected over the life of the construction project; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 12, 2010 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 \$15,514 in the contract between the City of Bloomington and Peoria Metro Construction for Fire Station #5 be approved.

ADOPTED this 12th day of April, 2010.

APPROVED this 13th day of April, 2010.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Anderson that the Change Order in the amount of \$15,530 be approved and the Resolution adopted.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Public Hearing on 2010 - 2011 Budget and Adoption of an Ordinance Titled "Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2011"

RECOMMENDATION: That the Public Hearing be held and the 2010 - 2011 Annual Budget Ordinance passed.

BACKGROUND: On March 8, 2010, the City Manager presented a recommended budget for the Fiscal Year ending April 30, 2011 to the City Council. Budget Work Sessions were held on Saturday, March 13; Monday, March 15; Saturday, March 20; and Monday, April 5, 2010. The City held a budget open house on March 30, 2010 at the Bloomington Center for the Performing Arts.

A public hearing on the budget is required and a notice was published in the Pantagraph on March 31, 2010 to announce this hearing. Staff respectfully recommends that the public hearing be held and the 2010 - 2011 Annual Budget Ordinance passed.

The final printed budget document will be filed with the County Clerk and Treasurer within thirty (30) days of the adoption and will be available for distribution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Timothy L. Ervin
Finance Director

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2010 - 14

**BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR ENDING APRIL 30, 2011
CITY OF BLOOMINGTON**

Make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2010 and ending April 30, 2011, for the City of Bloomington, McLean County, Illinois.

Be It Ordained by the City Council of the City of Bloomington, Illinois: that passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4.

Section One. That the amounts hereinafter set forth, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Sister City Fund, Special Opportunities Available in Recreation (S.O.A.R.) Fund, Board of Election Fund, Drug Enforcement Fund, Cultural District Fund, Cultural District Donations Fund, Community Development Fund, Library Maintenance and Operation Fund, Library Equipment Replacement Fund, General Bond and Interest Fund, Market Square Tax Increment Financing (TIF) Bond Redemption Fund, 2004 Arena Bond Redemption, 2004 Multi-Project Bond Redemption, Capital Improvements Fund, 2003 Bond Project Fund, Central Bloomington TIF Fund, Water Maintenance and Operation Fund, Water Supply/Depreciation Fund, Illinois Environmental Protection Agency (IEPA) Loan Disb. Fund, Sewer Maintenance and Operation Fund, Sewer Depreciation Fund, Parking Maintenance and Operation Fund, Coliseum Parking Fund, Lincoln Parking Facility Fund, Storm Water Management Fund, Storm Water Depreciation Fund, Storm Water Equipment Replacement Fund, U.S. Cellular Coliseum Fund, Central Illinois Arena Management (CIAM), Employee Group Health Care Fund, Casualty Fund, Judgment Fund, Flex Cash Fund, Park Dedication Fund, J.M. Scott Health Care Fund, Police Pension Fund and the Fire Pension Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2010 and ending April 30, 2011.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2011, a copy of which is available at the City Clerk's Office and incorporated by reference.

(NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2011, published in book form, copies of which are available for inspection at City Hall, Bloomington Public Library, and other places throughout the City.)

Section Three. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks, or other instruments as allowed by law.

Section Four. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

Section Five. Partial Invalidity. If any section, subdivision, sentence or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Six. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section Seven. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the City Council of the City of Bloomington, Illinois this 12th day of April, 2010.

APPROVED by the Mayor of the City of Bloomington, Illinois this 13th day of April, 2010.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton introduced the item. There had been a number of Work Sessions and the City had hosted an Open House. This was the official Public Hearing. He requested that the comments from the public be brief and to the point.

Mike Fitzgerald, 1805 Dunraven, addressed the Council. He had sent a copy of his comments to the Council. He cited page 15, financial accountability, page 16, ensuring transparency, and page 45, the General Fund balance. The summary stated at year end the balance was \$5 million. The Bloomington Center for the Performing Arts (BCPA) was in the red. He cited specific items in the red totaling \$12 million. The total City budget increased seven percent (7%). The numbers for staff reductions and dollars saved did not coincide. He cited the funding for the Economic Development Council (EDC), Convention

and Visitors Bureau (CVB), and Downtown Bloomington Association (DBA). He recommended that the Council not approve the budget. There were not enough cost reductions. The effect of this budget would end up on the taxpayer's backs. He requested the Council review pages 15 and 16. Mayor Stockton clarified that Mr. Fitzgerald questioned sufficient reductions and fund balances.

David Hales, City Manager, addressed the Council. He complimented Mr. Fitzgerald for his detailed knowledge of the budget. Some of the deficits Mr. Fitzgerald referred to were single year operating deficits. He cited the beginning of the year fund balance. The City had structural deficits such as the Sewer and Storm Water Funds. This budget was a new document for this year. He would be looking at the final document for improvements in the budget narrative. There would be more detailed explanations for increases and decreases in the operational budget. Mr. Fitzgerald questioned why the BCPA was not an Enterprise Fund (EF) like the golf courses. Mr. Hales stated this year golf courses and refuse collection would become EF. The BCPA was not totally supported by fees. The BCPA required a portion of the Home Rule Sales Tax to generate enough revenue to cover their expenses. Mayor Stockton acknowledged the budget was a work in progress. The document was not perfect but staff had taken big steps forward. Performance measures would be included.

Ron Schultz, 1208 E. Oakland, addressed the Council. He believed David Hales, City Manager, was a great addition to the City. It was refreshing to have a professional City Manager. He requested that the Council vote no on the budget. There were easy reductions to be made. He was concerned about hiring additional personnel such as three (3) firemen and three (3) other positions. He supported restoring the General Fund reserves. He cited the state's financial situation. The City had raised property taxes to fund pensions. He cited the cost per firefighter as \$90,867 per year. The City could not afford this cost. Mayor Stockton directed the issue of personnel hiring to Mr. Hales. Staff had been working on a contingency plan. It had been the Council's belief that firefighters were important to the City.

Mr. Hales stated the Governor had sent a proposal to the legislature. The legislature had to approve the budget. The City had a contingency plan, if needed, which would involve labor. The City would consider outsourcing for the positions which had been eliminated by the Council (Clerk's Office - Support Staff, Finance Department - Internal Auditor, and City Administration - Public Information Officer). Mayor Stockton added that the number of employees had been reduced from a variety of positions. The common theme regarding City positions was the City's responsibility to address public safety, compliance, and transparency. Mr. Hales stated that additional firefighters would hopefully enhance response times in the City's northeast quadrant. Mayor Stockton stated it was a judgment call for the Council. Mr. Hales assumed the revenue would come. The City would move ahead with hiring these positions over the next few months. The City may have to eliminate programs or personnel. Mayor Stockton cited a previous discussion regarding the benefit from a lag in hiring.

Phil Boulds, 1 Palm Court, addressed the Council. He believed time was money. He had circulated petitions concerning the US Rt. 51 couplet for Downtown Bloomington. Mayor Stockton stated the City would host a Public Hearing in which he could turn in the petition.

Theresa Painter, 1102 E. Lafayette St., addressed the Council. She was concerned that the budget did not include work on Lafayette/Maple Streets. The work began five (5) years ago and was never completed. There had been a lot of time and money spent on the project. She questioned why it had not been completed. She was told that the funds were directed toward other projects. She believed the street was too narrow. Mayor Stockton had been by the Painter's house and believed that the home was well maintained. He agreed that the street was very narrow and there were no curbs. He understood her frustration. The question was when the City would be able to widen Lafayette. Mr. Hales stated in the past there were many over promises and commitments. There were many large projects winding down. When funds were available, staff would look into finishing older projects. Mayor Stockton stated that Ms. Painter's statement was part of the official record now. There was a list of many needs throughout the City.

Alderman Stearns requested a list of capital improvement projects that were previously on the books but were no longer there. Mr. Hales questioned what list Alderman Stearns was referring to.

Alderman Stearns was willing to share the capital improvement list with him. She believed it would help to acknowledge the projects on the list. Mr. Hales had requested a list from Public Works. His goal was to develop a five (5) year list with funding sources to be approved by the Council.

Alderman Stearns addressed the alley list which had also been questioned by a citizen. A particular citizen had been waiting for an alley project to be completed for seven (7) years. Mayor Stockton stated the staff needed to control who made unauthorized promises.

Bill Clesson, 7 Linnwood St., addressed the Council. Like Ms. Painter he had been dealing with uncompleted road work for the past twenty-four (24) years. He had spoken to three (3) Council members about the issue over the years. In 1995, he requested a guardrail, curbs/gutters and a wider street. He cited his efforts to maintain the City's property. He requested that at minimum the City widen the street and add curbs/gutters. Mayor Stockton understood that Mr. Clesson had severe problems with the road.

Craig Gates, 1206 E. Empire St., addressed the Council. He thanked the Council for the time spent on the budget. He expressed concern that the budget was not fixed. He cited the economic situation. It required a total rethinking to determine the direction for the City. There was still a lot of work to do. He cited debt on the state and local government levels. The City needed to be efficient and "tighten their belts". The City could not afford luxuries. Unless there was a change to the City's mindset, it would be in the same position next year. Mayor Stockton supported some of Mr. Gates comments. He

cited the City's strategic plan. There were action items coming in FY 2010 - 2011. The recession caused one to rethink.

Dale Naffziger, 202 Greenleaf, owner of Growing Grounds and New Lafayette Club, 1602 S Main St., addressed the Council. He also expressed concern regarding Lafayette Street. For many years the City had promised to complete this project. It needed to be examined.

Mayor Stockton stated public input was complete. He thanked the citizens for their comments. He declared the Public Hearing closed.

Alderman Stearns questioned the process for Council comments. Mayor Stockton stated Aldermen could make comments.

Alderman Purcell questioned the number of new positions available in the budget. Mayor Stockton responded three (3) firefighters. The three (3) other positions had been removed from the budget. Mr. Hales added that these positions were part of professional services.

Alderman Purcell cited his discussion with Mike Kimmerling, Fire Chief. He had questioned the need for three (3) additional firefighters for the City's northeast quadrant. He understood that they would help to make the City safer. He planned to vote no on the budget. He cited televised Council meetings not occurring for the third year. He believed the budget could be reduced further.

Alderman McDade thanked Alderman Purcell for speaking with Chief Kimmerling. She questioned if Alderman Purcell had a quotation for the cost to televise Council meetings and what the funding source would be.

Alderman Purcell cited the Town of Normal's practices. Mayor Stockton believed that the Council would like to have televised meetings. There were deficiencies in the sound system. Prep work was still needed. The project had been divided into three (3) phases.

Alderman Stearns had spoken with Mark Peterson, Town of Normal's City Manager, questioning how the Town televised their Council meetings. She confirmed that a company televised their meetings for \$700 per meeting. She believed televised meetings were an asset. There also was value in placing the meetings on disc, (DVD). She believed that cities who did not televise their Council meetings were limited. Mayor Stockton stated the City would upgrade to digital audio. WJBC also broadcasted the Council meetings live and on demand.

Alderman Anderson reminded the Council that this item was further on the agenda. It was a phased process. The technology of that time could not adapt to what the City was using. He believed this was not a critical issue however it assisted with transparency.

Alderman McDade stated the Council had spent many hours working on the budget in Work Sessions. She questioned where the funding would come from for televised meetings and how the City would finance this plan.

Alderman Purcell stated there were a dozen places. He cited 4th of July fire works as an example.

Alderman Stearns had held conversations with her constituents. The Council should consider citizens comments. She could not support the budget. She believed \$2 million was not enough for street repairs. She cited funding needs for street repairs including broken curbs and potholes throughout her ward. She cited the Citizen Survey. The number one desire was maintenance of streets, curbs and sidewalks. She saw a responsible and status quo budget. The City had reduced spending by \$4 million. There was a dramatic increase in the General Fund. The operating budget was the same as last year. Financial stability was the City's number one goal. Pending pension liabilities were increasing. She believed it had nothing to do with the Police and Fire Departments. She cited the City's 2008 – 2009 CAFR (Comprehensive Annual Financial Report) which listed other post employment benefits with a total of almost \$3 million. The bond rating had slipped from the previous year. She cited Fitch's report. The City needed to develop a plan and control costs. She commented on Work Sessions and financial planning for the future. She also cited Standard & Poor's rating which discussed expenditures outpacing revenues. The Council would visit a \$14 refuse fee again. The only hope for the City's streets was a utility tax increase. She could not support the budget. She agreed with televised meetings and recommended that the City look to the Town as an example. The City needed to change its way of doing business. Mayor Stockton believed that all members of the Council would like to spend \$4 million per year on roads. It was not possible at that time. Mr. Hales questioned the ability to address all the issues raised this evening. He also questioned how meaningful this discussion would be to the budget.

Alderman Schmidt expressed appreciation for Alderman Stearns' passion. The budget was not perfect. She also appreciated staff's efforts. The budget was a working document that would serve as a guide during the fiscal year.

Alderman Fruin questioned funding for certain organizations. Mr. Hales stated the budget included a ten percent (10%) reduction in funding for the CVB, DBA, and EDC, a five percent (5%) reduction to Bloomington Normal Public Transit System (BNPTS). In addition there were some funds budgeted for the Special Service Area (SSA), Phase II.

Alderman Fruin commented on the work completed on the budget. It had been more open to the public than in the past. The Council had to do their best and realize the progress that had been made. The Council could not become complacent. He would support the budget.

Alderman Anderson thanked Mr. Hales. The City was in a better position then it had been before. He believed the City was doing better financially than other cities.

Alderman Sage echoed the previous comments. He appreciated the opportunities given to the Council to discuss the budget. He cited the Work Sessions and the Budget Open House. The Open House created opportunities to obtain feedback. The budget was a process and they had taken a giant step forward. He believed it was a quality document in terms of ease of understanding and line of sight.

Alderman McDade thanked staff. There had been enormous challenges. The staff deserved to be commended. There had been a number of meetings. She wanted to assure citizens that the staff was working hard and solving problems. Issues also needed solutions. Staff would continue to work hard. The City was headed in the right direction.

Mayor Stockton stated the budget was not perfect. Every budget was a compromise. Many hours were spent in Work Sessions discussing the budget. Balancing a budget involved competing interests and balancing present and future needs. It had been a difficult process. The budget was a dynamic work in progress. He hoped to put more money toward roads and financial stability. He commended all involved for the role they played. The work was not done.

Motion by Alderman Anderson, seconded by Alderman Schmidt that the Public Hearing be held and the 2010 - 2011 Annual Budget Ordinance passed.

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

Ayes: Aldermen Schmidt, McDade, Anderson, Hanson, Sage, and Fruin.

Nays: Aldermen Stearns and Purcell.

Motion carried.

The following was presented:

SUBJECT: An Ordinance Amending Section 301.6 of Chapter 21 by Maintaining the Monthly Refuse Fee at Fourteen Dollars (\$14)

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

BACKGROUND: In April 2009, Council on staff's recommendation raised the monthly refuse fee from seven dollars (\$7) to fourteen dollars (\$14) per month. That ordinance contained language which would lower the refuse fee back to seven dollars (\$7) per month effective May 1, 2010. City revenues continue to be low. In addition, the City continues to explore the possibility of having refuse fees more closely reflect the cost of pickup. Staff therefore respectfully recommends that the refuse fee remain at fourteen dollars (\$14) per month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch
Director of Public Works

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2010 - 15

**AN ORDINANCE AMENDING SECTION 301.6 OF CHAPTER 21
OF THE BLOOMINGTON CITY CODE BY MAINTAINING THE MONTHLY REFUSE
FEE AT FOURTEEN DOLLARS**

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

Section One: That Section 301.6 of Chapter 21 of the Bloomington City Code, 1960, as amended, shall be further amended as follows: (additions are indicated by underlines; deletions are indicated by strikeouts):

Effective May 1, 2009, there shall be a charge for refuse collection of refuse to the owner and/or occupant of every dwelling unit for which refuse service is actually provided by the City. Such fee shall be in the amount of fourteen (\$14.00) per month per single family dwelling and fourteen (\$14.00) per month for each unit in a two family or multi-family dwelling. Effective May 1, 2011, such fee shall be in the amount of seven dollars (\$7.00) per single family dwelling and seven dollars (\$7.00) per month for each unit in a two family or multi-family dwelling. The refuse fee shall be payable on a monthly basis. Failure to pay the fee upon billing by the City may result, at the City's option, in the placement of a lien against the real estate or may result in the filing of a complaint in Circuit Court seeking a personal judgment against the owner or persons interested in the property subject to such refuse fee, termination of refuse services, termination of water service or other remedies. The election of a particular remedy shall not constitute a waiver of any other remedy available to the City for collection of the refuse fee.

The owner of the dwelling unit, the occupant thereof and the user of the services shall be jointly and severally liable to pay such refuse fee and the services are furnished to the dwelling unit by the City only on the condition that the owner of the dwelling unit, occupant thereof and user of the refuse service are jointly and severally liable. The refuse fee for such refuse collection shall be paid in advance, for which the City of Bloomington shall provide refuse collection service to the dwelling unit at least once each week.

Section Two: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section Three: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: This ordinance shall be effective May 1, 2010.

Section Five: This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 12th day of April, 2010.

APPROVED this 13th day of April, 2010.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton introduced this item. David Hales, City Manager, addressed the Council. The changes made do not call for a sunset clause at this time. He did not believe the City could afford a roll back to \$7 in the future. It already was a subsidized service. Council had flexibility.

Alderman Purcell stated the City relied upon that money now. He cited changes to refuse collection. He wanted a sunset clause.

Alderman Schmidt stated the Council needed to “keep their feet to the fire”. She believed an annual sunset clause would do that. She questioned why refuse collection was not being paid for with property taxes. She also questioned how the City would manage bulk waste.

Alderman Stearns supported a sunset clause. The City should look at this annually. She would support this item at this time because the City was moving in the right direction. She cited recent changes to curbside pickups. She believed the City could reduce the cost of refuse collection. There were changes coming regarding recycling. Incentives remained the same. She supported a pay as you go system.

Alderman Fruin would support this item. He was not a fan of the sunset clauses. The scheduled 2014 sunset clause for sales tax was unlikely. There were a number of options available to the City regarding refuse pick up. The City had the ability to change.

Alderman McDade added her willingness to support this item. She cited the actual cost for refuse collection the previous year was \$21 per family per month.

Alderman Purcell cited the history of rate increases. Mayor Stockton stated property tax funding was directed towards state mandates. Mr. Hales stated staff was reviewing refuse collection costs to insure it was fully loaded. Mayor Stockton stated that this was the task of an internal auditor.

Motion by Alderman Anderson, seconded by Alderman Stearns that the revised Text Amendment be approved and the Ordinance be passed.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Government Center Operation and Maintenance Expenses for 2010

RECOMMENDATION: That the Amendment to the lease and Payment be approved.

BACKGROUND: The City and McLean County jointly lease the Government Center facility from the Public Building Commission (PBC). According to the terms of the lease, the County and City must each make an annual payment to the PBC to cover operation and maintenance expenses for that year. The amount of payment is determined each year based upon the previous year's experience and anticipated additional expenses. The City's share for the calendar year 2010 has been determined to be \$412,305.

The lease requires the parties to execute an attachment to the lease every year to indicate the operation and maintenance expenses due for that year. Staff respectfully recommends approval of the attachment and authorization for payment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Funds are available in FY 2011 in account #1001-15485-70425.

Respectfully submitted for Council consideration.

Recommended by:

David A. Hales
City Manager

ATTACHMENT NO. EIGHT TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois dated November 20th, 2001, between the undersigned parties, the City and County agree to pay to the PBC for the period beginning January 1st, 2010 and ending December 31st, 2010 the sum of \$824,620.00. Of this total, the City agrees to pay \$412,305.00 and the County agrees to pay \$412,305.00.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building for the one-year period beginning January 1, 2010 said functions being all pursuant to the provisions of Section III of the Lease, dated November 20th, 2001.

The City and County agree to cause the necessary tax levies to be made to provide for the collection of the funds needed to pay the amounts hereinabove set forth.

This attachment is executed by the officers of the Public Building Commission, by the Officers of the County of McLean and by the Officers of the city of Bloomington as of the dates set forth below.

COUNTY OF MCLEAN

By: Matt Sorenson
Chairman, County Board

Executed 03-16-2010

ATTEST:

Peggy Ann Milton
County Clerk

PUBLIC BUILDING COMMISSION OF
MCLEAN COUNTY, ILLINOIS

By: Robert Reed Jr.
Its Chairman

Executed 04-26-2010

ATTEST:

John Morel
Its Secretary

CITY OF BLOOMINGTON

By: Stephen F. Stockton
Its Mayor

Executed 04-13-10

ATTEST:

Tracey Covert
City Clerk

David Hales, City Manager, introduced the item.

Alderman Sage questioned the methodology used to determine the City's share. Mr. Hales stated McLean County determined the budget. There had been discussions with County staff. He planned to continue same. They would begin earlier next year. Staffing was an issue. The square footage occupied was equal for both the City and County.

Motion by Alderman Fruin, seconded by Alderman Schmidt that the Amendment to the lease and payment be approved.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Proposals for Insurance Broker and Insurance Coverage for Workman Compensation and Property/Casualty

RECOMMENDATION: That the proposal be awarded to Arthur J. Gallagher in the amount of \$635,403 for one (1) year, and the Mayor and City Clerk be authorized to execute necessary documents.

BACKGROUND: Since 1995, the City contracted with Risk Insurance Management Company (RIMCO) to serve as its Third Party Administrator and to oversee Central Illinois Risk Pool Authority's (CIRPA) day to day operations.

Council directed staff to evaluate RIMCO's Services, and during fiscal year 2008-2009, contacted Nugent Consulting Group, (NCG), for a review of the insurance services RIMCO provided. Over the last year, NCG assisted staff with a review and analysis of the City's risk management insurance needs. NCG became very familiar with the City's insurance operations, and provided guidance regarding obtaining a more cost effective and efficient program which would allow the City to protect its present and future assets.

On May 27, 2009, NCG presented Council with its independent evaluation of RIMCO's insurance model; cost; liabilities; claims; and investments. At that same meeting, Council approved a one (1) year contract with NCG to create and issue a Request for Qualifications (RFQ) for insurance brokers, secure competitive proposals, and to provide a detailed analysis report to the City.

The process was divided into phases for Insurance Broker Services:

Phase One: Request for Qualifications (RFQ): A notice was published on September 18, 2009 via the Pantagraph and the City's website. The RFQ's were due on October 22, 2009. Six (6) firms were contacted and three (3) firms responded. David Hales, City Manager, recommended that NCG contact existing insurance pools in Illinois to provide proposals, but they did not respond with a proposal.

NCG evaluated the received RFQ's and selected two (2) firms, Arthur J. Gallagher & Company and Marsh USA to advance to Phase II. These firms were selected to proceed based on their significant municipal experience and the scope of resources available to municipal clients. Phase II called for the submission of a proposal, (RFP) by March 12, 2010.

Phase Two: Arthur J. Gallagher & Company and Marsh USA submitted their proposals by the March 12, 2010 deadline. NCG evaluated the proposals and recommended Arthur J. Gallagher. Staff concurs, and believes the proposed contract with Arthur J. Gallagher is in the best interest of the City. Staff respectfully recommends that Council approve a contract with Arthur J. Gallagher in the amount of \$635,403 for one (1) year, and the Mayor and City Clerk be authorized to execute necessary documents.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The citizens of the City.

FINANCIAL IMPACT: The cost for the one (1) year contract to provide insurance broker services is \$37,500. This fee does not include the projected cost for insurance premiums of \$597,903.

Prepared by:

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Reviewed by:

Kim Nicholson
Purchasing Agent

Recommended by:

David A. Hales
City Manager

AGREEMENT

THIS AGREEMENT is made and entered into and effective this 1st day of May, 2010 (“Effective Date”) by and between City of Bloomington (IL) (“Client”), and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., an Illinois corporation (“Gallagher”).

I. TERM AND TERMINATION

This Agreement will remain in effect until May 1, 2011. This Agreement may be terminated by either party at any time upon thirty (30) days prior written notice.

II. OBLIGATIONS OF GALLAGHER

Gallagher will provide the services set out on Exhibit A attached hereto (collectively, The “Services”) to Client. Gallagher will use its commercial best efforts to secure such insurance coverages on Client’s behalf. In the event an insurance company cancels or refuses to place such coverages, Gallagher will use its commercial best efforts to obtain the coverage from another insurance company.

III. OBLIGATIONS OF CLIENT

Gallagher will write policies on behalf of Client for the coverages set out in Exhibit A attached hereto (“Policies”) net of commission, and will not earn or retain any commissions on the Policies. In lieu of receiving commissions, Gallagher will charge and Client will pay an annual fee of \$37,500 during the term hereof payable upon inception for the Services. If additional services are required, other than those set out in Exhibit A, Client agrees to compensate Gallagher for those services at its usual and customary rates.

IV. DISCLOSURES

- A. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Any such fees or commission will not constitute compensation to Gallagher under Section III. above. Gallagher agrees that it shall not accept contingent commissions on any of Client's placements.
- B. Where applicable, insurance coverage placements which Gallagher makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.

V. INDEMNIFICATION

- a. Gallagher agrees to indemnify and hold Client harmless from any loss, cost, damage, or expense (including reasonable attorney's fees) arising from the negligent acts or omissions of Gallagher.
- b. Client agrees to indemnify and hold Gallagher harmless from any loss, cost, damage, or expense (including reasonable attorney's fees) arising from the negligent acts or omissions of Client, including any financial obligation to pay premiums to any insurance company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

Arthur J. Gallagher
Risk Management Services, Inc.

City of Bloomington (IL)

By: Cynthia L. LaMantia

By: Stephen F. Stockton

Date: May 4, 2010

Date: April 13, 2010

EXHIBIT A

City of Bloomington BROKERAGE SERVICES FOR POLICY TERM 05/01/2010 to 05/01/2011

Insurance coverages include: Property/Inland Marine, Auto Physical Damage, Auto Liability, General Liability, Public Officials including Employment Practices Liability, Employee Benefits Liability, Law Enforcement, Terrorism, Excess Liability Excess Workers Compensation, Crime, and Boiler and Machinery.

1. Prepare Renewal Strategy Plan for Client and Risk Management Consultant;
2. Prepare Renewal Spreadsheets and forms. Obtain renewal information from the Client and Consultant;
3. Produce comprehensive submissions, based on underwriting data compiled and present to each selected market;
4. Provide the Client and Risk Management Consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame;
5. Market and bind coverage as instructed by the Client and the Risk Management Consultant;
6. Arrange for binders to be prepared and deliver binders to the Client and copy to Risk Management Consultant;
7. Review the accuracy of all policies and obtain corrections where needed in a timely manner;
8. Distribute copy of policies to both the Client and Risk Management Consultant;
9. Process endorsement requests with carriers as requested by the Client and the Risk Management Consultant;
10. Issue or arrange for issuance of Auto 10 cards and Certificates of Insurance as requested by the Client and Risk Management Consultant;
11. Act as Liaison if necessary between claims TPA and Client;
12. Prepare for and attend meetings, as requested by the Client/Consultant/Board;
13. Provide individually placed coverage(s) as requested by Client and/or Consultant.
14. Review Insurance Contracts and Certificates.

David Hales, City Manager, introduced this item. He cited the process followed.

Motion by Alderman Purcell, seconded by Alderman Schmidt to suspend the rules to allow someone to speak.

Motion carried.

Mike Nugent, Nugent Consulting Group, 2409 Peachtree Lane, Northbrook IL, addressed the Council. He was pleased with the Request for Proposal (RFP) results. The process started with a Request for Qualifications (RFQ). The results had favored the City. There were reduced costs and increased coverages.

Alderman Purcell applauded the efforts made. Mr. Nugent enjoyed working with City staff.

Alderman Sage stated this action was driven by Council. There had been some concerns. Staff took the initiative and brought in Mr. Nugent. He applauded their efforts. Mr. Hales stated that annual savings, (\$1.5 - \$2 million), would continue as the City moved forward. There was more to do. This was a major systemic change.

Alderman Schmidt questioned if this item involved a one (1) year contract. Mr. Nugent noted that the renewal process begins six (6) months out. There was a limited field of vendors which narrowed the competition. He examined the market and the performance of the providers in order to model his recommendations.

Alderman Stearns questioned the claims fund. Mr. Nugent could not answer as it was not part of the RFP. Equity had been liquated. She questioned the percentage of claim funds in equities. Mr. Nugent stated if everything worked correctly the City would not hear from Lloyd's of London.

Alderman Stearns stated governing bodies had a tendency towards status quo. This was a cost saver to the taxpayers. Mayor Stockton stated with a new City Manager came a new perspective. Mr. Hales had served the City well. Mr. Hales stated the fee had been specified. Mr. Nugent noted that two (2) representatives from Gallagher were present at the meeting. Only a fee was paid, no commission. The fee had been lower than expected.

Alderman Sage added that competition was a wonderful thing.

Motion by Alderman Hanson, seconded by Alderman McDade to return to order.

Motion carried.

Motion by Alderman Hanson, seconded by Alderman McDade that the Proposal be awarded to Arthur J. Gallagher in the amount of \$635,403 for one (1) year, 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Request for Proposals (RFP) for Third Party Administrator Claims Adjustment Services

RECOMMENDATION: That the proposal for third party administrator claims adjustment services be awarded to Alternative Services Concepts, (ASC), in the amount of \$279,688.97, negotiable each year for three (3) years, and the Mayor and City Clerk be authorized to execute necessary documents.

BACKGROUND: In April 2009, Risk Insurance Management Company (RIMCO) notified the City that they were closing their doors. On May 27, 2009, Nugent Consulting Group (NCG) recommended that Council authorize ASC to serve as the City's Third Party Administrator (TPA) for one (1) year.

ASC handles claims processing for all current Central Illinois Risk Pooling Authority (CIRPA) claims involving the City. The current contract is between the City and ASC. The bulk of ASC's claims involve worker's compensation claims. ASC was made aware of the City's intention to request proposals for claims processing services after June 1, 2010.

As part of NCG's contract with the City, an RFP for TPA was to be created and issued, competitive proposals secured, and a detailed report provided. On December 15, 2009, an RFP was emailed to potential bidders as well as published in the Pantagraph. Two (2) subsequent Addendums were issued on January 14 and 19, 2009 respectively. Five (5) claim administrator service companies submitted proposals for consideration.

The five (5) proposals were analyzed based on the criteria requested in the RFP, which were:

1. Completeness of proposal to include all required services.
2. Cost requirements for services to be provided.
3. Ability to meet service requirements.

Based on the criteria and evaluation, three (3) companies were invited for interviews. On March 25, 2010, interviews were conducted at City Hall. The interview team consisted of David Hales, City Manager; Barb Adkins, Deputy City Manager; Emily Bell, Director of Human Resources; Kim Nicholson, Purchasing Agent; and Mike Nugent, NCG.

Once the interviews were completed and the final ratings were adjusted, ASC received the highest score. ASC has developed innovative approaches to reducing and controlling workers compensation costs.

Although Underwriters Safety and Claims' cost is \$7,900 less than ASC, ASC's scope included Nurse Triage and Medical Networking Development. Staff respectfully recommends that Council approve a three (3) year contract with ASC to continue as the City's TPA for the fee of \$279,688.97, negotiable each year, and that the Mayor and City Clerk be authorized to execute the necessary documents.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The taxpayers and employees of the City.

FINANCIAL IMPACT: The fee of \$279,688.97 is available in account #6040-60400-70713.

Respectfully submitted for Council consideration.

Prepared by:

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Reviewed by:

Kim Nicholson
Purchasing Agent

Recommended by:

David A. Hales
City Manager

ASC
Alternative Service Concepts, LLC

CLAIMS SERVICE CONTRACT

THIS AGREEMENT is made and entered into with an effective date of May 1, 2010 between ALTERNATIVE SERVICE CONCEPTS, LLC, formed in Delaware, with principal offices at 2501 McGavock Pike, Suite 802, P.O. Box 305148 Nashville, Tennessee 37230-5148, herein referred to as "ASC", and City of Bloomington with principal offices in Bloomington, IL, hereinafter referred to as "Client".

WITNESS:

WHEREAS, "ASC" is in the claims service business; and

WHEREAS, "Client" desires to contract with "ASC" as its claims service company to service the Workers' Compensation and property & casualty claims of "Client's" arising out of their facilities located in Bloomington, IL.

NOW, THEREFORE, "ASC" and "Client" contract as follows:

"ASC" AGREES:

1. (a) To Review all claims and/or losses reported during the term of this Contract which involves worker's compensation and property & casualty claims against the "Client".

- (b) To investigate, adjust, settle or resist all such losses and/or claims within the agreed discretionary settlement authority limit of \$5,000.00 Dollars.
 - (c) To investigate, adjust, settle and resist all such losses and/or claims as are in the excess of the agreed discretionary settlement authority of \$5,000.00 Dollars only with specific prior approval of "Client".
2. To furnish all claim forms necessary for proper claims administration.
 3. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of the "Client". Such files are available for review by "Client" at any reasonable time, with notice.
 4. To maintain adequate General Liability, Automobile Liability, Workers' Compensation, Fidelity Bond, and Errors and Omissions insurance coverage.
 5. To indemnify, defend, and hold harmless "Client" with respect to any claims asserted as a result of any errors, omissions, torts, intentional torts, or other negligence on the part of "ASC" and/or its employees, unless the complained of actions of "ASC" were taken at the specific direction of "Client".

"CLIENT" AGREES:

1. To make funds available that "ASC" may draw from at any time and from time to time for claim and/or loss payments for associated allocated expense with prior approval of "Client".
2. To pay "ASC" fees in accordance with the Fee Schedule attached to this contract.
3. To pay "ASC" within thirty (30) days of effective date of all invoices.
4. (a) To pay all Allocated Loss Expense in addition to the claim service fee to be paid to "ASC" as prescribed in this Contract.

(b) "Allocated Loss Expense" shall include but not be limited to attorney's fees; commercial photographers' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; witnesses' travel expense; extraordinary travel expense incurred by "ASC" at the request of "Client"; court reporters' fees; transcript fees; the cost of obtaining public records; witnesses' fees; medical cost containment services, such as utilization review, preadmission authorization, hospital bill audit, provider bill audit, and medical case management; automobile appraisal or property appraisal fees; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement, or defense of any claim hereunder or as required for the collection of subrogation on behalf of the "Client".

5. To relinquish authority to "ASC" in all matters relating to claims service within the agreed discretionary settlement authority limit of \$5,000.00 Dollars.
6.
 - (a) In the event, "ASC", acting at the specific direction of the "Client", becomes liable to any third party, "Client" agrees to indemnify, defend, and hold "ASC" and/or its employees harmless.
 - (b) If "ASC" or any of its employees are named as defendant in any action (i) where the plaintiff's cause of action involves a claim hereunder and (ii) where there are not allegations of errors, omissions, torts, intentional torts, or other negligence on the part of "ASC", "Client" will assume the defense of the action on behalf of "ASC" and/or its employees and indemnify and hold "ASC" and/or its employees harmless from any judgment rendered as a result of such action.

"ASC" AND "CLIENT" MUTUALLY AGREE AS FOLLOWS:

1. The term of this Contract is continuous from its effective date for three (3) years. This Contract may be terminated by either "ASC" or "Client" with cause by providing sixty (60) days' prior written notice by certified mail.
2. This Contract covers Claim Service for "Client" in the United States of America.
3. Gross receipts tax or assessments in those states or jurisdictions where levied shall be in addition to the service fee.
4. In the event any one or more of the provisions of this Contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Contract shall continue in full force and effect, as if said invalid and unenforceable portion had not been included in this Contract.
5. This contract shall be construed and interpreted in accordance with the laws of the state of Illinois.
6. This Contract represents the entire understanding of "ASC" and "Client" and supersedes all prior oral and written communications between "ASC" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified or waived except in writing signed by a duly authorized representative of "ASC" and "Client".
7. The failure or delay of either "ASC" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either "ASC" or "Client" or operate to deprive either "ASC" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

8. This Contract is binding on any and all successors to the parties and assignable, in whole or any part, only with the written consent of the non-assigning party.

IN WITNESS WHEREOF, "ASC" and "Client" have caused this Contract to be executed by the person authorized to act in their responsive names.

ALTERNATIVE SERVICE CONCEPTS, LLC

Witness: Beth Saling

By: Robert Bennett
Title: CEO

Date: April 14, 2010

CITY OF BLOOMINGTON

Witness: Tracey Covert

By: Stephen F. Stockton
Title: Mayor

Date: April 21, 2010

(ATTACHMENT A – FEE SCHEDULE AND MANAGERED CARE PRICING ON FILE IN CLERK'S OFFICE)

Mayor Stockton introduced this item. David Hales, City Manager, addressed the Council. There were two (2) points he wanted to make. The City had received several proposals and interviewed the top three (3) candidates. The firms were evaluated for the nurse triage.

Motion by Alderman Anderson, seconded by Alderman Schmidt to suspend the rules to allow someone to speak.

Motion carried.

Mike Nugent, Nugent Consulting Group, 2409 Peachtree Lane, Northbrook IL, addressed the Council. Last year, Risk Insurance Management Company (RIMCO) had closed its doors. The City had placed its faith in him. He recommended that the City bring ASC to the table. An RFP was issued which created a process for other parties to compete for the City's business. ASC's proposal was slightly higher but this firm brought tools to the table to assist with bigger issues, (i.e. workers compensation). ASC would provide two (2) tools: 1.) nurse triage, with an 800 telephone number that would benefit employees by providing quicker response times and 2.) bring in a firm who would develop the City's own panel of doctors. It was an interesting concept. The return to work program would cost a little more. The goal was to reduce costs overall. The consensus was that ASC was the best firm. It had not been easy to move. The price was locked in for three (3) years.

Alderman Sage questioned if a three (3) year term was best practice. Mr. Nugent believed it would benefit the City. It was more than a price issue. It was industry standard for municipalities. Mr. Hales added ASC had set a record with the City on speed of turn around of four (4) days.

Motion by Alderman Schmidt, seconded by Alderman Anderson to return to order.

Motion carried.

Motion by Alderman Fruin, seconded by Alderman Schmidt that the proposal be awarded to Alternative Services Concepts, in the amount of \$279,688.97 negotiable each year for three (3) years, 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to Contract for Private Development between City of Bloomington and Interchange City West, LLC

RECOMMENDATION: That the amendment to the Agreement for Private Development be approved and the Mayor and City Clerk be authorized to execute the amendment.

BACKGROUND: In October 2000, the City entered into an agreement with Interchange City West, LLC (ICW) and the Town of Normal (Town) to develop property owned by ICW which eventually became the west side Wal-Mart and surrounding strip mall. A previous draft of this amendment was discussed at the City Council meetings of January 12, 2009, February 9, 2009, and December 28, 2009. At the December meeting, the City Council authorized the City Manager to retain outside counsel to review the history of the parties' actions under the Agreement and to propose modifications to the Agreement. The City Manager, after reviewing several law firms, ultimately chose the Springfield law firm of Sorling, Northrup, Hanna, Cullen & Cochran, Ltd. Stephen J. Bochenek and Brian D. Jones performed the work on behalf of the Sorling firm. Their recommendations are incorporated into the draft of the Agreement before you tonight.

The amendment proposed tonight will extend the period for payment of sales tax revenue generated by the project from November 1, 2010 to April 30, 2016. It does not guarantee that

ICW will recoup all of the expenses it incurred as a result of the agreement. The intent of the amendment is to place ICW in the same position it would have been in had the initial start of the project not been delayed by reason of the decision of the Illinois Department of Transportation (IDOT) to widen Route 9.

For the reasons which follow, the staff is requesting that the agreement be amended.

The "West Side Wal Mart" Agreement

Among the infrastructure covered by the original Development Agreement from 2000 was the construction of portions of J.C. Parkway, Bettis Drive, sanitary and storm sewers, sidewalks, traffic signals, and professional fees such as engineering, appraisal, soil testing, and legal fees. In addition, repayment for the engineering fees for the extension of J. C. Parkway south of Route 9 was included in the agreement. Finally, the agreement specified that interest on loans taken out by ICW to finance the cost of the infrastructure planning and construction was also covered by the reimbursement provisions. The agreement was for a ten (10) year period, which will expire in November, 2010.

Costs incurred by the developer (ICW) for the project's public infrastructure were to be reimbursed by payment to ICW of the one percent (1%) City sales tax received from retail sales in the developed area. Since the development is in the Metro Zone, and an intergovernmental agreement between the City and Town requires all revenues and expenses to be shared equally between the two (2) cities, the Town needed to agree to the Development Agreement.

The Agreement has accomplished its goal, which was the building of infrastructure to facilitate the location of the west side Wal-Mart. However, in the implementation of the agreement, some problems have arisen which, in the staff's opinion, require Council action.

Unforeseen Delay in Designs because of Route 9 Widening

After the Agreement was executed by all parties, IDOT announced that it intended to widen Route 9 at this location. If engineering plans were finalized prior to the widening, those plans would have to be redone after the Route 9 improvements by the State. This would needlessly add to the expense of the project. Everyone agreed to wait until the State's plans were finalized. However, the parties did not formally extend the life of the Agreement, which is still scheduled to expire in 2010. In effect, ICW would be forced to absorb the expense of public infrastructure because the source of repayment would no longer be available.

The Current Expiration Date Will Not Reimburse the Developer

At this point, if the Agreement were permitted to expire in November of 2010, the expense of engineering plans for the southward extension of J.C. Parkway would not be fully repaid. The parties have calculated that the Agreement would need to be extended to April 2016 to repay those engineering expenses along with accrued interest. The original expense of those engineering plans was \$888,801.47. Of course, the longer the City takes to pay back those expenses, the greater the interest amount on the notes taken out by ICW to pay those expenses

will be. In the past, interest on the note to Stark, (the primary owner of ICW), has been as high as six percent (6 %). The Agreement explicitly states that the plans for the southern extension of J.C. Parkway will become the property of the City with thirty (30) days after the execution of the Agreement. The City is therefore, in effect, buying the plans from ICW.

Since the southerly extension of J.C. Parkway is outside the Metro Zone, the Town is not required to continue to forego its half of the sales tax generated by the Metro Zone after 2010 (in any event, the City is contractually obligated to reimburse the Town for the Town's portion of Metro Zone revenues used to pay for the south extension of J.C. Parkway so the Town's actions do not increase the City's reimbursement obligation). For this reason, the extension of the contract is longer than the original delay in beginning the project, to take into account the fact that under the original contract both the City and Town would be paying ICW for the costs of the J.C. Parkway extension, but under this extension, the source of reimbursement funds is reduced by half; therefore a longer period of reimbursement is required to put ICW in the same situation it would have been in had the project not been delayed.

Extension of the Agreement to 2016 is a Fair Resolution

The deal made by the parties was to use the sales tax generated by the development to pay for the public infrastructure costs fronted by the developer. Although there was always some risk to the developer that the Wal-Mart and adjacent strip mall might not generate enough revenue to pay for all expenses, it was not anticipated that the development would be delayed by mutual agreement of all parties. The developer's position is that it has lived up to its side of the bargain; it put the project on hold with the full awareness and agreement of all parties to the contract, and the fair thing to do is to extend the repayment provisions. The staff agrees. The amendment would extend the repayment portions of the agreement to 2016, using as revenue the City's portion of the 1.5% City sales tax generated by the west side Wal-Mart and adjacent strip mall. The amendment clearly states that the City's obligation to make payments expires on April 30, 2016. The parties agree that the unreimbursed expenses which have been incurred by ICW up to the date of March 31, 2010 are \$1,405,790.22 (which is entirely to be paid by the City). Interest will continue to accrue on that amount until it is paid off or until April 30, 2016, whichever comes first. After April 30, 2016, the City will have no further obligation to reimburse ICW for the expenses incurred under the 2000 and 2002 Development Agreement. The City will become the owner of the design documents for the southern extension of J.C. Parkway thirty (30) days after the execution of this Amendment. The developer has expressed a concern that the General Assembly may place limitations on the ability of the City to impose Municipal Retailers' Occupation Taxes during the term of this Agreement. The staff believes this is an extremely remote possibility. If, and only if, the State of Illinois imposes limitations on the ability of the City to impose municipal sales taxes, the developer may ask to renegotiate the expiration date of this Agreement.

The Agreement Also Resolves an Underpayment of Sales Taxes by the City to the Developer

In reviewing the transactions regarding this development, the parties confirmed that sales taxes from stores other than Wal-Mart in the development had not been paid to the developer as required by the Agreement. The totals set forth in the previous paragraph include the sum of

\$332,899.52 in sales taxes from the project area which was erroneously not paid to ICW. One half of the \$332,899.52 will be paid by the City within thirty (30) days from the date of the signing of this Amendment. The remaining half will be paid by the City no later than August 1, 2010. Interest will not accrue on the \$332,899.52.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

**AMENDMENT TO CONTRACT FOR PRIVATE REDEVELOPMENT
BETWEEN CITY OF BLOOMINGTON AND INTERCHANGE CITY WEST, LLC**

WHEREAS, on November 6, 2000, the City of Bloomington, the Town of Normal and Interchange City West, L.L.C. (hereafter "ICW"), entered into a Contract for Private Redevelopment for property located between Wylie Drive and the Interstate Center and between Route 9 and Enterprise Drive, on the west side of the City of Bloomington and the Town of Normal; and

WHEREAS, said Contract for Private Redevelopment involved, in part, the planning and construction of public infrastructure for retail activity on the property described in said Agreement; and

WHEREAS, said Contract for Private Redevelopment also involved a promise by ICW to prepare engineering plans for the extension of J.C. Parkway south of Route 9, said extension located entirely in the City of Bloomington; and

WHEREAS, said Contract for Private Redevelopment called for ICW to be reimbursed for the cost of planning and constructing the public infrastructure described in the Contract for Private Redevelopment by receiving the revenue received by the City of Bloomington and the Town of Normal from 1% of the Municipal Retailers' Occupation Tax generated by the development itself, starting from the effective date of the Agreement and ending on November 1, 2010; and

WHEREAS, on March 25, 2002, said Contract for Private Redevelopment was amended to provide for additional roadwork on Route 9, but did not change the original expiration date; and

WHEREAS, for reasons unforeseen by any of the parties in 2000, the development project was delayed by reason of plans by the Illinois Department of Transportation to widen Route 9 at the

location of the development and by requests and requirements of the City of Bloomington to expand the scope of the portion of the development project south of Route 9; and

WHEREAS, for reasons unforeseen by any of the parties in 2000, the City of Bloomington and ICW collectively agreed not to complete the portion of the development project south of Route 9; and

WHEREAS, if the original Contract for Private Redevelopment expires on November 1, 2010, ICW will not recoup the amounts spent in the engineering plans for the south extension of J.C. Parkway in the City of Bloomington because the current written agreement does not take into account the delay in the payment of sales tax revenue because the project was delayed by reason of the widening of Route 9 by the Illinois Department of Transportation; and

WHEREAS, the parties believe it is reasonable and proper to amend the Contract for Private Redevelopment to give ICW additional time to more equitably recoup a portion of the money spent by ICW in planning the south extension of J.C. Parkway (said fund coming from the City's portion of the Municipal Retailers' Occupation tax generated from the development), and further that it is not the responsibility of the Town of Normal to pay for the plans for the extension of J.C. Parkway south of Route 9;

The parties hereby agree as follows:

Expiration Date of Contract Extended

- (1) The expiration date of the Contract for Private Redevelopment dated November 6, 2000, which was originally approved by the Bloomington City Council on October 23, 2000, as amended on March 25, 2002, is hereby extended from November 1, 2010 to April 30, 2016 or the date by which the reimbursable expenses of ICW are fully paid, whichever occurs first, said extension applicable only to the City of Bloomington and ICW. Notwithstanding anything else in this Agreement to the contrary, the expiration date of the aforesaid Contract for Private Redevelopment may be renegotiated by the parties if the State of Illinois enacts legislation which limits the ability of the City of Bloomington to impose Municipal Retailers' Occupation Taxes in the manner set forth in this Agreement.
- (2) The expiration date for any obligations of the Town of Normal under the Contract for Private Redevelopment of November 6, 2000, as amended on March 25, 2002, will remain November 1, 2010.

J.C. Parkway Extension – Property of City

In return for the extension of the expiration date of said Contract, all engineering plans for the southern extension of J.C. Parkway prepared or caused to be prepared by ICW will become the property of the City of Bloomington within thirty days from the execution date of this Agreement. ICW agrees to obtain within thirty days all necessary assignments of these

engineering plans, including any copyrights, to the City so that the City is the owner of all rights in those plans.

Payments

- (1) As of March 31, 2010, the amount which the parties will use for the purposes of determining the obligation of the City of Bloomington to ICW under the Contract for Private Redevelopment of November 6, 2000, as amended on March 25, 2002, for expenses related to the design work, engineering plans, and legal work connected with the proposed southerly extension of J.C. Parkway ("Phase II") is \$1,406,100.22 (for which the City of Bloomington is responsible).

The aforesaid amount includes the sum of \$332,899.22 in sales taxes from the project area which was erroneously not paid to ICW. One-half of the \$332,899.22 will be paid by the City within 30 days from the date of the signing of this Agreement. The remaining one-half of the \$332,899.22 will be paid by the City no later than August 1, 2010.

- (2) The parties agree that, in addition to the amount in the prior paragraph, interest will continue to accrue until April 30, 2016 or until the entire amount owing is paid to ICW, whichever event occurs first. The interest to be paid by the City is the actual interest paid or to be paid by ICW, as described in the Contract for Private Redevelopment. ICW will use its best efforts to obtain the lowest interest rate practicable.
- (3) The City of Bloomington shall have no obligation to make any payments to Interchange City West, L.L.C. after April 30, 2016.
- (4) The City of Bloomington may, at its sole discretion any time prior to April 30, 2016, pay off the entire amount then owing ICW without any penalty.

City Authorization Required for Additional Work

No additional work will be done by ICW on the Contract for Private Redevelopment of November 6, 2000, as amended on March 25, 2002, without the explicit authorization in writing by the City Council. The City of Bloomington may, in its sole discretion, withhold any authorization of the development project south of Route 9 irrespective of any obligations of ICW under third party contracts.

Reimbursement Solely from Municipal Retailers' Occupation Tax

ICW shall be reimbursed its costs for Phase II expenses solely from Bloomington's share (0.75%) of the Municipal Retailers' Occupation Tax generated on or after January 1, 2010, from the development. The parties agree that this provision is an explicit amendment to the preceding Agreements referred to in the preamble of this document.

Release, Waiver and Indemnification

- (1) This amendment is intended to be a full and complete settlement of any and all claims, disputes, and causes of action now existing or which may hereafter arise in any respect from the above-mentioned development project whether said claims are currently known, unknown, foreseen, or unforeseen to the parties to this amendment and their successor and assigns. The parties understand and acknowledge the significance and consequences of the specific intention to release all claims and hereby assume all responsibilities for damages, losses, or liability that they may hereafter incur from the above specified dispute.
- (2) As and for further consideration, each of the parties waive with prejudice those claims, causes of action, counterclaims, and/or cross-claims which each have or could have asserted as a result of any alleged breach of the Contract for Private Redevelopment, as amended.
- (3) As further consideration ICW shall indemnify and hold the City of Bloomington and its current and former officers harmless from any demand, liability, loss, cost, expense, or judgment, including attorneys' fees and costs, arising out of any claim made against the City of Bloomington or its current or former officers by ICW or as a result of any third party contract of ICW which relates to the development project described in the Contract for Private Redevelopment.

CITY:

CITY OF BLOOMINGTON, ILLINOIS,
a Municipal Corporation

By: Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

DEVELOPER:

INTERCHANGE CITY WEST, L.L.C.

By: David K. Stark
Its Manager

Mayor Stockton introduced this item. The City had brought in outside counsel. David Hales, City Manager, addressed the Council. The City had a prior opportunity to

meet with outside counsel. They had presented their findings based on new research. Their recommendations had been incorporated. He indicated that Bob Lenz and David Stark were present.

Todd Greenburg, Corporate Counsel, stated the amendment was off by a small amount. ICW had raised concerns about the home rule sales tax. The agreement had been reviewed by outside counsel in its entirety. He recommended approval. Mr. Hales stated if the agreement was approved the bank would consider a reduced interest rate.

Alderman Stearns reiterated that the City hired outside counsel. The City should accept their recommendations. The Council had learned a lot about following through contract processes. She would support this agreement.

Alderman Purcell reviewed the process. \$1 million was a lot of money. He would support this agreement. He was hopeful that it would be paid off by 2016.

Alderman Sage appreciated going forward. He believed the situation would not occur again. He would vote for this agreement as there were no other options. He appreciated how the staff handled the contract.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the amendment to the Agreement for Private Development 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement between the City and Eastlake LLC

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

BACKGROUND: In November of 2008, Eastlake LLC, and the City entered into an Agreement which, among other things, provided for the dedication of land by the developer to Unit 5 for the construction of an elementary school. The school is currently scheduled to open in August of 2010 and will be named Benjamin Elementary School. The developer agreed to pay for a traffic study for the intersection of Ireland Grove Road and Black Oak Boulevard. The developer also

agreed to pay for adjacent substandard roadway improvement and for construction and overlay of Ireland Grove Road, subject to specified monetary caps on those promises.

The traffic study resulted in a determination that a left turn lane is necessary for eastbound traffic on Ireland Grove Road turning north onto Black Oak Boulevard. Although Eastlake LLC is not willing to pay more for road improvements and asphalt overlay than it agreed to in the November 2008 Agreement, it is willing to advance funds so that a left turn lane and asphalt overlay can be constructed in time for the opening of Benjamin Elementary School. As of March 10, 2010, the developer has \$338,434.51 of obligations which could be used to construct these improvements. However, applying the funds to the left turn lane and overlay will result in a 3,770 foot portion of Ireland Grove Road to not have asphalt overlay between the bridge east of Black Oak Boulevard and County Road 2100 East. Although this is not an optimal situation, it is much better than the alternative of not having a left turn lane at the intersection of Ireland Grove Road and Black Oak Boulevard.

Because time is of the essence, the parties agreed that the fastest way to construct the necessary improvements is for the developer to have the work performed rather than the City. Staff believes that the developer is sufficiently motivated to protect the public interest. The work will, however, need to pay construction rates consistent with the Prevailing Wage Act.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Community Unit School District Five, McLean and Woodford Counties and Eastlake LLC.

FINANCIAL IMPACT: At some point in the future, an asphalt overlay will need to be applied by the City to the portion of Ireland Grove Road between the bridge east of Black Oak Boulevard and County Road 2100 East. Whether that will be done in the next fiscal year or at a later date will be determined during the budget process. The current estimate for performing this work is \$122,500.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed by:

J. Todd Greenburg
Corporation Counsel

Jim Karch
Director of Public Works

Tim Ervin
Director of Finance

Recommended by:

David A. Hales
City Manager

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND EASTLAKE LLC**

Whereas, on November 24, 2008, the City of Bloomington, Illinois (hereafter “City”) and Eastlake LLC (hereafter, “Eastlake”) and Community Unit School District No. Five, McLean and Woodford Counties, Illinois, (hereinafter, “Unit 5”) entered into an Agreement (hereafter “November 2008 Agreement”); and

Whereas, a traffic study was performed to determine the configuration of the intersection of Ireland Grove Road and Black Oak Boulevard, which will be a primary entrance and egress for motor vehicles traveling to and from Unit 5’s Benjamin Elementary School; and

Whereas, such traffic study has resulted in a determination that a left turn lane is necessary on Ireland Grove Road for eastbound traffic to prepare to turn north onto Black Oak Boulevard; and

Whereas, because Unit 5 desires to open Benjamin Elementary School in August, 2010, time is of the essence to build the intersection of Ireland Grove Road and Black Oak Boulevard in time for the opening of said school; and

Whereas, Eastlake is willing to advance funds for the overlay of Ireland Grove Road and to solicit bids and contract for necessary overlay work, but not to otherwise change the commitments made in the November 2008 Agreement.

Now, therefore, the City and Eastlake agree as follows:

1. That pursuant to Section IV.A.2.b. of the November 2008 Agreement, the City has elected that Eastlake shall pay the sum of \$125.00 per lineal front foot in lieu of any other adjacent street improvement obligation.
2. That the aggregate amount due from Eastlake pursuant to Section IV.A.2.b. of the November 2008 Agreement, combined with a similar section in a previous agreement between the City, Eastlake and others dated April 21, 2005, is \$755,138.75.
3. That the amount Eastlake has paid to date towards said \$755,138.75 obligation is \$416,704.24, which leaves a balance due from Eastlake in the amount of \$338,434.51.
4. That from the said \$338,434.51 remaining due from Eastlake, Eastlake shall advance funds, solicit bids and hire competent contractors to construct a left turn lane for eastbound vehicular traffic turning north onto Black Oak Boulevard combined with a surface asphalt overlay extending from the existing entrance to the Grove on Kickapoo Creek Subdivision located on Ireland Grove Road through the Black Oak Boulevard intersection (hereinafter, “Turn Lane Project”).
5. That the Turn Lane Project shall not include an asphalt surface overlay from the bridge on Ireland Grove Road east to Township Road 2100E.

6. That any contracted work on the Turn Lane Project shall pay wages at the rates required by the Prevailing Wage Act.
7. That Eastlake's total obligation for adjacent street improvements as described above shall not exceed said \$755,138.75.
8. This Agreement shall be effective as of the date of the last party to sign.

CITY OF BLOOMINGTON, ILLINOIS

By: Stephen F. Stockton
Mayor

Attest:

Tracey Covert
City Clerk

EASTLAKE, LLC

By: William C. Doud
Member

Mayor Stockton introduced this item. David Hales, City Manager, addressed the Council. At issue was who was responsible for payment of the left hand turn lane by Benjamin School. He had met with the developers and Unit 5. He cited the findings of the traffic impact study. On the opinion of Todd Greenburg, Corporate Counsel, it was deemed the City's obligation to pay. The City needed to do a better job going forward. Staff needed to look at risk factors. Risks were not capped to the City's benefit. The City would pay for the turn lane prior to school opening. The developers would oversee the work. Mr. Greenburg stated an accommodation by the developer was to advance the funding for the turn lane. A portion of Ireland Grove Road would have to be repaved by the City. This portion would be from the bridge east to County Road 2100 East.

Alderman Purcell questioned the year this work would be completed.

Alderman Anderson supported the agreement. The City needed a feasibility study prior to annexation. The City did not have the funds for this project. He understood liability.

Motion by Alderman Anderson, seconded by Alderman Schmidt that the 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Communications Technology Improvements Master Plan for City Hall Council Chambers and the City of Bloomington Web Site

RECOMMENDATION: That the Communications Technology Improvements Master Plan be approved as presented.

BACKGROUND: Staff has been working with Mayor Stockton, the Council Communications Subcommittee (Alderswoman McDade and Alderman Anderson), City Manager Hales and Deputy City Manager Adkins to develop an overall strategy for improving communications between the City and its citizens. This strategy currently involves updating the A/V capabilities within the City Hall Council Chambers and redesigning the City of Bloomington web site. Due to budget restraints, staff recommends a phased approach to these improvements. Current recommended phases are:

- Phase 1 – Replace sound reinforcement system in Council Chambers (FY 2010)
- Phase 2 – Redesign of City Web Site (FY 2011)
- Phase 3 – Implement new projection capabilities in Council Chambers (FY 2012)
- Phase 4 – Implement new video/recording/streaming capabilities in Council Chambers (FY 2012)

Staff has created a detailed report that explains the features and benefits that these different implementation phases will provide. The Communications Technology Improvements Master Plan includes a detailed report.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Council approval of the Communications Technology Improvements Master Plan will provide direction to staff to set in motion the improvements detailed therein. Staff would bring to each phase to Council for approval before committing any funds, and as budget permits. Current estimated cost for all four (4) phases is approximately \$190,000.

Respectfully submitted for Council consideration.

Prepared by:

Scott A. Sprouls
Director of Information Services

Recommended by:

David A. Hales
City Manager

Reviewed by:

Barbara J. Adkins
Deputy City Manager

(COMMUNICATIONS TECHNOLOGY IMPROVEMENTS MASTER PLAN ON FILE IN CLERK'S OFFICE)

Mayor Stockton introduced this item. Staff had been working on this plan for one (1) year. There had been discussions with various vendors and Aldermen Anderson and McDade. The result was the recommendation of four (4) phases phased through 2012. There had been many discussions concerning televised meetings. Audio needed to be improved first due to the quality of the signal.

Alderman Anderson commended Scott Sprouls, Director of Information Services. Mr. Sprouls addressed the Council. City Hall had an out of date system that was not repairable.

Alderman Anderson supported a phased process. The City would have a great product in the near future. Mayor Stockton believed it was time for the City to come into the 21st century.

Alderman Sage questioned support for the plan and the Town of Normal's vendor. Mr. Sprouls stated there were options. Staff looked long term for the best option for the City. Staff considered long term economies. He estimated the life of the equipment to be at least five (5) years. Audio and video streaming and recording had been separated. Improvements were needed to provide media with better connections and to meet ADA requirements. Staff would continue to look for efficiencies. The system could be used for all meetings held in Council Chambers. This was a better approach overall.

Alderman Sage clarified that the unit cost would be reduced by an increase to the number of meetings. He questioned the use of Eye to Eye, (Town of Normal's provider) as an interim solution. Mr. Sprouls responded affirmatively. The audio system needed to be updated first. The new audio could be installed in two to three (2 – 3) months. Staff would need to complete the RFP process. Alderman Sage stated a discussion could be held after the audio was in place.

Alderman Stearns suggested suspending the rules to allow a representative from Eye to Eye address the Council. She clarified that the existing system was not repairable.

Mr. Sprouls responded affirmatively. The new system had many features and benefits. It would set the system up for future upgrades.

Alderman Stearns questioned Phase II. Mr. Sprouls stated Phase II would include a redesign of the City's web site.

Alderman Purcell questioned close captioning. Mr. Sprouls stated that was a potential future option. He was unsure if it was required.

Alderman Fruin stated the Council had been talking about improved communications. He believed this looked like a good plan. He had not received any requests to televise meetings. He believed the web site was the best value for the money.

Alderman Anderson stated the web site had a very functional appearance but could be improved. Mayor Stockton clarified that when the audio was updated the City would have the capability of live broadcast. Video could be added at a future date. The broadcast could be live or streamed on demand. He questioned if there were outsourcing options. Mr. Sprouls stated both options were available. This plan addressed streaming in the future. It would index/integrate the Council agenda with video. Phase I would replace the audio system. Phase 4 included video streaming.

Alderman Schmidt appreciated the work completed. Mayor Stockton encouraged Mr. Sprouls to meet with the representative from I to I.

Alderman McDade questioned if there were other vendors available. She cited the RFP process.

Alderman Purcell stated this was in the budget four (4) years ago. He wanted to see something happen. He believed it was a good plan and would support it.

Motion by Alderman McDade, seconded by Alderman Hanson that the Communications Technology Improvements Master Plan be approved as presented.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Audio Reinforcement System for City Hall Council Chambers

RECOMMENDATION: That the Replacement Audio Reinforcement System (Phase 1 of the Communications Technology Improvements Master Plan) be Purchased from Zeller Digital Innovations, Inc. in the Amount of \$40,825.44, and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: Staff sought proposals (RFP) for the audio/visual improvements in the Council Chambers. This RFP requested proposals for Phases 1, 3 and 4 of the Communications Technology Improvements Master Plan. Although the current request is to replace the sound reinforcement system only, staff believed it was important to obtain proposals for the video projection and video/recording/streaming phases at the same time. This provided an understanding of how the future phases would be implemented and what costs.

Staff has received proposals from the following firms:

- AVI Systems – Chicago, IL
- DM Mattson, Inc. – McLean, IL
- Thompson Electronics – Peoria, IL
- Zeller Digital Innovations, Inc. – Normal, IL

A spreadsheet has been prepared with a cost breakdown for each of the proposals received.

Staff respectfully requests Council approval to purchase only the replacement audio reinforcement system (Phase 1) from Zeller Digital Innovations, Inc. in the amount of \$40,825.44, and the Purchasing Agent be authorized to issue a Purchase Order for same. Staff would return to Council for approval of future phases as budget permits.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: \$40,000 is budgeted in FY 2010 in account code G11610-72120 to purchase a replacement sound reinforcement system. Total cost of this request is \$40,825.44.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Scott A. Sprouls
Information Services Director

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Mayor Stockton noted that this item was Phase I of the Communications Technology Improvement Master Plan (CTIMP). Scott Sprouls, Director of Information Services addressed the Council. He cited the standard RFP process was followed. A voting system was not included. Mayor Stockton questioned dial in audio capability.

Motion by Alderman Schmidt, seconded by Alderman Anderson that the Replacement Audio Reinforcement System (Phase I of CTIMP) be Purchased from Zeller

Digital Innovations, Inc. in the Amount of \$40,825.44, 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton stated that the Council had addressed a challenging agenda.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, appreciated the compliments on the budget. He recognized staff's efforts. There had been tremendous results. Work would continue to modify the narrative portion and improve the budget for next year. On April 9, 2010 six (6) employees visited the Village of Glen View. An updated report would be provided to the Council. It would address what had been learned and the good things both staffs were doing. He commented on the fiscal impact analysis. Staff would look to national experts to determine how to manage growth. April 14, 2010 would be Lobby Day and Aldermen Stearns, Anderson, Fruin, Mayor Stockton, Barbara Adkins, Deputy City Manager, and himself would be attending. He reminded the Council of the Regional Planning Commission breakfast on April 21, 2010. Mayor Stockton stated that Glen View was brought to the City's attention by Alderman Purcell.

ALDERMEN'S DISCUSSION: Alderman Stearns questioned the Neighborhood Committee and when a meeting could be set up for a neighborhood initiative. Mayor Stockton stated a constructive step needed to be taken. David Hales, City Manager, stated a meeting date would be scheduled.

Alderman Fruin would be emailing the Council and staff a short story entitled "My Town".

Alderman Sage appreciated the work regarding the Citizen Voice meeting. He would be unable to attend. He stated the City culture had changed.

Alderman McDade stated the Citizen Voice meeting would be May 3, 2010 at 6:00 p.m. at the Bloomington Center for Performing Arts. There had been requests for clarification regarding the format. She welcomed suggestions.

Motion by Alderman Anderson, seconded by Alderman McDade, that the meeting be adjourned. Time: 11:00 p.m.

Motion carried.

**Tracey Covert
City Clerk**