

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, APRIL 22, 2013 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Recognition/Appointments**
 - A. Dan Rutherford, State of Illinois Treasurer – Local Government Distributive Funds, (LGDF)**
 - B. Proclamation Declaring May 5 – 11, 2013 as Municipal Clerks Week. (Recommend that the proclamation be made a matter of record.)**
- 6. “Consent Agenda”**
 - A. Council Proceedings of April 8, 2013 and Citizen Voice Meeting of February 27, 2013. (Recommend That the reading of the minutes of the previous Council Proceedings of April 8, 2013 and Citizen Voice Meeting of February 27, 2013.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Report of FY2012 Single Audit Report as Audited. (Recommend that the report be received and placed on file.)**
 - D. Purchase of replacement ramps and stage pieces for the US Cellular Coliseum compliant with the American with Disabilities Act accessibility guidelines. (Recommend that the purchase of new ADA compliant ramps and additional stage pieces and barricades from StarRight Corporation in the amount of \$41,075 for the US Cellular Coliseum be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**

- E. Analysis of Bid for one (1) Snow Blower for the Public Works Department's Snow and Ice Division. (Recommend that the bid for one (1) Fair, Snowcrete 8425I Snow Blower for the Public Works Department's Snow and Ice Division from Rahn Equipment Co., of Danville IL, in the amount of \$68,965, be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- F. Analysis of Bid for Demolition of Buildings at 401 S. Prairie St. and 514 N. Howard St. (Recommend that the bid for demolition of buildings at 401 S. Prairie S. and 514 N. Howard St., be awarded to Ty-Tech, Springfield, IL, in the amount of \$79,979, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- G. Analysis of bid results for Salt Dome Roof replacement. (Recommend that the bid of Morning Star in the amount of \$58,000 be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- H. Analysis of bid results for interior painting at the Police Department. (Recommend that the bid of Capital Painting, Inc. in the amount of \$75,965, be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Analysis of RFP results for Property Condition Assessment at 40 selected City Facilities. (Recommend that the proposal provided by Faithful & Gould, Inc., Chicago, IL, in the amount of \$54,200.00, be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- J. Professional Engineering Services Contract with Foth Infrastructure and Environment, LLC for Maizefield Avenue Combined Sewer Overflow (CSO) Elimination Alternatives Study and Preliminary Design Services. (Recommend that the prices from Foth Infrastructure and Environment, LLC., for a Professional Engineering Services Contract in the amount of \$49,630 be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- K. Professional Engineering Services Contract with Maurer-Stutz for HoJo Pump Station Gravity Sewer Feasibility Study. (Recommend that the prices from Maurer-Stutz, for a Professional Engineering Services Contract in the amount of \$49,136.50 be accepted, the contract be approved with an effective date of April 22, 2013, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- L. Extension of Contract with Midwest Fiber, current provider of Single Stream Processing for two (2) years. (Recommend that Council extend the contract with Midwest Fiber for two (2) years as allowed in the current contract for the single stream processing as mutually agreed upon, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- M. Payment for software maintenance to Tyler Technologies for various Munis Modules. (Recommend that the payment for software license maintenance and support agreement with Tyler Technologies, covering various modules of the City's Munis Enterprise Resource Planning (ERP) system, in the amount of \$137,326.35, be approved and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- N. Maintenance agreements with Sentinel Technologies, Inc. for City Voice over Internet Protocol Phone System and Network and Security Devices Hardware Maintenance. (Recommend that the two (2) Agreements with Sentinel Technologies, Inc., Springfield, IL, one (1) for hardware/software maintenance renewal for the City's Voice over Internet Protocol (VoIP) phone system and related equipment, in the amount of \$39,830; and the other for hardware/software maintenance renewal for the City's network infrastructure, in the amount of \$40,269, for a total of \$80,099, be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.)**
- O. Intergovernmental Agreement with County of McLean for Shoulder Maintenance. (Recommend that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- P. Compensation Agreement with Arthur J. Gallagher Risk Management Services, Inc. (Recommend that the RFP be awarded to J. Arthur Gallagher (JAG) for the Insurance Broker Services in the amount of \$38,625 and the Insurance Coverage in the amount of \$673,334 for FY 2014 (May 1, 2013 through April 30, 2014), a total amount of \$711,959 and that the Mayor and City Clerk be authorized to execute necessary documents.)**
- Q. Third Party Administrator Claims Adjustment Services to start May 1, 2013 through April 30, 2016 (Recommend that the RFP for Third Party Administrator (TPA) Claims Adjustment Services be awarded to Alternative Services Concepts (ASC), for three years for a total amount of \$1,166,821 and that Mayor and City Clerk be authorized to execute necessary documents.)**
- R. Review of Executive Session Minutes from 1995 - 2013. (Recommend that the Resolution be adopted.)**
- S. Resolution to Cede the City of Bloomington's Allocation of the Private Activity Bonding Cap to the Eastern Illinois Economic Development Authority. (Recommend that the transfer of the City 2013 Volume Bond Cap to the Eastern Illinois Economic Development Authority, with a transfer fee agreement of one percent (1%), be approved, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

T. Fiscal Year 2013 Budget Amendments. (Recommend that the Fiscal Year (FY) 2013 Budget Amendments be approved and the Ordinance passed.)

7. “Regular Agenda”

A. An Ordinance Establishing the Salary for the City Manager and Make Retroactive Salary Adjustments and an Employment Agreement between the City of Bloomington and City Manager David A. Hales. (Recommend that the Contract be approved, Ordinance passed, and the Mayor and City Clerk be authorized to execute the necessary documents.) 20 minutes

B. Text Amendment to Chapter 6. Alcoholic Beverages, BASSET Training Ordinance. (Recommend that the Ordinance be adopted.) 10 minutes

C. Analysis of Bids for Eagle View Park Construction. (Recommend that the bid for Eagle View Park Construction be awarded to Stark Excavating, Inc., in an amount not to exceed \$1,000,000, and the Mayor and City Clerk be authorized to execute the necessary documents.) 10 minutes

D. Alternative A: A Managed Competition Statement establishing the goals, proposed benefits, principles, and process of administration. Alternative B: Improved Delivery of City Services Statement. (Recommend that Council provide staff with direction in the manner in which the City evaluates the efficiency and effectiveness of service delivery through the adoption of a Managed Competition Statement or an Improved Delivery of City Services Statement for the purpose of providing transparent, quality, basic municipal services at competitive market rates.) 30 minutes

8. City Manager’s Discussion

9. Mayor’s Discussion

10. City Aldermen’s Discussion

11. Executive Session – cite section

12. Adjournment

13. Notes



FOR COUNCIL: April 22, 2013

SUBJECT: Proclamation

RECOMMENDATION/MOTION: That the proclamation be made a matter of record.

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

STRATEGIC PLAN SIGNIFICANCE: Goal 1. Objective c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: The proclamation will be presented:

- 1. Declaring May 5 – 11, 2013 as Municipal Clerks Week.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Proclamation

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



FOR COUNCIL: April 22, 2013

SUBJECT: Council Proceedings of April 8, 2013 and Citizen Voice Meeting of February 27, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of April 8, 2013 and Citizen Voice Meeting of February 27, 2013.

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

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

BACKGROUND: The Council Proceedings of April 8, 2013 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Proceedings of April 8, 2013
Attachment 2. Citizen Voice Meeting of February 27, 2013

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Mathy				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

**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 7:00 p.m., Monday, April 8, 2013.

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

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

Aldermen: Judy Stearns, Mboka Mwilambwe, Jamie Mathy, David Sage, Robert Fazzini, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

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

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

Alton Franklin, 508 Patterson Dr., addressed the Council. He had been taught that a man's word was his bond. The Council needed to address priorities and own up to its responsibilities. The reality in his opinion was that the City had over \$200 million in obligations. Pensions were underfunded and infrastructure needed to be addressed. Now was not the time for Eagle View Park. He recommended that the City consider a traffic signal and installation of a walkway. He supported the care and nurturing of children. This was an example of wants versus needs. There were a number of things that needed to be addressed. It was time to act and not talk. He believed that the new Council would address same.

Peggy Miles, 2212 Riverwoods Ln., addressed the Council. She represented the citizens who believed in Eagle View Park. She requested that those individuals who were in attendance to support the park to please stand. She reviewed the time line for this park which dated back to 2005. Land had been dedicated by the developer and purchased by the City with grant dollars to build this park. In 2008, the City was awarded a \$400,000 OSLAD, (Open Space Lands Acquisition and Development) grant. At this time, Eagle View Park was listed as the number one priority in the City's Park Plan. She expressed her belief in the Council and that their decision would be balanced and fair.

Carl Woodward, 2009 Thornwood, addressed the Council. He had spoken to the Council before. He was a thirty (30) year resident of the City. He encouraged the Council to vote no on the proposed Fiscal Year (FY) 2014 Budget. This document included a \$6

million deficit. He cited infrastructure expenditures, new staffing positions, a \$200 million shortfall, and a \$130 million pension shortfall. He planned to make use of the FOIA (Freedom of Information Act) process to obtain answers to his questions. He did not believe that a prudent person would vote in support of the FY 2014 Budget. The Council had ridiculous ideas and did not know what they were doing. He addressed pension funding and utilizing the level basis method. He believed that the pensions needed over \$4 million in funding this year. He questioned how the Council would address this issue. The Council needed to provide direction to David Hales, City Manager, to freeze staff. The Council was overspending on revenues.

Ron Schultz, 1208 E. Oakland Ave., addressed the Council. He could not believe that the FY 2014 Budget included fifteen (15) new positions. This would be result in additional demands on the pension funds. The City needed to pay down its pension debt. The City also needed to fix infrastructure, (streets, Combined Sewer Overflows, water, etc.). All of these items required funding. He addressed the proposed non public safety employees. These positions should be contracted out. The City needed to reduce staff by modernizing services. He specifically cited the following City departments: Finance, Human Resources, Administration, and Corporation Counsel. The City needed to invest in state of the art software. He agreed with the comments made by Mr. Woodward. The Council needed to work with and manage the City Manager. He addressed the National Tax Union. He cited the annual pensions for a number of former City employees. These pensions were out of line in his opinion.

Tony Adorno, 2208 Tyler Tr., addressed the Council. He expressed his appreciation for the opportunity to address the Council. He stated his support for Eagle View Park. He cited the City's fund balance which exceeded the City's goal. The state OSLAD grant represented a forty percent (40%) discount on the cost of the park. Eagle View Park's design had been completed. Parks were important to a community. They represented a safe place for children to play. He noted that currently there was a shortage of ball fields. He estimated the cost to install a traffic signal on Towanda Barnes Rd. at \$300,000. The park issue needed to be kept separate from the pension issue. He did not believe that the funds to build the park should be used to make an extra contribution to the City's pension funds. The City had an opportunity to build a \$1 million park at a forty percent (40%) discount.

The following was presented:

SUBJECT: Council Proceedings of March 25, 2013 and Special City Council Meeting Minutes of December 10 and 17, 2012 and February 25, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of March 25, 2013 and the Special City Council Meeting Minutes of December 10 and 17, 2012 and February 25, 2013 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of March 25, 2013, the Executive Session Minutes of December 10 and 17, 2012, and the Special Session Minutes of December 10 and 17, 2012 and February 25, 2013 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman McDade, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of March 25, 2013 and the Special City Council Meeting Minutes of December 10 and 17, 2012 and February 25, 2013 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on Thursday, April 4, 2013 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of RFP for Installation of one (1) New Outdoor Warning Siren

RECOMMENDATION/MOTION: That that the RFP for the installation of one (1) New Outdoor Warning Siren be awarded to Innotech Communications, in the amount of \$33,954.49, and the Purchasing Agent be authorized to issue a Purchas Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2.d. - This outdoor warning siren is not operating properly at present. The location, (atop Cargill), is difficult to access, perform work, and maintain. Based on the age and the above factors, this siren has been selected for replacement as we continue to ensure up to date operational outdoor warning sirens for public notifications, especially during severe weather. Failure to maintain the outdoor warning siren system places the public at greater risk during these types of events.

BACKGROUND: The Outdoor Warning Siren system is designed to alert people that are outdoors as danger approaches and encourage them to take cover inside. It is not designed to alert people already inside. Depending on where a citizen lives in relation to siren location and the wind direction and strength, the ability to hear the sirens from inside will vary. The system has a series of overlaps in system coverage, and as a result, most residents will be able to hear one if not several sirens in the event they are activated.

The system currently consists of nineteen (19) sirens located in the City. They are different in age and coverage area, and as such, the spacing may not be equal, but the alert capability should be consistent. Most are located in the public way, while others, such as at the downtown State Farm Insurance Building is on private property. Elevation, size and area to be covered have governed where these units have been located.

The Fire Department has oversight responsibility of the outdoor siren and warning system. This oversight includes selecting additional sites for new sirens as the City grows, to establish a maintenance procedure for the system, to provide for monitoring of the status of the sirens, and to write specifications for new purchases. The Public Works Department's Engineering Division assists the Fire Department on establishing sirens in need of repair or replacement based on age and condition of the siren as well as providing for some of the repair work and general maintenance of the existing units. Failure to maintain this system can adversely affect the public's early warning to weather and other hazards.

This siren project calls for the removal of the existing siren that sits on top of Cargill and would move it to the corner of Washington and Euclid St. This would allow of ease of maintenance by the Engineering Division in the future.

Two (2) bids were received on the project. Innotech Communications submitted a bid of \$33,954.49 and Emmet-Scharf Electric submitted a bid of \$38, 188.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$60,000 for the installation and/or replacement of Outdoor Warning Sirens in line item 10015210-72140. The total cost to replace

this unit is purchase the unit is \$33,954.49. There are sufficient budgeted funds on hand to pay for the replacement of this Outdoor Warning Siren. Stakeholders may locate this purchase in the FY 2013 General Fund Budget Document on page #238.

Respectfully submitted for Council consideration.

Prepared by: Michael Kimmerling, Fire Chief

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman McDade, seconded by Alderman Schmidt that the RFP for the installation of one (1) New Outdoor Warning Siren be awarded to Innotech Communications, in the amount of \$33,954.49, and the Purchasing Agent be authorized to issue a Purchas Order.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order for the Fiscal Year (FY) 2013 Utility Maintenance Contract

RECOMMENDATION/MOTION: That a change order be executed in the amount of \$200,000 to fund various water pump repair projects.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities, and Goal 6 – Great Place – Livable and Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2.b. and 6.a. - The utility maintenance program for the City provides good stewardship by maintaining the existing water main infrastructure and improves quality of life.

BACKGROUND: At the August 13, 2012 meeting, Council executed the FY 2013 Utility Maintenance Contract with George Gildner, Inc., (GGI), in the amount of \$400,000, for FY 2013. This contract will expire on April 30, 2013. Since execution of the contract, GGI has completed eight (8) repair projects and several additional projects are expected to be completed this spring. Some of the completed and anticipated projects include maintenance on pumps at the Lake Bloomington Water Treatment Plant and Ft. Jesse Water Pump Station. This work involves repairing large pumps that have failed and/or are in need maintenance. A complete list of completed and future projects including descriptions and actual cost or estimated cost has been provided to the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 25 and July 2, 2012 and a pre-bid meeting was held at 10:00 a.m. on July 2, 2012 in the Public Works Department's Conference Room.

FINANCIAL IMPACT: The FY 2013 budget includes \$400,000 for the contractual work. Revisions to the original contract budget are outlined in the table. The difference between the original and revised budget is solely within the Water Fund. The contract amounts for the Sewer and Storm Water Fund will not alter from the original contractual amount. The Water Fund has sufficient net assets to absorb the contract revision.

	<u>ORIGINAL</u>	<u>REVISED</u>
Storm Water Fund (53103100-72550)	\$150,000	\$150,000
Sewer Fund (51101100-72550)	\$200,000	\$200,000
Water Fund (50100120-72540)	<u>\$ 50,000</u>	<u>\$250,000</u>
Total Contract	\$400,000	\$600,000

Respectfully submitted for Council consideration.

Prepared by: Craig Cummings, Director of Water

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman McDade, seconded by Alderman Schmidt that a Change Order be executed in the amount of \$200,000 to fund various water pump repair projects.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Two (2) Year Extension of Auditors Contract

RECOMMENDATION/MOTION: That audit contract be extended with Sikich, LLP for annual audits of the City and US Cellular Coliseum, (USCC), and other advisory/consulting services as required.

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

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

BACKGROUND: The City has used Sikich, LLP for its annual city wide audit including the USCC audit for the last five (5) years ending with the FY 2012 Audit. The City has also used Sikich for additional financial studies, which include internal control reviews. Sikich has provided exemplary and responsive service and is currently working with Finance Department to implement many of the audit and internal control recommendations. As a new Finance Director, it is critical to have a responsive, technically proficient firm, who is familiar with the City's finances as an available resource. Finance staff will also need to receive advice throughout the final phases of the Tyler Munis conversion which includes the comprehensive conversion of the water meter reading and billing system. Finance staff respectfully requests a two (2) year extension of the Sikich contract. Quoted fees are as follows:

FY2012 Audit Fees	FY2013 Audit Fees as quoted	FY2014 Audit Fees as quoted
City Audit - \$78,200	City Audit - \$80,700	City Audit - \$83,200
USCC Audit - \$33,800	USCC Audit - \$34,800	USCC Audit - \$35,900

If the contract extension is approved, an Audit Services Request for Proposals (RFP) will be issued in January 2015 for the FY 2015 – FY 2019 time period.

Note: Fees are increasing by using the 2011 Annual Consumer Price Index of 3.2% for the Midwest Region for both years. Any additional work as requested by the City will be quoted based on existing hourly rates at the time of request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Finance Director

Recommended by:

David A. Hales
City Manager

Motion by Alderman McDade, seconded by Alderman Schmidt that audit contract be extended with Sikich, LLP for annual audits of the City and US Cellular Coliseum and other advisory/consulting services as required.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington's Davis Lodge on April 13, 2013

RECOMMENDATION/MOTION: That the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington's Davis Lodge on April 13, 2013 be passed.

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City.

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

BACKGROUND: The Bloomington Liquor Commissioner Marabeth Clapp called the Liquor Hearing to order to hear the request of the Melissa Creech and Ronnie Brady to allow moderate consumption of alcohol at Lake Bloomington's Davis Lodge for their wedding reception on April 13, 2013. Present at the hearing were Liquor Commissioners Marabeth Clapp, Steven Petersen, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Interim Police Chief; and Tracey Covert, City Clerk; and Melissa Creech and Ronnie Brady, bride and groom.

Commissioners absent: Stephen Stockton and Mark Gibson.

Commissioner Clapp opened the liquor hearing and requested that Melissa Creech and Ronnie Brady, bride and groom, address the Commission regarding their request. Ms. Creech addressed the Commission. She informed them that the wedding reception was scheduled for Saturday, April 13, 2013. Alcohol service would be provided to the approximate 120 wedding guests. Alcohol service would be limited to beer. Famous Liquors located at 1404 E. Empire would provide alcohol service. Nelson Catering, Springfield, IL, had been retained to provide the food. The reception was scheduled from 3:00 until 10:00 p.m.

Commissioner Clapp noted that the City Clerk's Office would verify acceptable licensure.

Motion by Commissioner Tompkins, seconded by Commissioner Petersen that the request of Melissa Creech and Ronnie Brady to allow moderate consumption of alcohol at Lake Bloomington's Davis Lodge for their wedding reception on April 13, 2013 be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 12, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Reviewed by: Barbara J. Adkins, Deputy City Manager

Reviewed as to legal sufficiency: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 - 17

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

WHEREAS, Melissa Creech and Ronnie Brady are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 3:00 p.m. to 10:00 p.m. on April 13, 2013; and

WHEREAS, Melissa Creech and Ronnie Brady have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on April 13, 2013 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 8th day of April, 2013.

APPROVED this 9th day of April, 2013.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman McDade, seconded by Alderman Schmidt that the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington's Davis Lodge on April 13, 2013 be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Easement Agreement with Ameren Illinois for the Repair and Construction of Transmission Lines located at Evergreen Lake

RECOMMENDATION/MOTION: That the Easement Agreement with Ameren Illinois be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objection 5.a. This project will improve electric energy services for the residents near Evergreen Lake.

BACKGROUND: Ameren Illinois wants to rebuild a 9.72 mile section of a transmission line from their McLean substation at Evergreen Lake. This project will consist of replacing existing wood structures, replacing conductor/shield wire and installing two dead end structures in place of existing H-frame structures. All replaced or new structures will be installed within the parameters of an existing Ameren easement. The easement is required to change two (2) existing structures to three (3) pole structures with guys to help prevent black outs. Work is expected to begin on the project in April 2013, with initial construction scheduled to be completed by June 2013, weather permitting.

There is an existing easement agreement between the City and Ameren Illinois for this location. The agreement makes reference to two (2) pole H-frame structures and not the proposed three (3) pole dead end structures. While the new structures will be within the existing right of way,

Ameren Illinois has requested a supplemental easement agreement to clarify the change to the three (3) pole structures.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Parks & Recreation Department.

FINANCIAL IMPACT: There is no immediate financial impact upon this easement.

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Asst. Corporation Counsel

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

EASEMENT AGREEMENT

BY THIS AGREEMENT entered into and executed this _____ day of _____, 2013, that THE CITY OF BLOOMINGTON, an Illinois municipal corporation, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation and unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, 1901 Chouteau, Mail Code 700, St. Louis, Missouri 63103, its successors, assigns, agents, lessees, tenants, contractors, sub-contractors and licensees, hereinafter referred to as Grantee,

WITNESSETH:

CONSIDERATION Grantor does hereby grant, bargain, convey, and confirm unto Grantee the perpetual right and easement for a multi-guyed storm structure consisting of three wood poles, 10 downguys and anchors extending from said poles, and other appurtenant fixtures attached thereto, on, upon, along, over, through, across, and under the following described lands situated in Woodford County, Illinois, more particularly described on Exhibit "A" attached hereto and made a part hereof.

Together with the perpetual right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement a line or lines of towers, poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the purpose of transmitting electric energy or other power, and for

telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement or the premises of the Grantor adjoining the same on either side trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

The Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the Grantor for such loss or damages.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

This easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

GRANTOR: CITY OF BLOOMINGTON

By: Stephen F. Stockton, Mayor

ACCEPTANCE

AMEREN ILLINOIS COMPANY hereby accepts the foregoing Easement Agreement and agrees to the terms thereof.

GRANTEE:AMEREN ILLINOIS COMPANY

By: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned Notary Public in and for said County and State aforesaid, do hereby certify that this instrument was acknowledged before me on the 11th day of April, 2013 by Stephen F. Stockton as Mayor of the CITY OF BLOOMINGTON.

Given under my hand and notarial seal this 11th day of April, 2013.

Tracey M. Sullivan-Covert
Notary Public

My commission expires: October 15, 2014

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, the undersigned Notary Public in and for said County and State aforesaid, do hereby certify that this instrument was acknowledged before me on the ____ day of _____, 2013 by _____ as _____ of AMEREN ILLINOIS COMPANY.

Given under my hand and notarial seal this ____ day of _____, 2013.

Notary Public

My commission expires:

EXHIBIT A

TRACT #1 (Structure 125) –

The East Half of the Southeast Quarter of Section 12, Township 25 North, Range 1 East of the Third Principal Meridian, Woodford County, Illinois, LESS AND EXCEPT a tract of land described as beginning at the Southeast corner of said Section 12; thence Northerly along the East line of said Section 12, a distance of 1100 feet; thence West 580 feet; thence South 350 feet; thence West 360 feet; thence South 320 feet; thence West 400 feet; thence South 430 feet, more or less, to the South line of said Quarter Section; thence East to the point of beginning.

TAX I.D. #19-12-400-002

TRACT #2 (Structure 130) –

The South Fourteen Hundred (1400) feet of the Southeast Quarter (SE ¼) of Section One (1) in Township Twenty-five (25) North, Range One (1) East of the Third Principal Meridian, Woodford County, Illinois, less and except a tract of land 0.556 acre and a right-of-way 0.194 acre, as conveyed from the City of Bloomington to Corn Belt Energy Corporation by Special Warranty Deed dated 9/28/2012 and recorded as Document #1207000 in the Recorder's Office of Woodford County, Illinois.

TAX I.D. #19-01-400-016

This easement grants the right to place the said Storm Structures with guy wires extending Northwesterly and Southwesterly from said poles within the existing transmission line and it shall replace existing Structures 125 and 130.

Motion by Alderman McDade, seconded by Alderman Schmidt that the Easement Agreement with Ameren Illinois be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 4, Block 22 of Camp Potawatomie from Mary Jane Hayes to Bruce W. and Pamela T. Cather

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

STRATEGIC PLAN LINK: Goal 1: Value for your tax dollars and fees.

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 4, Block 22 of Camp Potawatomie from Mary Jane Hayes to Bruce W. and Pamela T. Cather. The

sewage disposal system inspection was completed in March 2013 and the septic system was functioning properly at that time. The age of the sewage disposal system is unknown. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no individuals contacted for this petition as it is a routine matter.

FINANCIAL IMPACT: This petition will have a positive financial impact in that the current lease uses the old formula, (\$0.15 per \$100 of Equalized Assessed Value/EAV), for determining the Lake Lease fee. With this Lake Lease transfer, the Lake Lease formula will be \$0.40 per \$100 of EAV and will generate about \$460 per year in lease income. Lake Lease income will be posted to Lake Lease revenue account 50100140-57590.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Water Department Director

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Reviewed as to legal sufficiency: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., for a Limited Alcoholic Liquor License, Class LB, which will allow the selling and serving of beer and wine only by the glass for consumption on the premise

RECOMMENDATION/MOTION: That an LB liquor license for Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., be created, contingent upon compliance with all applicable health and safety codes.

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City.

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

BACKGROUND: The Bloomington Liquor Commissioner Marabeth called the Liquor Hearing to order to hear the application of Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., requesting an LB liquor license which allows the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Marabeth Clapp, Steve Petersen, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Interim Police Chief, and Tracey Covert; City Clerk, and Dick Folse, Managing Director and Applicant representative.

Commissioners absent: Stephen Stockton and Mark Gibson.

Commissioner Clapp opened the liquor hearing and requested that the Applicant address the Commission. Dick Folse, Managing Director and Applicant representative, addressed the Commission. Illinois State University Foundation's Ewing Cultural Center hosted the Shakespeare Festival in the 438 seat theater located on the grounds. Patrons are allowed to picnic on the grounds. Bottled beer and wine would be offered for sale. Annual attendance at the Festival was 9,000 - 10,000. The property was fenced and gated. The gates were manned by Festival employees/volunteers. The Festival is held from June through August. Illinois State has held a liquor license for the Festival since 2008.

Commissioner Clapp questioned the Festival's experience. Mr. Folse informed the Commission that identification was checked, notices were posted, employees were trained and Festival employees/volunteers watched the patrons as they exited.

Commissioner Clapp questioned the alcohol servers. Mr. Folse noted that they would be Festival employees who were twenty-one (21) years of age or older. The beer and wine would be sold by the bottle.

Commissioner Petersen questioned if alcohol must be purchased. Mr. Folse noted that patrons were allowed to bring their own alcohol. There was a thirty-six (36) year history of allowing same.

Commissioner Tompkins commended Mr. Folsie as the Festival was well operated. He questioned the parking situation. Mr. Folsie noted the agreement between the Festival and St. John's Lutheran Church located at 1617 E. Emerson St. Festival employees assist patrons with parking and crossing Emerson St. The residents of Sunset Rd. do not want Festival patrons walking on their street.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application of Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., requesting an LB liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week, be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 12, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Prepared by: Tracey Covert, City Clerk

Respectfully:

Stephen F. Stockton
Liquor Commissioner

Alderman Mwilambwe recused himself from this item as he was employed at Illinois State University. He left the dais.

Mayor Stockton introduced this item.

Motion by Alderman Schmidt, seconded by Alderman Fazzini that an LB liquor license for Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen Stearns, Schmidt, McDade, Mathy, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

Alderman Mwilambwe returned to the meeting.

The following was presented:

SUBJECT: Adoption of the FY 2014 Recommended Budget

RECOMMENDATION/MOTION: That the Ordinance be passed.

STRATEGIC PLAN LINK: The whole Strategic Plan is unequivocally linked to the annual City Budget.

STRATEGIC PLAN SIGNIFICANCE: The budget is a financial plan which stipulates the approach the City will undertake to achieve the strategic plan in accordance with the aspirations of Council.

BACKGROUND: The City is required by state statute to adopt an annual appropriation Ordinance by May 1, 2013. The recommended budget was distributed to Council in two (2) budget books at the Monday, February 11, 2013 Council Meeting. The first notebook represents the City's General Fund, while the second book presents each Non-General Fund(s) in addition to the proposed Capital Improvement Fund.

The Council held a Citizen Voice meeting on February 27, 2013 at the Bloomington Center for the Performing Arts (BCPA) to solicit opinions from City wide stakeholders in regards to the proposed FY 2014 recommended budget. Additionally, the City held a Council Work Session on Saturday, March 2, 2013 to provide the governing board the opportunity to discuss the budget. Finally, Council held a Public Hearing at the March 25, 2013 Council Meeting which is required by state statute and required to be conducted prior to the adoption of the FY 2014 Budget.

Staff has made one (1) change in regards to the proposed budget and the budget presented to Council for formal approval. Subsequent to the Citizen Voice meeting and Council Work Session, Council directed staff to integrate into the Capital Improvement Fund \$60,000 for the *design work* for Lutz Road. This design will widen the road approximately two feet (2') on each lane, provide a new overlay and limited improvements to the drain and ditch infrastructure. The \$60,000 will have a net zero impact on the FY 2014 Capital Improvement Fund. The net zero impact derives from an equivalent reduction in expenditures related to the Route 66 Bike Trail enhancement which are expected to occur in FY 2015 rather than FY 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Hearing had been advertised in the Pantagraph.

FINANCIAL IMPACT: The proposed FY 2014 Budget expenditures for thirty-five (35) City funds are \$169.4 million, while budgeted revenue is \$163.3 million. The \$6.1 million difference will be offset by fund balance and net assets in the appropriate funds within the City's fund structure.

Respectfully submitted for Council consideration.

Prepared by, financial & budgetary review by:	Timothy L Ervin, Budget Officer
Reviewed by:	Patti-Lynn Silva, Director of Finance
Reviewed as to legal sufficiency:	Rosalee Dodson, Asst. Corporation Counsel
Recommended by:	

David A. Hales
City Manager

ORDINANCE NO. 2013 - 18

**BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR ENDING APRIL 30, 2014
CITY OF BLOOMINGTON**

Make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2013 and ending April 30, 2014, 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 as listed in Exhibit A, 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 (SOAR.) Fund, Board of Election Fund, Drug Enforcement Fund, BCPA Fund, BCPA Donations Fund, Community Development Fund, Illinois Housing & Development Fund (IHDA), Rehabilitation 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, Central Bloomington TIF Fund, Pepsi Ice Center Capital Fund, 2011 Capital Lease Fund, 2012 Capital Lease Fund, 2013 Capital Lease Fund, Water Maintenance and Operation Fund, Sewer Maintenance and Operation Fund, Parking Maintenance and Operation Fund, Coliseum Parking Fund, Lincoln Parking Facility Fund, Storm Water Management Fund, Storm Water Depreciation Fund, U.S. Cellular Coliseum Fund, Central Illinois Arena Management (CIAM), Solid Waste Fund, Golf Operations Fund, Employee Group Health Care Fund, Retiree 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, 2013 and ending April 30, 2014.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2014, 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, 2014, 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 8th day of April, 2013.

APPROVED by the Mayor of the City of Bloomington, Illinois this 9th day of April, 2013.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT A ON FILE IN CLERK'S OFFICE)

Mayor Stockton introduced this item. The FY 2014 Budget equaled \$168 million. Work on this budget started in the summer 2012. He noted the Council's fall retreat, a Citizen Voice meeting and the required Public Hearing held on April 8, 2013. This budget would take effect on May 1, 2013. He commented on the complexity of the budget document. He added that the Council was not in total agreement with the budget in its entirety. He stressed the need for consensus and compromise. The City budget was amendable. If there was disagreement with this document, he hoped that there were suggestions for its improvement. The City budget funded a number of important services. He urged Council support for the budget. He acknowledged that there were issues,

(infrastructure and pensions were cited). He cited the various Work Sessions and the ongoing Mastering Plans, including pension funding. These Master Plans would provide the Council with a comprehensive picture of the needs. The Council would have to determine a funding plan. He restated that the budget was amendable. The pension study would be completed by September 2013. This document would include funding principals and alternative funding methodologies. The budget was a flexible, living document. He noted the recent increase in the City's sales tax revenue. The City's percentage of increase was well above other communities.

David Hales, City Manager, addressed the Council. He acknowledged City staff's efforts on this item. The budget was a significant document. He noted the City's progress over the past four (4) years. The City had introduced performance measures, reduced the number of funds, and addressed fund balances. The City was in a strong financial condition. Progress had been made. He cited the Capital Improvement Program, (CIP) and impact upon same by these Master Plans. These plans would result in the creation of a twenty (20) year CIP. He added that some figures were estimates. The reports would provide costs and the Council would set the priorities. The Council will have to balance CIP with the City's operations and maintenance costs. He cited the progress made to eliminate the Locust Colton CSO, (Combined Sewer Overflow). The Council had shown its commitment to infrastructure. The FY 2014 Budget included \$4 million for street resurfacing.

The City had eliminated over 100 positions. City employees had been required to do more than their fair share. Employees' health and families had been impacted. He made note of the projected General Fund balance. The final figure could be higher. The City needed to be diligent as actions by the Governor and/or state legislators was unknown. The City had requested that the state not balance its fiscal woes on the backs of local government.

Pensions were a concern. The City has made its pension payments. The state's General Assembly set the benefit levels for police, fire and the IMRF, (Illinois Municipal Retirement Fund). He expressed his belief that the funded ratio for IMRF was over fifty percent (50%). The City had requested a recalculation. He believed that the final number would show IMRF funding to be in the seventy to eighty percent (70 – 80%) range.

The FY 2014 Budget was reasonable. The focus was on public safety. Half of the new staff positions were for uniformed police and fire. Funding for street resurfacing had been increased each year. Water rates had been increased. These water reserves would be directed towards long term water needs.

Additional expenditures for capital needs would take funds away from City programs. The City's budget impacted quality of life and economic development. The Council needed to have realistic expectations regarding what could be done. The FY 2014 Budget included funds for Lutz Rd. He recommended support for and adoption of the FY 2014 Budget.

Mayor Stockton added the City's growth which placed demands on City services.

Mr. Hales restated that the City had eliminated 100 – 130 positions. The addition of fifteen (15) positions meant that the City's manpower level was still approximately 100 below 2008 levels. Mayor Stockton believed that the City had eliminated 131 positions.

Alderman Fazzini addressed the size of the budget. He had reviewed the budget document page by page. He also served on the Administration and Finance Committee. This Committee had looked at pension funding. There will be a long term plan to address same by fall 2013. He had also spoke with the City's state legislative representatives regarding this issue. The City had thirty (30) years to fund its pensions. The City would have a solid plan to do so. The City had exceeded the state's expectations. Adjustments would be made going forward. The Council may need to address a sales tax increase. These dollars must be used wisely. New positions were included in the FY 2014 Budget. Half of these were for uniformed police and fire. The goal was to reduce overtime expenses in an amount equal to the cost of salaries. Overtime stressed personnel. These two (2) items should be expense neutral.

He also addressed the Locust Colton CSO project. He cited the low interest rate received from a state loan and the twenty-five percent (25%) principal forgiveness from the federal government.

The City had a AA+ bond rating. The City was in a position to take advantage of this rating. Pension funding would be improved through a good solid plan. He planned to support the FY 2014 Budget even though he did not like everything about it.

Alderman Purcell addressed pension funding. He cited \$3.1 million for the police pension and \$2.9 million for the fire pension. The City's unfunded pension obligation was \$130 million. He estimated the cost to catch up at \$4.8 million per year. Pension funding came before parks in his opinion. He would only support the addition of public safety positions. He did not plan to vote for the FY 2014 Budget.

Alderman Sage requested to make a couple of points. He noted the City's accomplishments over the past four (4) years. He believed that all of the proposed non public safety positions would be contracted out first. He acknowledged that the City was assuming pension liabilities for these new positions. He also cited the City's improved credit rating. He addressed the budget process. The budget was a complex document. The City had received national recognition for its budget document.

Mr. Hales concurred. The City had received the GFOA's, (Government Finance Officers Association), Budget Excellence Award.

Alderman Sage added the budget process took team work. He planned to support this item. He was not in total agreement with the FY 2014 Budget. He looked forward to future discussions regarding priorities. City staff needed clear consensus and direction from the Council.

Alderman Stearns wanted to point out her position on the FY 2014 Budget. She would not violate her conscience. The state was in a dire financial situation. She acknowledged that a majority of the Council would decide this item. She addressed comments made at the Public Hearing on the budget. The people were her boss. She was not a financial guru. In the future, there would be a plan to fund the pensions. The pay day was coming and this budget was not sustainable. She addressed Fitch's bond rating for the City. She read from Fitch's February 2013 letter regarding pension funding. The City's pension funding levels were falling. She expressed her support for pension funding. She readdressed the April 8, 2013 Public Hearing on the budget. She did not plan to support this item.

Alderman Sage addressed the funding for Eagle View Park. He believed that the cost for Eagle View Park would be addressed in the FY 2013 Budget.

Mr. Hales responded affirmatively. The FY 2013 Budget would be amended in the amount of \$600,000.

Alderman Mathy had reviewed the budget. He expressed his concern regarding pension funding. The Council would have a plan to address same in the fall 2013. The City must meet or exceed these recommendations. He encouraged the City to consider the retention of contract employees.

Alderman Fazzini stated that the City must first establish a policy. This policy must be met with there no other options. There was more at stake than the City's bond rating.

Motion by Alderman Fazzini, seconded by Alderman Fruin that Ordinance be passed.

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

Ayes: Aldermen Mwilambwe, Schmidt, McDade, Mathy, Fazzini, Sage, and Fruin.

Nays: Aldermen Stearns and Purcell.

Motion carried.

The following was presented:

SUBJECT: Eagle View Park Funding

RECOMMENDATION/MOTION: That \$600,000 in Fiscal Year (FY) 2013 City Funding to build Eagle View Park be approved and the Budget Amendment Ordinance passed.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City Infrastructure and Facilities; Goal 3 – Strong Neighborhoods; and Goal 5 - Great Place to Live—Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: 2.d. – Well designed, well maintained City facilities emphasizing productivity and customer service; 3.e. – Strong partnerships with residents and neighborhood associations; and 5.a. – Well planned City with necessary services and infrastructure.

BACKGROUND: Eagle View Park is identified in the 2005 East Side Plan Addendum to the 1997 Parks and Recreation Comprehensive Plan, (NP #1, neighborhood park #1, located east of Towanda Barnes Rd., halfway between Ft. Jesse and General Electric Rd). It is also listed as a priority in the Near Term of the 2010 Parks Master Plan Update, (the Council was provided with a handout from same) – due to the obligation for the Open Space Lands Acquisition and Development (OSLAD) Grant funding. After the completion of Gaelic Park, Eagle View Park rose to the highest priority in new park development in the current Parks Master Plan.

In June 2008, staff with Council approval from the May 12, 2008 meeting, applied for the OSLAD Grant from the Illinois Department of Natural Resources, (IDNR), and was subsequently awarded a \$400,000 matching grant to develop Eagle View Park that carried an expiration date of December 31, 2011. The estimated cost to develop the park was set at \$1 million. The City signed the Resolution from IDNR, stating “The City of Bloomington hereby certifies and acknowledges that it has 100% of the funds necessary (includes cash and value of donated land) to complete the pending Open Space Lands Acquisition and Development (OSLAD)/Land and Water Conservation Funds (LWCF) project within the timeframe specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project termination which will also result in the ineligibility of the local project sponsor for subsequent IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.” A current concern is if the project is not bid out in a timely fashion, and construction progress has not been shown; then the City will not have met its obligation for “substantial” completion by December 31, 2013 as required by the grant.

On July 9, 2012, Council authorized the hiring of Planning Resources, Inc., park design firm, to complete final park design, construction documents, bid development, and construction management.

On February 18, 2013, the Infrastructure Committee received an update on this project and provided unanimous support to bid the construction of Eagle View Park. The final park design, (copy provided to Council), construction documents and bidding documents are completed and the project is ready for bid. To develop the park fully as shown in the final plans, cost estimates could be as high as \$1,400,000. Staff has worked with Planning Resources, Inc. to design the park in such a way to include all the amenities required by the grant application at the original cost estimate of \$1,000,000. Alternate bid prices will be requested during the bid process for additional items such as sports lighting for one (1) softball field, additional parking spaces, additional shelter, and a few smaller site amenities, (the Council was provided with a copy of Alternate Phase 2 park drawing). If bid prices received allow for some or all of the Alternate Phase 2 items to be included within the \$1,000,000 budget, they would be added to the bid award. The net cost to the City, after the \$400,000 grant reimbursement is received, will be

approximately \$600,000. Should substantial completion of the park not be reached by December 31, 2013 and IDNR denies any additional extension to the OSLAD grant, the City would lose the \$400,000 grant and also be ineligible for future OSLAD grant assistance for at least two (2) years.

The reason the fully developed park has a cost estimate greater than the original \$1,000,000 is twofold. First, the original cost estimates were created in 2007, almost six (6) years ago, during the first grant application. Second, within the last twenty (20) months, the City has lost access to two (2) lighted softball fields at R.T. Dunn behind the Armory. The Armory needs additional space for training purposes, therefore staff added lights to one (1) softball field in Eagle View Park to plan to meet the needs of the community. A lighted, programmed softball field creates the need for additional parking in Eagle View Park. These elements were not included in the 2007 cost estimates. If the bids come in at prices too high to allow the Alternate Phase 2 items to be included at this time, staff will work to budget for these at a future time within the Parks, Recreation & Cultural Arts, Capital Improvement Plan.

Staff inquired with the IDNR Grant Administrator about the possibility of another extension and was informed our project would not be considered for another extension until September or October 2013, at which time if the request is denied, it would be too late for construction to meet the December 31, 2013 deadline. The City Manager has requested from the IDNR Director that an extension be considered now instead of the September or October time frame. The IDNR Director has denied that request.

In order to meet the December 31, 2013 deadline for substantial completion, a construction contract would need to be awarded before May 1, 2013. After receiving bids, staff would need to come back to the Council for approval of the construction contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDNR and Eagle View Subdivision neighbors.

FINANCIAL IMPACT: The FY 2013 Budget did not appropriate funds for the construction of Eagle View Park. As specified in the background section, the total construction cost for Eagle View Park would approximately be \$1,000,000. A \$400,000 OSLAD Grant would reduce the City's contribution to \$600,000. Staff recommends the \$600,000 be offset with unrestricted fund balance from the General Fund. Upon passage, the \$600,000 would be transferred from the General Fund to the Capital Improvement Fund 40100100-72570 in FY 2013 as a subsequent budget amendment. Staff has attached the budget amendment ordinance. The transfer from the General Fund is needed since although four (4) capital projects were not completed in FY 2013, staff has incorporated these savings into the FY 2014 proposed budget. These dollars are not available for this project. Staff estimates the ending FY 2013 unrestricted fund balance for the General Fund will be sufficient to offset this addition to the FY 2013 Budget and maintain compliance with the City's Reserve Policy.

Respectfully submitted for Council consideration.

Prepared by:

John R. Kennedy, Director of Parks, Rec & Cultural Arts

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Reviewed as to legal sufficiency: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 - 19

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2013**

WHEREAS, on April 23, 2012 by Ordinance Number 2012 - 23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2013, which Ordinance was approved by Mayor Stephen F. Stockton on April 24, 2012; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2012 - 22 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2013) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2012 - 23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2012 - 23.

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

PASSED the 8th day of April, 2013.

APPROVED the 9th day of April, 2013.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Mayor Stockton introduced this item. The Fiscal Year (FY) 2013 Budget would be amended by providing \$600,000 for Eagle View Park. He cited other City contractual obligations such as Locust Colton CSO and Tanner St. This park also represented a

contractual obligation. At the time Eagle View Subdivision was approved there was no time line for this park. The City accepted land as park land dedication and applied for OSLAD, (Open Space Lands Acquisition and Development) grants. The developers were allowed to post signs for the park. The City had an obligation to eventually build the park. There would be no better time than now. The City would spend \$600,000 for a \$1 million park. He noted the potential loss of a \$400,000 OSLAD grant. The City had accepted land eight (8) years ago, and applied for and accepted the OSLAD grants. He cited construction cost increases over time. He believed that the Council had learned lessons from this experience. The City needed to establish a reserve fund at the time of grant application. The Council needed to consider the affordability of neighborhood parks. He was concerned about the costs associated with parks. He cited the limited property tax dollars received per household. He urged the Council to support this item in an attempt to minimize the long term cost to build this park. He restated that the Council had learned from this experience and similar situations would be avoided in the future.

Mr. Hales cited the Council's Budget Work Session. He believed that the General Fund's Unreserved Fund Balance was sufficient to cover this cost. He also noted the recent increase to sales tax receipts. This would be a one time use of reserve fund dollars. This action was consistent with City policy. The time was right to build this park. He cited the cost of construction labor. He anticipated that there would be increases to same. The City did not want to lose an OSLAD grant. There had not been any additional OSLAD grant applications. The OSLAD grant for Gaelic Park had been closed. This item would allow for closure on the Eagle View Park OSLAD grant. The City wanted to maintain a good working relationship with the state's Department of Natural Resources, (IDNR). IDNR wanted to see results. Failure to do so could hamper future opportunities. The City had already exceeded the grant term. Funds would be transfer from the General Fund to the Capital Improvement Fund. The total expenditure for this park would be capped at \$1 million.

Alderman Purcell stated his opinion that pensions should come before parks. The funding needed to be there. He believed that police and fire pensions would cost the City \$4.5 million per year. Any excess funds should be directed towards pensions. He expressed his concern regarding the future costs of pensions and benefits. Construction of this park was irresponsible. These dollars would be misdirected. He planned to vote against this item.

Alderman Sage had some clarifying questions. He addressed full disclosure. He stated that this capital expenditure would be capped at \$1 million.

Mr. Hales noted that the full park plan had a cost above \$1 million. Certain park improvements would be delayed until funding was available at some time in the future. The City would comply with the OSLAD grant which required \$1 million investment (in cash or in-kind).

Alderman Sage noted that there was the potential for additional capital expenditure for this park in the future.

Mr. Hales stated that the park would be substantially completed. Eagle View Park would have to compete with the City's other capital needs in the future.

Alderman Sage stated that this would be a one (1) time capital expenditure. He added that the City's current maintenance costs would increase.

Mr. Hales acknowledged that operations and maintenance (O & M) costs were contained in the Parks, Recreation & Cultural Arts Department's budget. This department will have to absorb these costs. He directed the Council to the draft proposed FY 2015 budget.

Alderman Sage restated that there would be capital start up costs and ongoing O & M costs. He planned to vote against this item. He expressed his appreciation for the line of sight. It was his understanding that Eagle View Park would not be built as designed.

Mr. Hales restated that any capital costs beyond \$1 million would be addressed in the future. In addition, he planned to include within future Council memorandums the O & M cost plus life expectancy information for future capital projects.

Mayor Stockton restated that the City's contribution would be limited to \$600,000 at this time.

Mr. Hales responded affirmatively.

Alderman Schmidt acknowledged Alderman Purcell's comments. The City must keep it promise regarding pensions. She believed that the City would meet this obligation. She appreciated the feedback from City staff. The City had made a promise. She also noted the Mayor's comments. She planned to support this item.

Alderman Fazzini noted that pensions were a legal obligation. The only way for the City not to pay this obligation was to file bankruptcy. He addressed quality of life in a growing community. He cited the City's reputation for quality. He noted citizens' expectations. There was signage. The City accepted land for the park. This park was the number one priority. The City applied for a grant and used it to purchase additional land for the park. The City applied for and received a second OSLAD grant. This grant had been extended twice. The City would be ineligible for OSLAD grants for the next two (2) years if it failed to build this park. The City's reputation with the state would be harmed. Promises were made to the developers. The City would also harm the developers' reputation. He restated the donation and purchase of land for the purpose of this park. The City had an obligation to keep its promises.

Alderman Stearns believed that promises were important. She addressed the City's older neighborhoods. An outstanding issue was the paving of alleys. She understood obligations. On the question of pension funding, the question was not whether but who would pay for same. She believed that pensions and infrastructure should come before

parks. The Council should address needs before wants. She planned to vote against this item. The City needed to meet its obligations first.

Alderman Mathy believed that the City needed to put priorities in place. He believed that infrastructure and pensions should be funded before parks.

Alderman Fruin noted the email and telephone calls received regarding this item. There had been numerous discussions/conversations regarding this park. He wanted to make four (4) points: 1.) recognize the residents eight (8) year journey; 2.) maintain a good working relationship with IDNR; 3.) the Council made a policy commitment; and 4.) the City was a great place to live, work and play. He noted the residents' efforts to work with Planning Resources. They had been polite and respectful. The City has already received \$4 million in grants from IDNR. The City's actions impacted other entities. The City needed to complete this eight (8) year journey. He cited the Council's seven (7) guiding principles. This park represented one third of one percent (1%) of the City's total budget. Land had been donated and purchased for this park. A portion of the land cost and construction cost had been/would be reimbursed with state grant dollars. The Council needed to validate the residents' belief in them. He encouraged the Council to vote in support of this item.

Mayor Stockton added that on balance the cost to build this park this year was probably the lowest cost.

Motion by Alderman Fruin, seconded by Alderman Mwilambwe that \$600,000 in FY 2013 City Funding to build Eagle View Park be approved and the Budget Amendment Ordinance passed.

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

Ayes: Aldermen Mwilambwe, Schmidt, McDade, Fazzini, and Fruin.

Nays: Alderman Stearns, Purcell, Sage and Mathy.

Motion carried.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, introduced RT Finney, Interim Police Chief. Interim Chief Finney had thirty (30) years of experience in law enforcement and had spent thirteen (13) years as Chief of Police. He would be with the City through the recruitment process for a new Police Chief. Interim Chief Finney would have an impact upon the Downtown Night Life Report. He cited Interim Chief Finney's experience with the City of Champaign. He was a proven police chief. Clay Wheeler, Asst. Police Chief, was attending the FBI, (Federal Bureau of Investigations), Command School.

Interim Chief Finney addressed the Council. He was proud to be here and would do his best. He would be with the City for a few months until a new full time Police Chief is selected.

Mr. Hales addressed the Solid Waste Report. The City would be accepting community input on April 10 and 11, 2013. These meetings were consistent with the proposed plan of action.

Mr. Hales addressed the requirement to post compensation data on the City's web site within six (6) days after budget adoption. The City's posting would be in parity with the Town of Normal. This report was comprehensive and robust. It included salary and pension information. This action was also taken last year.

On April 22, 2013, there would be a reception for the outgoing elected officials. The reception would be held prior to the Council Meeting.

On May 1, 2013, the new elected officials would take their Oath of Office. Additional information would be forth coming.

MAYOR'S DISCUSSION: Mayor Stockton reminded those present that municipal elections would be held on Tuesday, April 9, 2013.

David Hales, City Manager, added that four (4) years ago only twenty percent (20%) of the registered voters exercised their right to vote.

ALDERMEN'S DISCUSSION: Alderman Schmidt questioned the status of the proposed noise ordinance.

David Hales, City Manager, addressed the Council. The draft noise ordinance was listed on the Public Safety Committee's April 11, 2013 meeting agenda. This was an updated draft. He expressed his hope that the Public Safety Committee would forward this item on to the Council. He added that there were current ordinances available to address noise. He believed that citizens' awareness would be heightened as the weather warmed up.

Alderman Stearns questioned City staff's response to her budget questions and when she would receive same. Mr. Hales responded that City staff was attempting to provide complete responses to her questions.

Motion by Alderman Purcell, seconded by Alderman McDade, that the meeting be adjourned. Time: 8:40 p.m.

Motion carried.

**Tracey Covert
City Clerk**

CITIZEN VOICE
Bloomington Center for the Performing Arts
February 27, 2013

Council Present: Aldermen Mwilambwe, Fazzini, Stearns, Purcell, Fruin, Mathy, McDade, Sage, and Schmidt, and Mayor Stockton.

Staff Present: David Hales, City Manager and Tracey Covert, City Clerk.

Mayor Stockton called the meeting to order at 6:020 p.m. He made a few opening comments and welcomed those in attendance. Citizen Voice meetings provide City residents with the opportunity to communicate face to face with the City's elected officials and staff. He reviewed the guide lines. Different locations have been selected. The topic for this evening was the proposed FY 2014 Budget. The purpose of the meeting was for the elected officials and staff to listen. Citizens would be requested to complete a topic card. He planned to sort the cards by topic. Elected officials and/or staff may make a few comments if applicable.

This was the first Citizen Voice meeting in 2013. He added that citizen comments should be relevant to City government.

He introduced the Council members, David Hales, City Manager and Tracey Covert, City Clerk. He also introduced City staff present, (department heads). He encouraged those present to avoid repetition. The meeting would be limited to ninety (90) minutes.

Mayor Stockton noted that State Representative Keith Somer was present at this evening's meeting.

David Hales, City Manager, addressed the Council. A FY 2014 Budget Highlights document (four pages) had been prepared and had been made available. City staff was present to listen to the citizens and provide answers to questions. He noted that Patti-Lynn Silva, Finance Director and Tim Ervin, Budget Officer, were present to assist with technical questions. He also recognized the Luther Oaks residents who were present. The City had made tremendous progress in the last four (4) years. He noted the Council's support. City staff has had to do more with less. The City's reserves had rebounded. The City's bond rating was AA+. City staff had begun to identify long term capital needs of the City. A number of Capital Improvement Projects would be addressed. There needed to be an educational process regarding the capital needs of the City looking out at the next twenty (20) years. This process would involve the Council, City staff and the public. City operations had become more efficient, effective and productive due to the efforts of City staff.

The proposed FY 2014 Budget was \$170 million. He noted the following cost breakdowns: Public Safety - \$40 million; Public Works \$48 million; Parks, Recreation & Cultural Arts - \$16 million; and Capital Improvement Program - \$16 million. The financial aspects of the budget addressed City needs/concerns regarding operations and

capital. Some issues will be addressed next year and others will have to wait until future years. He restated that the City had long term financial needs. The Property Tax Levy had been reduced by \$400,000. He noted that the economy had impacted everyone. All of the City's sources of revenue were recovering. He cited operational cost increases. He noted gasoline fuel as an example.

CITIZENS' COMMENTS

Gretchen Brown, Luther Oaks, 601 Lutz Rd., Lutz Rd. Gretchen Brown, Luther Oaks' Administrator, addressed the Council. She thanked the Council for the opportunity to address them. She had been employed at Luther Oaks for five (5) years. Luther Oaks had a staff of 115 and 150 residents. Lutz Rd. was a substandard street. She requested that it be improved to a three (3) lane street. She cited delays and communications with City staff. She noted the road conditions and road safety. Alternatives were discussed such as additional asphalt plus gravel shoulders. These would be temporary improvements. She requested that Lutz Rd. be improved by being included in the City's next five (5) year budget. There had been a change in use of Lutz Rd. There was an increase to residential use. She cited vehicular safety and Luther Oaks' residents.

Luther Oaks had provided the City with a bond and paid property taxes. Luther Oaks was a revenue producing property. Luther Oaks would be expanding with the addition of a skilled care unit. This would create sixty (60) new jobs. Luther Oaks had been a good neighbor. She requested that the Council address Lutz Rd. and her safety concerns.

Tom Hankins, Luther Oaks, 601 Lutz Rd., Lutz Rd. Tom Hankins addressed the Council. He thanked them for the opportunity to address them. He noted the City's repairs. The street width was sixteen feet (16'). He believed that the City's EMS, (Emergency Medical Services), would be better able to navigate an improved Lutz Rd. There were one to two (1 – 2) EMS runs per week. He also noted truck deliveries. In addition, there was winter travel and snow removal. In the summer, there was tar build up.

Fred Breuer, Luther Oaks, 601 Lutz Rd., Lutz Rd. Safety. Fred Breuer addressed the Council. He thanked the Council for the opportunity to address them. He believed that Lutz Rd. was a safety issue. He was a retired engineer. In 2007, he had served as the President of the Luther Oaks residents association. He had sent a letter to the City. The City has made temporary improvements to the road. He noted the proposal for additional road surface, (pavement width and gravel shoulder). He believed that the shoulder should be a hard surface. This would allow people to use same. Lutz Rd. should be twenty-four feet (24') wide with a center stripe. A temporary improvement would be a band aid. The Council needed to review priorities and provide an improved Lutz Rd. which was needed.

Herm Harding, Luther Oaks, 601 Lutz Rd., Lutz Rd. Herm Harding addressed the Council. He thanked them for the opportunity to address them. He had resided in the City for over fifty (50) years. The main points had been addressed. He cited personal experiences. He complimented the City's Fire Department. EMS was prompt and

professional. Lutz Rd. was crowded. The road dropped off. He estimated this at three feet (3'). He had made use of driveways. He noted traffic surveys regarding the number of vehicles per day. Lutz Rd. was said to average 300 vehicles per day. This figure was compared to other road projects with average traffic counts of 3,000 vehicles per day. He noted the number of people who lived at Luther Oaks and the number of vehicles. The issue was bigger. There were no street lights or pavement markings. It was common to make use of the gravel shoulder. An individual needed a mixture of driving abilities and skills. He believed that the road was hazardous. He expressed his concern and encouraged the Council to drive Lutz Rd.

EUCLID STREET

Susan Schafer, 1404 Steeplechase Dr., Euclid St. Susan Schafer addressed the Council. She informed the Council that her mother had been a resident at Luther Oaks for three (3) years. She affirmed the comments made regarding Lutz Rd.

She addressed pot holes and the City's plan to improve Euclid St. She addressed north/south connections on the City's west side.

EXPENSES

David Kobus, 2302 Hillsboro, Expenses, Taxes. David Kobus addressed the Council. He addressed pensions and changes made by non governmental businesses. He cited the sick pay issue and direct funds towards pensions. City employees should share in the cost of insurance. He noted the new positions contained in the proposed budget. He questioned what work would be performed and why these positions were needed. He specifically cited the Performance Auditor. He challenged each elected official to find three (3) expenses which were not needed. He cited the Japan Sister City program as an example. He addressed taxes. He cited TIF, (Tax Increment Financing). He questioned the use of special use funds.

Mayor Stockton addressed pension and benefit costs. He cited accumulated leave costs.

David Hales, City Manager, stated that the City made the required contributions. The City was not where it would like to be. The Council would be establishing a contribution policy. This had been a discussion item before the Council's Administration/Finance Committee. He hoped that a plan would be adopted this fall. There would be an impact upon property taxes. He added that Sick Leave Buy Back, (SLBB), had been granted to the City's uniformed police and fire personnel through interest arbitration. SLBB had been imposed upon the City by an arbitrator. Other cities already had this benefit. It was a fact of life in Illinois. He also addressed medical cost. City employees paid twenty-five percent (25%) of premium. City employees have a financial stake in health insurance. This was part of cost management. He viewed this change as a positive. City employees paid a higher percentage than other governmental units.

Mayor Stockton noted the cost of pensions. There were three (3) factors which impacted this cost: 1.) the number of employees; 2.) the benefit level, which was imposed by the state legislature; and 3.) the funds' investments, the rate of return was critical. He noted the recent recession. He addressed balance. The City planned to improve the funding level. The City had to pay what was owed. The question was how to distribute the cost over time.

SPENDING

Gary Lambert, 3018 E. Oakland Ave., Spending. Gary Lambert addressed the Council. He encouraged them to look at the budget. He had spent two to three (2 – 3) hours on line and viewed the budget document. He expressed his opinion that the document was not readable. He cited the Council's priority to maintain quality of life. Expenditures needed to address back to the basics. The Council needed to forgot about quality of life. The City needed to improve cost recovery. He addressed staffing levels and noted the increase in City Administration/City Clerk from seven to eleven (7 – 11) positions.
Check figures

He noted a staff increase from thirty-four (34) to forty-two (42) positions. There had been a six percent (6%) increase in salary/benefits. He addressed the Economic Development (ED) Coordinator position. This individual had attended seven (7) conferences. He added his opposition to the Communication position.

As a side issue, Mr. Lambert addressed concealed carry. He requested that it be included in the City Code. The City needed to bring the City Code in line with state law.

Mayor Stockton addressed staffing levels and the number of employees. He acknowledged that there had been increases in staff levels over the last five (5) fiscal years.

Mr. Hales stated that four (4) years ago the City eliminated over seventy (70) positions. Some positions have been left vacant. He cited overtime costs. He noted overtime cost for the Fire Department, \$1 million. City staff has been asked to do more with less. City staff has struggled with the loss of employees. There had been no change to service level expectation. The financial recovery has allowed the addition of selected positions. Five (5) of the positions were for uniformed staff in the Police and Fire Departments. He noted his concern regarding staff burn out and employee health and safety.

Mayor Stockton added that the reduction in staffing levels had saved millions of dollars. He noted that the ED Coordinator position was new.

Mr. Hales added that this position aggressively promoted the community. The goal was to expand existing businesses and attract new ones. Property taxes placed a financial burden upon homeowners. Economic development was a high priority. It provided the City with the ability to compete. He noted the report made to the Administrative/Finance Committee. The City wanted to be seen as professional and provide restricted incentives.

There were performance requirements in order to receive the City's assistance. The City partnered with the Bloomington Normal Economic Development Council. There had been tremendous progress. The City must make the effort. He noted the burden of the State of Illinois. The City wanted to be a strong player. There had been tremendous gains during this first year.

Commissioner Stockton added that economic development was an area of concern. He cited examples of lost City businesses: Funk Seeds, Steak N Shake, and Eureka Williams. Thousands of jobs had been lost. The City has relied upon State Farm Insurance. Employment dollars were infused back into the local economy. Residential homes were subsidized by local businesses. The City had options: reduce services, increase taxes or a combination of the two. He noted the recent agreement with Wirtz Beverage. This firm reached a decision to locate in Lexington, IL. The business would be located within McLean County. The City did not engage in a bidding war. Everyone should be concerned about economic development.

Bruce Meeks, 1402 Wright St., Budget. Bruce Meeks addressed the Council. He cited the planned repair to the Market St. Garage. He noted the cost to repair the Police Department's Parking Garage. The City needed to leave the parking business. Parking was not a viable business. The parking garages have not been properly maintained. He questioned the life expectancy of parking garages.

The City could issue bonds for infrastructure repair. The Council needed to fix City infrastructure not just patch same. The City needed new income streams.

The City should spend money on temporary staff to complete the MUNIS project sooner. He addressed web site transparency and reduced City staff. The City's budget had been placed on the City's web site. He expressed his concern regarding page orientation. Council meetings should be televised.

Mayor Stockton summarized Mr. Meeks' concerns addressed the City's parking decks and a bond issue.

Mr. Hales addressed the Market St. Garage. Repair to same would extend this facility's life for five to ten (5 – 10) years. He cited the City's concrete consultant's opinion. The Market St. Garage was almost fully leased to Downtown businesses' employees. The estimated cost to replace this structure was \$3 - \$5 million. The goal was to balance and prioritize the City's infrastructure needs. The City has been encouraged to issue bonds. He noted the \$10 million Locust/Colton CSO, (Combined Sewer Overflow), project. In the near future, large amounts of money would be needed for immediate needs. He cited streets, bridges, water and sewers, (storm and sanitary). The City was developing a comprehensive inventory and a twenty (20) year plan. A financial plan would be needed. The Council would have to make tough decisions. The Council will need to be realistic and a key question would be the taxpayer's willingness to fund same.

Four (4) years ago, the City borrowed funds for street projects. The proposed FY 2014 budget contained \$4 million for street repairs and \$2 million for new street construction projects.

Mayor Stockton noted that income stream information would be provided by Patti-Lynn Silva, Finance Director.

Rev. Dr. John Trefzger, 601 Lutz Rd., Lutz Rd. and snow yesterday. Rev. Dr. John Trefzger addressed the Council. He noted the snow fall from the day before. He cited snow plows, school buses and Luther Oaks. He described Lutz Rd. as hazardous.

Laura Baue, 601 Lutz Rd., Lutz Rd. Laure Baue addressed the Council. She currently served as President of the residents' association. She requested improvements to Lutz Rd. for safety purposes. No funds had been included in the proposed FY 2014 budget. She cited the traffic volume. The only access to Luther Oaks was Lutz Rd. She addressed the Council's focus on economic development. She cited Luther Oaks' impact upon the City. She compared Luther Oaks to a subdivision and questioned road improvements. She questioned access for Luther Oaks' employees. Luther Oaks' residents had helped to build the community. Safety was a need. Lutz Rd. should be widened with hard shoulders. She also requested street lighting and pavement markings.

There were thirty (30) Luther Oaks' residents present at the meeting. She restated her request that the Council fund the improvement of Lutz Rd. in the City's FY 2014 budget.

Aggie Hedin, 2202 Ladue Ln., Lutz Rd. Aggie Hedin addressed the Council. She thanked them for the opportunity to address them. She agreed with comments made by others regarding Lutz Rd. Economic development was needed as was outstanding infrastructure. She noted the impact of Luther Oaks on the community.

She noted that there was park as part of the budget. The City might lose a \$400,000 grant. The City planned to spend \$600,000 on this park plus maintenance costs. Lutz Rd. was promised in a 2006 annexation. Lutz Rd. should be at the top of the list.

Mr. Hales thanked the Luther Oaks residents for attending the meeting. They had voiced their support for Lutz Rd. An Annexation Agreement was a contractual agreement. He believed that the City agreed to build Lutz Rd. He also cited the City's obligation for Hershey Rd. In the future, the City would also consider the fiscal impact of growth. Luther Oaks was an asset. The City needed to consider present and future costs. The five (5) year Capital Improvement Program (CIP) was a staff document. It was not a comprehensive document. There were other rural roads in the City with the same needs. He restated the goal for the City to adopt a twenty (20) year CIP which would determine priorities and develop a financing plan. The City was not ignoring needs. City staff was looking at lower cost alternatives.

Jim Karch, Public Works Director, addressed the Council. He also recognized the Luther Oaks' residents who were present at the meeting. He estimated the cost to improve Lutz

Rd. at \$2.5 million. He cited other competing needs. He noted Fox Creek Rd. and Bunn St., each with an estimated cost of \$6 million. He stated that the ADT, (Average Daily Traffic), count for these two (2) streets was in the thousands. City staff was considering out of box ideas. He cited other access points. Lutz Rd. could be widened and a gravel shoulder added at an estimated cost of \$600,000. He also addressed safety. Lutz Rd. was compliant with County standards. He restated that City staff was trying to find an alternative.

EAGLE VIEW PARK

Peggy Miles, 2213 Riverwoods Ln., Eagle View Park. Peggy Miles addressed the Council. She recognized the Luther Oaks' residents who were present. She questioned if these two (2) items were mutually exclusive. She also cited safety issues. Eagle View Park had been in the City's budget. She had been waiting for twenty-five (25) years. The park was why she moved into this neighborhood. The developers had donated land. The City had purchased additional land with an OSLAD, (Open Space Land Acquisition and Development), grant. It was time to move forward. She had attended a number of meetings. She cited the park planning process. Parks were a part of the community. She questioned how long the wait would be. The grant was ready to expire. She had faith in the Council. She requested that Eagle View Park be included in the FY 2014 budget.

Dale Straen, 2213 Riverwoods Ln., Eagle View Park. Dale Straen addressed the Council. He thanked them for the opportunity to address them. He addressed his concerns regarding Eagle View Park. He cited recommendations that a cross walk be added to Towanda Barnes Rd. He noted the cost, the terrain and the high rate of speed. He would not allow children to cross Towanda Barnes Rd.

Tony Adordo, 2208 Tyler Trail, Eagle View Park. Tony Adordo addressed the Council. He thanked them for the opportunity to address them. He had addressed the Council last year. He cited safety issues with the locations of existing parks. Eagle View Park would be built at some point. The City had a \$400,000 opportunity. Economic development attracted businesses/employers. The employees have families. Parks provided safe places for children. Eagle View Park would be a fourteen (14) acre park. These were not mutually exclusive goals.

Brian Abamont, 3911 Baywood Rd., Eagle View Park. Brian Abamont addressed the Council. Eagle View Park was important. He had three (3) children. There were twenty-five (25) children on his block. There was not an accessible park. There needed to be a safe opportunity for play. The City was a place to raise children. Parks attracted people.

Alan Oester, 2209 Tyler Trail, Eagle View Park. Alan Oester addressed the Council. He thanked the Council for performing a civic duty. He planned to address Eagle View Park. He was currently employed at the Gailey Eye Clinic. Originally, he was from the south. He had resided in a number of larger cities. He visited the community. He had made an investment in self. This was a special community. The Council needed to

reinvest in the City. He encouraged them to complete Eagle View Park. The Council needed to invest in the community and its citizens. Eagle View Park's design had been paid for. The grant was about to expire.

Mr. Hales addressed Eagle View Park. He had requested in writing special consideration from the IL Department of Natural Resources' (IDNR) Director. His request had been denied. The City may receive a decision to extend this grant in the fall 2013. Without progress, the IDNR may choose to not extend the grant. This item would be a part of the Council's Budget Work Session on Saturday, March 2, 2013.

Karen Green, 2707 Crooked Creek Rd., Budget/taxes. Karen Green addressed the Council. She expressed her conflict regarding the City's budget. She cited the City's bond rating and reserves. People were waiting for roads and parks. She addressed pension funding. She believed that taxes would be raised. This was a wonderful, wealthy community. She expressed her interest in the big picture.

Mr. Hales believed that during his first year as City Manager there had been an eight percent (8%) increase to the property tax levy for pensions. The tax levy has been kept flat since that time. The City has made the required contribution plus supplemental contributions to the Police and Fire Pension Funds.

Mayor Stockton closed the meeting. He noted that the major issues had been Lutz Rd. and Eagle View Park. The ideas/comments were useful to the Council. Citizen input made the Council's job easier and led to more educated decisions.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,

Tracey Covert
City Clerk



FOR COUNCIL: April 22, 2013

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City’s website on Thursday, April 18, 2013 by posting via the City’s web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Attachment: Attachment 1. Bills and Payroll on file in the Clerk’s office. Also available at www.cityblm.org

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Mathy				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



FOR COUNCIL: April 22, 2013

SUBJECT: File FY2012 Single Audit Report as Audited

RECOMMENDATION/MOTION: That the report be received and placed on file.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. - The production of the City's annual single audit report and process by a qualified independent entity is required when in receipt of federal funding.

BACKGROUND: The City's Single Audit Report was issued on March 7, 2013 by Sikich, LLP an independent audit firm who conducts a compliance audit for major federal grant funding programs under OMB circular A-133. The Cities major federal programs are Capitalization Grants for Clean Water State Revolving Funds, Capitalization Grants for Drinking Water State Revolving Funds, and Wildlife Restoration and Basic Hunter Education. Sikich found the City complied, in all material respects, with the compliance requirements of its major federal programs.

The Council has previously been forwarded the Single Audit Report.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The Single Audit Act of 1984 standardized audit requirements for States, local governments, and Indian tribal governments that receive and use federal financial assistance programs (grants). The Single Audit encompasses an examination of the City's financial records, financial statements, federal award transactions and expenditures, the general management of its operations, internal control systems, and federal assistance it received during the audit period.

Respectfully submitted for Council consideration.

Prepared by & Financial Review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

FOR COUNCIL: April 22, 2013

SUBJECT: Purchase of replacement ramps and stage pieces for the US Cellular Coliseum compliant with the American with Disabilities Act accessibility guidelines

RECOMMENDATION/MOTION: That the purchase of new ADA compliant ramps and additional stage pieces and barricades from StarRight Corporation in the amount of \$41,075 for the US Cellular Coliseum be approved the Purchasing Agent be authorized to issue a Purchase Order for same.

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

STRATEGIC PLAN SIGNIFICANCE: Goal 2, Objective D. Customer friendly, easily accessible city facilities and buildings.

BACKGROUND: In response to a complaint from the public, the Disability Rights Bureau of the Illinois Attorney General's Office (AG) had the US Cellular Coliseum inspected for compliance with the American with Disabilities Act (ADA) and the Illinois Accessibility Code. Representatives from the AG's office inspected the building on December 20, 2010 and for a second time in August 22, 2011. One finding from the two inspections was in relationship to the slope of the portable ramps used for access to the main floor. The find indicated the portable ramps were too steep. Currently, the ADA ramps do not comply with the ADA Code. In addition, the design of the ramp, which extends into the actual seating area, reduces the seat capacity (eliminates between 50-80 premium seats) and has a direct adverse impact on revenue. This adverse impact, on average, reduces revenue for the US Cellular Coliseum by \$3200 for each event.

Listed below is an inventory of the equipment staff recommends to purchase for new ADA compliant ramps and additional stage pieces and barricades.

- 12 Deck, 4'x8', Reversible with Black TechStage 0.095"/Black TechStage
 - 0.095" Surfaces, Anodized Edge
- Stair - EZ Lift 48"-78" 8 Steps
- 29 CC-500 Barricade, 4' Wide
- 33 CC500 Barricade Step Extension - Optic Yellow
- 2 CC500 Barricade Thrust Assembly, Inside Corner
- 2 CC500 Barricade Thrust Assembly, Outside Corner Left
- 2 CC500 Barricade Thrust Assembly, Outside Corner Right
- 2 CC500 Barricade Corner Wedge Plate
- 4 Transport, CC500 Barricade, with Strap (8)

The total cost for these stage pieces and ramps is \$41,075. CIAM estimates the payback period to be less than 1 year or 13 events. The City's Purchasing Agent did not release bids for this project since this purchase was processed as a sole source purchase. CIAM requested and received a quotation from StageRight Corporation on March 11, 2013.

Company	Amount of Bid	Location
StageRight Corporation	\$41,075	Rancho Cordova, CA

If the purchase is approved, CIAM anticipates the components and parts to be received by May 2013.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$44,000 for the installation and/or replacement of the ADA compliance ramps and pieces for the stage in line item 57107110-72140. The total cost to replace this unit is \$2,925 or 6.6% below budget. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #378.

Respectfully submitted for Council consideration.

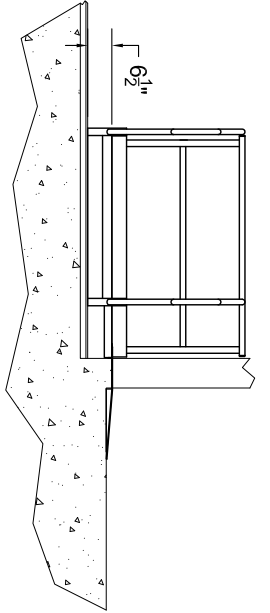
Prepared by: John Butler, President, CIAM
Reviewed by: Mark Huber, Director of PACE
Reviewed by: Barb Adkins, Deputy City Manager
Financial & Budgetary review by: Timothy L. Ervin, Budget Officer
Legal review by: Rosalee Dodson, Assistant Corporation Counsel
Recommended by:

David A. Hales
City Manager

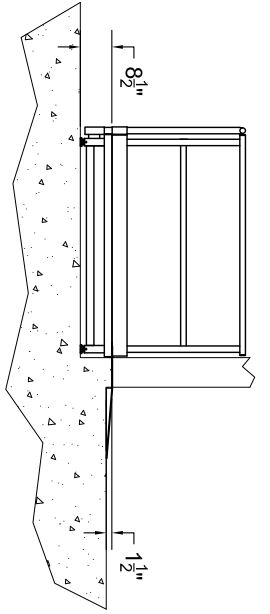
Attachments: Attachment 1. Diagram
Attachment 2. Sole manufacturer letter

Motion: _____ Seconded by: _____

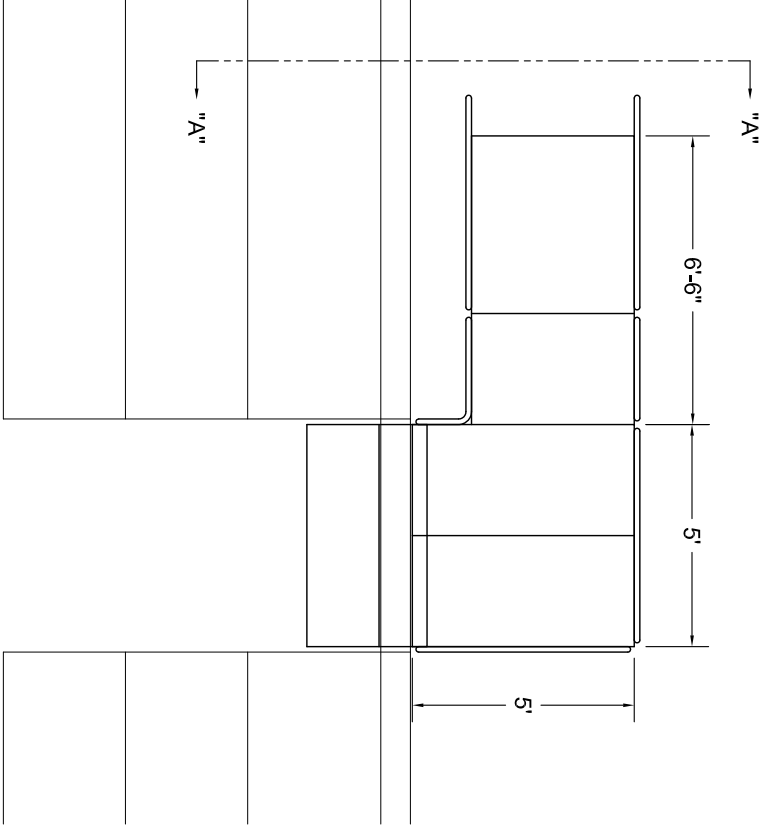
	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



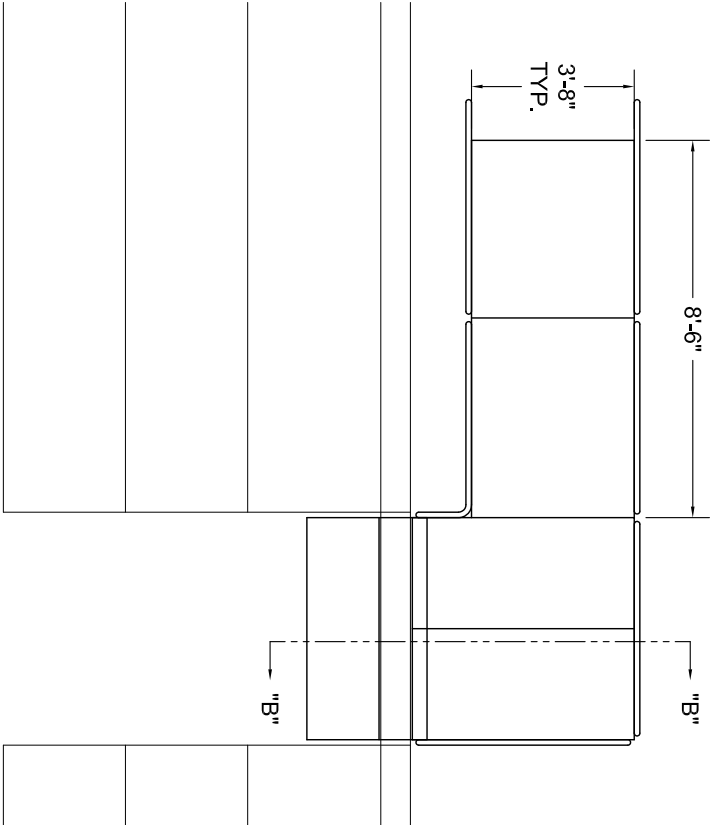
VIEW "A" - "A"



SECTION VIEW "B" - "B"



RAMP PLAN VIEW @ 6.5" (WITH ICE)



RAMP PLAN VIEW @ 8.5" (WITHOUT ICE)

**US CELLULAR COLISEUM
ACCESS RAMP**

STAGERIGHT
495 Pioneer Parkway
Clare, MI 48617
Phone: (989) 386-7393
Fax: (989) 386-3500



DRAWN BY:	T.A.S.
DATE:	6/21/10
SCALE:	None
REVISION:	0
DRAWING NUMBER	P53909-P2



STAGERIGHT

**495 PIONEER PARKWAY
CLARE, MI 48617
800-438-4499**

March 13 18, 2013

Mr. Jim Appio
Associate General Manager
US Cellular Coliseum
Bloomington, IL 61701

Dear Mr. Appio:

Please let this serve as StageRight Corporation's verification letter that StageRight Corporation is the sole manufacturer and seller of its products. The StageRight system is based on a proprietary design of interchangeable pieces that are only suitable for StageRight manufactured components.

If you have any questions, please feel free to call me at 800-438-4499, ext. 327.

Sincerely,

Amy Whitney
StageRight Corporation – Events Division
Inside Sales Representative
Ph: 800-438-4499, ext. 327
Fax: 989-386-3500
Direct Fax: 989-386-6327
E-Mail: awhitney@stageright.com



FOR COUNCIL: April 22, 2013

SUBJECT: Analysis of Bid for one (1) Snow Blower for the Public Works Department’s Snow and Ice Division

RECOMMENDATION/MOTION: That the bid for one (1) Fair, Snowcrete 8425I Snow Blower for the Public Works Department’s Snow and Ice Division from Rahn Equipment Co., Danville IL, in the amount of \$68,965 be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services. This purchase will enable snow to be removed to keep roads open for emergency vehicles. This provides value to the citizen and allows services to be delivered in a cost-effective manner.

BACKGROUND: The Public Works Division has identified a weakness in the snow removal emergency plan when roads become impassable with significant amounts of snow and high winds. This does not allow emergency vehicles to travel these routes which can be closed for days until endloaders can dig them out. In the past the Town of Normal has used their snow blower to clean these routes after they have finished with their snow removal. While this is helpful, it does not allow for emergency services in a timely manner. This unit would also be utilized to remove snow from the down town area. The snow blower can blow snow into the back of dump trucks to speed the cleanup of down town allowing for less disruption of businesses.

When the City of Bloomington experiences significant snowfall events on a regular basis, we need to be prepared to handle these events. This includes the ability for first responders (Fire/Police) to be able to access all areas of the community. While we understand that responses might be delayed, we still need to be able to reach citizens in need of assistance in a timely manner. As a City, we need to ensure that we have the necessary equipment to meet this need. This piece of equipment would greatly enhance our ability to do this. The Town of Normal has already purchased theirs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On April 2, 2013 the bids were opened and the results are as follows:

Bidder Name	Make & Model	Net Amount
Rahn Equipment Co.	Fair, Snowcrete 8425I	\$68,965.00
Koenig Body and Equipment	Wausau, Snowgo WK-800	\$90,312.00
R. G. Smith Equipment Co.	Tenco, TCS-172-LMM	\$104,707.00
Steve’s Equipment Service Inc.	Contant, C-815D4	\$134,000.00
Martin Equipment		No Bid
Linco Precision		No Bid

FINANCIAL IMPACT: The FY 2011 Capital Lease Budget appropriated \$95,000 for the purchase of one (1) Snow Blower in line 40110120-72140. The total cost to purchase the unit is \$68,965. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #116.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Photos

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



The above picture shows the benefit of how the City could use the snow blower to help with our downtown operations. Currently the City is not able to directly load the snow into the trucks. This snow blower will increase efficiency by directly discharging the snow into the trucks to haul away from downtown.



The above picture shows the Town of Normal assisting the city on Ft. Jesse Road east of Hershey Road. During the February 2011 blizzard, the City had to shut down Ft Jesse Road between Airport Road and Hershey Road. Once snow operations were completed throughout the rest of the City, Bloomington crews used five (5) end loaders, two backhoes and during an 8 hour period only cleared a small portion of Ft Jess Road, the road remained closed to all traffic. The Town of Normal came and assisted crews with their snow blower, and within 45 minutes one person had finished the work to open up the road to emergency vehicles.



FOR COUNCIL: April 22, 2013

SUBJECT: Analysis of Bid for Demolition of Buildings at 401 S. Prairie St. and 514 N. Howard St.

RECOMMENDATION/MOTION: That the bid for demolition of buildings at 401 S. Prairie S. and 514 N. Howard St., be awarded to Ty-Tech, Springfield, IL, in the amount of \$79,979, and the Mayor and City Clerk be authorized to execute the necessary documents

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

STRATEGIC PLAN SIGNIFICANCE: Razing these facilities can provide space for future City development of the properties and remove a blighted unsightly building from the neighborhoods.

BACKGROUND: On April 4, 2013, bids were opened and publicly read for the demolition of the City owned building at 401 S. Prairie St. with an alternate bid for 514 N. Howard St facility. The bids are as follows:

Company	Base Bid	Option 1	Total
Hy-Tech Specialized. Inc. Springfield, IL	\$39,740	\$31,239	\$70,979
Accurate Site, Inc. Bloomington, IL	\$40,800	\$35,800	\$76,600
River City Demolition, Inc. Peoria, IL	\$58,950	\$34,750	\$93,700
Stark Excavating. Inc. Bloomington, IL	\$63,500	\$35,000	\$98,500
Kirk C &D, Inc. Bloomington, IL	No Bid		

At present these buildings are partially used by Public Works for cold storage. The material in these facilities will be stored at another location. These buildings have no long term value to the City and the cost to repair them would be in excess of \$300,000.00. The building on Prairie St. was originally constructed next to the railroad for meat processing and used by a local heating and cooling company for 20 years before being purchased by the City. The Howard St. facility was the location of the City Water Dept. Both buildings would be considered for a PACE Demolition Order. Prior to demolition asbestos will have to be removed in both buildings. The cost for asbestos removal is included in the bid price. The references Hy-Tech, Inc. supplied were contacted and all were satisfied with the work they completed. Hy-Tech was the successful contractor in 2002, when the City bid the demolition of the former Mr. Quick restaurant.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Project was publicly bid.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$150,000 for the demolition of buildings at 401 South Prairie Street and 514 North Howard Street in line item 40100100-70050. The total cost to demolish both buildings is \$70,979, which is 52.6% below the budget appropriation. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #114.

Respectfully submitted for Council consideration.

Prepared by: Robert F. Floyd, Facilities Manager

Reviewed by: Mark R. Huber, PACE Director

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Photos

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

401 S. Prairie St.



514 N Howard St.





FOR COUNCIL: April 22, 2013

SUBJECT: Analysis of bid results for Salt Dome Roof replacement

RECOMMENDATION/MOTION: That the bid of Morning Star in the amount of \$58,000 be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Upgrading facilities by replacing a worn out roof.

BACKGROUND: A total of five contractors bid this job. The results of the bid are as follows:

<u>Company</u>	<u>Total Cost</u>
Morning Dew Exterior, Inc. Rolling Meadows, IL	\$58,000
Dome Corp. Inc. Saginaw, MI	\$69,780
Advanced Wayne Cain & Sons, Inc. Springfield, IL	\$95,750
Union Roofing, Inc. Chenoa, IL	\$99,609.75
C&D Construction, Inc. Tremont, IL	\$112,000
Meyer Roofing, Inc. Springfield, IL	\$124,500

The Salt Dome was constructed in 1993. The existing three tab shingle roof was installed when the building was constructed and the shingles are at the end of their expected life. At present, the shingles show major signs of wear and the roof has begun to leak. The salt dome contains salt used for snow and ice removal on City streets. Excessive water from a leaking roof will cause the salt to become unusable. The new roof will be architectural style shingles with a weight of 240 pounds per 100 square feet. The shingles will have a 25 year manufacture's warrantee. The roof replacement will include all metal drip edge, wall flashing, roof vents and replacement of all delaminated plywood decking. Morning Star references were checked and each reference indicated, their job was completed in a professional manor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Project was publicly bid.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$120,000 for the replacement of the roof at the City salt dome in line item 40100100-72520. The total cost to replace the roof is \$58,000 or 51.6% below budget. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #114.

Respectfully submitted for Council consideration.

Prepared by: Robert F. Floyd, Facilities Manager

Reviewed by: Mark R. Huber, PACE Director

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



FOR COUNCIL: April 22, 2013

SUBJECT: Analysis of bid results for interior painting at the Police Department

RECOMMENDATION/MOTION: That the bid of Capital Painting, Inc. in the amount of \$75,965, be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Painting the interior will provide.

BACKGROUND: On April 4, 2013, bids were opened and publicly read for interior painting at the Police Department. The bids are as follows:

<u>Company</u>	<u>Base Bid</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Total</u>
Capital Painting, Inc. Naperville, IL	\$31,415	\$18,575	\$25,975	\$75,965
Associated Const., Inc. Bloomington, IL	\$32,880	\$21,380	\$25,950	\$80,210
Commercial Industrial, Inc. Bloomington, IL	No Bid			

The police facility was opened in 1998. Staff was able to keep up with the interior painting until the FY 2009 budget reductions. Since FY 2009, there has been minimal interior painting or wall repair at the police facility. The base bid is for painting and wall repair on the first floor. The first floor is the main floor and the most used floor within the facility. Option 1 is to paint the second floor, while Option 2 is to paint the Lower Level 1. The bid included a price to paint based upon square footage. Capital Painting’s square foot price was \$1.55.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None were contacted.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$50,000 to paint the interior of the Police Department in line item 10015480-72520 (Building Repair). Staff recommends the \$25,965 difference of the bid be paid from the Police Department Budget line item 10015110-72520 (Building Repair). The \$25,965 will be re-appropriated from the Police Department line item 10015110-71190 (Other Supplies) which is below budget by \$109,722. Staff considered re-appropriating funds in FY 2015 to complete the interior painting of the Police Facility; however, it would be optimal and less costly to paint the entire facility at one point in time. Stakeholders may locate this purchase in the FY 2013 General Fund Budget Document on Page #220, #221, and #257.

Respectfully submitted for Council consideration.

Prepared by: Robert F. Floyd, Facilities Manager

Reviewed by: Mark R. Huber, PACE Director

Reviewed by: Barb J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



FOR COUNCIL: April 22, 2013

SUBJECT: Analysis of RFP results for Property Condition Assessment at 40 selected City Facilities

RECOMMENDATION/MOTION: That the proposal provided by Faithful & Gould, Inc., Chicago, IL, in the amount of \$54,200, be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: The assessment will provide a detailed evaluation of existing conditions and a ten year plan for building system replacement at 40 City owned facilities.

BACKGROUND: On March 21, 2013, proposals were received at the City Clerk’s office. The proposal prices are as follows:

<u>Company</u>	<u>Proposal Price</u>
Faithful & Gould Inc. Chicago, IL	\$54,200
EMG, Inc. Hunt Valley, MD	\$45,785
PSI, Inc. Hillside, IL	\$83,000
Kluber Architects & Engineers Batavia, IL	\$167,152
Farnsworth Group, Inc. Bloomington, IL	\$212,400 (Not to exceed)

A facility assessment is an architectural/engineering system evaluation of a building and property. Facilities will be evaluated and findings will be in compiled in a report for each of the 40 sites. The building systems that will be evaluated include:

- | | |
|--------------------------|-------------------|
| Plumbing | Elevators |
| Electrical | Building envelop |
| HVAC | Parking lots |
| Interior finishes | Exterior lighting |
| Fire alarm & suppression | Sidewalks |
| Specialty equipment | Security systems |
| Slab on grade | Roofs |
| Windows | Foundations |
| ADA compliance | Structural system |

The assessment will also include an energy evaluation comparing similar facilities. This evaluation will include:

- Electrical watts per square foot
- Ventilation air in CFM per person
- Cooling capacity in square foot per ton
- Heating capacity in BTU per square foot
- Water usage per building type and occupancy
- Recommendation for decreasing energy usage

The final deliverable will be a detailed report that lists, by system, major building components. The report will establish building systems:

- Age
- Current condition
- Expected life
- Replacement schedule
- Estimated replacement cost
- ADA issues
- Life Safety hazards
- Energy efficiency compared to like facilities

Staff carefully evaluated all RFP responses and felt Faithful & Gould, Inc. would provide the best deliverable for the price. Faithful and Gould is based in Maryland and has offices through the country. Their primary business is providing property condition assessments for government, business and individuals. Faithful & Gould evaluates over 30 million square feet of facilities yearly. The staff that will be evaluating our facilities will have a minimum of ten years of experience. Faithful & Gould was the only company that provided additional information. Their proposal included a complete condition assessment that was provided to another customer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None were contacted.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$50,000 for the property condition assessment at forty (40) City facilities in line item 10010010-70220. The total cost to replace the roof is \$54,200 or 8.4% above the budget. The \$4,200 difference will be offset \$6,300 in savings from a second project accounted for within this line item. Stakeholders may locate this purchase in the FY 2013 General Fund Budget Document on Page #139.

Respectfully submitted for Council consideration.

Prepared by: Robert F. Floyd, Facilities Manager

Reviewed by: Mark R. Huber, PACE Director

Reviewed by: Barb J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. 2013 Facility List

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

FACILITIES ASSESSEMENT LIST

4/12/2013 CDawdy

<u>Facility</u>	<u>Address</u>	<u>Zip Code</u>	<u>Est. Value</u>	<u>Year Built</u>	<u>Levels</u>	<u>Ext. (SQ Ft)</u>
City Hall	109 E. Olive	61701	\$ 3,896,580.00	1962	2	23,400
City Hall Annex	322 S Main	61701	\$ 1,398,200.00	1975	1	14,603
Police Station	301 S East	61701	\$ 11,204,655.00	1998	3	42,000
Public Service Bldg	401 S East	61701	\$ 4,361,690.00	1968	1	29,598
Public Service Garage	336 S Main	61701	\$ 513,246.01	1972	1	6,392
Public Service Salt Storage Facility	502 S Main	61701	\$ 136,300.00	1992	1	8,146
Engineering Bldg	401 1/2 S East	61701	\$ 1,069,360.00	1986	1	9,203
LB New Control/Filter Bldg	25515 Waterside Way	61748	\$ 7,083,440.00	1987	1	22,536
LB Cone Control Bldg	25515 Waterside Way	61748	\$ 163,563.13	1964	1	10,000
LB Carbonation Bldg	25515 Waterside Way	61748	\$ 34,292.95	1964	1	5,486
LB Old Control/Filter Bldg	25515 Waterside Way	61748	\$ 4,660,740.00	1929	2	144,201
LB Clarifier Bldg	25515 Waterside Way	61748	\$ 2,622,010.00	2001	2	36,200
Highland Pro Shop	1613 S Main	61701	\$ 833,650.00	1880	1	3,000
Highland Meeting Room/Maint	1613 S Main	61701	\$ 833,650.00	1880	1	8,240
MP Zoo Education Bldg	1020 S Morris Ave	61701	\$ 751,330.00	1992	1	5,670
MP Zoo Animal Bldg w/Rainforrest Addtn	1020 S Morris Ave	61701	\$ 3,397,920.00	1914	2	13,132
Miller Park Pavilion	1020 S Morris Ave	61701	\$ 2,528,345.00	1905	3	10,692
MP Zoo Lab Bldg	1020 S Morris Ave	61701	\$ 529,100.00	1999	1	4,222
O'Neal Pk Pool Bldg	1515 W Chestnut	61701	\$ 455,075.00	1980	1	3,989
Holiday Pk Pool Bldg	800 S McGregor	61701	\$ 375,230.00	2007	1	3,360
White Oak Pk Community Bldg	1514 N Cottage	61701	\$ 332,345.00	2002		4,000
LB Pk Davis Lodge	25432 Davis Lodge Rd	61701	\$ 612,770.00	2001	1	4,673
Division St Pump Station-New	605 W Division	61701	\$ 268,466.99	1988	1	719
Division St Pump Station-Old	605 W Division	61701	\$ 386,909.07	1954	1	1,831
Ft Jesse Pump Station-Old	1513 Ft Jesse Rd	61761	\$ 257,187.01	1973	1	2,208
Ft Jesse Pump Station-New	1513 Ft Jesse Rd	61761	\$ 343,740.00	1993	1	2,981
Evergreen Lake Pump Station	E 2500 North	61748	\$ 574,160.17	1969	1	1,500
Mackinaw River Control Bldg	E 2500 North	61748	\$ 28,766.21	1990	1	500
Mackinaw River Pump Station	E 2500 North	61748	\$ 122,954.07	1990	1	750
Fox Creek Clubhouse	3002 Fox Creek Rd	61701	\$ 1,041,496.88	1998	1	6,428

FACILITIES ASSESSEMENT LIST

4/12/2013 CDawdy

<u>Facility</u>	<u>Address</u>	<u>Zip Code</u>	<u>Est. Value</u>	<u>Year Built</u>	<u>Levels</u>	<u>Ext. (SQ Ft)</u>
Fox Creek Maint Bldg	3209 Carrington Lane	61701	\$ 265,600.00	2004	1	7,200
Prairie Vista Clubhouse	502 W Hamilton	61701	\$ 724,080.00	1991	2	4,860
Prairie Vista Maint Bldg	502 W Hamilton	61701	\$ 102,820.00	1991	1	2,975
Lincoln Leisure Center	1206 S Lee	61701	\$ 3,113,910.00	1935	2	22,670
City Clerk Records Storage	301 E Jackson	61701	\$ 491,540.00	1980	1	6,250
Creative Center	107 E Chestnut	61701	\$ 2,777,670.00	1970	3	4,700
Blm Center for Performing Arts	112 E Mulberry	61701	\$ 22,371,663.53	1921	5	78,826
Firing Range Office/Recreation Center	14047 N 3000 East Rd	61728	\$ 542,610.00	1990	1	5,000
Firing Range Facility	14047 N 3000 East Rd	61728	\$ 432,480.00	1974	1	3,500
Water Dept Office & Maintenance	603 W Division	61701	\$ 3,052,400.00	2003	1	12,500
	TOTALS		\$ 84,691,946.02			578,141



FOR COUNCIL: April 22, 2013

SUBJECT: Professional Engineering Services Contract with Foth Infrastructure and Environment, LLC for Maizefield Avenue Combined Sewer Overflow (CSO) Elimination Alternatives Study and Report

RECOMMENDATION/MOTION: That the prices from Foth Infrastructure and Environment, LLC., for a Professional Engineering Services Contract in the amount of \$49,630 be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities, and Goal 5 – Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2.b. and 5.b. - The proposed contract provides good stewardship and improves quality of life by investigating alternatives for eliminating the CSO at Maizefield Avenue. Elimination of the CSO will improve water quality in our rivers and streams, and also help the City meet its' commitment to eliminate CSO under directive from the Illinois Environmental Protection Agency (IEPA).

BACKGROUND: In compliance with IEPA policy for control of CSO, the City of Bloomington developed a Long Term Control Plan (LTCP) to identify CSO locations as a tool to work toward elimination of CSO within the City sewer system. Of the seven CSO locations originally identified, the only remaining locations are at Locust St., Colton Ave., and Maizefield Ave. The Locust/Colton CSO locations are currently under construction for elimination with Phase 1 of the Locust Colton CSO Elimination Project. This proposed study of the Maizefield CSO would identify solutions to eliminate the CSO and provide preliminary cost estimates of alternatives. In order to stay within the budget for this study project, Public Works Department summer interns will be utilized to perform citizen/resident input interviews and manhole assessment/inventory field investigations.

Foth was selected using the Professional Services Quality Based Selection Process. This process involved; (1) Sending out Request for Qualifications (RFQ) specific to the project, (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the twelve submittals down to three consultants, (3) Interviewing these three consultants, and (4) Selecting a top consultant and negotiating a fee with them. These four tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process relative to the subject contract and confirmed that the procedure was performed in accordance with applicable standards. A list of the engineering firms that submitted Statements of Qualifications and the three engineering firms that were selected for interviews are attached.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Quality Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project. It is intended to use Foth to complete the entire project through construction plan preparation and bidding, but the current contract only includes professional engineering services for the

alternatives study and report. Once this initial phase is complete, preliminary and final design, including construction specifications and plan preparation, will be performed. An amendment to the contract for this future work will be created and submitted to Council for approval. Additional funding will be requested at that time. This phased approach lets the engineering firm gather details and information needed to provide a more accurate cost for the final design and construction document preparation phase.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was mailed to local and other Illinois based Professional Engineering Companies on March 1, 2013. The RFQ was also posted on the City website on the same date.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$25,000 in the Sewer Fund in line item 51101100-72550 (Infrastructure Construction & Improvements) and \$25,000 in the Storm Water Fund in line item 53103100-72550 (Infrastructure Construction & Improvements), totaling \$50,000 for professional engineering services to develop a CSO elimination alternatives study for the Maizefield Avenue sewer system. The total cost of the contract to prepare this study with Foth Infrastructure and Environment, LLC is \$49,630.00. This is \$370 or 0.74% below the budget appropriation. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #344 and #367.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., CFM, Director of Engineering

Reviewed by: Barb Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Control Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement
Attachment 2. Map
Attachment 3. Engineering Firms List

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2013 ("Effective Date") between

City of Bloomington ("Owner") and

Foth Infrastructure and Environment, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Maizefield Ave. Combined Sewer Overflow Elimination (McGregor, Kreitzer and Florence) ("Project").

Engineer's services under this Agreement are generally identified as follows:

Study and Report Phase including XP-SWMM H/H modeling, residential surveys and questionnaires, sewer flow monitoring, sewer manhole surveys, identification and evaluation of alternatives, concept design and cost estimates.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within eighteen (18) months of receiving the Notice to Proceed. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner’s responsibilities or to Engineer’s scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability

policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.

- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that Preliminary Design Phase coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

- 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
- 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **“not included.”**
- E. Exhibit E, Notice of Acceptability of Work. **“not included.”**
- F. Exhibit F, Construction Cost Limit. **“not included.”**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Bloomington

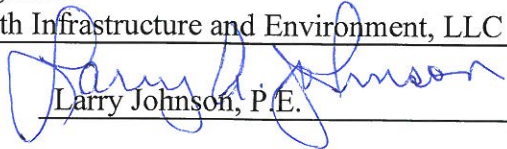
By: _____

Title: _____

Date _____

Signed: _____

Engineer:
Foth Infrastructure and Environment, LLC

By: 
Larry Johnson, P.E.

Title: Director

Date _____

Signed: April 15, 2013

Engineer License or Firm's Certificate No. 184-004913

State of: Illinois

Address for giving notices:
City of Bloomington, Public Works Dept.

109 E. Olive St, Bloomington, IL 61702

Designated Representative (Paragraph 8.03.A):

Greg Kallevig, P.E., CFM

Title: Project Engineer

Phone Number: 309-434-2225

Facsimile Number: 309-434-2201

E-Mail Address: gkallevig@cityblm.org

Address for giving notices:
1610 Broadmoor Drive

Champaign, IL 61821

Designated Representative (Paragraph 8.03.A):

John A. Dabrowski, P.E.

Title: Senior Technology Manager

Phone Number: 217-352-4169

Facsimile Number: 217-352-0085

E-Mail Address: john.dabrowski@foth.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate additional feasible alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: **See Appendix 1 to Exhibit A – Engineer's Services for additional tasks, scope and deliverables.**
7. Furnish 5 review copies of the Report and any other deliverables to Owner within 180 calendar days of the Effective Date and review it with Owner. Within 45 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 5 copies of the revised Report and any other deliverables to the Owner within 45 calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase (not included)*

~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~

~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~

~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~

~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~

~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~

~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:~~

~~6. Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 45 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~

~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 45 calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

~~A1.03—Final Design Phase (not included)~~

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~
- ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
 - ~~2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.~~
 - ~~3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
 - ~~4. Perform or provide the following additional Final Design Phase tasks or deliverables:
{here list any such tasks or deliverables}~~
 - ~~5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within ___ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.~~
 - ~~6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit ___ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within ___ calendar days after receipt of Owner's comments and instructions.~~
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~
- ~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- ~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is _____. If more prime~~

~~contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 Bidding or Negotiating Phase (not included)~~

~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.~~
- ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
- ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

~~A1.05 Construction Phase (not included)~~

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]~~
- ~~3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
- ~~4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~
- ~~5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
- ~~6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- ~~7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
 - ~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the~~~~

~~Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~

- ~~8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.~~
- ~~9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
- ~~10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~
- ~~11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~12. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply~~

with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

~~14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~

~~15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~

~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not~~

be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

~~16. *Contractor's Completion Documents:*— Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.~~

~~17. *Substantial Completion:*— Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.~~

~~18. *Additional Tasks:*— Perform or provide the following additional Construction Phase tasks or deliverables:~~

~~19. *Final Notice of Acceptability of the Work:*— Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.~~

~~B. *Duration of Construction Phase:*— The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~C. *Limitation of Responsibilities:*— Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

~~A1.06 Post Construction Phase (not included)~~

~~A. Upon written authorization from Owner during the Post Construction Phase Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~
- ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
- ~~3. Perform or provide the following additional Post Construction Phase tasks or deliverables:
[Here list any such tasks or deliverables]~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.

19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

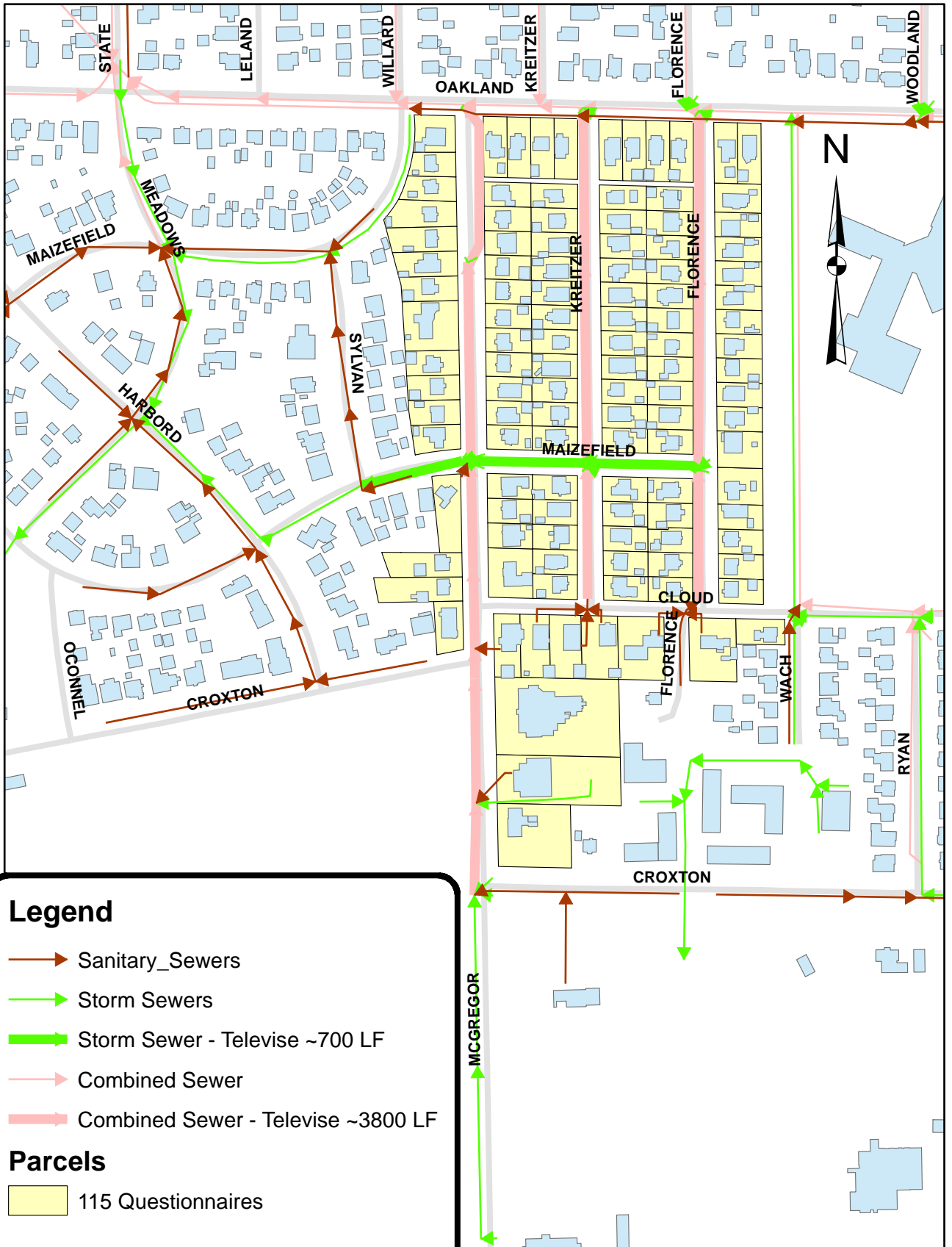
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is Appendix 1 to **EXHIBIT A**, consisting of 1 page(s), referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

The Engineer shall also perform or provide the following Study and Report Phase tasks or deliverables:

1. Attend combined kick-off meeting with City and BNWRD.
2. Review existing Long Term CSO Control Plan
3. Prepare Questionnaire for distribution by City via door hangers, direct mail or other means as determined by the City. (See Appendix 2 to EXHIBIT A)
4. Review & Evaluate Questionnaire response
5. Conduct follow-up interviews with up to 12 properties.
6. Identify potential flow monitoring locations.
7. Televis and Inspect approximately 4,500 l.f. of Sewers (See Appendix 2 to EXHIBIT A)
8. Survey manhole rim and invert elevations and pipe sizes.(See Appendix 2 to EXHIBIT A)
9. Expand existing XP-SWMM model to estimate backwater in Maizefield Sewer Outlet tributary to the Big 4 Valley sewer.
10. Expand existing XP-SWMM model to include drainage area upstream of Wach.
11. Update model with inclusion of manhole survey data.
12. Review and calibrate model where possible using applicable flow monitoring results.
13. Identify, model and evaluate up to four potential alternate solutions to eliminate or minimize the frequency of combined sewer overflows.
14. Make recommendations on feasibility of alternates considered.
15. Prepare concept level cost estimates for those alternates considered feasible by the City.

Appendix 2 to EXHIBIT A Maizefield Avenue CSO Elimination



This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services
 - 1. Facilitate and host kick-off meeting with City Staff and BNWRD.
 - 2. All labor and equipment for the sewer flow monitoring program including:
 - a. Evaluate the accessibility and hydraulic characteristics of the ENGINEER recommended meter locations prior to installation of the meters.
 - b. Install the meters on or around May 1, 2013 and operate and maintain the meters through August 31
 - c. Download and email the data to the ENGINEER on a regular basis and following significant precipitation events.
 - 3. Provide access to sewer manholes and structures including removal of manhole and structure covers when necessary.
 - 4. Conduct a survey of residents within the project area to determine the location of basements, the history of basement flooding, the history of any basement flooding mitigation measures, the existence and/or approximate discharge points of sump pumps, footing drains, and other miscellaneous avenues of drainage.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C2.01 is not-to-exceed \$ 49,630 based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$ 49,630.00
 - b. Preliminary Design Phase \$ not included
 - c. Final Design Phase \$ not included
 - d. Bidding or Negotiating Phase \$ not included
 - e. Construction Phase \$ not included
 - f. Post-Construction Phase \$ not included
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2013_) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2013) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Mileage (auto)	\$0.55/mile
Meals and Lodging	at cost
Reproducible Copies (outsourced)	at cost

For all Reimbursable Expenses, a factor of 0.01 shall be applied to the hourly billing rates to cover all other including expenses including Fax, Copies/Impressions, Reproducible Copies (in-house), Field Truck Daily Charge, Field Truck mileage, Field Survey Equipment, Confined Space Equipment, Software, CAD Charge, CAE Terminal Charge, Video Equipment Charge, Electronic Media Charge, Long Distance Phone Calls, Mobile Phone.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Engineering / Management Staff

Project Manager	\$ 150.00
Senior Engineer	135.00
Project Engineer	115.00
Professional Surveyor	115.00
Staff Engineer	95.00

Technical / Field Staff

Senior Technician	100.00
Project Technician	90.00
Staff Technician	80.00
Survey Chief	95.00
Survey Assistant	65.00
Engineering Intern	45.00

Office Staff

Administrative/Clerical	55.00
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This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|---------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ <u>1,000,000</u> |
| 2) Disease, Policy Limit: | \$ <u>1,000,000</u> |
| 3) Disease, Each Employee: | \$ <u>1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>1,000,000</u> |
| 2) General Aggregate: | \$ <u>2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ <u>5,000,000</u> |
| 2) General Aggregate: | \$ <u>5,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ <u>1,000,000</u> |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ <u>5,000,000</u> |
| 2) Annual Aggregate | \$ <u>5,000,000</u> |
| g. Other (specify): | \$ _____ |

2. By Owner:

- | | |
|--|---------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident | \$ <u>3,000,000</u> |
| 2) Disease, Policy Limit | \$ <u>3,000,000</u> |
| 3) Disease, Each Employee | \$ <u>3,000,000</u> |
| c. General Liability -- | |
| 1) General Aggregate: | \$ <u>NONE</u> |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>8,000,000</u> |
| d. Excess Umbrella Liability -- | |
| 1) Each Occurrence: | \$ <u>NONE</u> |
| 2) General Aggregate: | \$ <u>NONE</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident: | \$ <u>8,000,000</u> |
| f. Other (specify): | \$ _____ |

B. Additional Insureds:

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:
 - a. Orchard, Hiltz & McCliment, Inc. (OHM)
Engineer's Consultant
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually agreed upon mediation service. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ 5,000,000.

This is **EXHIBIT J**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Special Provisions

This Agreement is amended to include the following Baseline Engineer Expectations:

1. Quality
 - a. The Engineer shall prepare planning-level recommendations with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance for recommended infrastructure improvements.
 - b. The quality of the reports shall reflect the implied percent complete when submitted to the City for review. All reports shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will resend back to the Engineer if the quality of the report materials is substandard.

2. Customer Service / Communication
 - a. Consistent communication with the Project Manager for the City is critical.
 - b. Communication through email is preferred for record keeping purpose.
 - c. If issues arise that prevent timelines from being met or result in additional professional fees, the Engineer shall contact the City as soon as possible.
 - d. Electronic files of report materials and public presentation materials shall be provided in PDF format to the City upon completion of the work.

3. Project Management
 - a. Some field work will be conducted as part of the scope. The Engineer will provide the City with locations and timing of proposed field activities so that proper notifications can be made to affected property owners and other City departments.
 - b. Engineer shall be expected to submit reports and presentation materials with sufficient time for City to provide an adequate review. This City review time shall be built into the project schedule up front.
 - c. The timeline provided for completion of the work shall allow sufficient time for coordinating with City staff and associated public involvement.
 - d. Invoices submitted to the City shall include project percent complete on billing and timeline progression.
 - e. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Public Works Department shall hold an exit project interview upon the presentation of the preliminary design to City staff and Council. This meeting will be held to discuss the Engineer's performance in each of the three components included in this Special Provision. Unfavorable performances shall impact the Engineer's selection on future City projects.

Paragraph(s) 6.01C of the Agreement is/are amended to include the following agreement(s) of the parties:

Project Team and Roles:

Notwithstanding the Standards of Performance set forth in Paragraph 6.01 C, the Engineer agrees to employ the following Consultant(s) and Engineer's Subcontractor(s) to assist in the performance of the services as follows:

Consultant:

Orchard, Hiltz & McCliment, Inc. (OHM)

Engineer's Subcontractor:

A reputable, licensed Sewer Inspection Contractor to be determined, and subject to the approval of the City Engineer or Director of Public Works.

Project Team Roles:

Engineer (Foth) will generally

 Lead the CSO Elimination effort

 Coordinate the work of the Sub-consultant

 Manage the Project.

OHM will generally assist with identifying potential alternates and perform quality control/assurance reviews.

Engineer's Subcontractor (to be determined) will generally perform the televising and rating for the sewer inspections.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _ "EXAMPLE FOR FORM ONLY"

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____



Legend

- Active
- Abandoned
- Combination
- Drain Tile
- Paved Ditch
- Sanitary
- Sanitary Force Main
- Storm
- Unpaved Ditch

MAIZEFIELD COMBINED SEWER OVERFLOW (CSO) ELIMINATION STUDY
CITY PROJECT NO. 50-04-42153-08-00

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

1. AMEC Environment and Infrastructure, Inc. – Peoria, IL
2. Chamlin & Associates, Inc. – Peru, IL
3. Clark Dietz, Inc. – Champaign, IL
4. Crawford, Murphy & Tilly, Inc. – Springfield, IL
5. C2 Engineers, LLP – Danville, IL
6. Farnsworth Group, Inc. – Bloomington, IL
7. Foth Infrastructure & Environment, LLC – Champaign, IL
8. Hanson Professional Services, Inc. – Springfield, IL
9. Lewis, Yockey & Brown, Inc. – Bloomington, IL
10. Maurer-Stutz, Inc. – Peoria, IL
11. Shive-Hattery, Inc. – Bloomington, IL

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

1. Chamlin & Associates, Inc.
2. Foth Infrastructure & Environment, LLC
3. Hanson Professional Services, Inc.



FOR COUNCIL: April 22, 2013

SUBJECT: Professional Engineering Services Contract with Maurer-Stutz for HoJo Pump Station Gravity Sewer Feasibility Study

RECOMMENDATION/MOTION: That the prices from Maurer-Stutz, for a Professional Engineering Services Contract in the amount of \$49,136.50 be accepted, the contract be approved with an effective date of April 22, 2013, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities, and Goal 6 – Great Place – Livable and Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2.b. and 6.a. - The proposed contract provides good stewardship and improves quality of life by investigating the feasibility of replacing the pump station with a gravity sewer which will have lower operating costs and reduce potential workers compensation liability issues.

BACKGROUND: The HoJo Pump Station was originally constructed in 1977 and includes a concrete wet well and steel dry well. The steel dry well is about 20 below ground and houses the pumps, valves and controls for the station. Many of the station components are in poor condition and require repeated maintenance. Since the existing dry well is below grade, inspection and maintenance are quite difficult and require monitoring. Replacing the station with a gravity sewer or rehabilitation of the station is necessary. The services of a professional engineering company are needed to investigate the feasibility of replacing the station with a gravity sewer and design the gravity sewer or design the rehabilitation of the existing station. Maurer-Stutz was selected using the Professional Services Quality Based Selection Process. This process involved; (1) Sending out Request for Qualifications (RFQ) specific to the project, (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the twelve submittals down to three consultants, (3) Interviewing these three consultants and (4) Selecting a top consultant and negotiating a fee with them. These four tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process relative to the subject contract and confirmed that the procedure was performed in accordance with applicable standards. A list of the engineering firms that submitted Statements of Qualifications and the three engineering firms that were selected for interviews are attached.

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

The selected Engineering firm will be completing the entire project, but the current contract only includes professional engineering services for the feasibility study. Once this initial phase is complete, final design and construction specification and plan preparation will be performed. An amendment to this contract for this future work will be created and submitted to Council for approval. Additional funding will be requested at that time. This staged approach lets the

engineering firm gather details and information needed to provide a more accurate cost for the final design and construction document preparation phase.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was mailed to local and other Illinois based Professional Engineering Companies on March 1, 2013. The RFQ was also posted on the City website on the same date.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$30,000 for a professional engineer’s feasibility study of the Howard Johnson pump station gravity sewer replacement in line item 51101100-72550. The total cost of the contract with Maurer-Stutz is \$49,136.50. Although the costs exceed the budget by \$19,136.50, staff recommends the difference is re-allocated from a \$280,000 project to replace sewer lines between the 500 to 600 block of East Jackson. This project was delayed in FY 2013 and re-appropriated in FY 2014. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #344.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Control Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Contract
Attachment 2. Map
Attachment 3. List of Engineers

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



STANDARD SHORT FORM PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

Client Name and Address: City of Bloomington, Illinois
109 East Olive Street
Bloomington, Illinois 61701

Client Contact Information: Russell Waller, P.E. - Project Engineer
309-434-2422

Project Name and Location: Hojo Pump Station Gravity Sewer Replacement Feasibility Study
Bloomington, Illinois

Effective Agreement Date: 04-22-2013

Client hereby authorizes Maurer-Stutz, Inc. (MSI, Engineer) to provide Professional Services in connection with the above referenced Project. Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

The preliminary planning phase for the project will be focused on a feasibility analysis of the following three concepts:

- 1. Rehabilitate/replace the existing Hojo Pump Station.
2. Install a new gravity sewer with a horizontal alignment in the vicinity of the existing abandoned force main.
3. Repurpose the existing force main for reuse as a gravity sanitary sewer through rehabilitative efforts to be determined based on a condition assessment of the existing force main.

See attached Scope of Services and Fee Estimate for further information

Maurer-Stutz, Inc. proposes to provide professional services on the Project based on the following Fee Method:

Estimated Fee: Hourly Rate Not to Exceed \$49,136.50

This Proposal is subject to and governed by the General Terms and Conditions that are attached to hereby made a part of this agreement.

Table with 2 columns and 3 rows: FOR OFFICE USE ONLY, Proposal No. 23013043.00, Project No., Effective April 1, 2011

TERMS OF PAYMENT: MSI will submit Invoices for work which has been completed and reimbursable expenses incurred. If any invoice is not paid within ~~30~~ days of invoice date, late payment charges of 1.5% per month, or fraction of a month, or the highest lawful interest rate of the state in which the CLIENT's office is located, will be due. Fees are not contingent on CLIENT receipt of funds. If invoices under this Agreement, or any other agreement with CLIENT, are not timely paid, MSI may, after giving seven day's written notice to CLIENT, suspend services under this Agreement.

FEE METHODS: CLIENT shall pay MSI on the basis of one of the following methods. The method to be used is stated on the front page of this Agreement.

1. **LUMP SUM:** When the Lump Sum method is utilized, the total amount billed shall include all Direct Payroll Expense costs, overhead business costs, profit, Reimbursable Expenses, and Subconsultant Expenses incurred by MSI. The Lump sum shall be a fixed amount unless a change of scope in the Scope of Services occurs. If a change of the Scope of Services occurs, such change shall be considered additional services and billed at MSI's current Hourly Rates. Monthly invoice statements will be submitted based on an estimated percent of completion of the services.
2. **HOURLY RATE:** When the Hourly Rate method is utilized, the hourly rate shall include all Direct Payroll Expense, overhead business costs, and profit due MSI for the services. Hourly Rates are established for technical classifications of individuals. If Hourly Rates are not listed in the Agreement, they shall be the rates currently in use by MSI for the type of work being done.
3. **MULTIPLIER:** When the Multiplier method is utilized, the hourly rate billed per individual expending time on the Project shall include that individual's Direct Payroll Expense (DPE) times a multiplier to cover overhead business costs plus profit. Direct Payroll Expense is defined as the total amount of an individual's labor cost, including basic wages and the mandatory and customary employee benefits, such as insurance, sick leave, holidays, vacations and others.

REIMBURSABLES: Reimbursable Expenses and Subconsultant Expenses incurred by MSI for the services shall be billed in addition to the hourly rate charges at an amount equal to actual cost plus 10 per cent. Reimbursable Expense is defined as the actual non-labor expenditure incurred on the project, and may include travel, printing, telephones, mailing, specialized equipment tests or others. Subconsultant Expense is defined as the actual expenditure for other firms in providing specialized studies, sub-surface explorations, or other services required on the Project.

In the event that collection proceedings are required to collect unpaid bills for MSI's services and expenses, CLIENT shall be responsible for all unpaid bills, due interest, and all costs incurred in the collection proceedings, including but not limited to attorney's fees, costs, travel, and employee wages, overhead and expenses at the rate specified in this Agreement, or at MSI's current hourly rate if no rate is specified.

ESTIMATES OF FEES, BASED ON DPE OR AT HOURLY RATE: Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Engineer's services for Client's convenience. Upon notice, Client and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Engineer's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Client and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

CONSTRUCTION PHASE SERVICES: If, as a part of this Agreement, MSI is providing construction observation, MSI shall make visits to the construction site to observe the progress and quality of the contractor's(s) work to determine in general if such work is proceeding in accordance with the construction documents. MSI shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. MSI shall not be responsible for the means, methods, techniques, sequences or procedures of construction or for the safety precautions and programs incident to the work of the contractor. MSI does not warrant or guarantee contractor's(s) work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents. With respect to the Standard of Care applicable to construction observation services, note the following:

- A. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work
- B. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- E. While at a Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

CHANGES IN THE SCOPE CHARACTER OR CONTENT OF THE PROJECT: Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control will require a modification to the Agreement. Any changes, modifications or alterations to the Project's scope impacting cost or schedule will require that Engineer and Client mutually agree in writing to such changes or modifications to the Scope prior to undertaking them. Price modifications due to changes in Scope in this Proposal will be calculated by multiplying the rates given in Engineer's latest hourly rate schedule times the number of hours worked.

OPINIONS OF PROBABLE COST: Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator.

INSPECTIONS: Unless otherwise provided for in this Agreement, any inspections of existing sites, structures, mechanical and electrical systems or other physical features of the Project are visual inspections only. Tests or extensive calculations are not performed unless specifically requested. CLIENT acknowledges that latent defects may be present and agrees to indemnify and hold harmless MSI and its employees against all claims, damages and losses including attorney's fees resulting from such latent defects. Inspections only cover the specific items listed in the Scope of Services of this Agreement. CLIENT acknowledges that the results of the inspection are meant for CLIENT use only. CLIENT agrees to indemnify and hold harmless MSI and its employees against all claims, damages and losses resulting from a third party's use of the results of the inspection.

NOTIFICATIONS: CLIENT represents and warrants that CLIENT has notified MSI of any known or suspected to CLIENT presence of hazardous materials or pollutants at the Site of the Project. Unless the Scope of Services includes investigation for hazardous or pollutant materials, MSI's extent of responsibility shall be to notify CLIENT if the presence of hazardous materials or pollutants on the Site of the Project becomes known by MSI.

ACCESS TO SITE: Unless otherwise stated, MSI will have access to the site for activities necessary for the performance of the Scope of Services. MSI will take reasonable precautions to minimize damage to property during these activities, but has not included the cost of repairing or restoring any resulting damage in the Fee, and will not be responsible for the cost of such: SPA 04-10-13

CERTIFICATIONS, GUARANTEES, OR WARRANTIES: Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

STANDARD OF CARE: Services performed by MSI under this Agreement will be conducted in a manner of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is intended or included in this Agreement, or in any report, opinion, document, or otherwise.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in the Scope of Work. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the scope of work.

LIMITATION OF LIABILITY: Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

MUTUAL INDEMNIFICATION: Subject to the provisions set forth herein, MSI and CLIENT hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, employees, agents (and each of their successors and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses, including reasonable attorneys' fees, arising or allegedly arising from personal injury, death, property damage, including loss of use thereof, due in any manner to the negligence of either of them, their agents, or employees. In the event both of them are at fault, then the liability shall be apportioned between them pursuant to their pro-rata share of negligence or fault. MSI and CLIENT further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. These indemnities shall not terminate upon termination or expiration of this Agreement.

Delete
→ **OWNERSHIP OF DOCUMENTS:** All documents produced by MSI under this Agreement shall remain the property of MSI and shall not be used by the CLIENT for any other purpose without the permission of MSI. SPA 04-10-13

REUSE OF DOCUMENTS: All documents, including drawings and specifications, furnished by MSI pursuant to this Agreement are instruments of his services in respect of the project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without specific written verification or adaptation by MSI will be at CLIENT's sole risk and without liability or legal exposure to MSI. CLIENT shall indemnify and hold harmless MSI from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

TERMINATION OF SERVICES: This Agreement may be terminated by the CLIENT or MSI should the other fail to perform its obligations hereunder. In the event of termination, all reimbursable expenses and all Scope of Services rendered to date shall be paid by the CLIENT to MSI.

DELAY OF SERVICES: If a delay of services beyond the schedule agreed upon occurs for any reason other than for MSI's fault, it is understood and agreed to that such may result in additional fees, which shall be paid by CLIENT to MSI. If additional fees will be necessary, MSI will notify CLIENT prior to continuing the services.

DISPUTE RESOLUTION: Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

APPLICABLE LAWS: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Illinois.

COMPLETE AGREEMENT: This Agreement represents the entire understanding of the parties and may not be modified except in writing.

MISCELLANEOUS: If the CLIENT issues a Purchase Order of which this Agreement becomes part, the terms of this Agreement will take precedence in the event of a conflict of terms. This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Accepted By:

CLIENT: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Submitted By:

MAURER-STUTZ, INC.

Sign: Steve P. Arahood

Print: Steven P. Arahood, P.E.

Title: President

Date: 04-10-2013

SCOPE OF SERVICES
Further Description of Engineer's Services Including Assumptions
City of Bloomington, Illinois
HoJo Pump Station Gravity Sewer Replacement Feasibility Analysis
MSI Proposal Number 23013043.00

Feasibility Study / Alternatives Analysis

The preliminary planning phase for the project will be focused on the following three concepts:

1. Rehabilitate/replace the existing Hojo Pump Station.
2. Install a new gravity sewer with a horizontal alignment in the vicinity of the existing abandoned force main.
3. Repurpose the existing force main for reuse as a gravity sanitary sewer through rehabilitative efforts to be determined based on a condition assessment of the existing force main.

Item 3 will require a specialty contractor that is capable of the following:

- Performing excavation for the purpose of creating access points to the existing force main to allow for cleaning and televising. The creation of access points will also provide empirical evidence of the condition of the force main at these limited locations.
- Using the televised records to conduct a visual analysis of the interior condition of the force main. The cleaning and televising operation will also allow for locating the horizontal and vertical alignment of the force main at various strategic locations in addition to the access point locations.

The City has indicated that it has access to contractors under existing agreements to provide contract services to the City and desires to utilize one of its contractors for this project. Because the City's contractor will not be under Maurer-Stutz, Inc.'s (MSI's) control or supervision, coordinative and managerial aspects of the project will be affected (primarily related to the Condition Assessment Program). The scope of services and associated fee estimate are predicated on the assumptions presented herein. During the course of the project, if it becomes evident that the coordinative and managerial aspects of working with the City's contractor are not consistent with the assumptions used to arrive at the original fee estimate, the City and MSI agree to negotiate an equitable adjustment to the fee.

The following sections present assumptions and further discussions regarding the scope of work for the Project.

Data Acquisition / Preliminary Analyses

The purpose of this phase of the project is to gather existing data including drawings, calculations, pump data, maps, GIS information, flow data (existing and future projected), design parameters, etc. for use in the various analyses required for the Project. During this phase a preliminary assessment of the hydraulic capacity of the existing force main will be conducted subject to the following assumptions:

1. The Record Drawings (“as-built” drawings) will be relied on for pipe data including horizontal and vertical alignment, material type, and diameter.
2. The City will provide guidance on data for use in determining estimated design flows based on future conditions.

If it is found that the hydraulic capacity of the existing force main is sufficient to accommodate estimated future design flows, then the project scope will proceed as presented herein. Likewise, if it is found that the hydraulic capacity of the existing force main is not sufficient to accommodate future design flows, then the project scope will be adjusted accordingly by eliminating the condition assessment program and its associated work tasks and effort and modifying other aspects of the scope.

Another important part of this task is to engage the Illinois Environmental Protection Agency (IEPA) to solicit comments on the regulatory issues with re-using the existing force main as a gravity sewer (most notably the requirements for manholes at all changes in horizontal and vertical alignment). The scope of work assumes that MSI will take the lead on this coordination in consultation with the City.

Topographic Survey

The purpose of this phase of the project is to create a basemap from the City’s existing geographic information system (GIS) in combination with data from a limited scope survey effort. A detailed topographic survey is not envisioned for this phase of the project. The survey effort assumes the following:

1. Pickup of x, y, z data for the existing force main at all access points (see “Condition Assessment Program” for discussions), and at points along the PVC section of force main located under the interstate, primarily at the ends of casing pipes in this area. This effort will be closely coordinated with the City and its contractor prior to and during the cleaning and televising operation to ensure that the data is gathered efficiently.
2. Pickup of manhole data on the existing wastewater collection system at the two ends of the project planning area (i.e. the southwest and northeast ends of the existing force main). Data including manhole type, condition, and invert elevations of all influent and effluent pipes. Standard forms used by MSI on other system characterization efforts will be used to record field data. This information will be pertinent for development of schematic design concepts and opinions of probable cost for the various alternatives.

3. Installation of project control along the general corridor of the existing (and possible future) gravity sewer.

As with the Condition Assessment Program scope of work, the survey scope may change as a result of the preliminary assessment of hydraulic capacity of the existing force main.

Condition Assessment Program

This part of the project is focused on determining the suitability of the existing force main for use as a gravity sewer. The City will retain a contractor to conduct the field investigation of the existing force main. The entire length of the existing force main will be cleaned and televised, proceeding generally from the downstream end at the southwest side of the planning area near Beich Road to the upstream end at the northeast side of the planning area near the Hojo Pump Station. MSI will be on location with the City's contractor to observe and provide input on the process. The data gathered during the field inspection will be reviewed by MSI personnel experienced in condition assessments for sewer.

In order to access the force main to allow for the cleaning and televising procedure, the project scope assumes the following:

1. A minimum of five (5) separate access points will be created by the City's contractor along the length of the force main not located under the interstate. The locations of these access points will be coordinated between MSI, the City and the City's contractor. It is assumed that the City and/or its contractor will secure all necessary permits and make all provisions for traffic control, access to easement(s), and coordination with property owners prior to, during and after the condition assessment program efforts.
2. If deemed necessary two (2) separate access points will be created by the City's contractor along the length of the force main that is located under the interstate and on state ROW. The locations of these access points will be coordinated between MSI, the City and the City's contractor. The City and/or its contractor will make all provisions for traffic control, access to easement(s), and coordination with property owners prior to, during and after the condition assessment program efforts. MSI will assist the City in securing all necessary permits associated with accessing IDOT ROW.
3. The City and/or its contractor shall clean and televise up to 5,150 LF of existing force main and create a video record of the effort on DVD for project documentation and office review by MSI. It is assumed that the existing force main is located in an easement and that MSI can access the easement. The City will contact property owners in advance of accessing the easement for purposes of the condition assessment program.

The scope of work assumes that a qualified representative experienced in condition assessments for sewers is on-site during the condition assessment field operation conducted by the City's contractor. It is unknown how long the condition assessment

may take; therefore, it has been assumed that MSI's field representative will be present for a total of 80 working hours.

Note that the total number of hours referenced above may or may not be used in their entirety. For example, if the cleaning and televised inspection of the entire length of the force main can be accomplished in 32 hours, then that is all that will be charged to the project, etc. Likewise, during the course of the project, if it becomes evident that the coordinative and managerial aspects of working with the City's contractor are not consistent with the assumptions used to arrive at the original fee estimate, the City and MSI agree to negotiate an equitable adjustment to the fee.

The scope of work does not include any condition assessment effort related to the welded steel casing pipes located on IDOT ROW under the various embankments that carry the interstate highway and exit/entrance ramps.

Alternatives Analysis

As indicated previously, this preliminary study phase is focused on the following three concepts:

1. Rehabilitate/replace the existing Hojo Pump Station.
2. Install a new gravity sewer with a horizontal alignment in the vicinity of the existing abandoned force main.
3. Repurpose the existing force main for reuse as a gravity sanitary sewer through rehabilitative efforts to be determined based on a condition assessment of the existing force main. Considerations for rehabilitation / re-use of all or parts of the existing force main (such as CIPP rehabilitation, etc.) shall be considered in the options analysis.

During this phase Opinions of Probable Cost will be developed for the capital cost components. MSI will rely upon the City to provide data related to operation, maintenance and repair (OMR) costs for use in a lifecycle cost analysis of the alternatives.

Soils Investigation

The project scope does not include provisions for a soils investigation. The need for a soils investigation will be determined upon conclusion of the planning phase and will be dependent upon the recommendations of the study effort.

Planning Study Document

The project deliverable will be a planning study document that provides a general background of the project including its purpose and need; a discussion of existing facilities; identification of the alternatives subject to study; documentation of the various analysis efforts; and development of conclusions and recommendations including

opinions of probable cost. The study document is contemplated to be as brief and straightforward as possible and is intended as an internal document for the City's use. The scope of work does not include provisions for a detailed document such as an IEPA Facilities Planning document.

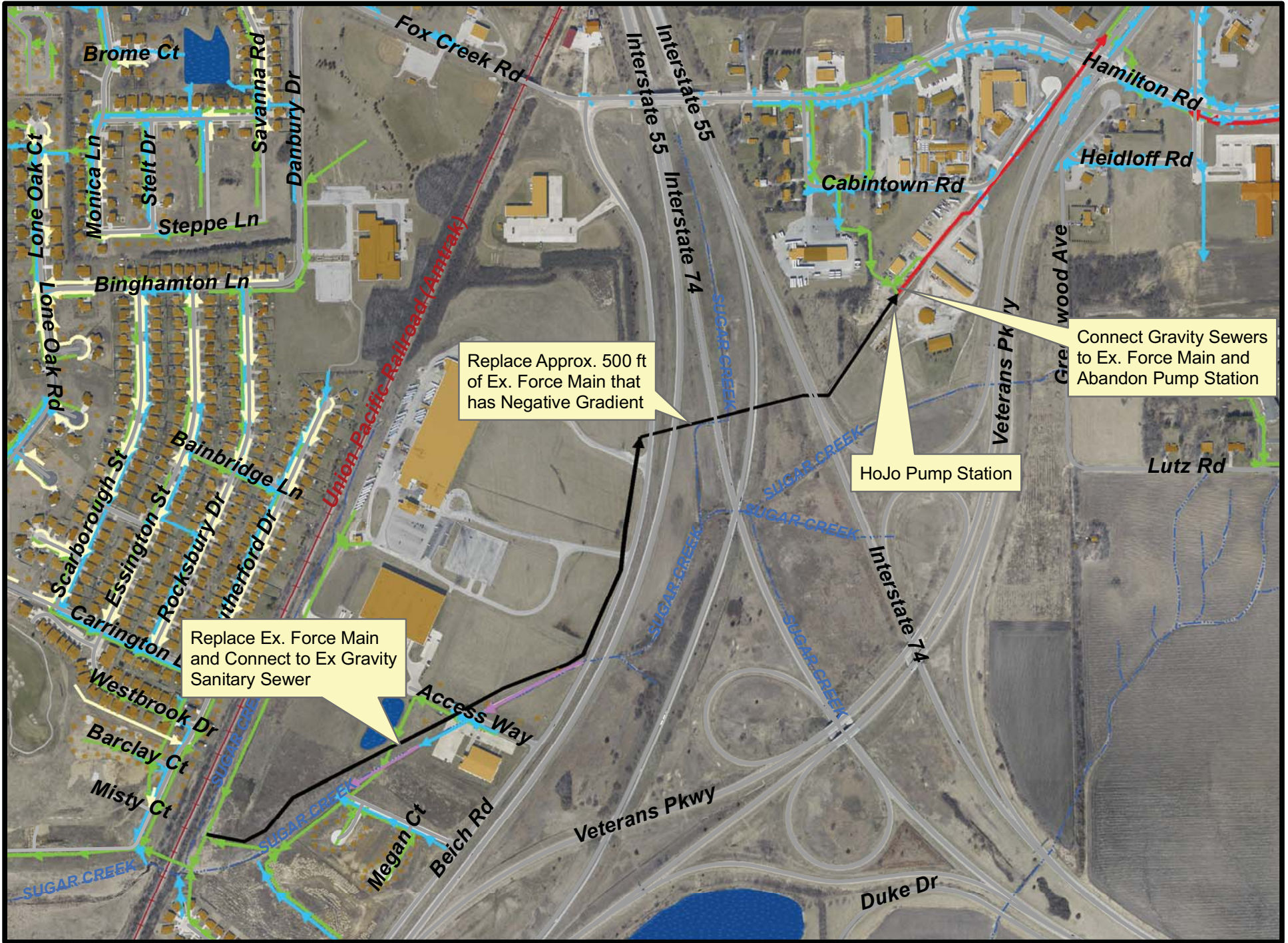
The scope of work assumes that 5 hardcopies of the study will be provided along with a pdf digital copy.

FEE ESTIMATE

City of Bloomington
 Hojo Pump Station Gravity Sewer Replacement Project
 MSI Proposal No.: 23013043.00
 Date: April 15, 2013

Item No.	Work Task Description	Cost	Task Totals
Administration			
1.	Project Management		
a.	Project Kickoff Meeting to gather existing info	\$ 1,425.00	
b.	Intermediate Meetings (2)	\$ 1,965.00	
1)	Conclusion of preliminary analyses (for alternatives other than rehabilitation of existing FM)	\$ -	
2)	Conclusion of Existing FM condition assessment	\$ -	
c.	Final Meeting - Review of draft study document	\$ 1,020.00	
d.	General Project Coordination (5-1-2013 to 11-1-2013)	\$ 1,920.00	\$ 6,330.00
Planning Phase			
1.	Data Acquisition and Review / Preliminary Assessments		
a.	Review existing drawings	\$ 675.00	
b.	Evaluate City flow data	\$ 315.00	
c.	Collect additional flow data	\$ 810.00	
d.	Develop future growth flow projections	\$ 675.00	
e.	Determine design flow	\$ 360.00	
f.	Preliminary hydraulic analysis (does existing FM have adequate capacity)	\$ 1,491.50	
g.	Coordination with IEPA (regulatory interpretations and their impact on re-use of existing force main)	\$ 790.00	\$ 5,116.50
2.	Topographical Survey		
a.	Office Preparation - Coordination and GIS integration	\$ 490.00	
b.	Limited Field Topographical Survey (includes pickup of x,y,z data for existing FM, MH data at NE and SW ends of FM and project control)	\$ 4,770.00	
c.	Basemap preparation / GIS integration with limited field survey	\$ 1,080.00	
d.	QC	\$ 220.00	
e.	Preliminary Easement Research	\$ -	\$ 6,560.00
3.	Condition Assessment		
a.	Existing force main location / coordination with City and Contractor	\$ 1,260.00	
b.	Office review of existing force main condition - full video inspection	\$ 1,420.00	
c.	On-site observation and consultation with City's Contractor during CAP (assumes 80 hours)	\$ 11,520.00	
d.	Existing Pump Station Assessment	\$ 1,890.00	
e.	Property Access Coordination	\$ 295.00	\$ 16,385.00
4.	Alternatives Analysis		
a.	Rehabilitate existing pump station	\$ -	
1)	Route analysis / alignment (if need new force main)	\$ 395.00	
2)	Hydraulic analysis	\$ 495.00	
3)	Pump station analysis (type, size and location)	\$ 710.00	
4)	Generator analysis (type and KW)	\$ 450.00	
5)	Ameren coordination	\$ 450.00	
6)	Preliminary Cost Opinions (capital & O/M)	\$ 1,355.00	
b.	Abandon existing pump station and install new gravity sewer	\$ -	
1)	Route analysis / alignment	\$ 630.00	
2)	Hydraulic analysis	\$ 495.00	
3)	Preliminary Cost Opinions (capital & O/M)	\$ 1,025.00	
c.	Abandon existing pump station and convert existing force main into gravity sewer	\$ -	
1)	Route analysis / alignment (evaluate connection points)	\$ 315.00	
2)	Hydraulic analysis	\$ 495.00	
3)	Preliminary Cost Opinions (capital & O/M)	\$ 1,025.00	\$ 7,840.00
5.	Life Cycle Cost Analysis		
a.	Perform life cycle cost analysis	\$ 1,175.00	\$ 1,175.00
6.	Feasibility Report		
a.	Preparation of Draft Report (including internal reviews and QC)	\$ 2,950.00	
b.	Preparation of Draft Exhibits (including internal reviews and QC)	\$ 1,150.00	
c.	Incorporate review comments from City	\$ 795.00	
d.	Final Review and Submittal of Study document to City	\$ 835.00	\$ 5,730.00
Project Total			\$ 49,136.50

HoJo PUMP STATION - REPLACEMENT SEWER

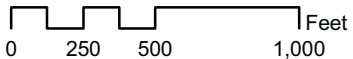


Replace Approx. 500 ft of Ex. Force Main that has Negative Gradient

Replace Ex. Force Main and Connect to Ex Gravity Sanitary Sewer

Connect Gravity Sewers to Ex. Force Main and Abandon Pump Station

HoJo Pump Station



HOJO PUMP STATION GRAVITY SEWER REPLACEMENT FEASIBILITY STUDY
CITY PROJECT NO. 50-29-13011-11-00

Engineering firms providing, "Statement of Qualifications" in response to City's "Request for Qualifications".

1. AMEC Environment and Infrastructure, Inc. – Peoria, IL
2. Chamlin & Associates, Inc. – Peru, IL
3. Clark Dietz, Inc. – Champaign, IL
4. Crawford, Murphy & Tilly, Inc. – Springfield, IL
5. C2 Engineers, LLP – Danville, IL
6. Donohue & Associates – Champaign, IL
7. Farnsworth Group, Inc. – Bloomington, IL
8. Foth Infrastructure & Environment, LLC – Champaign, IL
9. Hanson Professional Services, Inc. – Springfield, IL
10. Lewis, Yockey & Brown, Inc. – Bloomington, IL
11. Maurer-Stutz, Inc. – Peoria, IL
12. Shive-Hattery, Inc. – Bloomington, IL

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

1. Farnsworth Group, Inc.
2. Maurer-Stutz, Inc.
3. Shive-Hattery, Inc.



FOR COUNCIL: April 22, 2013

SUBJECT: Extension of Contract with Midwest Fiber, current provider of Single Stream Processing for two (2) years

RECOMMENDATION/MOTION: That Council extend the contract with Midwest Fiber for two (2) years as allowed in the current contract for the single stream processing as mutually agreed upon, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services; Goal 4 – Grow Local Economy

STRATEGIC PLAN SIGNIFICANCE: Staff is recommending an extension of a current contract with a local vendor and will help to allow this business to remain a successful and viable entity in the community.

BACKGROUND: Since May 2010, Midwest Fiber has completed the \$8 million dollar single stream MRF (Materials Recycling Facility) on White Oak Road in Normal, Illinois. The facility expansion has increased the local workforce by 26 employees. The facility accepts single stream material throughout central Illinois.

On April 9, 2012, the Council approved an extended agreement with Midwest Fiber to provide single stream processing service until April 30, 2013. The City continues to collect single stream recycle material from the curb throughout the City on a daily basis.

Recently, the Town of Normal on December 17, 2012 entered into a contract with Midwest Fiber because the only other vendor who could provide this service chose to stop providing services to Central Illinois since there is an existing MRF. The other vendor is Resource Management in Chicago Ridge and they have provided services for Bloomington in past years. With this vendor no longer providing service to the area, there is not another viable entity that staff knows of to provide this service for our single stream material. Because of this, staff is recommending that there is not the need for a larger Request for Proposal (RFP) process.

Midwest Fiber is offering Bloomington the same pricing terms as the recently approved contract with the Town of Normal. The pricing terms are more directly tied to common standard industry markers. This allows staff to better trend the direction of future pricing received on our materials.

Date	Single Stream Commodity, Rate per Ton	Single Stream Recycling Tons per Month	Single Stream Recycling Revenue or Expenditure
May, 2012	\$35.88	288.32	\$10,344.91
June, 2012	\$25.66	243.10	\$6,237.96
July, 2012	\$10.68	244.55	\$2,611.81
August, 2012	\$5.62	261.68	\$1,470.65
September, 2012	(\$11.82)	243.14	(\$2,873.94)
October, 2012	(\$4.50)	288.54	(\$1,298.45)
November, 2012	(\$2.00)	325.69	(\$651.38)
December, 2012	\$3.40	401.14	\$1,363.88
January, 2013	\$4.10	394.66	\$1,618.12
February, 2013	\$15.16	316.62	\$4,799.91
March, 2013	\$17.54	333.74	\$5,853.83
April, 2013	\$13.82	Unknown	

With a two year contract term, Midwest Fiber is also offering increased education opportunities to encourage recycling with our residents.

Paradigm made a presentation to the City Council on December 10, 2012. In this presentation, Paradigm stated that they did not think that they could get up and going until 2016. This timing would be after the end of the proposed contract extension. In addition, Paradigm has stated that they would not need the single stream recycling material currently collected by the City of Bloomington at the curb.

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

Based upon these factors, it is Staff's recommendation that the contract be extended for two years with Midwest Fiber with the ability for three (3) one-year extensions as mutually agreed upon.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Midwest Fiber

FINANCIAL IMPACT: The FY 2014 Budget appropriated \$100,000 in revenue for the receipt of single stream material in the Solid Waste Division line item 54404400-54440. The single stream commodity chart presented above demonstrates the wide fluctuation within this market. In fact, during the months of September to November, the City had to pay to dispose of the recycling material. According to IBIS World, "The next five years are set to be bright for the industry. Consumers will increasingly demand products made with recycled goods. Also, higher levels of government regulation will benefit the industry by pushing potential downstream customers to use recycled goods in manufacturing processes." This trend is expected to boost the overall market for recycled goods and help stabilize revenue volatility. Stakeholders will be able to may locate this purchase in the FY 2014 Capital, Enterprise, and Other Fund Budget Document.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel
Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

RECYCLABLE MATERIAL SUPPLY AGREEMENT

This Agreement is dated _____ and is between:

City of Bloomington
109 E. Olive St.
Bloomington, Il 61701

Tel: 309-434-2225

and

Midwest Fiber, Inc., an Illinois corporation ("Midwest")
422 S. White Oak Road
Normal IL 61761

Tel: 309-452-0064

The parties agree as follows:

1. Definitions:

- (a) "Material" means all single stream recyclable material that meets the quality requirements of Section 6 and fully described in Exhibit B.
- (b) "Residuals" means non-recyclable items mistakenly believed to be recyclable by consumers and placed into collected recycling bins, where such items do not pose any adverse effect to human health or the environment.
- (c) "Non-Acceptable Materials" means any municipal putrescible waste, yard waste, hazardous waste, medical waste, electronic waste or any other hazardous materials or substances.
- (d) "Term" means the period that this Agreement is in effect.
- (e) "Supplier" means City of Bloomington.
- (f) "Holidays" means Christmas Day.

2. Supply of Material. During the Term, Supplier shall sell and deliver to Midwest and Midwest shall accept and purchase from Supplier the Material generated by Supplier. Supplier makes no guarantee to Midwest that a certain volume of the Material shall be sold and delivered to Midwest by Supplier during the term of this Agreement.

3. Price. The price for the Material shall be as stated in Exhibit A. Applicable weights shall be determined by Midwest based on receiving weight receipts, subject to adjustment under Section 6 for nonconforming Material.

4. Delivery. Supplier shall deliver the Material to Midwest's location at 422 S. White Oak Rd, Normal, Il. Title to the Material shall pass to Midwest upon acceptance by Midwest, subject to Midwest's right of rejection under Section 6. Supplier's vehicles shall be unloaded expeditiously by Midwest. For weeks with Holidays, Midwest shall coordinate with Supplier additional offloading hours at its Normal, Illinois, location. The additional hours may be extended operating hours or Saturday hours. The recycle center shall be open from 6:30am to 3:00pm for the receipt of the City's acceptable recycling material (with the exception of Christmas Day).

5. Payment. For Material delivered during a calendar month, Midwest shall pay Supplier, or Supplier shall pay Midwest, as the case may be, the price due under Section 3, thirty (30) days from date of invoice submission by Supplier to Midwest of weight ticket copies. Interest will be charged on all amounts not paid when due at a rate of two percent (2%) per month.

6. Quality.

(a) Commingled/Single Stream Material: Supplier agrees to use reasonable efforts to collect, receive and deliver Single Stream Material and to prevent the collection and delivery of excess Residuals and Non-Acceptable Materials. Residuals and Non-Acceptable Materials shall not exceed 9% by weight of delivered Material.

(c) Midwest has no obligation to accept or purchase Material that does not meet the standards of this Section 6. Supplier shall remain fully responsible for the proper handling and disposal of any Non-Acceptable Materials and shall indemnify Midwest against all costs, and expenses(except for fines) relating to the proper handling and disposal of any Non-Acceptable Materials. All quality issues shall be handled in accordance with general industry procedures. If Midwest's inspection of Material, either at time of delivery or prior to processing, discloses any nonconformity with this Section 6, the Material may be rejected by weight adjustment or by the entire shipment at Midwest's election, or downgraded in value accordingly by Midwest. If Midwest discovers any nonconformity with this Section 6, it shall immediately notify Supplier via telephone or email of such nonconformity by calling or emailing the Director of Public Works. In addition, Midwest shall document any such nonconformity, for example by taking photographs of such Non-Acceptable Material.

7. Term. This Agreement is for an initial term beginning May 1, 2013, and ending April 30th, 2015. The contract can be extended after May 1st, 2015, for three consecutive one year period at the mutual consent of both parties. During an extended term of this Agreement, all of the terms and conditions of this Agreement, shall remain the same and continue in full force and effect.

8. Confidentiality. Confidential information disclosed by a party to the other party, including volumes and pricing of the Material purchased by Midwest under this Agreement, shall be held in strict confidence and not communicated to any third person except as provided by law.

9. Indemnification for Third Party Claims. Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party and its parent company, affiliates, subsidiaries, agents, employees, officers, directors, successors, and assigns (the "Indemnified Party") from and against any and all claims, demands, judgments, assessments, damages, fines, penalties, costs, expenses, liabilities, or losses, including but not limited to sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees, incurred or suffered by or claimed against the Indemnified Party by reason of a third party claim for personal injury or property damage alleged to have been caused by the Indemnifying Party's negligence or willful misconduct in its performance of this Agreement or in the operation of its business, except to the extent that such personal injury or property damage is caused by negligence or willful misconduct of the Indemnified Party. This provision shall survive any termination of this Agreement.

10. Default. A party shall be in default under this Agreement if it: (a) fails to cure a monetary breach within fifteen (15) calendar days after written notice of default; or (b) fails to cure a non-monetary breach within thirty (30) calendar days after written notice of default. In the event of default, the non-defaulting party, in addition to any other remedies, may terminate this Agreement without further notice or liability, except that any such termination shall not affect rights or obligations accrued or owed prior to effective date of termination.

11. Limitation of Liability. Midwest and Supplier waive all claims against each other (and against each other's parent company, affiliates and subsidiaries and their respective members shareholders, officers, directors agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital) arising out of this Agreement ; and regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, strict liability or any other legal theory.

12. Notices. Any notice required by the terms of this Agreement, other than a notice of nonconformity under Section 6, shall be given in writing, whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand, and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Midwest:

Midwest Fiber, Inc.
422 S. White Oak Road
Normal, Illinois 61761
Attention: Todd Shumaker

Supplier:

City of Bloomington
109 E. Olive St
Bloomington, Il 61701
Attention: City Clerk

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

13. Excused Non-Performance. Neither party shall be liable to the other for failure to carry out this Agreement in whole or in part when such failure is due to strikes, lockouts, other labor problems, fires, floods, earthquakes, severe weather conditions, other Acts of God, freight embargoes, transportation delays, governmental or administrative prohibitions, riots, acts of public enemies, terrorism, or other causes beyond the control of the parties.

14. Compliance with Law. Each party shall comply and cause each of its employees, agents, and subcontractors to comply with all applicable laws pertaining to its performance of this Agreement.

15. Authority. Each party, and each individual signing on behalf of each party, represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.

16. Restrictive Covenants.

(a) During the term of this Agreement, Midwest and Supplier shall not, either directly or indirectly, induce or attempt to induce any employees of the other to leave the employment of the other; and

17. Modification. This Agreement may not be amended or modified except in writing signed by the parties.

18. Waiver. Any failure by a party to enforce any right or remedy on default by the other party shall not impair the ability to enforce such right or remedy as to subsequent defaults or be construed as a waiver. Either party's consent to or approval of any act by the other shall not

be deemed to waive or render unnecessary the requirement of consent or approval of any subsequent act by either party.

19. Midwest Warranties. Midwest warrants to Supplier that:

- (a) The transfer and processing of the Material will be performed in full compliance with all Federal, State and local laws, rules, regulations and ordinances.
- (b) Midwest has the requisite knowledge and experience necessary to perform the services required under this Agreement.
- (c) The Processing/Receiving/Transfer Locations have been issued all governmental permits, licenses, authorizations and approvals required for the transfer and processing of the Material. Upon request, Midwest will furnish to Supplier copies of permits, licenses, authorizations and approvals in effect relating to the transfer and processing of the Material. If any change occurs to such permits, licenses, authorizations or approvals which materially affects any obligation under this Agreement, Midwest shall promptly notify Supplier.
- (d) Midwest has not received any notice, complaint, or administrative citation ("Notice") alleging that Midwest or the Processing and/or Receiving/ Transfer Locations are in material noncompliance with any applicable Federal, State or local environmental laws, regulations or ordinances, including, but not limited to any notice alleging that there has been a release or threatened release of hazardous substances (as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§6901 *et seq.*) at the Processing and/or Receiving/Transfer Locations. If Midwest receives such Notice during the term of this Agreement regarding the Processing Location and/or Receiving/Transfer Locations, Midwest shall promptly notify Supplier of such Notice.

20. Supplier Warranties. Supplier warrants to Midwest that:

- (a) Supplier's collection of the Material and transportation of Material to Midwest's site and handling and disposal of Midwest's waste will be performed by Supplier in full compliance with all Federal, State and local laws, rules, regulations and ordinances.
- (b) Supplier has the requisite knowledge and experience necessary to perform the services required under this Agreement.
- (c) Supplier has been issued all governmental permits, licenses, authorizations and approvals required for the collection and transportation of the Material. Upon request, Supplier will furnish to Midwest copies of such permits, licenses, authorizations and approvals in effect. If any change occurs to such permits,

licenses, authorizations or approvals which materially affects any obligation under this Agreement, Supplier shall promptly notify Midwest.

- (d) Supplier has not received any notice, complaint, or administrative citation ("Notice") alleging that Supplier is in material noncompliance with any applicable Federal, State or local environmental laws, regulations or ordinances. If Supplier receives such Notice during the term of this Agreement, Supplier shall promptly notify Midwest of such Notice.

21. Insurance. Midwest represents to Supplier and Supplier represents to Midwest that it now carries, and will continue during the term of the Agreement to carry, Worker's Compensation/Employers' Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance in the following amounts:

<u>COVERAGE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Compensation – Coverage A	Statutory
Employer's Liability – Coverage B	\$100,000
Commercial General Liability (including broad form property damage, contractual liability, products/completed operations, and bodily injury)	\$1,000,000 each occurrence
Commercial Automobile Liability (Owned, Hired, and Non-owned Vehicles for both bodily injury and property damage)	\$1,000,000 each occurrence
Umbrella Excess Liability (over and above the Commercial General Liability and Commercial Automobile Liability coverages indicated above)	\$1,000,000 each occurrence

Supplier shall be named as an Additional Insured on Midwest's Commercial General Liability policy.

Within five (5) days of the execution of this Agreement, each party shall provide the other with Certificates of Insurance showing the existence of the insurance required hereunder.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, it shall not affect the validity or enforceability of remainder of this Agreement, and to this end the provisions of this Agreement are declared severable. If such invalidity becomes known or apparent, the parties agree to negotiate promptly in good faith to amend such provisions to be as consistent as possible with the original intent.

23. Integrated Agreement. This Agreement constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior negotiations, representations and understandings.

24. Independent Contractor. Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

Executed as of the date first written above.

Midwest Fiber, Inc.

City of Bloomington

By: _____
Its: _____

By: _____
Its: _____

MATERIAL:

SINGLE STREAM MATERIAL:

<u>COMPONENT</u>	<u>PERCENTAGE</u>
Steel Cans	2.20%
UBCs	0.70%
HDPE-N	1.50%
HDPE-C	1.30%
PET	3.40%
Plastics #3, #4, #5, #7	1.10%
Glass	11.10%
Newspaper	58.00%
Cardboard	13.70%
RESIDUALS	7.00%

Midwest shall review the PERCENTAGE of each COMPONENT of the MATERIAL on an as needed basis and has the option to revise the PERCENTAGE of each COMPONENT according to the most recent twelve month average experience.

Pricing

The price for the Single Stream Material is described as Exhibit A, delivered by Supplier, shall be the Total Market Value of the Material (determined based on the percentage and the Value/ton of each component of the Single Stream Material as shown in the table) less the processing fees. The processing fee for the first year of the term is \$77.00. The processing fee shall be adjusted at the beginning of each calendar year, by the annual percentage increase (if any), of the Midwest Area Consumer Price Index of all Urban Consumers published by the U.S. Bureau of Labor Statistics for the most recent calendar year for which such information is available; however, such increase shall not be greater than 2%.

Processing fee currently \$77.00 per ton

Midwest shall determine the Total Market Value for each month of the term based on changes in the value/ton. The value/ton shall be based upon national industry publications reflecting the market value of community such as Waste News and The Official Board Markets.

Exhibit A

SINGLE-STREAM MATERIAL		Market Prices**		Weighted Value
Commodity	Percent*	\$/Lb	\$/Ton	\$
Steel Cans	2.2%	0.055	155	\$3.41
UBCs	0.7%	0.74	1480	\$10.36
PET	3.4%	0.15	300	\$10.20
HDPE- N	1.5%	0.27	540	\$8.10
HDPE- C	1.3%	0.18	360	\$4.68
Plastic Containers #3, #4, #5 & #7	1.1%	0.02	52	\$0.57
OCC (Cardboard)	13.7%	0.038	72.50	\$9.93
Newspaper	58%	0.035	80	\$46.40
Glass	11.1%	-0.018	-35	(\$3.89)
RESIDUALS	7%	-0.023	-46	(\$3.22)
Total Market Value	100%			\$86.55
PROCESSING FEE****				(\$77.00)
SINGLE STREAM MATERIAL RATE Payment or (Charge) to SUPPLIER*****				\$9.55

* Estimated average percentage of each recyclable commodity from a typical residential curbside recycling program.

Percentages may be adjusted on an annual basis to reflect actual experience.

** Current Market Prices are shown. Future Market Prices will be applied on a month-to-month basis,

where such prices shall typically be no less than the minimum published value for:

Containers (Aluminum UBCs, Natural HDPE, Mixed HDPE and Mixed PET)

published in the monthly issue of American Metal Market Recycling Manager.

Notes: (a) Steel cans priced per local area markets as non-densified bales.

(b) Glass Containers are recovered as Mixed Broken Glass priced per local area markets.

(c) Plastics #3, #4, #5 & #7 are marketed at available market prices.

Paper Fiber (Newspaper, Mixed Paper and Cardboard)

published in the Official Board Markets (Yellow Sheet)

If published values are not indicative of actual market values; then, actual market values will be used.

*** Residuals are non-recyclable commodities inadvertently discarded by the consumer

into the curbside recycling bin and subsequently disposed of.

**** Processing Fee (fixed for 1st year of term, with CPI adjustment in subsequent years) subtracted from Total Market Value

***** Payment Per Ton for residentially collected curbside Recyclable Single Stream Material

Exhibit B

Material Single Stream

Aluminum Cans, Trays & Foil (trays & foil must be cleaned)
Steel Cans and Tins
PET Soda, Water, & Flavored Beverage Bottles (#1 clear and green plastic resin)
HDPE Milk & Juice Jugs (#2 clear plastic resin)
HDPE Detergent & Fabric Softener Containers (#2 colored plastic resin)
PVC Narrow Neck Containers Only (#3 plastic resin); such as health & beauty aid products, household cleaners.
LDPE Grocery Containers (#4 plastic resin); such as margarine tubs, frozen dessert cups, six and twelve pack rings.
PP Grocery Containers (#5 plastic resin); such as yogurt cups, and narrow neck syrup and ketchup bottles.
#7 Plastic Resin Narrow Neck Containers Only.
Plastic Buckets, such as kitty litter containers (5 gallon size maximum).
Glass Bottles and Jars (clear, brown, green, and blue): no window glass, dinnerware or ceramics.

Newspaper, including inserts (remove plastic sleeves)
Cardboard (no waxed cardboard)
Pizza Boxes (free of food waste)
Kraft (brown paper) Bags
Magazines, Catalogs and Telephone Books
Office, Computer, Notebook & Gift Wrap Paper (no metal clips, spirals, binders, or ribbons)
Chipboard (cereal, cake & food mix boxes, gift boxes, etc.)
Carrier Stock (soda & beer can carrying cases)
Junk Mail & Envelopes (no plastic cards, stick on labels or unused stamps)
Paper Back Books (can include hard cover books but remove cover)

Notes:

1. All containers to be emptied and rinsed clean.
2. No motor oil, insecticide, herbicide or hazardous chemical containers.
3. Plastic bags should be returned to grocery or department store.
4. No plastic film (no plastic sheets, tarps or wrap).
5. No expanded foam or clear polystyrene per joint advisory from the Illinois Recycling Association, Illinois Department of Commerce & Community Affairs, and Region 5 US Environmental Protection Agency.



FOR COUNCIL: April 22, 2013

SUBJECT: Payment for software maintenance to Tyler Technologies for various Munis Modules

RECOMMENDATION/MOTION: That the payment for software license maintenance and support agreement with Tyler Technologies, covering various modules of the City’s Munis Enterprise Resource Planning (ERP) system, in the amount of \$137,326.35, be approved and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: This activity promotes Goal 1, Financially Sound City, Providing Quality Basic Services, Objective D, City services delivered in the most cost-effective, efficient manner.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.d. The Munis ERP system is critical to the daily operations of every City department. As the ERP system is implemented, it is helping to streamline and automate many service-related processes throughout the City. The maintenance agreement is a key ongoing requirement as it provides technical support and software updates for the system.

BACKGROUND: Staff has requested Council approve the payment to Tyler Technologies for the maintenance agreement for multiple Munis modules. This payment provides coverage from May 2013, through April 2014. Modules included in this maintenance agreement request are:

- | | |
|--------------------------------|--|
| Human Resources Mgmt | Payroll |
| Bid/Contract Mgmt | General Ledger |
| Accounts Payable | Accounts Receivable |
| Budget | General Billing |
| Treasury Mgmt | Cashiering |
| Project Accounting | Fleet Mgmt |
| Facility Mgmt | Work Orders |
| Tyler Content Manager | Business Licenses |
| Inventory | Fixed Assets |
| Utility Billing | Tyler 311 CRM (Citizen Request Management) |
| Citizen Self Service | Employee Self Service |
| Employee Expense Reimbursement | |
| GASB 34 Report Writer | |
| Performance Based Budgeting | Business & Vendor Self Service |
| Maplink (GIS interface) | |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$777,366 for City-wide software and hardware maintenance contracts in line item 10011610-70530. A portion of these funds will be used to pay for software license maintenance and support agreement with Tyler Technologies, which covers multiple modules itemized in the background section of the City’s Munis Enterprise Resource Planning (ERP) system. The total cost for both contracts is \$137,326.35. There are sufficient budgeted funds on hand within this line item to fund these two contracts. Stakeholders may locate this purchase in the FY 2013 General Fund Budget Document on Page #169.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Invoice

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



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technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-81980	02/12/2013	1 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

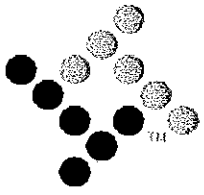
Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	40697		USD	NET30	03/14/2013

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	3,439.80	3,439.80
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	6,048.00	6,048.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	4,573.80	4,573.80
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,173.50	2,173.50
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT	1	2,079.00	2,079.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	2,079.00	2,079.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	3,213.00	3,213.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - TYLER INCIDENT MANAGEMENT	1	5,670.00	5,670.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT	1	5,717.25	5,717.25
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	5,670.00	5,670.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	4,158.00	4,158.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	7,749.00	7,749.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - PERFORMANCE BASED BUDGETING	1	5,481.00	5,481.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	3,118.50	3,118.50
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	4,441.50	4,441.50
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE	1	3,213.00	3,213.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	4,158.00	4,158.00
	Maintenance: Start: 01/May/2013, End: 30/Apr/2014			



\$\$\$INVOICE%81980%02/12/2013%41401%



tyler
technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-81980	02/12/2013	2 of 3

Questions:

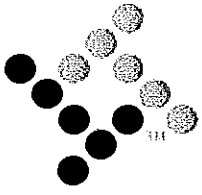
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41401	40697		USD	NET30	03/14/2013

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	8,085.00	8,085.00
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	3,213.00	3,213.00
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	2,494.80	2,494.80
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	4,536.00	4,536.00
	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	1,701.00	1,701.00
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	2,625.00	2,625.00
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	4,573.80	4,573.80
	SUPPORT & UPDATE LICENSING - STANDARD FUEL INTERFACE Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	718.20	718.20
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	15,120.00	15,120.00
	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	718.20	718.20
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	5,250.00	5,250.00
	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	3,118.50	3,118.50
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	1,039.50	1,039.50
	SUPPORT & UPDATE LICENSING - GASB 34 REPORT WRITER Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	2,362.50	2,362.50
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	1,890.00	1,890.00
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	3,780.00	3,780.00
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 01/May/2013, End: 30/Apr/2014	1	3,118.50	3,118.50



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technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
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Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-81980	02/12/2013	3 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41401	40697		USD	NET30	03/14/2013

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
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RECEIVED
Date: 2/19/13
Name (Print): M. Horak
Comments: 1011610-72120-300044

***** ATTENTION *****
Please note new remittance
address above and update your
records accordingly

Subtotal	137,326.35
Sales Tax	0.00
Invoice Total	137,326.35



FOR COUNCIL: April 22, 2013

SUBJECT: Maintenance agreements with Sentinel Technologies, Inc. for City Voice over Internet Protocol Phone System and Network and Security Devices Hardware Maintenance

RECOMMENDATION/MOTION: That the two (2) Agreements with Sentinel Technologies, Inc., Springfield, IL, one (1) for hardware/software maintenance renewal for the City's Voice over Internet Protocol (VoIP) phone system and related equipment, in the amount of \$39,830; and the other for hardware/software maintenance renewal for the City's network infrastructure, in the amount of \$40,269, for a total of \$80,099, be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

STRATEGIC PLAN LINK: This activity promotes Goal 1, Financially Sound City, Providing Quality Basic Services, Objective D, City services delivered in the most cost-effective, efficient manner.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.d. The City's VoIP telephone system, and the network infrastructure that supports it and all City data flow, is critical to the daily operations of every City department. This technology is used twenty-four hours per day supporting all City operations. The maintenance agreement is a key ongoing requirement as it provides technical support and software updates for these systems.

BACKGROUND: Staff maintains third party support agreements for the City's VoIP phone system, data network hardware and network security hardware as the manufacturers warranty and support period expires. These support agreements provide critical hardware and software support and upgrade services to these systems. Guaranteed response times, appropriate to each specific piece of hardware, are defined within these contracts. The more critical devices (i.e. phone system hardware, data network core, firewall) are covered by a twenty-four (24) hour, seven (7) day per week, four (4) hour guaranteed response contract while the less critical systems are typically eight (8) hour, five (5) days per week, next business day response. Staff places an appropriate level of coverage on each device to control the cost of maintaining the City's critical data infrastructure.

City Council approved similar one year contracts with Sentinel Technologies during the April 23, 2012 meeting at a total cost of \$79,628. Pricing for these contracts is based on existing contracts with City of Springfield's City, Water, Light and Power and the City of Naperville.

Staff respectfully requests approval to renew the following maintenance contracts, provided by Sentinel Technologies, Inc., Springfield, IL.

Contract	Cost
VoIP Phone System and Associated Hardware	\$39,830
Data Network Core and Distribution Hardware	\$40,269

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$777,366 for City-wide software and hardware maintenance contracts in line item 10011610-70530. A portion of these funds will be used to offset the City Voice over Internet Protocol Phone System and Network and Security Devices Hardware Maintenance contract in addition to the hardware/software maintenance renewal for the City’s network infrastructure. The total cost for both contracts is \$80,099. There are sufficient budgeted funds on hand within this line item to fund these two contracts. Stakeholders may locate this purchase in the FY 2013 General Fund Budget Document on Page #169.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreements

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



APPENDIX A

Statement of Work -- Sentinel High Availability Network Support (HANS)

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington (Customer) with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby amended to include the following:

Commencement Date	Agreement No.	Addendum No. 039r2
-------------------	---------------	--------------------

1. Inspection and Repair

Prior to the Commencement Date of Maintenance under this Agreement, the Equipment shall be subject to inspection by the Contractor at no charge to the Customer, to determine if it is in acceptable condition for maintenance under this Agreement. Any repairs, adjustments or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to repudiate and terminate this Agreement if, in Contractor's opinion, the Equipment is not capable of maintenance or if Customer refuses to bring the Equipment up to an acceptable condition.

2. Responsibilities of Contractor

The Contractor shall, for the total charges set forth on Appendix B, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods selected by the Customer as designated on Appendix B.

The maintenance service includes:

- a. Unscheduled Remedial Maintenance Service during the Contracted Periods of Maintenance Service when notified that the Equipment is inoperative.
- b. All costs of labor and field installable parts as determined necessary by Contractor for maintaining the Equipment; which costs are incurred as a result of normal usage and wear and tear of Equipment. At Customer's request, Contractor will, for additional time and material cost, make required repairs to Equipment when required repairs are not attributable to normal wear and tear.
- c. The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.

3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment subject to the Customer's industrial security rules.
- b. The Customer shall not authorize or cause maintenance or repairs to be made or attempted to Equipment during the terms of this Agreement, except as specified and approved in advance by Contractor.
- c. The Customer shall maintain the site environmental conditions throughout the period of this Agreement in accordance with the specifications established by the Equipment manufacturer.
- d. If the Customer causes modifications to be made, or accessories or devices not covered by this Agreement to be added to the Equipment, or System, then maintenance service will be supplied unless such modifications or attachments make it impractical for Contractor to render maintenance service in which case Contractor shall be relieved of its responsibilities. If the modifications or additions increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified on Appendix B.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. Contractor's restoration guarantees will not be in full force or effect until customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges by Contractor.



- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges by Contractor.

4. Periods of Maintenance Service Availability

- a. The Monthly Maintenance Fee and the Periods of Maintenance Service available to the Customer are stated in Appendix B.
- b. If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Agreement by giving Contractor thirty (30) days advance written notice. SMARTnet contracts purchased on the Customer's behalf are non-refundable. Contractor agrees to provide information to assist Customer in requesting a refund for prepaid SMARTnet contracts.

5. Excluded Services

The following services are outside the scope of this Agreement:

- a. Maintenance or repairs attributable to unauthorized attempts by or for the Customer to repair or maintain the Equipment; Equipment being used for purposes other than for which it was designed, to catastrophe; failure to provide suitable environmental conditions; Fault or negligence of the Customer, its agents or employees; Improper use or misuse of the Equipment, Causes external to the Equipment, such as but not limited to power failure, air conditioning failure, and electrostatic conditions.
- b. Furnishing supplies or accessories, or refurbishing of Equipment.
- c. Damage by accident, disaster or transportation.
- d. Installation, moves, adds, or changes to Equipment/software.

6. Service Level Agreement (SLA) for Sentinel HANS

Contractors High Availability Network Support is designed to keep Customer's networks at the highest level of availability by ensuring that the network is repaired in a timely and comprehensive manner. From initial problem notification through complete restore, Contractor takes an active role in ensuring the high availability of the network. Note: Due to the time required for set up to support HANS agreements, adherence to SLA's will become effective no sooner than 30 days after Customer signature.

Incident Service Level

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
Severity 1:	15 Minutes	99.5%	1 Hour	99.5%	Dependant on SLA purchased, See Appendix B	99.5%
Severity 2	15 Minutes	99.5%	2 Hours	99.5%	Dependant on SLA purchased, See Appendix B	99.5%
Severity 3	4 Hours	99.5%	NBD	99.5%	Two Business Days	99.5%



7. SLA Options

There are three Service Level Agreement (SLA) options for Sentinel HANS. The definitions below describe the components of each SLA offering. The SLA of each device under contract is detailed on Appendix B.

HANS – provides all the services detailed under Item 7a.below. This service does not allow the customer the ability to call the Cisco TAC directly for support or receive software updates to a device.

HANS Plus - provides all the services detailed under Item 7a.below with all equipment backed by a Cisco support agreement which provides Customer and Contractor with access to Cisco’s Support resources, and the ability to update software. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

HANS with PSS – provides all the services detailed under Item 7a. and 7b.below. Contractor is authorized to deliver Cisco Support and as such, Contractor has the ability to escalate to Cisco TAC for incidents, as well as receive all software updates for devices. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

- a. The following details the level of support provided under all HANS service agreements.
 - All calls for service are to be placed with, monitored and escalated by Contractor.
 - Contractor will reload/configure system components with customer supplied back up as required to ensure complete functionality and restoration.
 - For service calls that are started within the contracted coverage window, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
 - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer’s agent in attempting to resolve issues with other vendors/suppliers.
 - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.
 - Contractor will supply loaner equipment on a best effort basis in emergency situations for non-core network equipment.
 - Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
 - Contractor will provide advanced replacement of hardware per the SLA defined per device in Appendix B.

- b. The following details the level of support provided under all HANS with PSS service agreements.
 - Contractor will provide the software for the PSS Collector. The collector will provide the functionality outlined below and without the collector, these functions will not be possible. Specification of the hardware requirements will be given to customer during the kick-off phase. Customer is responsible for providing Contractor with SNMP Read-Only community strings for each device and Customer will be responsible to configure the community string if it is not configured correctly on the devices.
 - Contractor will provide Contract and Inventory Management on the customer infrastructure.
 - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
 - Device Diagnostics alerting and access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
 - Access to Cisco Worldwide Parts Depot
 - Sentinel provides TAC support and escalation of cases to Cisco TAC cases on behalf of the Customer. In addition, in certain circumstances Customer may participate during Sentinel’s call with Cisco TAC.

CUSTOMER:
City of Bloomington

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX B

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington (Customer) with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby amended to include the following:

Commencement Date _____ Agreement No. _____ Addendum No. 039r2

PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

City of Bloomington							
Part Number	Serial Number	Begin Date	End Date	Qty	Unit	Ext. Price	Special Notes
Sentinel HANS PSS, parts & on-site service, 24x7x4 coverage							
ASA5540-AIP20-K9	JMX1217L129	1-May-13	30-Apr-14	1	\$	3,107	\$ 3,107
ASA5540-AIP20-K9	JMX1217L12A	1-May-13	30-Apr-14	1	\$	3,107	\$ 3,107
CISCO1811/K9	FTX1017W2EK	1-May-13	30-Apr-14	1	\$	95	\$ 95
CISCO1841	FTX1143W0YX	1-May-13	30-Apr-14	1	\$	139	\$ 139
CISCO1841	FTX1219W0DJ	1-May-13	30-Apr-14	1	\$	139	\$ 139
CISCO2821-SEC/K9	FTX0949C144	1-May-13	30-Apr-14	1	\$	604	\$ 604
CISCO2821-SEC/K9	FTX0949C146	1-May-13	30-Apr-14	1	\$	604	\$ 604
CISCO2821-SEC/K9	FTX0949C147	1-May-13	30-Apr-14	1	\$	604	\$ 604
CISCO3825-SEC/K9	FTX0949A00F	1-May-13	30-Apr-14	1	\$	1,197	\$ 1,197
CSACSE-1112-K9	QWNCWT6210023	1-May-13	30-Apr-14	1	\$	-	\$ - Note: Cisco no longer supports
UCS-C210M2-VCD2	QCI1436A9BV	1-May-13	30-Apr-14	1	\$	365	\$ 365
UCS-C210M2-VCD2	QCI1436A9IK	1-May-13	30-Apr-14	1	\$	365	\$ 365
WS-C4507R	FOX081603QL	1-May-13	30-Apr-14	1	\$	2,771	\$ 2,771
WS-C4507R	FOX093503PL	1-May-13	30-Apr-14	1	\$	2,771	\$ 2,771
WS-C6509-E	SMG0939NF0U	1-May-13	30-Apr-14	1	\$	6,825	\$ 6,825
Sentinel HANS PSS, parts & on-site service, 8x5xNBD coverage							
AIR-WLC4402-25-K9	FLS1008H04F	1-May-13	30-Apr-14	1	\$	828	\$ 828
AIR-WLC4402-25-K9	FLS1008H05D	1-May-13	30-Apr-14	1	\$	828	\$ 828
AIR-WLC4402-25-K9	FOC1231F0JR	1-May-13	30-Apr-14	1	\$	828	\$ 828
WS-C3550-24PWR-SMI	CAT0816N5JF	1-May-13	30-Apr-14	1	\$	-	\$ - Note: Cisco no longer supports
WS-C3550-24PWR-SMI	CAT0816R2Q1	1-May-13	30-Apr-14	1	\$	-	\$ - Note: Cisco no longer supports
WS-C3550-24PWR-SMI	CAT0816Z0DG	1-May-13	30-Apr-14	1	\$	-	\$ - Note: Cisco no longer supports
WS-C3550-24-SMI	CAT0746Y0EW	1-May-13	30-Apr-14	1	\$	-	\$ - Note: Cisco no longer supports
WS-C3550-24-SMI	CHK0629V05B	1-May-13	30-Apr-14	1	\$	-	\$ - Note: Cisco no longer supports
WS-C3550-24-SMI	CHK0644V150	1-May-13	30-Apr-14	1	\$	-	\$ - Note: Cisco no longer supports
WS-C3550-48-SMI	CAT0731Z0KF	1-May-13	30-Apr-14	1	\$	-	\$ - Note: Cisco no longer supports
WS-C3560-24PS-S	CAT0849N1MF	1-May-13	30-Apr-14	1	\$	143	\$ 143
WS-C3560-24PS-S	CAT0946R4AK	1-May-13	30-Apr-14	1	\$	143	\$ 143
WS-C3560-24PS-S	CAT0946R4AN	1-May-13	30-Apr-14	1	\$	143	\$ 143
WS-C3560-24PS-S	CAT0947R5NE	1-May-13	30-Apr-14	1	\$	143	\$ 143
WS-C3560-24PS-S	CAT1010R0ZA	1-May-13	30-Apr-14	1	\$	143	\$ 143



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WS-C3560-24PS-S	CAT1011R1B1	1-May-13	30-Apr-14	1	\$ 143	\$ 143	
WS-C3560-24PS-S	CAT1013R0G6	1-May-13	30-Apr-14	1	\$ 143	\$ 143	
WS-C3560-24PS-S	CAT1029ZGHA	1-May-13	30-Apr-14	1	\$ 143	\$ 143	
WS-C3560-24PS-S	CAT1030RJH	1-May-13	30-Apr-14	1	\$ 143	\$ 143	
WS-C3560-24PS-S	CAT1107NG8U	1-May-13	30-Apr-14	1	\$ 143	\$ 143	
WS-C3560-24PS-S	FDO1146Y33N	1-May-13	30-Apr-14	1	\$ 143	\$ 143	
WS-C3560-24PS-S	FDO1146Z73C	1-May-13	30-Apr-14	1	\$ 143	\$ 143	
WS-C3560-48PS-S	CAT0826N1NG	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	CAT0826Y1XM	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	CAT0946N1ZE	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	CAT0946R1EB	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	CAT0946R1R5	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	CAT0946R1SR	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	CAT0946R1T7	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	CAT0946R1T8	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	CAT0946R1TE	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	FDO1234X2EZ	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48PS-S	FDO1245Y32K	1-May-13	30-Apr-14	1	\$ 244	\$ 244	
WS-C3560-48TS-S	FDO1213Z0YY	1-May-13	30-Apr-14	1	\$ 188	\$ 188	
WS-C3560G-24PS-S	FOC1403Y467	1-May-13	30-Apr-14	1	\$ 233	\$ 233	
WS-C3560G-24TS-S	FOC1110Y5RK	1-May-13	30-Apr-14	1	\$ 199	\$ 199	
WS-C3750-48PS-S	CAT0939R44M	1-May-13	30-Apr-14	1	\$ 319	\$ 319	
WS-C3750-48PS-S	CAT0947R1HX	1-May-13	30-Apr-14	1	\$ 319	\$ 319	
WS-C3750-48PS-S	CAT0947R1TV	1-May-13	30-Apr-14	1	\$ 319	\$ 319	
WS-C3750-48PS-S	CAT0947R1TZ	1-May-13	30-Apr-14	1	\$ 319	\$ 319	
WS-C3750-48PS-S	CAT0947R1V1	1-May-13	30-Apr-14	1	\$ 319	\$ 319	
WS-C3750-48PS-S	CAT0947R1VL	1-May-13	30-Apr-14	1	\$ 319	\$ 319	
WS-C3750-48PS-S	CAT0947R1VY	1-May-13	30-Apr-14	1	\$ 319	\$ 319	
WS-C3750-48PS-S	CAT0947R1W1	1-May-13	30-Apr-14	1	\$ 319	\$ 319	
WS-C3750-48PS-S	CAT1115ZHPM	1-May-13	30-Apr-14	1	\$ 319	\$ 319	
WS-C3750G-24TS-S	CAT0823X2K6	1-May-13	31-Mar-14	1	\$ 266	\$ 266	Note: end of support life 3/31/14
WS-C3750G-48PS-S	FOC0944Y1A6	1-May-13	30-Apr-14	1	\$ 642	\$ 642	
WS-C3750G-48TS-S	FOC1508Z0RV	1-May-13	30-Apr-14	1	\$ 578	\$ 578	
Sentinel HANS-PSS, ISV1 software support							
VMW-VS-STD-1A		1-May-13	30-Apr-14	2	\$ 225	\$ 450	
Sentinel HANS-PSS, SAS software support							
CSACSE-4.0-SW-K9		1-May-13	30-Apr-14	1	\$ 900	\$ 900	
Sentinel HANS-PSS, SAU software support							
AIR-WCS-LL-1.0-K9		1-May-13	30-Apr-14	1	\$ 600	\$ 600	
CSA-B250-DTOP-K9		1-May-13	31-Dec-13	1	\$ 639	\$ 639	Note: end of support life 12/31/13
CSA-B25-SRV-R-K9		1-May-13	31-Dec-13	1	\$ 940	\$ 940	Note: end of support life 12/31/13
CSA-START-5.1-K9		1-May-13	31-Dec-13	1	\$ 131	\$ 131	Note: end of support life 12/31/13
Sentinel HANS-PSS, ESW Essential software support							
CCX-80-A-EHA-LIC		1-May-13	30-Apr-14	1	\$ -	\$ -	
CUE-MIG-AC		1-May-13	30-Apr-14	5	\$ 222	\$ 1,110	
Cisco direct, UCSS Software Subscriptions							
L-UCSS-CCX-E-1-1		1-May-13	30-Apr-14	1	\$ 60	\$ 60	
L-UCSS-ATT-CUE1-1		1-May-13	30-Apr-14	5	\$ 177	\$ 885	
				Total		40,269	

Terms: Net 30 days.

This quote is valid for 30 days from 04 / 09 / 2013.

CUSTOMER:
City of Bloomington

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

P.O. #: _____



APPENDIX A

Statement of Work -- Sentinel High Availability Network Support (HANS)

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington (Customer) with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby amended to include the following:

Commencement Date	Agreement No.	Addendum No. 039
-------------------	---------------	------------------

1. Inspection and Repair

Prior to the Commencement Date of Maintenance under this Agreement, the Equipment shall be subject to inspection by the Contractor at no charge to the Customer, to determine if it is in acceptable condition for maintenance under this Agreement. Any repairs, adjustments or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to repudiate and terminate this Agreement if, in Contractor's opinion, the Equipment is not capable of maintenance or if Customer refuses to bring the Equipment up to an acceptable condition.

2. Responsibilities of Contractor

The Contractor shall, for the total charges set forth on Appendix B, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods selected by the Customer as designated on Appendix B.

The maintenance service includes:

- a. **Unscheduled Remedial Maintenance Service** during the Contracted Periods of Maintenance Service when notified that the Equipment is inoperative.
- b. All costs of labor and field installable parts as determined necessary by Contractor for maintaining the Equipment; which costs are incurred as a result of normal usage and wear and tear of Equipment. At Customer's request, Contractor will, for additional time and material cost, make required repairs to Equipment when required repairs are not attributable to normal wear and tear.
- c. The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.

3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment subject to the Customer's industrial security rules.
- b. The Customer shall not authorize or cause maintenance or repairs to be made or attempted to Equipment during the terms of this Agreement, except as specified and approved in advance by Contractor.
- c. The Customer shall maintain the site environmental conditions throughout the period of this Agreement in accordance with the specifications established by the Equipment manufacturer.
- d. If the Customer causes modifications to be made, or accessories or devices not covered by this Agreement to be added to the Equipment, or System, then maintenance service will be supplied unless such modifications or attachments make it impractical for Contractor to render maintenance service in which case Contractor shall be relieved of its responsibilities. If the modifications or additions increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified on Appendix B.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. Contractor's restoration guarantees will not be in full force or effect until customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges by Contractor.



- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges by Contractor.

4. Periods of Maintenance Service Availability

- a. The Monthly Maintenance Fee and the Periods of Maintenance Service available to the Customer are stated in Appendix B.
- b. If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Agreement by giving Contractor thirty (30) days advance written notice. SMARTnet contracts purchased on the Customer's behalf are non-refundable. Contractor agrees to provide information to assist Customer in requesting a refund for prepaid SMARTnet contracts.

5. Excluded Services

The following services are outside the scope of this Agreement:

- a. Maintenance or repairs attributable to unauthorized attempts by or for the Customer to repair or maintain the Equipment; Equipment being used for purposes other than for which it was designed, to catastrophe; failure to provide suitable environmental conditions; Fault or negligence of the Customer, its agents or employees; Improper use or misuse of the Equipment, Causes external to the Equipment, such as but not limited to power failure, air conditioning failure, and electrostatic conditions.
- b. Furnishing supplies or accessories, or refurbishing of Equipment.
- c. Damage by accident, disaster or transportation.
- d. Installation, moves, adds, or changes to Equipment/software.

6. Service Level Agreement (SLA) for Sentinel HANS

Contractors High Availability Network Support is designed to keep Customer's networks at the highest level of availability by ensuring that the network is repaired in a timely and comprehensive manner. From initial problem notification through complete restore, Contractor takes an active role in ensuring the high availability of the network. Note: Due to the time required for set up to support HANS agreements, adherence to SLA's will become effective no sooner than 30 days after Customer signature.

Incident Service Level

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
Severity 1:	15 Minutes	99.5%	1 Hour	99.5%	Dependant on SLA purchased, See Appendix B	99.5%
Severity 2	15 Minutes	99.5%	2 Hours	99.5%	Dependant on SLA purchased, See Appendix B	99.5%
Severity 3	4 Hours	99.5%	NBD	99.5%	Two Business Days	99.5%



7. SLA Options

There are three Service Level Agreement (SLA) options for Sentinel HANS. The definitions below describe the components of each SLA offering. The SLA of each device under contract is detailed on Appendix B.

HANS – provides all the services detailed under Item 7a.below. This service does not allow the customer the ability to call the Cisco TAC directly for support or receive software updates to a device.

HANS Plus - provides all the services detailed under Item 7a.below with all equipment backed by a Cisco support agreement which provides Customer and Contractor with access to Cisco’s Support resources, and the ability to update software. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

HANS with PSS – provides all the services detailed under Item 7a. and 7b.below. Contractor is authorized to deliver Cisco Support and as such, Contractor has the ability to escalate to Cisco TAC for incidents, as well as receive all software updates for devices. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

- a. The following details the level of support provided under all HANS service agreements.
 - All calls for service are to be placed with, monitored and escalated by Contractor.
 - Contractor will reload/configure system components with customer supplied back up as required to ensure complete functionality and restoration.
 - For service calls that are started within the contracted coverage window, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
 - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer’s agent in attempting to resolve issues with other vendors/suppliers.
 - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.
 - Contractor will supply loaner equipment on a best effort basis in emergency situations for non-core network equipment.
 - Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
 - Contractor will provide advanced replacement of hardware per the SLA defined per device in Appendix B.

- b. The following details the level of support provided under all HANS with PSS service agreements.
 - Contractor will provide the software for the PSS Collector. The collector will provide the functionality outlined below and without the collector, these functions will not be possible. Specification of the hardware requirements will be given to customer during the kick-off phase. Customer is responsible for providing Contractor with SNMP Read-Only community strings for each device and Customer will be responsible to configure the community string if it is not configured correctly on the devices.
 - Contractor will provide Contract and Inventory Management on the customer infrastructure.
 - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
 - Device Diagnostics alerting and access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
 - Access to Cisco Worldwide Parts Depot
 - Sentinel provides TAC support and escalation of cases to Cisco TAC cases on behalf of the Customer. In addition, in certain circumstances Customer may participate during Sentinel’s call with Cisco TAC.

CUSTOMER:
City of Bloomington

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX B

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington (Customer) with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby amended to include the following:

Commencement Date Agreement No. Addendum No. 039

PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

City of Bloomington						
Part Number	Serial Number	Begin Date	End Date	Qty	Unit	Ext. Price
Sentinel HANS PSS, parts & on-site service, 8x5xNBD coverage						
CISCO2801	FHK1146F2BD	28-Feb-13	27-Feb-14	1	\$ 328	\$ 328
CISCO2801-SRST/K9	FTX1002W344	28-Feb-13	27-Feb-14	1	\$ 407	\$ 407
CISCO2801-SRST/K9	FTX1002W345	28-Feb-12	27-Feb-13	1	\$ 408	\$ 408
CISCO2801-SRST/K9	FTX1002W346	28-Feb-13	27-Feb-14	1	\$ 407	\$ 407
CISCO2801-SRST/K9	FTX1002W347	28-Feb-13	27-Feb-14	1	\$ 407	\$ 407
CISCO2801-SRST/K9	FTX1002W348	28-Feb-13	27-Feb-14	1	\$ 407	\$ 407
CISCO2801-SRST/K9	FTX1002W349	28-Feb-13	27-Feb-14	1	\$ 407	\$ 407
CISCO2801-SRST/K9	FTX1002W34B	28-Feb-13	27-Feb-14	1	\$ 407	\$ 407
CISCO2801-SRST/K9	FTX1002W34C	28-Feb-13	27-Feb-14	1	\$ 407	\$ 407
CISCO2801-SRST/K9	FTX1002W34D	28-Feb-13	27-Feb-14	1	\$ 407	\$ 407
CISCO2851	FHK0910F1ZL	28-Feb-13	27-Feb-14	1	\$ 791	\$ 791
CISCO2851	FHK0915F00P	28-Feb-13	27-Feb-14	1	\$ 791	\$ 791
CISCO2851-SRST/K9	FTX1001C4L2	28-Feb-13	27-Feb-14	1	\$ 942	\$ 942
CISCO2851-SRST/K9	FTX1001C4L3	28-Feb-13	27-Feb-14	1	\$ 942	\$ 942
CISCO2851-SRST/K9	FTX1002C06L	28-Feb-13	27-Feb-14	1	\$ 942	\$ 942
CISCO3825-SRST/K9	FTX1002C0X6	28-Feb-13	27-Feb-14	1	\$ 1,302	\$ 1,302
WS-C3560-24PS-S	CAT0950R2TE	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560-24PS-S	CAT0951R3GU	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560-24PS-S	CAT0951R3Z7	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560-24PS-S	CAT0951R3ZU	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560-24PS-S	CAT0951R3ZY	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560-24PS-S	CAT0951R402	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560-24PS-S	CAT0951R408	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560-24PS-S	CAT0951R40B	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560-24PS-S	FDO1237X3LG	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560-24PS-S	FDO1327X03X	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560V2-24PS-S	FDO1513X1K5	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560V2-24PS-S	FDO1513X1MW	28-Feb-13	27-Feb-14	1	\$ 246	\$ 246
WS-C3560V2-48PS-S	FDO1512X09F	28-Feb-13	27-Feb-14	1	\$ 420	\$ 420
WS-C3560V2-48PS-S	FDO1512X0BV	28-Feb-13	27-Feb-14	1	\$ 420	\$ 420



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Sentinel HANS PSS, ESW Essential software support

ER-USR-LIC-10-NEW	28-Feb-13	27-Feb-14	50	\$ 26	\$ 1,300
L-CCX-85-E-25SL=	28-Feb-13	27-Feb-14	2	\$ 3,483	\$ 6,966
LIC-CUCM-USR-A	28-Feb-13	27-Feb-14	500	\$ 12	\$ 6,000
L-UNITYCN8-USR	28-Feb-13	27-Feb-14	450	\$ 7	\$ 3,150
Cisco direct, UCSS Software Subscriptions					
L-UCSS-ER-1-10	28-Feb-13	27-Feb-14	50	\$ 12	\$ 600
L-UCSS-CCX-E-1-1	28-Feb-13	27-Feb-14	2	\$ 60	\$ 120
L-UCSS-UCM-1-1-A	28-Feb-13	27-Feb-14	500	\$ 11	\$ 5,500
L-UCSS-MSG-1-1	28-Feb-13	27-Feb-14	450	\$ 6	\$ 2,700

Total 39,830

Terms: Net 30 days.

This quote is valid for 30 days from 04 / 09 / 2013.

CUSTOMER:
City of Bloomington

Signature _____

Printed Name: _____

Title: _____

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



FOR COUNCIL: April 22, 2013

SUBJECT: Intergovernmental Agreement with County of McLean for Shoulder Maintenance

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

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities and Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.a. Better quality roads and sidewalks, objective 5.a. Well-planned City with necessary services and infrastructure.

BACKGROUND: It is the intention of the City to partner with other public entities whenever it is both possible and mutually beneficial. The City of Bloomington has approximately 14 centerline miles of roads with gravel shoulders. Over time gravel in the shoulder migrates towards the ditch leaving a drop off at the edge of the pavement which results in the road deteriorating along the edge and could cause a driver to lose control.

The City has previously used local contractors to perform shoulder work on various City roads at a significant cost because they do not have the equipment to do routine shoulder maintenance. In addition, Bloomington Public Works crews have done limited shoulder work but also do not have the proper equipment. The McLean County Highway Department has the specialized equipment along with personnel properly trained to maintain gravel shoulders.

Most roads in the City are an urban cross section with curb and gutter. Most roads in the County are a rural cross section with gravel shoulders. The County has a need to sweep the roads with curb and gutter, but because they have so few they do not have the equipment for street sweeping. This agreement allows both the City and County to benefit from the equipment and expertise of each party.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County

FINANCIAL IMPACT: The FY 2013 General Fund Budget did not appropriate funds for a Street Sweeping and Shoulder Maintenance Agreement with McLean County. However, staff has been presented an unanticipated opportunity to partner with McLean County to utilize the specialize equipment owned by the County to repair City roads with gravel shoulders. Staff recommends Council re-appropriate \$10,000 from line item 10016120-70520 (Other Vehicle Repairs) to line item 10016120-70590 (Repair/Maintenance Infrastructure). The \$10,000 is readily available since multiple new vehicles in this area have reduced the cost of vehicle repair. Stakeholders may locate this purchase in the FY 2013 General Fund Budget Document on Page #272.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Intergovernmental Agreement
Attachment 2. Map

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

**INTERGOVERNMENTAL AGREEMENT
FOR STREET SWEEPING AND GRAVEL SHOULDER MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), made and enter into on this 16th day of April, 2013, by and between the CITY OF BLOOMINGTON, an Illinois home rule municipal corporation (the “City”) and MCLEAN COUNTY, a political subdivision of the State of Illinois (the “County”), in the County of McLean, State of Illinois, pursuant to and in accordance with the authority contained in Article VII, Section 10 of the Illinois Constitution of 1970 and the intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the City of Bloomington and County of McLean County (sometimes collectively referred to herein as the “Parties”) are units of local government;

WHEREAS, Bloomington does not own the equipment to provide gravel shoulder maintenance to city-owned and maintained streets, and Bloomington desires to contract with McLean County to perform gravel shoulder maintenance to city-owned and maintained streets.

WHEREAS, the County does not own the equipment to sweep and pick up the debris on its curbed sections of county-owned and maintained streets, and McLean County desires to contract with the City to perform street sweeping maintenance of county-owned and maintained streets;

WHEREAS, McLean County has the necessary equipment and labor to provide gravel shoulder maintenance;

WHEREAS, the City has the necessary equipment and labor to provide street sweeping maintenance;

WHEREAS, the City has offered to reimburse the McLean County for its costs to maintain gravel shoulder on city-owned and maintained streets under and pursuant to the terms and conditions of this Agreement; and

WHEREAS, the County has offered to reimburse the City for its costs to perform street sweeping operations of county-owned and maintained streets under and pursuant to the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County hereby agree and covenant as follows:

1. SERVICES

- A.** The County agrees to provide equipment and labor for gravel shoulder maintenance on city-owned and maintained streets upon request from the City. For and during any period that the County is performing the requested services for the City, such services shall, except as otherwise noted, be under the authority and direction of the County and the County shall have all the powers of the City necessary to perform these services.
 - B.** The City agrees to provide equipment and labor for street sweeping maintenance on county-owned and maintained streets upon request from the City. For and during any period that the City is performing the requested services for the County, such services shall, except as otherwise noted, be under the authority and direction of the City and the City shall have all the powers of the County necessary to perform these services.
 - C.** All requests for services shall be in written form and signed by the County Engineer or his/her authorized representative in the case of services requested by the County and the City Engineer in the case of services requested by the City. The County will provide all traffic control required on County-owned and maintained streets and the City will provide all traffic control required on City-owned and maintained streets.
 - D.** Each party will provide services for the other in accordance with its regular schedule for performance of such work and as weather and road conditions permit.
- 2. REIMBURSEMENT.** The parties have agreed to reimburse each other for the services provided on a time and materials basis for all labor and equipment expenses using the most current revision of the Illinois Department of Transportation's "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT EXPENSE" and the most current index factor as issued by the Illinois Department of Transportation for all labor and equipment. The City hereby agrees to reimburse the County for expenses incurred by the County in connection with providing the requested services for the City within thirty (30) days after receipt of billing. The County hereby agrees to reimburse the City for expenses incurred by the City in connection with providing the requested services for the County within thirty (30) days after receipt of billing.
- 3. LIABILITIES.** Each Party shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers compensation claims, damages to or destruction of equipment arising out of or in connection with furnishing the requested services for the other Party under this agreement and shall hold the other Party harmless from any such claim(s).
- 4. DISPUTE RESOLUTION.** City and County agree to work in a cooperative manner to resolve any disagreements or issues as they may arise throughout the term of the Agreement. To the end, if a dispute cannot be resolved by the administrative staff of the resulting parties, then the City Manager shall meet the County Administrator in an attempt to resolve the dispute. If Parties cannot reach a resolution through this method, then they agree to submit to mediation through a recognized third-party mediator.

In the event the Parties cannot resolve the dispute through third-party mediation, the Parties hereby agree that any cause of action shall be brought in the Circuit Court of McLean County, Illinois, and that the laws of the State of Illinois shall applied.

5. **NOTICES.** All notices or communications provided for herein shall be in writing and shall be delivered to City or County either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

City of Bloomington
Public Works Department
115 E. Washington Street
P.O. Box 3157
Bloomington, Illinois 61702-3157
Attn: City Engineer

County:

McLean County
102 S. Towanda Barnes Road
Bloomington, Illinois 61705
Attn: County Engineer

6. **ASSIGNMENTS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns. However, this Agreement shall not be assigned by either Party without prior written consent of the other party.
7. **TERM.** This Agreement shall remain in force and effect for a period of ten years from the date of its execution, subject to paragraph 9.
8. **TERMINATION.** Either the City or County may terminate this agreement by providing the other party sixty (60) calendar day advance written notice.
9. **AMENDMENTS.** This agreement sets forth the complete understanding between the City and County, and any amendments hereto to be effective must be in writing.

WITNESSETH WHEREOF, the City of Bloomington, an Illinois home rule municipal incorporation, and the County of McLean County, a political subdivision of the State of Illinois, have caused this Agreement to be signed in duplicate originals, each signed copy constituting an original, by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the day and date first hereinabove set forth.

City of Bloomington, an Illinois home-rule municipal corporation

By: _____
Stephen F. Stockton, Mayor

Attest: _____
Tracey Covert, City Clerk

Date: _____

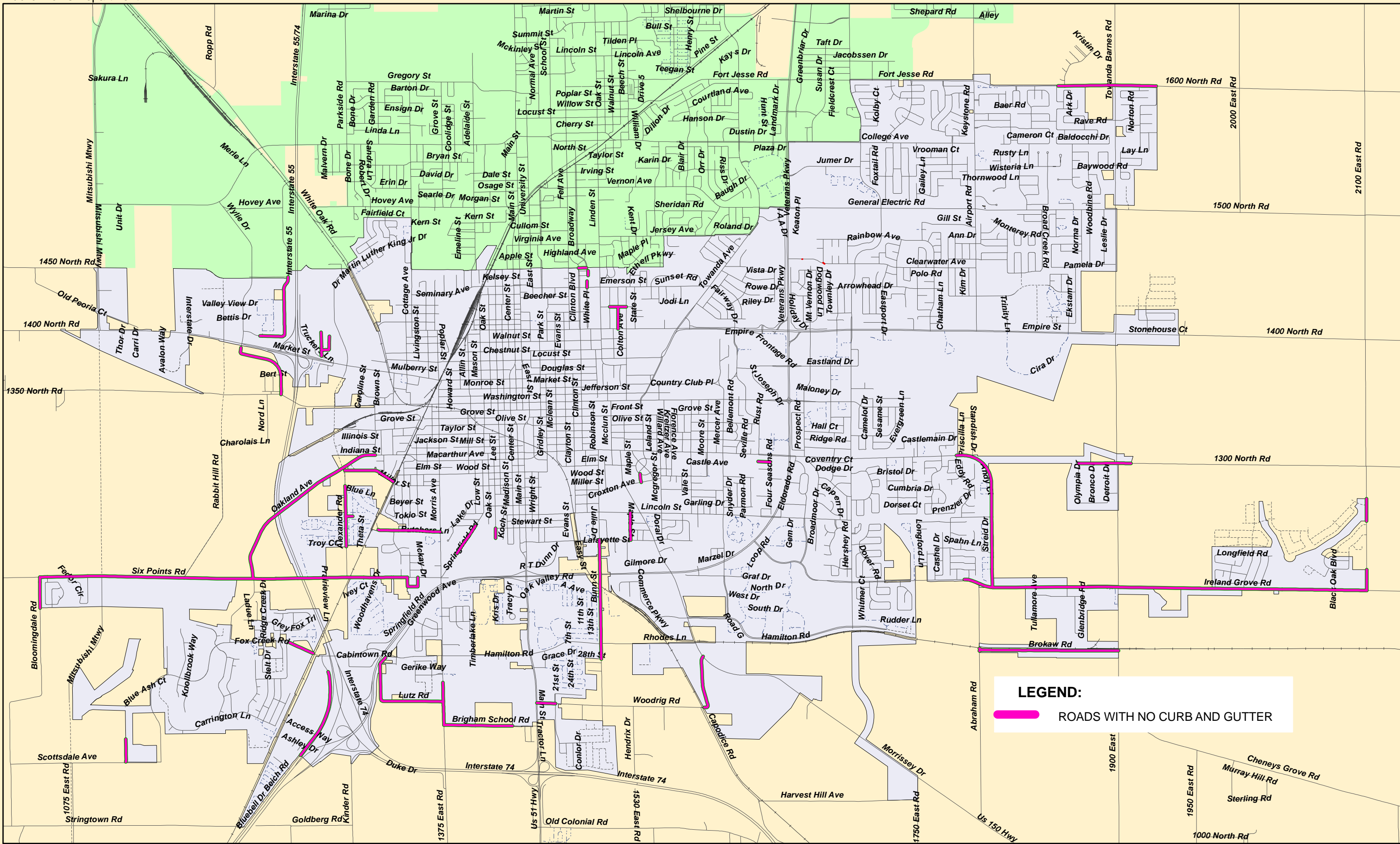
County of McLean County, a political subdivision of the State of Illinois

By: _____
Matt Sorensen, County Chairman

Attest: _____
Kathy Michael, County Clerk

Date: _____

Map of Roads Requiring Shoulder Maintenance







FOR COUNCIL: April 22, 2013

SUBJECT: Compensation Agreement with Arthur J. Gallagher Risk Management Services, Inc.

RECOMMENDATION/MOTION: That the RFP be awarded to J. Arthur Gallagher (JAG) for the Insurance Broker Services in the amount of \$38,625 and the Insurance Coverage in the amount of \$673,334 for FY 2014 (May 1, 2013 through April 30, 2014), a total amount of \$711,959 and that the Mayor and City Clerk be authorized to execute necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Goal 5. Objective a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: On January 25, 2013, the City released a Request for Proposals (RFP) for Insurance Brokerage Services. Proposals were due on February 19, 2013 at 2:30 pm. Four Insurance Brokerage Firms requested an RFP Packet.

- J. Arthur Gallagher and Company, Itasca, IL
- Mid-America Insurance, Normal, IL
- Assurance, Schaumburg, IL
- Mesirow Financial, Chicago, IL

After reviewing the RFP's, City staff from Administration and Purchasing and Mike Nugent, the City's Insurance Consultant, selected Mesirow and J. Arthur Gallagher for detailed insurance quotes.

Attached are Mike Nugent's

- Mike Nugent's Cover Letter
- Cost Summary
- Property Specifications

J. Arthur Gallagher's insurance coverage costs are significantly lower than Mesirow's. Mesirow did offer higher combined liability limits (\$20 million compared to \$16 million), but the limits and coverage enhancements are not the best and sufficient use of city dollars.

J. Arthur Gallagher has served as the City's Insurance Broker since January 10, 2011. Staff has been very pleased with the market prices that they have been able to obtain for the City. J. Arthur Gallagher has not increased their Broker Fee of \$37,500, since serving the City of Bloomington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: RFP was published in the Pantagraph, posted to the City's website and a hard copy was made available in the Office of the City Clerk on January 25, 2013.

FINANCIAL IMPACT: The FY 2014 Casualty Fund Budget appropriated \$726,800 for Third Party Administrator (TPA) Claims Adjustment Services in line items 60150150-70702 (Workers Compensation Premiums), 60150150-70703 (Liability Premiums), 60150150-70704 (property Premiums), and 60150150-70220 (Other Professional Services). The total cost for the Insurance

Broker and Coverage for FY 2014 is \$711,959. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #150.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Renewal Letter
Attachment 2. Cost Summary
Attachment 3. Compensation Agreement
Attachment 4. Client Opt-Out Election

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



NUGENT CONSULTING GROUP
INSURANCE AND RISK MANAGEMENT CONSULTING

April 10, 2013

Ms. Barb Adkins
Deputy City Manager
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Re: Insurance Coverage Renewal

Dear Barb:

In preparation for the May 1, 2013 TPA, insurance broker, and insurance coverage renewals, I assisted the City in issuing RFP's for all three of the above items. This letter, along with the attachments, will summarize the results.

TPA

We received five TPA proposals. The incumbent TPA, Alternative Service Concepts (ASC) was the lowest cost and scored the highest using our rating system. I recommend you continue with ASC for another three-year term.

Insurance Broker / Coverage

We received four brokerage proposals and selected two, Mesirow and Gallagher to go into the market and secure quotations. Gallagher's insurance coverage costs are significantly lower than Mesirow's. Mesirow did offer higher combined liability limits (\$20 Mil vs. \$16 Mil), but this and some other coverage enhancements are not worth the additional cost of the Mesirow program

It should be noted that Mesirow was unable to provide a crime and excess workers compensation quotation. There is no surprise about the excess workers compensation as your current provider is the sole source currently.

I recommend you approve the Gallagher proposal with Insurers Brit, Great American, Travelers, Torus, Essex, Massachusetts Bay and Safety National.

Page 2
Ms. Barb Adkins
April 10, 2013

Overall premiums will increase just over \$11,000 but remain well below the 2009 premiums.

Please contact me with any questions.

Sincerely

Mike

Mike Nugent

Cost Summary

2013 Renewal Costs

April 10, 2013

	Expiring Plan	Gallagher	Mesirow
	2012 / 2013	2013 / 2014	2013 / 2014
Property	\$ 90,458	\$ 92,732	\$ 199,404
Property Terrorism	\$ 5,230	\$ -	\$ -
Excess Liability Layer 1	\$ 44,979	\$ 44,684	\$ -
Excess Liability Layer 2	\$ 10,112	\$ 10,311	\$ 47,500
Crime	\$ 7,212	\$ 7,186	\$ 7,186
Excess WC	\$ 168,067	\$ 224,014	\$ 224,014
Liability	\$ 319,264	\$ 294,407	\$ 350,486
Liability Terrorism	\$ 18,131	\$ -	\$ -
Broker Fee	\$ 37,500	\$ 38,625	\$ 37,000
Total	\$ 700,953	\$ 711,959	\$ 865,590
Property Limit	\$ 260,553,108	\$ 275,162,255	\$ 275,162,255
Total Liability Limit	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000
Crime Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Property Deductible	\$ 25,000	\$ 25,000	\$ 25,000
Liability Self-insured Retention	\$ 125,000	\$ 125,000	\$ 125,000
Crime Deductible	\$ 10,000	\$ 10,000	\$ 10,000
WC SIR - Police / Fire	\$ 550,000	\$ 550,000	\$ 550,000
WC Sir - All Other Employees	\$ 450,000	\$ 450,000	\$ 450,000

PROPERTY SPECIFICATIONS				
#	ITEM	DESCRIPTION	Gallagher	Mestrow
P1	Limit	See attached Schedule	\$275 Mil	\$275 Mil
P2	Blanket or occurrence	Blanket	Yes	Yes
P3	Valuation	Replacement Cost	Yes	Yes
P4	Buildings	Included in P1 Limit	Yes	Yes
P5	Contents, inventory and personal property	Included in P1 Limit	Yes	Yes
P6	Business Interruption limit	\$1,000,000	Yes	Yes
P7	Extra Expense limit	\$1,000,000	\$2 Mil	Yes
P8	Improvements	Included in P1 Limit	Yes	Yes
P9	Theft	Included in P1 Limit	Yes	Yes
P10	Errors and omissions	\$1,000,000	Yes	Yes
P11	Unscheduled locations	\$1,000,000	Yes	Yes
P12	Employee Tools	\$50,000 (\$5,000 Ded)	\$500K	Yes
P13	Deductible	\$25,000	Yes	Yes
P14	Perils	All Risk or Special	Yes	Yes
P15	Machinery & equipment	Included in P1 Limit	Yes	Yes
P16	Outdoor equipment	Included in P1 Limit	Yes	Yes
P17	Equipment used to service building	Included in P1 Limit	Yes	Yes
P18	All Heating and AC equipment	Included in P1 Limit	Yes	Yes
P19	Agreed amount endorsement / waiver of coinsurance		Yes	Yes
P20	Construction materials for building improvements	Included in P1 Limit	Yes	Yes
P21	Temporary structures	\$1,000,000	Yes	Yes
P22	Computers	See Schedule	Yes	Yes
P23	Software	See Schedule	Yes	Yes
P24	Data Recovery	\$500,000	Yes	Yes
P25	Newly acquired buildings	\$2,000,000	Yes	Yes
P26	Newly acquired property	\$1,000,000	Yes	Yes
P27	Pollution cleanup	\$250,000	Yes	Yes
P28	Spoilage	\$250,000	\$100 Mil	Yes
P29	Any property in transit	\$250,000	Yes	Yes
P30	Temporary locations	\$1,000,000	Yes	Yes

PROPERTY SPECIFICATIONS			
#	ITEM	DESCRIPTION	
P31	Leased property	\$250,000	Yes
P32	Property of others	\$100,000	Yes
P33	Burglary	\$250,000	\$1 Mill
P34	Outdoor signs	Included in P1 Limit	Yes
P35	Outdoor trees and shrubs	\$10,000	Yes
P36	Outdoor fences	\$10,000	Yes
P37	Owned watercraft	Included in P1 Limit	Yes
P38	Non-owned watercraft	52 Feet limit	Yes
P39	Expediting Expense	\$250,000	Yes
P40	Police dogs	Included in P1 Limit	Yes
P41	Debris removal	25% of loss	Yes
P42	Increased cost of construction - building ordinance	\$1,000,000	Yes
P43	Preservation of property	60 Days	Yes
P44	Demolition of undamaged portion of a building	Value of undamaged portion	Yes
P45	Accounts receivables	\$1,000,000	Yes
P46	Fine arts	\$250,000	Yes
P47	Fire department service charge	Included in P1 Limit	Yes
P48	Inventory and appraisal	\$15,000	Yes
P49	Money and securities	\$25,000	Crime
P50	Hacking or computer virus	\$25,000	Yes
P51	Valuable papers and records	\$500,000	\$1 Mill
P52	Boilers / equipment breakdown	Included in P1 Limit	\$150 Mill
P53	Mechanical breakdown	\$250,000	Yes
P54	Auto physical damage-over the road and lot	Included in P1 Limit	Yes
P55	Auto physical damage - deductible	\$25,000	Yes
P56	Auto physical damage valuation	Actual Cash Value	Yes
P57	Fire equipment physical damage valuation	Replacement Cost	Yes
P58	Special police equipment valuation	Replacement Cost	Yes
P59	Collapse	Included in P1 Limit	Yes

Mesitrow

P60	Utility service interruption - physical damage (Inc. off premises)	\$1,000,000	Yes	Yes
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PROPERTY SPECIFICATIONS

#	ITEM	DESCRIPTION	Gallagher	Mesirow
P61	Utility service interruption - interruption (Inc. off premises)	\$500,000	Yes	
P62	Business Interruption limit - Governmental action	\$1,000,000	Yes	
P63	Earthquake	\$10,000,000	Yes	
P64	Flood	\$10,000,000	No A, V	
P65	Sewer Back up	Included in P1 Limit	Yes	
P66	Expediting Expense	\$250,000	Yes	
P67	Vehicle changes are automatically covered/no reporting required		Yes	
P68	Arson Reward	\$7,500	Yes	
P69	Communication equipment	\$100,000	Yes	
P70	Confiscated property	\$100,000	\$1 Mil	
P71	Ground maintenance equipment	Included in P1 Limit	Yes	
P72	Mobile equipment	Limit	\$8 Mil	
P73	Mobile equipment deductible	\$25,000	Yes	
P74	Fine arts deductible	\$25,000	Yes	
P75	Computer equipment deductible	\$25,000	Yes	
P76	Hired auto physical damage	\$50,000	\$1 Mil	
P77	Miscellaneous Property	\$10,000,000	Yes	

Compensation Agreement

City of Bloomington & Arthur J. Gallagher Risk Management Services, Inc.

THIS COMPENSATION AGREEMENT is made and entered into and effective this 1st day of May, 2013 ("Effective Date") by and between **CITY OF BLOOMINGTON**, an Illinois Public Entity, Municipal ("Client"), and **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**, an Illinois Corporation ("Gallagher").

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date for a term of three (3) years and shall automatically renew on the first anniversary of the Effective Date and Annually thereafter for an additional one (1) year term but may be terminated by either party at any time upon one-hundred twenty days (120) days prior written notice. This Agreement will remain in effect until April 30, 2016.

II. OBLIGATIONS OF GALLAGHER

Gallagher will provide the services set out on Exhibit A attached hereto (collectively, The "Services") to Client. If the Services include the placement of insurance coverages, 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 **\$38,625** 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. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to Client.

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 or supplemental 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.
- C. Gallagher will be operating only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise. Gallagher will seek to bind those coverages based upon Client's authorization; however, Gallagher can make no warranties in

respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact Gallagher with questions on these or any other issues of concern.

V. LIMITATION OF LIABILITY

Gallagher's liability to Client, arising from any negligent acts or omissions of Gallagher, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for actual damages incurred by Client, and shall not be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

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

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

CITY OF BLOOMINGTON

BROKERAGE SERVICES FOR POLICY TERM 5/1/2013 to 4/30/2016

Coverages provided under this Service Agreement: Property, Inland Marine, Auto Physical Damage, General Liability, Auto Liability, Law Enforcement Liability, Public Officials E&O Liability (including Employment Practices Liability), Employee Benefits Liability, Terrorism, Excess Liability, Excess Workers Compensation, Boiler & Machinery, and Crime

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 completed 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/Place/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 ID cards and Certificates of Insurance (within 24 hours) as requested by the Client.
11. Act as Liaison if necessary between claims TPA/Insurance Carrier(s) and Client.
12. Prepare for and attend meetings, as requested by the Client/Consultant/Board.
13. Review Insurance Contracts/Vendor Certificates as requested.

**ARTHUR J. GALLAGHER & CO.
CLIENT OPT-OUT ELECTION
Supplemental and/or Contingent**

Dated: April 22, 2013
Policies effective May 1, 2013

Effective January 1 of the next calendar year after the above date, the undersigned client of the undersigned retail brokerage subsidiary of Arthur J. Gallagher & Co. ("Gallagher") requests that the insurance policy(ies) issued by the insurance company(ies) indicated below, insuring the risks listed below in the column titled "INSURANCE COVERAGE" for each such insurance company, be **EXCLUDED** from the following forms of additional compensation that may be payable to Gallagher (SELECT A or B, or Both):

A. XX Supplemental commissions

B. XX Contingent commissions

INSURANCE COMPANY	PREMIUM	INSURANCE COVERAGE
Great American Insurance Company of New York	\$84,801	Excess Property
CERTAIN UNDERWRITERS AT LLOYDS (BRIT SYNDICATE 2987)	\$284,000	Package Policy
Essex Insurance Company	\$9,953	Excess Liability
Torus Specialty Insurance Company	\$44,684	Excess Liability
Safety National Casualty Corporation	\$224,014	Excess Workers Compensation
Travelers Property Casualty Company of America	\$7,931	Boiler and Machinery
Massachusetts Bay Insurance Company (a Hanover Company)	\$7,186	Crime

Equity Member Entity
CITY OF BLOOMINGTON
109 EAST OLIVE STREET
BLOOMINGTON, IL 61701

Signature:

By: _____ DATE: _____

[PRINTED NAME OF SIGNER] _____

[TITLE OF SIGNER] _____

Submitted by: Walter Larkin
Executive Area Vice-President - AJGRMS-Itasca Branch



FOR COUNCIL: April 22, 2013

SUBJECT: Fiscal Year 2014 Third Party Administrator Claims Adjustment Services

RECOMMENDATION/MOTION: That the RFP for Third Party Administrator (TPA) Claims Adjustment Services be awarded to Alternative Services Concepts (ASC), for FY 2014 in the amount of \$375,063, and that Mayor and City Clerk be authorized to execute necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Goal 5. Objective a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: The current contract with Alternative Services Concepts expires on April 30, 2013.

On January 29, 2013, the City released a Request for Proposals (RFP) for Third Party Administrator Claims Adjustment Services. Proposals were due to the City at 2:30 pm on February 9, 2013. Six TPA's requested an RFP Packet.

Staff from Administration, Purchasing and Mike Nugent, the City's Insurance Consultant, reviewed 5 proposals:

- Alternative Service Concepts (ASC) - Nashville, TN
- Underwriters Safety and Claims - Naperville, IL
- Go Self Insured - Rockford, IL
- Brentwood Services - Brentwood, TN
- PMA - Schaumburg, IL

Attached is Mike Nugent's

- Covert Letter
- Scope of Service Form
- RFP Summary

ASC's RFP was the lowest bid and scored the highest using the City's rating system.

ASC has had a very positive working relationship with the City since taking over in May of 2009. The model that ASC uses has worked well for the City. Having a Claims Office and Safety Coordinator located in city facilities has proven to be efficient for our employees. The Nurse Triage Program ties claims severity and frequency. The Nurse Triage reports are made available to all Departments quarterly for their review and improvement if needed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: RFP was published in the Pantagraph, posted on the City's website and a hard copy was made available in the office of the City Clerk on January 29, 2013.

FINANCIAL IMPACT: The FY 2014 Casualty Fund Budget appropriated \$381,786 for Third Party Administrator (TPA) Claims Adjustment Services in line items 60150150-70220 (Other Purchased Services) and 60150150-70720 (Insurance Administration). The total cost for the FY

2014 Third Party Service is \$375,063. The cost of these services in FY 2015 will be \$387,294 and in FY 2016 will be \$404,464. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #150.

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement
Attachment 2. Insurance Coverage Letter
Attachment 3. Scope of Services

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

CLAIMS SERVICE CONTRACT

THIS AGREEMENT is made and entered into with an effective date of May 1, 2013 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 SERVICES CONCEPTS, LLC

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BLOOMINGTON

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____

ASC
Alternative Service Concepts, LLC

Cost-Plus, Dedicated Unit: Expense and Fee Estimates:
May 1, 2013 – May 1, 2014

“CLIENT AGREES TO PROVIDE THE BELOW LISTED AS “PROVIDED BY CLIENT”

Personnel

(salary, benefits, E&O ins., supervision, corporate ins., system, etc.)

\$311,038

1 Senior Adjuster
1 Safety Coordinator
1 Claims Administrator

Other Expenses	On-site
Rent & Utilities	Provided by client
Storage	Provided by client
Basic Phone/Long Distance	Provided by client
Cell Phones	\$1,320
Network Communications	Provided by client
Travel	\$ 3,750
Mail/Courier	\$ 1,360
Supplies	\$ 2,274
Printing	\$ 750
Check Printing from Standard Register	\$ 402
Copier/Postage Machine	\$ 588
Copier Maintenance/Toner/Depreciation	\$ 2,215
Mileage Reimbursement and Car Allowance (for Safety Coordinator)	\$7,750
Computers: Depreciation	\$863
Publications/Books	\$168
Licenses & Fees	\$169
Claims Reporting: from MedCor	Provided by client
MedCor Interface – if needed or requested	TBD
OSHA Reporting	\$500
CMS Reporting	\$2,100
STARSWeb System Access: 4 users included; each additional user is \$25/user/month	
Office Parking	\$1,560
QRM Claim Reporting - \$14 per claim (if client uses this option)	Billed to client
Loss Control Materials	Provided by client/billed as incurred
Conventions, Seminars, Education/Continuing Education Classes	\$750
Total Other Expenses	\$26,519
Total All Expenses	\$337,557
Proposed Fee at 10 % Margin	\$375,063

The fees provided above are estimates only. ASC is proposing to pass actual expenses through to The City of Bloomington at cost plus mark up to create a 10% profit margin. ASC can invoice the client monthly in arrears for the actual fees, or ASC can bill a quarterly deposit (based on a mutually agreed upon amount) at the beginning of each quarter and then perform quarterly audits to invoice or credit the difference between the deposit and the actual quarterly fees. The fees listed above are based on current staffing requirements. At any time during this contract period if the claims volume requires additional staffing by “ASC”, fees for the additional staff will be negotiated between the “Client” and “ASC”. In addition, if any “provided by client” expense is shifted to “ASC”, the client will be billed at the appropriate rate.

ASC
Alternative Service Concepts, LLC

Cost-Plus, Dedicated Unit: Expense and Fee Estimates:
May 1, 2014 – May 1, 2015

“CLIENT AGREES TO PROVIDE THE BELOW LISTED AS “PROVIDED BY CLIENT”

Personnel	\$321,254
<i>(salary, benefits, E&O ins., supervision, corporate ins., system, etc.)</i>	1 Senior Adjuster
	1 Safety Coordinator
	1 Claims Administrator

Other Expenses	On-site
Rent & Utilities	Provided by client
Storage	Provided by client
Basic Phone/Long Distance	Provided by client
Cell Phones	\$1,360
Network Communications	Provided by client
Travel	\$ 3,862
Mail/Courier	\$ 1,400
Supplies	\$ 2,342
Printing	\$ 772
Check Printing from Standard Register	\$ 414
Copier/Postage Machine	\$ 605
Copier Maintenance/Toner/Depreciation	\$ 2,281
Mileage Reimbursement and Car Allowance (for Safety Coordinator)	\$7,982
Computers: Depreciation	\$888
Publications/Books	\$173
Licenses & Fees	\$174
Claims Reporting: from MedCor	Provided by client
MedCor Interface – if needed or requested	TBD
OSHA Reportin	\$515
CMS Reporting	\$2,165
STARSWeb System Access: 4 users included; each additional user is \$25/user/month	
Office Parking	\$1,606
QRM Claim Reporting - \$14 per claim (if client uses this option)	Billed to client
Loss Control Materials	Provided by client/billed as incurred
Conventions, Seminars, Education/Continuing Education Classes	\$772
Total Other Expenses	\$27,311
Total All Expenses	\$348,565
Proposed Fee at 10 % Margin	\$387,294

The fees provided above are estimates only. ASC is proposing to pass actual expenses through to The City of Bloomington at cost plus mark up to create a 10% profit margin. ASC can invoice the client monthly in arrears for the actual fees, or ASC can bill a quarterly deposit (based on a mutually agreed upon amount) at the beginning of each quarter and then perform quarterly audits to invoice or credit the difference between the deposit and the actual quarterly fees. The fees listed above are based on current staffing requirements. At any time during this contract period if the claims volume requires additional staffing by “ASC”, fees for the additional staff will be negotiated between the “Client” and “ASC”. In addition, if any “provided by client” expense is shifted to “ASC”, the client will be billed at the appropriate rate.

Cost-Plus, Dedicated Unit: Expense and Fee Estimates:
May 1, 2015 – May 1, 2016

“CLIENT AGREES TO PROVIDE THE BELOW LISTED AS “PROVIDED BY CLIENT”

Personnel	\$331,848
<i>(salary, benefits, E&O ins., supervision, corporate ins., system, etc.)</i>	1 Senior Adjuster
	1 Safety Coordinator
	1 Claims Administrator

Other Expenses	On-site
Rent & Utilities	Provided by client
Storage	Provided by client
Basic Phone/Long Distance	Provided by client
Cell Phones	\$1,400
Network Communications	Provided by client
Travel	\$ 3,977
Mail/Courier	\$ 1,442
Supplies	\$ 2,412
Printing	\$ 795
Check Printing from Standard Register	\$ 426
Copier/Postage Machine	\$ 623
Copier Maintenance/Toner/Depreciation	\$ 2,349
Mileage Reimbursement and Car Allowance (for Safety Coordinator)	\$8,221
Computers: Depreciation	\$914
Publications/Books	\$178
Licenses & Fees	\$179
Claims Reporting: from MedCor	Provided by client
MedCor Interface – if needed or requested	TBD
OSHA Reporting	\$530
CMS Reporting	\$2,230
STARSWeb System Access: 4 users included; each additional user is \$25/user/month	
Office Parking	\$1,654
QRM Claim Reporting - \$14 per claim (if client uses this option)	Billed to client
Loss Control Materials	Provided by client/billed as incurred
Conventions, Seminars, Education/Continuing Education Classes	\$795
Total Other Expenses	\$28,125
Total All Expenses	\$359,973
Proposed Fee at 11 % Margin	\$404,464

The fees provided above are estimates only. ASC is proposing to pass actual expenses through to The City of Bloomington at cost plus mark up to create a 11% profit margin. ASC can invoice the client monthly in arrears for the actual fees, or ASC can bill a quarterly deposit (based on a mutually agreed upon amount) at the beginning of each quarter and then perform quarterly audits to invoice or credit the difference between the deposit and the actual quarterly fees. The fees listed above are based on current staffing requirements. At any time during this contract period if the claims volume requires additional staffing by “ASC”, fees for the additional staff will be negotiated between the “Client” and “ASC”. In addition, if any “provided by client” expense is shifted to “ASC”, the client will be billed at the appropriate rate.

Invoicing and Payment Terms

Fees will be invoiced at an agreed-upon interval during the calendar year. Fees are payable upon receipt of the invoice. ASC reserves the right to charge 1½% per month or the maximum legal rate on unpaid balances after 30 days.

Managed Care Pricing

Service	Pricing
Network Access	28% of savings
Pharmacy	AWP minus 5% plus \$3.00 dispensing fee
Telephonic Case Management	\$250/month per claim
Pre-Authorization/Pre-Certification	Nurse: \$125/review Physician: \$250/hour
Field Case Management	\$85 per hour plus mileage
Medical Bill Review	\$8.50 per bill

Claims Handling at Contract Conclusion

Claims will be handled for the “**life of the partnership**” with no additional per claim fees. At the conclusion of the contract, “ASC” will continue to handle open claims for an annual per-claimant fee at “ASC’s” prevailing rates. Alternatively, claims will be returned to the “client”.

Workers’ Compensation Definitions

Medical Only Claims - Work-related claims that require medical treatment only and do not exceed \$2,500 in total payments.

Indemnity Claims - Work-related claims that involve disability benefits or medical claims that require payment of medical and other expenses in excess of \$2,500 or require the pursuit of subrogation.

Allocated Loss Adjustment Expense List

As used herein, the term "Allocated Loss Adjustment Expenses" shall include but not be limited to the costs associated with the following:

- (a) Court costs and fees for service of process;
- (b) Attorneys and hearing representatives;
- (c) Independent medical exams and medical records/reports;
- (d) Medical case management services including, but not limited to, medical network providers, rehabilitation counselors, medical management providers, bill re-pricing activities and other related services;
- (e) All outside activities where personal contact, investigation or litigation involvement is necessary;
- (f) Investigation services including background activity checks, surveillance and other similar such services;
- (g) Fraud detection, investigation and related services (“SIU”);

- (h) Outside experts and subcontractors;
- (i) Transcripts and public records;
- (j) Depositions, court reporters, video statements, private investigators;
- (k) Attendance at alternative dispute resolution forums including arbitrations, mediations, hearings or similar such activities or attendance at depositions;
- (l) Expenses chargeable to the defense of a specific claim;
- (m) Protection and pursuit of all third party/recovery rights including second injury recovery claims, indemnification and contribution claims, and subrogation actions;
- (n) Index system filing services;
- (o) Medical records;
- (p) Accident reconstruction;
- (q) Architects, contractors, engineers, chemists;
- (r) Police, fire, coroner, weather or other such reports;
- (s) Property damage appraisals;
- (t) Extraordinary costs for witness statements;
- (u) Pre and post judgment interest paid;
- (v) Other extraordinary expenses including, but not limited to, photocopying, statement transcriptions, photographs, travel, express mail, public records and similar expenses as may be incurred by CONTRACTOR in fulfilling its obligations; and
- (w) Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement of defense of a claim.

ALTERNATIVE SERVICES CONCEPTS, LLC

WITNESS: _____ BY: _____

TITLE: _____

DATE: _____

CITY OF BLOOMINGTON

WITNESS: _____ BY: _____

TITLE: _____

DATE: _____



NUGENT CONSULTING GROUP
INSURANCE AND RISK MANAGEMENT CONSULTING

April 10, 2013

Ms. Barb Adkins
Deputy City Manager
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Re: Insurance Coverage Renewal

Dear Barb:

In preparation for the May 1, 2013 TPA, insurance broker, and insurance coverage renewals, I assisted the City in issuing RFP's for all three of the above items. This letter, along with the attachments, will summarize the results.

TPA

We received five TPA proposals. The incumbent TPA, Alternative Service Concepts (ASC) was the lowest cost and scored the highest using our rating system. I recommend you continue with ASC for another three-year term.

Insurance Broker / Coverage

We received four brokerage proposals and selected two, Mesirow and Gallagher to go into the market and secure quotations. Gallagher's insurance coverage costs are significantly lower than Mesirow's. Mesirow did offer higher combined liability limits (\$20 Mil vs. \$16 Mil), but this and some other coverage enhancements are not worth the additional cost of the Mesirow program

It should be noted that Mesirow was unable to provide a crime and excess workers compensation quotation. There is no surprise about the excess workers compensation as your current provider is the sole source currently.

I recommend you approve the Gallagher proposal with Insurers Brit, Great American, Travelers, Torus, Essex, Massachusetts Bay and Safety National.

Page 2
Ms. Barb Adkins
April 10, 2013

Overall premiums will increase just over \$11,000 but remain well below the 2009 premiums.

Please contact me with any questions.

Sincerely

Mike

Mike Nugent

PG 1 Scope of Services Form		ASC	Go SI	USC	Bwood	PMA
1	Claims Administrator shall triage all run-in cases and develop a written plan of action	Yes	Yes	Yes	Yes	Yes
2	Claims Administrator shall handle all new claims regardless of occurrence date	Yes	Yes	Yes	Yes	Yes
3	Claims Administrator shall comply with all applicable rules and regulations	Yes	Yes	Yes	Yes	Yes
4	Claims Administrator shall provide access to RMIS system 24 hours a day, seven days a week	Yes	Yes	Yes	Yes	Yes
5	Initial reserves shall be established within 48 hours of receipt on new claims	Yes	Yes	Yes	Yes	Yes
6	Adjusting team shall consist of on-site multi line adjuster with a minimum 5 year municipal experience ;	Yes	Yes	Yes	Yes	Yes
7	an on-site administrative assistant	Yes	Yes	Yes	Yes	Yes
8	off-site senior WC adjuster for complex cases and support	Yes	Yes	Yes	Yes	Yes
9	off-site senior liability adjuster for complex cases and support	Yes	Yes	Yes	Yes	Yes
10	off-site account coordinator	Yes	Yes	Yes	Yes	Yes
11	Claims Administrator shall assign legal counsel to litigated claims	Yes	Yes	Yes	Yes	Yes
12	Claims Administrator shall provide an agreed upon set of monthly loss reports electronically	Yes	Yes	Yes	Yes	Yes
13	Claims Administrator shall send electronic claim notice within 24 hours of receipt of a new claim	Yes	Yes	Yes	Yes	Yes
14	All claim files shall be maintained electronically and City shall have unlimited access	Yes	Yes	Yes	Yes	Yes
15	Claims Administrator shall cooperate in annual claim audits by various parties	Yes	Yes	Yes	Yes	Yes
16	Electronic and hard copies files remain the property of the City	Yes	Yes	Yes	Yes	Yes
17	Claims Administrator shall handle all costs associated with transfer of data at termination of agreement	Yes	Yes	Yes	Yes	Yes
18	Claims Administrator shall file all required state and federal reports	Yes	Yes	Yes	Yes	Yes
19	Claims Administrator shall report claims to excess insurers according to excess insurer's requirements	Yes	Yes	Yes	Yes	Yes
20	Claims Administrator shall file all statistical data required by state or other rating, data agencies	Yes	Yes	Yes	Yes	Yes
21	Claims Administrator agrees use PERI reporting codes and report data to PERI when directed	Yes	Yes	Yes	Yes	?
22	Claims Administrator shall send email notice when a reserve is changed by \$10,000 or more	Yes	Yes	Yes	Yes	Yes
23	Claims Administrator shall provide an annual SAS 70 report	Yes	No	Yes	Yes	Yes
24	Claims Administrator shall assist in development claim handling instructions	Yes	Yes	Yes	Yes	Yes
25	Claims Administrator shall make available an internet based claim reporting form and process	Yes	Yes	Yes	Yes	Yes
26	Claims Administrator shall provide nurse triage service on each new WC case	Yes	Yes	Yes	Yes	Yes
27	Claims Administrator shall have access to interpreters as needed.	Yes	Yes	Yes	Yes	Yes
28	Adjusters shall investigate each new claim as required	Yes	Yes	Yes	Yes	Yes
29	Adjusters may be required to attend quarterly claim reviews (QCR)	Yes	Yes	Yes	Yes	Yes
30	Adjusters shall provide claim status report on each claim on the QCR list prior to QCR	Yes	Yes	Yes	Yes	Yes
31	Claims Administrator shall have access to outside contractors to provide services (allocated cost items)	Yes	Yes	Yes	Yes	Yes
32	Claims Administrator shall secure prior approval for any allocated expenditure	Yes	Yes	Yes	Yes	Yes
33	WC adjuster shall make 24 hour, three way contact on all indemnity cases	Yes	Yes	Yes	Yes	Yes
34	3 way 24 hour contact shall be documented on claim notes	Yes	Yes	Yes	Yes	Yes
35	Claims Administrator shall provide written detailed settlement requests when settlement authority is rec	Yes	Yes	Yes	Yes	Yes
36	Claims Administrator shall provide medical bill review services to reduce medical bills to the lowest am	Yes	Yes	Yes	Yes	Yes

		CITY OF BLOOMINGTON									
		TPA RFP ANALYSIS									
		April, 2013									
		ASC		Go SI		USC		Brentwood		PMA	
Experience											
Municipal Experience		25	No Cities	20	No III Cities	20	No III Cities	20	No III Cities	20	25
Scope		25	No SAS 70 Addl Cost Data	20		25		25		25	25
Cost		5		4		3	Subro Charge	2		2	1
Compliance		40		40		40		40		40	40
References		5	No III City	4	No III City	4	No III City	4	No III City	4	5
Total Score		100		88		92		91		96	96



FOR COUNCIL: April 22, 2013

SUBJECT: Review of Executive Session Minutes from 1995 - 2013

RECOMMENDATION/MOTION: That the Resolution be adopted.

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

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

BACKGROUND: The Open Meeting Act requires a semiannual review of approved Executive Session Minutes to determine whether to release any of these minutes to the public. Final action is taken in open session. This amendment was enacted in 2006.

A Resolution has been drafted as a record of the Council's action. The Council met on Monday, April 8, 2013 in Executive Session to review Executive Session Minutes. Resolution states that these Executive Session Minutes will be retained at this time. In addition, the verbatim audio recordings which have approved written minutes by Council eighteen (18) months prior to April 22, 2013 will be destroyed.

In compliance with the Open Meetings Act, City staff plans to present Executive Session Minutes for review to the Council during Executive Sessions scheduled during the months of February and August of each year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Attachment: Attachment 1. Resolution

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

RESOLUTION NO. 2013 - ____

**A RESOLUTION REGARDING THE RETENTION
OF EXECUTIVE SESSION MINUTES**

WHEREAS, the City Council of the City of Bloomington, Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(c), a review of all closed session minutes has been completed; and

WHEREAS, the City Council has further determined that a need for confidentiality still exists as to the Executive Session Minutes from the meetings set forth on Schedule A, attached hereto; and

WHEREAS, the City may destroy audio recordings of approved written Executive Sessions eighteen (18) months prior to April 22, 2013.

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

Section 1. The Executive Session Minutes from those meetings set forth on Schedule A, attached hereto, are hereby retained.

Section 2. The City Clerk is hereby authorized and directed to destroy the audio recordings of written and approved Executive Session Minutes eighteen (18) months prior to April 22, 2013.

Section 3. The Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 22nd day of April, 2013.

APPROVED this ____rd day of April, 2013.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

DATE	REASON TO RETAIN
January 23, 1995	Section 2(c)(1) Personnel
June 12, 1995	Section 2(c)(2) Collective Bargaining
February 26, 1996	Section 2(c)(1) Personnel
October 14, 1996	Section 2(c)(2) Collective Bargaining
November 12, 1996	Section 2(c)(2) Collective Bargaining
February 24, 1997	Section 2(c)(1) Personnel
March 10, 1997	Section 2(c)(2) Collective Bargaining
May 12, 1997	Section 2(c)(2) Collective Bargaining
July 14, 1997	Section 2(c)(2) Collective Bargaining
October 13, 1997	Section 2(c)(2) Collective Bargaining
January 26, 1998	Section 2(c)(1) Personnel
July 14, 1998	Section 2(c)(2) Collective Bargaining
July 27, 1998	Section 2(c)(2) Collective Bargaining
December 28, 1998	Section 2(c)(1) Personnel
May 10, 1999	Section 2(c)(2) Collective Bargaining
June 14, 1999	Section 2(c)(2) Collective Bargaining
September 13, 1999	Section 2(c)(5) Purchase or Lease of Real Estate
November 22, 1999	Section 2(c)(1) Personnel
December 13, 1999	Section 2(c)(1) Personnel
December 11, 2000	Section 2(c)(1) Personnel
November 13, 2001	Section 2(c)(1) Personnel
May 28, 2002	Section 2(c)(2) Collective Bargaining
September 23, 2002	Section 2(c)(2) Collective Bargaining
November 12, 2002	Section 2(c)(1) Personnel
March 8, 2004	Section 2(c)(1) Personnel
May 10, 2004	Section 2(c)(2) Collective Bargaining
February 28, 2005	Section 2(c)(1) Personnel
March 14, 2005	Section 2(c)(1) Personnel
March 28, 2005	Section 2(c)(6) Sale or Lease of Real Estate
May 9, 2005	Section 2(c)(2) Collective Bargaining
August 14, 2006	Section 2(c)(1) Personnel
August 28, 2006	Section 2(c)(1) Personnel
August 13, 2007	Section 2(c)(2) Collective Bargaining
November 13, 2007	Section 2(c)(2) Collective Bargaining
December 10, 2007	Section 2(c)(1) Personnel
January 7, 2008	Section 2(c)(1) Personnel
February 11, 2008	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
June 9, 2008	Section 2(c)(5) Purchase or Lease of Real Estate
August 19, 2008	Section 2(c)(1) Personnel
October 13, 2008	Section 2(c)(5) Purchase or Lease of Real Estate

DATE	REASON TO RETAIN
November 3, 2008	Section 2(c)(1) Personnel
November 17, 2008	Section 2(c)(1) Personnel
November 18, 2008	Section 2(c)(1) Personnel
November 19, 2008	Section 2(c)(1) Personnel
March 9, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(11) Litigation
March 30, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
April 6, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
April 13, 2009	Section 2(c)(2) Collective Bargaining
April 27, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(11) Litigation
May 26, 2009	Section 2(c)(2) Collective Bargaining
June 8, 2009	Section 2(c)(2) Collective Bargaining
June 22, 2009	Section 2(c)(2) Collective Bargaining
June 27, 2009	Section 2(c)(2) Collective Bargaining
August 10, 2009	Section 2(c)(2) Collective Bargaining
September 28, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(5) Purchase or Lease of Real Estate Section 2(c)(6) Sale or Lease of Real Estate
December 14, 2009	Section 2(c)(2) Collective Bargaining
January 11, 2010	Section 2(c)(2) Collective Bargaining
January 25, 2010	Section 2(c)(2) Collective Bargaining Section 2(c)(5) Purchase or Lease of Real Estate Section 2(c)(12) Settlement
February 8, 2010	Section 2(c)(2) Collective Bargaining Section 2(c)(6) Sale or Lease of Real Estate
February 22, 2010	Section 2(c)(2) Collective Bargaining
March 22, 2010	Section 2(c)(11) Litigation
April 5, 2010	Section 2(c)(2) Collective Bargaining
April 26, 2010	Section 2(c)(6) Sale or Lease of Real Estate Section 2(c)(2) Collective Bargaining
June 28, 2010	Section 2(c)(1) Personnel
September 27, 2010	Section 2(c)(1) Personnel
November 8, 2010	Section 2(c)(5) Purchase or Lease of Real Estate Section 2(c)(12) Settlement
November 22, 2010	Section 2(c)(2) Collective Bargaining
March 11, 2011	Section 2(c)(12) Settlement
March 28, 2011	Section 2(c)(2) Collective Bargaining Section 2(c)(6) Sale or Lease of Real Estate
May 9, 2011	Section 2(c)(2) Collective Bargaining Section 2(c)(11) Litigation

DATE	REASON TO RETAIN
June 13, 2011	Section 2(c)(2) Collective Bargaining Section 2(c)(12) Settlement
July 11, 2011	Section 2(c)(11) Litigation Section 2(c)(1) Personnel
August 8, 2001	Section 2(c)(12) Settlement Section 2(c)(5) Purchase or Lease of Real Estate Section 2(c)(6) Sale or Lease of Real Estate
December 19, 2011	Section 2(c)(5) Purchase or Lease of Real Estate Section 2(c)(12) Settlement
May 29, 2012	Section 2(c)(2) Collective Bargaining
August 17, 2012	Section 2(c)(1) Personnel Section 2(c)(12) Settlement Section 2(c)(11) Litigation
November 8, 2012	Section 2(c)(1) Personnel
December 10, 2012	Section 2(c)(12) Settlement Section 2(c)(1) Personnel
December 17, 2012	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
February 25, 2013	Section 2(c)(29) Meet with External Auditors Section 2(c)(2) Collective Bargaining



FOR COUNCIL: April 22, 2013

SUBJECT: Resolution to Cede the City of Bloomington's Allocation of the Private Activity Bonding Cap to the Eastern Illinois Economic Development Authority.

RECOMMENDATION/MOTION: That the transfer of the City 2013 Volume Bond Cap to the Eastern Illinois Economic Development Authority, with a transfer fee agreement of one percent (1%), be approved, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Grow the Local Economy. (e) Strong working relationships among the City, businesses, economic development organizations.

STRATEGIC PLAN SIGNIFICANCE: Given the City of Bloomington does not have any projects that are presently eligible to receive the City's Volume Cap, and in the spirit of engaging in positive working relationships with other economic development organizations, Staff recommends partnering with the Eastern Illinois Economic Development Authority (EIEDA) for the 2013 calendar year. By cultivating this mutually beneficial relationship between communities, counties and other regional development authorities, the City stands to benefit in future years when eligible projects arise and other communities are able to cede their bond cap in return.

BACKGROUND: The Internal Revenue Code permits the City, as an Illinois Home Rule Municipality, to issue private activity bonds. The federal tax code classifies private activity bonds as bonds utilized for projects that primarily benefit private entities. A chart of eligible projects has been provided (Exhibit A). Congress uses an annual state Volume Cap, which is currently capped at the rate of \$95 per capita for the 2013 calendar year. Based upon a population of 77,071, the City's Volume Cap is \$7,321,745 for calendar year 2013.

For the current fiscal year, Staff has determined no projects are readily available that can use this Volume Cap in the City of Bloomington. In the past when this situation has occurred, the City has ceded over its bond Volume Cap to the Illinois Housing Development Authority (IHDA) to further homeownership within the community (2003, 2004, 2007, 2008, 2009, and 2010). IHDA works with communities to help working families and individuals achieve homeownership through their Mortgage Credit Certificate (MCC) program and the Mortgage Revenue Bond (MRB) program. A request was submitted to IHDA to determine if there is enough funding for these two (2) programs for 2013 but has yet to receive a response. The City is required to obligate this allocation by May 1st of each calendar year or it automatically goes back to the State of Illinois for reallocation to other entities in June of each calendar year.

Other private activity bond projects have been: 2005 Lincoln Tower renovations; 2006 Habitat, Mid Central Community Action and Clayton Jefferson for Affordable Housing Development (project not completed, bonding authority returned to the state); 2011 EIEDA Senior Housing Facility.

In FY 2012, Staff requested to reserve the City's Volume Cap for an eligible activity, undetermined at the time. This did not obligate the City financially or in any other way, this resolution simply "reserved" the City's portion to possibly be used at a later date for an activity within the community. No such activity presented itself within the 2012 calendar year.

For FY 2013, Staff received a request from EIEDA to transfer the Home Rule Volume Cap for economic development and housing projects (Exhibit B). Specifically, the organization is in the process of closing on a \$20,040,000 senior housing bond and would like to join efforts with respect to the Volume Cap in an attempt to secure the project. Given that Staff has yet to identify any projects that qualify for the use of such private activity bonds within the City of Bloomington, it is being recommended that the City work collaboratively with EIEDA as requested.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Keith Thompson in reference to the Ashael Gridley Mansion, Illinois Housing Development Authority in regards to the Mortgage Credit Certificate and Mortgage Revenue Bond programs, Eastern Illinois Economic Development Authority

FINANCIAL IMPACT: There is a possibility the City may be a recipient of a one percent transfer fee (approximately \$73,000) upon the issuance of bonds to a borrower, which would be payable at the bond closing. It has been suggested by the EIEDA, the City’s Volume Bond cap may be utilized for a senior living in the future. If the Volume Cap is not used by December 31, 2013, the bond cap may be carried forward and used for an additional three (3) years until the expiration on December 31, 2016. If the bond cap is used within this extension period by the EIEDA, the City would receive the one percent transfer fee.

Respectfully submitted for Council consideration,

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Exhibit A
Attachment 2. Exhibit B
Attachment 3. Resolution
Attachment 4. Letters

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

EXHIBIT A

Internal Revenue Code Chart of Eligible Projects for Private Activity Bonds

Federal Law.

The Internal Revenue Code provides that only the following private activity bonds may bear tax exempt interest:

1. Exempt facility bonds.
 - a. Airports, docks and wharves, mass commuting facilities and high speed intercity rail facilities.
 - b. Facilities for the furnishing of water.
 - c. Sewage facilities and solid waste disposal facilities.
 - d. Residential rental projects.
 - e. Local furnishing of electric energy or gas.
 - f. Local district heating or cooling facilities.
 - g. Qualified hazardous waste facilities.
 - h. Environmental enhancements to hydroelectric generating facilities.
2. Mortgage revenue bonds.
3. Qualified small issue bonds. Such bonds are limited to \$20 million dollars which limit includes the amount of both bonds and capital expenditures during 6 year period beginning 3 years before and ending 3 years after bonds are issued. Small issue bonds are available only for manufacturing facilities.
4. Student loan bonds.
5. Qualified development bonds.
6. Qualified 501(c)(3) bonds.

It should first be noted that to have tax-exempt bonds 95% or more of the bonds' net proceeds must be used for the exempt facilities or purposes. Other requirements specifically relating to private activity bonds include the requirements for: an allocation of the state private activity bond volume cap; a TEFRA hearing; and a 2% limit on the amount of the costs of issuance paid from tax exempt bond proceeds. However, with respect to qualified 501(c)(3) bonds, the federal law among other matters, does not require such bonds to receive an allocation of the state volume cap and does not limit the type of facility financed by a 501(c)(3) entity provided such facility is owned by the 501(c)(3) entity and used for its nonprofit purpose.

EXHIBIT B

Eastern Illinois Economic Development Authority Request for Transfer of Private Activity Bond Volume Cap



1817 South Neil Street, Champaign, Illinois 61820, Tel: 866-325-7525, Fax: 866-325-7569

March 27, 2013

The Honorable Stephen Stockton, Mayor
City of Bloomington, P. O. Box 3157
109 E. Olive St.
Bloomington, IL 61701-5219

Dear Mayor Stockton:

The Eastern Illinois Economic Development Authority (EIEDA) respectfully requests consideration for the transfer of your 2013 Home Rule Volume Cap to EIEDA for economic development and housing projects. EIEDA has developed relationships with home rule communities and other regional development authorities in working together to accommodate the Volume Cap needs of their projects.

Some years, EIEDA has more projects than Volume Cap and other years we have more Volume Cap than projects. At the end of the calendar year, Volume Cap can be carried forward for three years, but once carried forward, it can no longer be transferred. We have developed a mutually beneficial relationship between communities, counties and other regional development authorities to graciously share this valuable resource for the benefit of the region. We feel it is fair to help a neighbor that has helped us in the past. The rising tide raises all of the boats.

As you may be aware, home rule communities receive a direct allocation in 2013 equal to their population times \$95. The 2013 State of Illinois Allocation guidelines identify Bloomington's population at 77,071, so your 2013 Volume Cap Allocation is \$7,321,745. You are required to obligate this allocation by May 1st of each calendar year or it automatically goes back to the State of Illinois for reallocation to other entities in June of each calendar year. If the City of Bloomington would consider passing an ordinance transferring their 2013 allocation to EIEDA prior to May 1st, then EIEDA would be able to keep this cap until December 31st. This action would allow the City to maintain control of their Volume Cap past May 1st. It is important to approve the resolution before May 1 and send the notification letter to the Governor before May 10.

EIEDA is interested in serving in this capacity in order to develop a relationship with home rule communities to be able to trade cap in up and down years. We respectfully request if you have no need for the cap by September 1st that you allow us to use it to benefit the residents of EIEDA. If the City is interested, I have taken the liberty of enclosing a draft ordinance for you to review as well as a draft letter to the Governor's Office. I am available to meet with any city official you wish regarding this matter. Please call me at 866-325-7525 if you have any questions. Any correspondence should be addressed to: EIEDA Chicago, 1608 W. Belmont Ave, Suite 203, Chicago, IL 60657. Thank you.

Sincerely,

Andrew Hamilton
Executive Director

RESOLUTION 2013-_____
A SPECIAL RESOLUTION AUTHORIZING THE CEDING
OF PRIVATE ACTIVITY
BONDING AUTHORITY

WHEREAS, the Internal Revenue Code of 1986 provides that the amount of private activity bonds which may be issued by the City of Bloomington ("City") as a constitutional home rule unit is equal to its population multiplied by \$95.00; and

WHEREAS, the Illinois Private Activity Bond Allocation Act (30 ILCS 345/1 et seq.) provides, among other things, that the corporate authorities of any home rule unit may reallocate to a state agency any portion of its unused allocation of volume cap; and

WHEREAS, the City of Bloomington has available year 2013 volume cap and desires to utilize this cap in cooperation with the Eastern Illinois Economic Development Authority (EIEDA) to support the projects that will create jobs and expand the City's tax base;

NOW THEREFORE, be it resolved by the City Council of the City of Bloomington, Illinois:

Section 1. Consent to Reallocate to EIEDA. The City hereby agrees to reallocate to the Eastern Illinois Economic Development Authority its 2013 private activity volume bonding cap in the amount of \$7,321,745. Said private activity volume bonding cap shall be used to support projects that will provide job opportunities and new investments.

Section 2. Letter of Agreement. The City Finance Director is hereby authorized to execute a letter of agreement with EIEDA consenting to such allocation on behalf of the City as authorized.

Section 3. Maintaining Records. The City Finance Director is hereby authorized to maintain such record of the allocation for the term of the bonds issued pursuant to such allocation.

Section 4. Notice. The Mayor shall provide notice of such allocation to the Office of the Governor.

Section 5. Effective Date. This resolution shall be effective from and after its passage.

Signed: Mayor Stockton

Passed

Attest: City Clerk

Approved



April 22, 2013

Office of the Governor
Governor's Office of Management and Budget
603 Stratton Building
Springfield, IL 62706
Attention: Debt Management Unit

Re Issuer: City of Bloomington

Total 2013 Volume Cap Allocation: \$7,321,745

Volume Cap Allocations granted, transferred, or reserved by Issuer resolution prior to May 1, 2013:

- | | |
|---|---|
| 1. Principal Amount of Issue: | 0 |
| Bond Description | N/A |
| 2. Total Allocation Granted or Reallocated: | \$7,321,745 |
| Reallocated to: | Eastern Illinois Economic Development Authority |

See attached Resolution.

Sincerely,

Tracey Covert, City Clerk
City of Bloomington

Acknowledged and Agreed:

Andrew Hamilton, Executive Director EIEDA

Date



April 22, 2013

Mr. Andrew Hamilton
Executive Director
Eastern Illinois Economic Development Authority
1817 South Neil Street
Champaign, Illinois 61820

RE: Letter of Agreement between EIEDA and City of Bloomington
Ceding of 2013 Volume Bond Cap

Dear Mr. Hamilton:

As agreed, please find attached the City of Bloomington's adopted Resolution No. 2013-_____ authorizing the transfer and reallocation of its 2013 volume cap to the Eastern Illinois Economic Development Authority (EIEDA).

Please print, sign and return this letter as a binding agreement between the City and EIEDA that if the City's 2013 volume cap is used by EIEDA, the City of Bloomington shall receive a transfer fee equal to one (1) percent (%) of its transferred volume cap at closing. Upon signing, please return a copy to:

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

Sincerely,

Stephen F. Stockton, Mayor
City of Bloomington

Acknowledged and Agreed:

Andrew Hamilton, Executive Director EIEDA

Date



FOR COUNCIL: April 22, 2013

SUBJECT: Fiscal Year 2013 Budget Amendments

RECOMMENDATION: That the Fiscal Year (FY) 2013 Budget Amendments be approved and the Ordinance passed.

BACKGROUND: State of Illinois statutes require expenditures incurred within each individual fund not to exceed the appropriation amount set forth in the annual budget of an established fiscal period. In an effort to strengthen the fiscal controls of the budgetary process, staff has prepared a list of budgetary amendments for FY 2013. This action corresponds with the August 24, 2009 discussion where staff committed to the Council the majority of budget amendments would be presented in the fiscal year the expenditure occurred rather than in the proceeding fiscal year.

The FY 2013 Budget Amendment includes modifications to seven funds which include Sister City, Drug Enforcement, Market Square TIF Bond Redemption, Sewer, Storm Water, Golf Operations, and the General Fund. The budget amendment for the Sister City and Drug Enforcement Fund is based upon above average activity and this activity is necessary to forecast when the budget was compiled in FY 2012, while the Market Square TIF Bond Redemption is due to the receipt of State and local matching revenue which occurred in FY 2013. In regards to the Sewer, Storm Water, and Golf Operations, page #74 and #75 of the FY 2014 Budget Overview and General Fund document projects these three funds will be in a deficit cash position at the end of FY 2013. The General Fund transfer to these three funds will provide a source of funds to offset capital project expenditures in FY 2014. With the end of FY 2013, staff will return to present end of year amendments once the ledger is closed for FY 2013.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The net impact on the City's FY 2013 budget from this series of budget amendments is the receipt of additional revenue of \$373,302. This net amount in comparison to expenditure represents approximately two tenths of one percent (.2%) within the City's FY 2013 Budget of \$167,005,149.

Respectfully submitted for Council consideration.

Prepared by & Financial &
Budgetary review by:

Timothy L. Ervin, Budget Officer

Reviewed by:

Barbara J. Adkins, Deputy City Manager

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

ORDINANCE NO. 2012 -

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2013**

WHEREAS, on April 23, 2012 by Ordinance Number 2012 - 23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2013, which Ordinance was approved by Mayor Stephen F. Stockton on April 24, 2012; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2012 - 22 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2013) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2012 - 23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2012 - 23.

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

PASSED the 25th day of June, 2012.

APPROVED the _____th day of June, 2012.

APPROVED:

STEPHEN F. STOCKTON
MAYOR

ATTEST:

TRACEY COVERT
CITY CLERK

**Budget Amendment(s)
Exhibit #1**

Account #	Fund		Name of Account	End of Year Budget		Revised Budget
				Original Budget	Amendment	
20500500-57310	Sister City	¹	Donations	\$ (2,000)	\$ (10,000)	\$ (12,000)
20500500-71010	Sister City	¹	Office Supplies	\$ 1,800	\$ 1,200	\$ 3,000
20500500-79110	Sister City	¹	Community Relations	\$ 14,601	\$ 6,400	\$ 21,001
20500500-79980	Sister City	¹	Special Program Expenses	\$ -	\$ 42,500	\$ 42,500
Net Sister City Sub-Total:				\$ 14,401	\$ 40,100	\$ 54,501
20900940-53115	Drug Enforcement	²	Federal Government Distribution	\$ (5,000)	\$ (2,500)	\$ (7,500)
20900940-55890	Drug Enforcement	²	Other Fines	\$ -	\$ (30,000)	\$ (30,000)
20900940-71190	Drug Enforcement	²	Other Supplies	\$ 300	\$ 1,700	\$ 2,000
20900950-62191	Drug Enforcement	²	Protective Wear	\$ -	\$ 4,000	\$ 4,000
20900950-71190	Drug Enforcement	²	Other Supplies	\$ -	\$ 2,500	\$ 2,500
20900960-53110	Drug Enforcement	²	Federal Grant	\$ -	\$ (7,500)	\$ (7,500)
Net Drug Enforcement Sub-Total:				\$ 300	\$ 700	\$ 1,000
						\$ -
30300300-50012	Market Square TIF Bond Red	³	Illinois TIF State Tax	\$ -	\$ (227,898)	\$ (227,898)
30300300-50014	Market Square TIF Bond Red	³	Home Rule Tax	\$ -	\$ (154,437)	\$ (154,437)
30300300-50190	Market Square TIF Bond Red	³	Property Tax Other	\$ -	\$ (37,167)	\$ (37,167)
30300300-70690	Market Square TIF Bond Red	³	Other Purchased Services	\$ -	\$ 5,000	\$ 5,000
Net Market Square TIF Bond Redemption Sub-Total:				\$ -	\$ (414,502)	\$ (414,502)
51101100-85100	Sewer Fund	⁴	Transfer from the General Fund	\$ -	\$ (280,000)	\$ (280,000)
10019180-89511	General Fund	⁴	Transfer to Sanitary Sewer Fund	\$ -	\$ 280,000	\$ 280,000
Net Sub-Total:				\$ -	\$ -	\$ -
53103100-85100	Storm Water Fund	⁵	Transfer from the General Fund	\$ -	\$ (949,000)	\$ (949,000)
10019180-89531	General Fund	⁵	Transfer to Storm Water Fund	\$ -	\$ 949,000	\$ 949,000
Net Sub-Total:				\$ -	\$ -	\$ -
56406410-85100	Golf Operations	⁶	Transfer from the General Fund	\$ -	\$ (175,000)	\$ (175,000)
10019180-89564	General Fund	⁶	Transfer To Golf Operations	\$ -	\$ 175,000	\$ 175,000
Net Sub-Total:				\$ -	\$ -	\$ -

¹ - The Sister City expenditures will be offset from the \$85,849 fund balance as of April 30, 2012 within the Fund.

² - The Drug Enforcement Fundf expenditures will be offset from \$361,095 fund balance as of April 30, 2012 within the Fund.

³ - The Market Square TIF Bond Redemption revenue accounts for the State and Local Sales and Property Tax contribution.

⁴ - The \$280,000 transfer will pay for the replacement of the East Jackson Street Sewer between the 500 & 600 Block.

⁵ - The \$949,000 transfer will pay for the capital projects within the Storm Water Fund for FY 2014.

⁶ - The \$175,000 transfer will pay for the capital projects within the Golf Operations Fund for FY 2014.



FOR COUNCIL: April 22, 2013

SUBJECT: An Ordinance Establishing the Salary for the City Manager and Make Retroactive Salary Adjustments and an Employment Agreement between the City of Bloomington and City Manager David A. Hales

RECOMMENDATION/MOTION: That the Contract be approved, Ordinance passed, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Goal 1. Objective d. City services delivered in the most cost effective manner.

BACKGROUND: On December 8, 2008, the Council approved the initial employment agreement with David A. Hales, City Manager. The original contract had an expiration date of April 30, 2009.

On May 11, 2009, the City entered into a second contract with Mr. Hales. This contract will expire on April 30, 2013. A renewal of the current contract is proposed.

There are a few changes to the proposed new contract. The contract term will commence on January 12, 2013 to coincide with Mr. Hales' anniversary date with the City. The new contract is scheduled to expire on January 11, 2017. Paid vacation days will be increased from twenty (20) to twenty-five (25) days.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None beyond the financial term set forth in the Contract itself.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Emily Bell, Director of Human Resources

Financial & budgetary review by: Timothy Ervin, Budget Manager

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

Stephen F. Stockton
Mayor

Attachments: Attachment 1. Ordinance
Attachment 2. Contract

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

ORDINANCE NUMBER 2013-_____

**AN ORDINANCE ESTABLISHING THE
SALARY FOR THE CITY MANAGER AND
MAKING RETROACTIVE SALARY ADJUSTMENTS**

WHEREAS, the salary of City Manager David A. Hales has not been increased since January 12, 2009, the date he assumed office as City Manager, said salary being \$150,000; and

WHEREAS, in the contract between the City of Bloomington and David A. Hales, the City agreed to increase said salary and/or other benefits of the City Manager in such amounts and to such extent as the City Council may determine that it is desirable to do so on the basis of any initial or annual salary review of said Manager subject to satisfactory performance evaluations; and

WHEREAS, said contract also states that if the City adopts economic adjustment increases for non-bargaining unit managers and employees of the City, such increases shall be provided to the City Manager's salary in the same manner; and

WHEREAS, in 2009, a salary freeze was applied for all senior management that year; the performance of the City Manager was commendable, which would have resulted in an increase of 3%; and

WHEREAS, in 2010, the performance of the City Manager was commendable, which would have resulted in an increase of 3% in the City Manager's base salary effective January 12, 2011; and

WHEREAS, in 2011, the performance of the City Manager was outstanding, which would have resulted in an increase of 3.3% in the City Manager's base salary effective January 12, 2012; and

WHEREAS, in 2012, the performance of the City Manager was commendable, which would have resulted in an increase of 3% in the City Manager's base salary effective January 12, 2013; and

WHEREAS, a review of City Manager salaries in comparable municipalities shows that a market adjustment of \$6,914 payable on January 12, 2012, in addition to the previous increases in base salary is appropriate, and that such market adjustment will not be applied to base salary in 2012 but will be applied to the base salary in future years;

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

Section One:

The base salary of the City Manager is established to be \$154,500, retroactive to January 12, 2011.

The base salary of the City Manager is established to be \$159,598, retroactive to January 12, 2012, with a separate market adjustment of \$6,914, payable on January 12, 2012, which is not applied to the base salary, but which will be applied to the base salary in 2013 and future years.

The base salary of the City Manager is established to be \$171,300, retroactive to January 12, 2013.

Section Two: This ordinance shall be effective upon passage and approval.

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

PASSED this 22nd day of April, 2013

APPROVED this 22nd day of April, 2013.

APPROVED:

Steven F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

CONTRACT BETWEEN
THE CITY OF BLOOMINGTON AND
DAVID A. HALES

THIS AGREEMENT, made and entered into this 22nd day of April, 2013 by and between the City of Bloomington, Illinois, a municipal corporation, hereinafter called "The City", as party of the first part, and David A. Hales, hereinafter called "The Manager", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City has a Council-Manager form of government pursuant to referendum; and

WHEREAS, the City desires to employ the services of David A. Hales as City Manager of the City of Bloomington as provided by the City Code of the City of Bloomington, 1960, as amended; and Article 5 of Chapter 65 of the Illinois Municipal Code, Illinois Compiled Statutes, 2012, as amended; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the Manager; and

WHEREAS, it is the desire of the Council to (1) retain the services of the Manager and to provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring the Manager's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Manager, and (4) provide just means for terminating the Manager's services at such time; and

WHEREAS, the Manager desires employment as City Manager of the City of Bloomington;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE: DUTIES –

- A. City hereby agrees to employ said David A. Hales as City Manager of said City to perform the functions and duties specified in said City of Bloomington City Code, 1960, as amended, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign, and as provided by law.

SECTION TWO: TERM –

- A. This Agreement shall commence on January 12, 2013. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, of this Agreement.

- B. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4 of this Agreement.
- C. Employee agrees to remain in the exclusive employ of Employer until January 11, 2017, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.
- D. Employee shall not be prohibited from occasional teaching, writing, consulting or self-employment activities not in conflict with Employer's interests.
- E. Employer and Employee shall give the other party notice of intent to continue employment beyond January 11, 2017. Such notice shall be provided on or before July 12, 2016. Upon receipt of such notice, the parties shall meet to determine whether or not employment shall be extended beyond January 11, 2017, and the terms and conditions of such employment.

SECTION THREE: SUSPENSION AND TERMINATION -

- A. The City may suspend or terminate the Manager with full pay and benefits at any time during the term of this Agreement, but only if:
 - 1. The Manager and a majority of the Council agree, or
 - 2. After a public hearing, a majority of the Council votes to suspend or terminate the Manager for just cause; provided, however, that the Manager shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council. Just cause is defined as the commission of any act involving moral turpitude which places the City into disrepute or intentional disobedience to or negligence in following lawful directives of the City Council as expressed in its legislative actions or its annual evaluation of the City Manager.

SECTION FOUR: TERMINATION AND SEVERANCE PAY -

- A. The Manager may be terminated by a majority vote of the members of the full governing body at a duly authorized public meeting. Further, if the City acts to amend any provisions of the ordinance pertaining to the role, duties, powers, authority and responsibilities of the Manager's position that substantially changes the nature of the position and/or the form of government, then the Manager may declare that such amendments constitute a termination.

In the event a termination of the Manager occurs before expiration of the aforesaid term of employment and during such time that Manager is willing and able to perform his duties under this Agreement, then in that event, the City agrees to pay the Manager a lump sum cash payment equal to six (6) months aggregate salary, allowances, and 75% of the cost of health insurance premiums as severance pay as defined in this Agreement. The Manager

shall also be compensated for all accrued and earned vacation leave and personal leave days at the time of termination. The severance pay or lump sum cash payment equal to six (6) months aggregate salary, allowances, and 75% of the cost of health insurance premiums together with compensation for all accrued and earned vacation leave will also be paid by the City in the event a new employment agreement with similar terms and conditions of employment is not entered into within thirty days of the termination date of this Agreement by the new mayor and City Council. However, in the event the Manager is terminated because of his conviction of any illegal act involving personal gain to him, or any felony or entering into a plea or other agreement for such an offense, then in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

- B. In the event Manager voluntarily resigns his position, notwithstanding the resignation provisions in paragraph A above, before expiration of the aforesaid term of his employment, then Manager shall give the City two (2) months notice in advance in Executive Session, unless the parties otherwise agree, and Manager shall not be entitled to any severance pay, as provided in Paragraph A of this Section.

SECTION FIVE: DISABILITY -

- A. If Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section Four, paragraph A. However, Manager shall be compensated for any accrued vacation and other applicable benefits.

SECTION SIX: SALARY -

- A. City agrees to pay Manager for services rendered pursuant hereto an annual base salary of one hundred seventy one thousand and three hundred dollars (\$171,300.00) effective January 12, 2013, payable in installments at the same time as other Employees of the City are paid. In addition, the Council agrees to increase said salary and/or other benefits of Manager in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of any initial or annual salary review of said Manager made at the time of the performance evaluation specified in Section Seven. Upon the receipt of satisfactory performance evaluation reviews per Section Seven Manager shall be granted merit increases to Manager's base salary at the discretion of the Council. In the event the City adopts a practice of cost of living increases or economic adjustment increases for non-bargaining unit managers and employees of the City, such increases shall be provided to Manager's base salary in the same manner as such other managers and employees. In addition, the Council may, at their sole discretion, grant bonuses and/or additional benefits or compensation for performance excellence or meritorious service. The Manager is eligible to participate in any deferred compensation programs offered by the City to its employees. In addition, the City will establish a Section 401(a) deferred compensation program for the City Manager under terms which will permit the City Manager to roll over contributions he has made to 401(a) programs established by previous employers and which will permit the City Manager to take loans from such 401(a) program.

SECTION SEVEN: PERFORMANCE EVALUATION -

- A. The Council shall review and evaluate the performance of the Manager at least once annually prior to January 12th. The Council and Manager shall in accordance with specific performance and similar criteria develop said review and evaluation jointly. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation and agreement with the Manager.
- B. On or before January 12th of each year, the Council and the Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations, as specified, and the annual operating and capital budgets and appropriations provided. The Manager shall, on or before the subsequent December 1st, deliver to the Council a narrative which details the manner in which the goals and objectives were accomplished, or, if one or more goals were not accomplished, the reasons why such goal or goals were not accomplished.

SECTION EIGHT: DISABILITY, HEALTH, DENTAL AND LIFE INSURANCE –

- A. City agrees to provide Manager disability, health, dental, and life insurance as provided for all other non-bargaining unit Managers of the City.

SECTION NINE: PROFESSIONAL DEVELOPMENT –

- A. Manager and City acknowledge the importance of the continued professional development of the Manager. In this regard, the City agrees to pay for the professional dues associated with the Manager's full participation and membership in the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA). City further agrees to pay for reasonable registration and travel expenses associated with the Manager's attendance and participation in the annual conferences of the ICMA and the ILCMA. City also agrees to pay for reasonable travel and registration costs associated with the Manager's participation in other professional development activities that are deemed appropriate by the City.

SECTION TEN: INDEMNIFICATION –

- A. City agrees to defend, save harmless, and indemnify Manager against any liability claim or other legal action arising out of any alleged act or omission occurring in the performance of the Manager's duties as City Manager, provided, however, that such indemnification shall not be extended to any criminal acts or acts involving moral turpitude or any judgment representing an award of punitive or exemplary damages in accordance with state statute.

SECTION ELEVEN: OTHER TERMS AND CONDITIONS OF EMPLOYMENT -

- A. All provisions of the City Code, and regulations and rules of the City relating to sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Manager as

they would to other non-bargaining unit Managers of the City, in addition to said benefits enumerated specifically for the benefit of the Manager except as herein provided.

- B. The Manager shall receive 25 days of paid vacation annually, effective and commencing on January 12, 2013.
- C. Allowance for use of personal automobile for City business. The Manager shall receive the amount of \$475.00 (four hundred seventy five dollars) per month to reimburse him for the use of his personal automobile within fifty miles of the City while on City business. The monthly allowance may be raised annually during, and in the same process, as the Manager's salary increase review. The City also agrees to reimburse Manager for mileage for out-of-town travel associated with City business, at a rate commensurate with the rates provided to other employees of the City.
- D. General Expenses. The City recognizes that certain expenses incurred by the Manager are of a non-personal and generally job-affiliated nature. Within governing policies and practices of the City, the City hereby agrees to reimburse or to pay said general expenses, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits. Within governing policies and practices of the City, the Manager shall be issued a City corporate credit card for use in paying for general and other appropriate expenses and the Manager agrees to abide by any rules, regulations, policies and procedures in effect at the time of issuance, or thereafter amended by the City regarding the use of any corporate credit cards or credit accounts.

SECTION TWELVE: NO REDUCTION OF BENEFITS –

- A. City shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Manager, except to the degree of such a reduction across-the-board for all non-bargaining unit Managers of the City.

SECTION THIRTEEN: GENERAL PROVISIONS -

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

DATE: _____

Steven F. Stockton,
Mayor, City of Bloomington

ATTEST:

Tracey Covert, City Clerk

(seal)

Date: _____

David A. Hales
City Manager



FOR COUNCIL: April 22, 2013

SUBJECT: Text Amendment to Chapter 6. Alcoholic Beverages, BASSET Training Ordinance

RECOMMENDATION/MOTION: That the Ordinance be adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Goal 5. Objective e. strong working relationships among the City, businesses, economic development organizations.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to discuss the proposed draft BASSET, (Beverage Alcohol Sellers and Servers Education and Training), training ordinance. Present at the hearing were Liquor Commissioners Steve Stockton, Marabeth Clapp, Steve Petersen, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel and Tracey Covert, City Clerk.

Commissioner Stockton opened the liquor hearing. He added that some concern had been raised regarding training availability. The draft ordinance allowed sixty (60) days or another time as set by the Commission. The draft ordinance provided flexibility based upon when training was available.

Commissioner Clapp cited small establishments when English was spoken as a second language. She addressed the purpose of the required training.

Commissioner Stockton cited the ability to amend the City Code. He did not believe that the draft ordinance was unreasonable.

Commissioner Tompkins expressed his opinion that the small license establishments would benefit from BASSET training. BASSET training was also needed at these small establishments. Tracey Covert, City Clerk, informed the Commission that Thornton's had sent a letter regarding BASSET training. Thornton's held two (2) GPBS, (Gasoline, Packaged, Beer and wine only, Sunday sales) liquor licenses, located at 906 N. Main St. and 1101 N. Hershey Rd. The letter addressed the company's internal training program.

Commissioner Stockton noted that the training would start with the managers. The larger establishments would be required to train additional personnel.

Commissioner Petersen expressed his opinion that the draft ordinance was a good start.

Commissioner Stockton added that the state may require certified BASSET training in the future. It was noted that no current liquor license holders were present at the liquor hearing.

Motion by Commissioner Tompkins, seconded by Commissioner Petersen to recommended that the proposed Text Amendment, (draft BASSET training ordinance), be recommended to the City Council for adoption.

Motion carried, (viva voice).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public Hearing held on March 26, 2013 at the Bloomington Center for the Performing Arts. All liquor license holders were notified via mail at the business and mailing address.

The Agenda for the April 9, 2013 Meeting of the Liquor Commission was placed on the City’s web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk
 Reviewed by: Robert Wall, Asst. Police Chief
 Legal review by: George Boyle, Asst. Corporation Counsel
 Recommended by:

Stephen F. Stockton
 Mayor/Liquor Commissioner

Attachments: Attachment 1. Ordinance
 Attachment 2. Minutes of March 26, 2013 Public Hearing
 Attachment 3. Outline and Curriculum Requirements

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

ORDINANCE NO. 2013 - _____

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 6**

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

SECTION 1. That Bloomington City Code Chapter 6 is hereby amended by adding Section 29 to read as follows:

SEC. 29 ALCOHOL EDUCATION TRAINING REQUIREMENTS.

(a) It shall be unlawful to sell, offer for sale or serve alcoholic liquor unless a minimum of 1 person employed by the licensee is present on the premises who has successfully completed a Beverage Alcohol Sellers and Servers Education Training (BASSET) course approved by the State of Illinois or another alcohol education and training course approved by the Bloomington Liquor Commission. Copies of certificates showing successful completion of said training shall be kept on the premises at all times and shall be made immediately available upon request to any law enforcement officer or Liquor Commissioner. For secondary and catering licenses, the premises shall be construed as the area where alcohol is being sold, poured or served.

(b) All holders of any class of liquor license within the City of Bloomington shall require the general manager of the business to successfully complete a BASSET or other alcohol education and training course approved by the Bloomington Liquor Commission. A copy of the certificate showing successful completion of said course shall be filed with the City Clerk's office and another copy shall be kept on the licensed premises at all times and made immediately available upon request to any law enforcement officer or Liquor Commissioner. All new general managers shall be allowed 60 days from the first date of commencement of work performed, or such other time as set by the Liquor Commission, to complete the required alcohol education and training course.

(c) Any class T license holder having an establishment with a fire occupancy load of over 100 persons shall be subject to the following requirements:

- (1) At times when 8 or fewer employees are working at the establishment, there shall be a minimum of 1 employee on the premises who has completed BASSET or another alcohol education and training course approved by the Bloomington Liquor Commission;
- (2) At times when more than 8 but fewer than 16 employees are working at the establishment, there shall be a minimum of 2 employees on the premises who have completed BASSET or another alcohol education and training course approved by the Bloomington Liquor Commission.
- (3) At times when more than 16 but fewer than 24 employees are working at the establishment, there shall be a minimum of 3 employees on the

premises who have completed BASSET or another alcohol education and training course approved by the Bloomington Liquor Commission.

- 4) At times when 24 or more employees are working at the establishment, there shall be a minimum of 4 employees on the premises who have completed a BASSET or another alcohol education and training course approved by the Bloomington Liquor Commission.

(d) Failure to comply with the requirements of this Section shall subject the licensee to fines, suspension or revocation of license as provided in Section 37 of this Chapter.

(e) The provisions of this Section shall become effective July 1, 2013.

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

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

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

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

PASSED this 22nd day of April, 2013.

APPROVED this ___rd day of April, 2013.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

MINUTES OF THE BLOOMINGTON
LIQUOR COMMISSION

March 26, 2013

The Bloomington Liquor Commissioner Stephen Stockton called the Public Hearing to discuss a BASSET training ordinance. Present at the hearing were Liquor Commissioners Steve Stockton, Marabeth Clapp, Steve Petersen, Mark Gibson and Jim Jordan; George Boyle, Asst. Corporation Counsel and Tracey Covert, City Clerk.

Commissioner Stockton opened the liquor hearing at 5:05 p.m. He cited the topic: required training for liquor license holders. BASSET training had become a hot topic statewide. The Town of Normal had looked at this issue and appeared to be waiting for the City to take action. A proposal had been drafted late in 2012 which included training for all employees to be completed within ninety (90) days. He referred to the Illinois Liquor Control Commission's, (ILCC), web site. There was a listing of all municipalities that required training. The City's most recent proposal had been made available. It required that the manager plus one (1) certified person on duty be on the premises during business hours. It did not require that all employees be trained. He cited the issue of employee turnover. He added that in certain establishments during their busiest business hours, more than one (1) trained person must be present. He added that the number of employees present would determine the number of BASSET trained/certified employees who must be on duty. The bar owners determined the staff levels based upon business traffic.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He noted that the proposed ordinance included sanctions, (fine, suspension and/or revocation). The proposed ordinance would take effect on July 1, 2013 which would provide lead time.

Commissioner Stockton stated that the City would take BASSET training seriously and enforcement was a part of it. The manager's certification must be filed with the City Clerk's Office. The certificates for the other employees must be kept on file at the premises.

Commissioner Clapp noted the spirit of the proposed ordinance. She added that the license holders would have the opportunity to go beyond. A certified manager would have the opportunity to train the business' other employees. BASSET was a valuable program.

Commissioner Stockton stated that currently there were licensed establishments where all of the employees were BASSET certified.

Commissioner Petersen questioned the purpose of BASSET training. He cited the issues of awareness, over serving and underage sales.

Commissioner Stockton responded affirmatively. He added that mistakes happen. He did not believe that underage sales were at an epidemic level. The number one concern at this time was over serving.

Commissioner Petersen noted the role of the doorman. Identification was checked. After that it appeared that it was okay to present at the establishment. He believed that BASSET training would address over serving.

Commissioner Stockton cited the critical locations within the establishments: at the door and the bar. In addition, students begin drinking prior to coming Downtown. BASSET training covers identification checks, over serving and handling issues/problems.

Commissioner Gibson addressed the proposed ordinance. He addressed enforcement. He cited the following: certificate displayed, produced on demand and filed with the City Clerk. He believed that the administration/verification process needed to be simplified. All license holders would be required to complete BASSET training. He questioned off premise consumption. He also questioned the burden and estimated cost for the license holders.

Commissioner Stockton informed the Commission that he had spoken with Heartland Community College, (HCC), potential certified trainer.

Austin Grammer, HCC's Customized Training Coordinator, addressed the Commission. He had worked with Liz Hamilton, Chestnut Health Systems, about a year ago. HCC would be an ILCC licensed trainer soon. HCC offered two (2) opportunities for BASSETT training. He cited the Community Education Catalogue which listed BASSETT training. The course was open enrollment at a cost of \$39 per person. Currently, this class was offered once a quarter. The other option was on site BASSET training. A BASSET approved trainer would come on site at a cost of \$25 per person, limited to twenty-five (25) individuals per session. The class was four (4) hours. There was a fifty (50) point multiple choice test. If mandated, HCC would meet the demand.

Commissioner Petersen questioned refresher courses. Mr. Grammer noted that under the ILCC only one (1) training course was required at this time. ILCC was taking feedback at this time regarding refresher courses, certification expiration, etc.

Commissioner Petersen questioned on line training. Mr. Grammer noted that HCC only offered live classes. He added that there were other training providers. He cited the TIPS, (Training for Intervention Procedures by Servers of Alcohol), program. He believed that this course was available on line. There were a number of on line BASSET providers. To become a BASSET certified trainer, there was a \$250 cost. He noted that larger corporations have become certified in order to bring BASSET training in house.

Commissioner Petersen questioned insurance incentives. Mr. Grammer could not comment on same.

Commissioner Jordan questioned training guidelines. He also questioned if the same information was presented regardless of location. Mr. Grammer responded affirmatively. All course criteria would be fulfilled. HCC utilized the STEP, (Safety Training to Encourage Profitable Service), program. A course must be BASSET certified by the ILCC to claim same. The curriculum must be approved by the ILCC.

Commissioner Stockton noted that there was no ILCC certified on line BASSET training at this time.

Commissioner Petersen questioned the date and time of the next BASSET class at HCC. Mr. Grammer stated Monday, June 10, 2013 in the evening. HCC could host seventy (70) enrollees. The goal was to have twenty-five to thirty (25 - 30) as a maximum. HCC has three (3) trainers: one (1) is a State Police Sgt. and two (2) were Normal Police Officers.

Mr. Boyle questioned if HCC would be able to provide additional classes prior to July 1, 2013. Mr. Grammer responded affirmatively. He restated that HCC had three (3) trainers.

Commissioner Petersen requested a copy of the class syllabus.

Mr. Grammer noted that the course started with an alcohol IQ test. Students, (i.e. servers), were often heard saying "I didn't know that". Alcohol was a controlled substance. The goal was to lessen liability for the establishment and server. There were a variety of ways to slow the rate of alcohol consumption, (i.e. offering food and non alcoholic beverages). Another goal was to prevent extreme intoxication. Role playing was also a part of the class. He cited the City's draft ordinance which would require that a number of people be trained. He added that the ILCC recommended that all servers be BASSET trained. He noted that Paul Grazer, US Cellular Coliseum, participated in HCC's on site training for all of this establishment's staff. BASSETT training for all alcohol servers could be considered as part of the ordinance.

Commissioner Stockton noted certificate filing.

Commissioner Gibson questioned active enforcement. Commissioner Stockton cited police audits and spot checks. He hoped that there was limited turnover in managers.

Dennis Fries, 2103 Leland, addressed the Commission. He represented the Knight of Columbus, located at 1706 Dunn Dr. Generally, there was only one (1) bartender on duty. He believed that all of the Knights employees would have to be trained.

Commissioner Stockton noted that the draft ordinance would allow three (3) months to complete the training.

Mr. Boyle added that sixty (60) days had been allotted for managers. No time frame was specified for employees. He had seen ordinances which stated thirty to ninety (30 - 90) days from date of employment.

Mr. Fries stated that the Knights' current bartenders had been employed at the club for the past six to eight (6 - 8) months or longer. Generally, the Club has five (5) employees/bartenders. There was no full time manager. The Club had found it too expensive.

Commissioner Jordan hoped that a manager was always present. He questioned if the cost could be shared between the employer and employee. He noted that concerns had been raised regarding cost.

Tracey Covert, City Clerk, informed the Commission that the ILCC had offered the City a one (1) time free training.

Mr. Fries addressed the idea of cost sharing with employees. This training would be an investment in their job. An employee was also fined for a liquor violation.

Commissioner Stockton acknowledged that the time line would have to be based upon class availability.

Mr. Fries noted that the manager must be certified. Commissioner Stockton stated one or the other.

Mr. Boyle added that at the location there must be one (1) person on duty who is BASSET certified. The draft ordinance required that one (1) manager be BASSET certified per licensee and that the certificate be filed with the City Clerk's Office.

Commissioner Stockton noted that the Knights of Columbus was a club. He questioned who was responsible for the Club's well being.

Roger Longman, 1706 RT Dunn Dr., addressed the Commission. He also was with the Knights. He cited the turnover in club officers. The burden fell on the club officers. The Knights was a non for profit organization.

Commissioner Petersen questioned employee turnover. Mr. Fries restated that the majority of the current bartenders had been with the Club for six (6) months to a year.

Mr. Grammer restated that HCC would provide BASSET approved training class. HCC offered three (3) training providers. He added that liquor distributors might offer this training at no cost. There were other BASSET certified community colleges. There were other certified trainers in Central Illinois. Mr. Grammer added that the proposed ordinance should state "all training should state ILCC approved training".

Commissioner Stockton noted that the language contain in the draft ordinance was used to provide future flexibility.

Commissioner Petersen stated that the cost/time appeared to be minimal. He questioned if discount pricing was available. Mr. Grammer informed the Commission that the ILCC hosted free training in Normal during the summer 2012. HCC participated in same.

Jeff Fritzen, 114 Anthony Dr., Normal, addressed the Commission. He currently served on the Town Council and the BNCCC, (Bloomington Normal Community Campus Committee). He had attended the ILCC's college summit. He cited the ILCC's Winter Newsletter which contained a BASSET article. He read from the article which stated that BASSET training was a good investment. It provided a framework/foundation. Normal's ordinance failed in his opinion because it called for all employees to be BASSET certified. The BNCCC had enlisted various partners in the community. He expressed his interest in responsible server training. He expressed his hope that the Town would adopt the City's ordinance. He had spoken with Normal's license holders.

He noted that Tyler Holloway, owner/operator of Maggie Miley's located at 126 E. Beaufort St., Normal, had informed him that his insurance provider would provide server training. Pub II located at 102 N. Linden St., Normal, planned to pull together with other license holders to reduce the cost of the training. STEPS training was originally provided through grant funding. The program was not sustainable. The BNCCC approached HCC. He believed that if the City required BASSET training that HCC could handle the volume. He read from comment cards from past server training classes.

Server training addressed community health and safety. He acknowledged that this training was a cost of doing business. In 2012, there had been over 500 alcohol related emergency room visits and 325 of these involved individuals from eighteen to twenty-two (18 - 22) years of age. This was a community health issue. Over service was a large and difficult issue. The BNCCC believed that anyone who served the customer should be trained.

Phil Boulds, 1 Palm Ct., addressed the Commission. He was the owner/operator of Mugsy's located at 1310 N. Main St. He was not against education. He believed that some license holders needed more training than others. Bartenders and managers should be trained. He believed that license holders would be given an insurance discount if their employees were BASSET certified. He added that those with an "R", Restaurant, liquor license were required hold a food handlers license. This license required food handlers classes. He had had difficulty attending these classes. He requested that the Commission consider the time line. He also believed that some establishments did not need the training.

He informed the Commission that he had owned/operated Mugsy's for twenty-five (25) years. He cited his record. He had done a good job. He questioned how to insure that the people would use the education. He requested a ninety (90) day time line.

Commissioner Stockton acknowledged the challenge of class time. In the future, BASSET training might be available on line.

Cindy Anet, 15638 Crestwicke Dr., addressed the Commission. She owned/operated Rosie's located at 106 E. Front St. She noted that in Colorado an individual needed to be certified in order to be hired as an alcohol server. She believed that the cost should be placed upon the employee. In order for an individual to be hired as an alcohol server, he/she must be BASSET certified.

Commissioner Stockton stated that BASSET certification would make an individual more marketable. BASSET training would be a way of regulating people in general.

Mr. Fritzen noted that some Illinois communities require employees to complete BASSET training prior to commencement of employment.

Commissioner Stockton noted that the City would continue to accept feedback regarding this topic until April 1, 2013.

Commissioner Gibson cited the limited number of license holders who were present at this hearing. The Commission needed to hear the license holders concerns/questions. He wanted to know the impact upon their businesses.

Commissioner Stockton noted the mailing to all license holders. Ms. Covert added that the Public Hearing packet was placed on the City's web site. Commissioner Gibson believed that more input would be better. He believed that spring break was also this week.

Commissioner Stockton stated that this item would appear on the Liquor Commission's April 9, 2013 meeting agenda. He added that the Commission had been discussing this item for the past six (6) months.

Ms. Covert offered to call the ILCC and inquire about the free BASSET training.

Commissioner Stockton thanked those present for coming to the Public Hearing. He believed that BASSET training would be beneficial and practical.

There being no further business before the Commission, the hearing adjourned at 6:15 p.m.

Respectfully,

Tracey Covert, CRM, CMC, RMC
City Clerk

Section 3500.155 Curriculum Requirements

The program shall submit its curriculum to the Commission for review at the time of application for licensure. The curriculum shall include, at a minimum, information in the following areas of instruction:

- a) AREA 1: PHYSICAL PROPERTIES OF ALCOHOL, DRUGS & ALCOHOLISM - Blood alcohol concentration (BAC), alcoholism, the effects of alcohol and/or drugs on driving performance. BAC levels related to body weight, gender and amount of alcohol consumed per hour.
- b) AREA 2: PREVENTION & INTERVENTION TECHNIQUES - Maintenance of professional demeanor, use of alternative beverages, designated driver programs, visual and behavioral cues that may help participants recognize potential problems, assuring customer safety, refusal of service.
- c) AREA 3: ILLINOIS STATE STATUTES, LOCAL ORDINANCES, ILLINOIS DUI LAWS- Laws pertaining to the sale of alcohol and the differences between civil and criminal charges and the penalties each carries, Illinois DUI laws and associated penalties.
- d) AREA 4: PROPER IDENTIFICATION TECHNIQUES, POLICE POLICIES & EXPECTATIONS - Secretary of States procedures to ensure security of driver=s licenses and State ID cards, other acceptable forms of identification and enhanced identification techniques. Proper use of municipal support services (police, fire and paramedic services).
- e) AREA 5: DRAM SHOP LIABILITIES, INSURANCE, AND VICTIMS RIGHTS – Vicarious liability@, Athird party liability@, procedures for protection against possible litigation, State insurance requirements and legal terms used in litigation.

Section 3500.160 BASSET Programmatic Requirements

- a) The BASSET program shall include a minimum of three hours of classroom instruction for off-premises sellers and four hours for on-premises sellers and servers. This instruction may be offered in one entire session or scheduled in increments over a specified period of time. The program time can be adjusted to take into account new, innovative teaching methods if approved by the Commission.
- b) At the time of application for licensure, the program must specify how the required curriculum hours will be scheduled.
- c) BASSET programs shall design and administer a pre-test and post-test to participants to assess the program's effectiveness and any increase in knowledge in the curriculum areas. The pre-test and post-test must be submitted for review by the Commission at the time of application for licensure or prior to the provision of services.
- d) BASSET programs shall issue a certificate to each participant that it determines has successfully completed the course.

e) BASSET programs shall submit at the time of licensing a listing of all BASSET instructors.

f) Within ten days after the completion of an approved training course, the BASSET licensee shall submit to the Commission a roster. The roster shall include: the name, address, telephone number and date of birth of each student who successfully completed the training course and passed the required examination; the name and company of the BASSET trainer that conducted the course; the date each participant successfully completed the course; and whether the course was off-premises instruction only. The Commission will then issue BASSET cards to those participants who successfully completed the course. Replacement cards will cost \$15. These cards must be carried by the person whose name appears on the card if involved in the selling and/or serving of alcoholic liquor and local ordinance mandates BASSET training. A BASSET licensee may issue a temporary card to any person who has successfully completed its course. The temporary card shall be valid pending receipt of the card issued by the Commission but for no longer than 30 days after issuance of the temporary card.

g) Within 30 days after notification by the Commission, BASSET programs shall compile and submit, on a format designed by the Commission, a semi-annual report containing the following information:

- 1) The number of participants trained during the reporting period.
- 2) The number of BASSET courses scheduled and completed during the reporting period and the location of each course.
- 3) The total fees charged for BASSET training per course during the reporting period.
- 4) The number of businesses represented by participants completing BASSET programs and the respective counties of those businesses.

h) BASSET programs shall maintain a record of all participants who successfully complete BASSET training for a minimum of one year.

(Source: Amended at 32 Ill. Reg. 18300, effective November 14, 2008)

Section 3500.165 Program Fee

Programs shall submit, at the time of application or renewal of licensure, a fee schedule indicating the cost, if any, of the BASSET program. The program must notify the Commission within five calendar days of any change to the fee schedule.

BASSET- Beverage Alcohol Sellers and Servers Education and Training
"Training Servers to Serve Responsibly"

The Beverage Alcohol Sellers and Servers Education and Training (BASSET) program is the State of Illinois' seller/server training program. Under the licensing and regulatory auspices of the Illinois Liquor Control Commission (ILCC), the BASSET Program is designed to encourage sellers/servers of alcoholic beverages to serve responsibly and stay within the law.

The goals and objectives of the BASSET Program are:

1. Train and educate sellers and servers to engage in responsible alcohol service;
2. Spot signs of intoxication and utilize various intervention techniques;
3. Prevent DUIs and alcohol-related fatalities;
4. Stop underage sales and underage drinking;
5. Create safer communities and establishments where alcohol is served;
6. Educate owners, managers and staff on dram shop insurance, state laws, and local ordinances regarding alcohol service.

The ILCC encourages voluntary participation in these programs, and there are currently over 200 licensed BASSET providers throughout the State of Illinois. **Please note, there are also several municipal and county liquor licensing authorities who have established specific training requirements as a condition for employment in a liquor-serving establishment. Over 150 communities and counties currently have this requirement.** Owners, managers, and servers must check local ordinances for server training requirements. It is the responsibility of all Illinois license holders to be aware of state liquor laws, rules and regulations, and local ordinances.



FOR COUNCIL: April 22, 2013

SUBJECT: Analysis of Bids for Eagle View Park Construction

RECOMMENDATION/MOTION: That the bid for Eagle View Park Construction be awarded to Stark Excavating, Inc., in an amount not to exceed \$1,000,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City Infrastructure and Facilities; Goal 3 – Strong Neighborhoods; Goal 5 - Great Place to Live—Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: 2.d. - Well-designed, well maintained City facilities emphasizing productivity and customer service; 3.e. – Strong partnerships with residents and neighborhood associations; 5.a. - Well-planned City with necessary services and infrastructure.

BACKGROUND: ; Eagle View Park is identified in the 2005 East Side Plan Addendum to the 1997 Parks and Recreation Comprehensive Plan (see the attached excerpt referring to NP#1, neighborhood park #1, located east of Towanda-Barnes Road, halfway between Fort Jesse and General Electric roads). It is also listed as a priority in the Near Term of the 2010 Parks Master Plan Update (see attached) – due to the obligation for the Open Space Lands Acquisition and Development (OSLAD) Grant funding. After the completion of Gaelic Park, Eagle View Park rises to the highest priority in new park development in the current Parks Master Plan.

In June 2008, staff, with City Council approval from the May 12, 2008 meeting, applied for the OSLAD Grant from the Illinois Department of Natural Resources (IDNR) and was subsequently awarded a \$400,000 matching grant to develop Eagle View Park that carried an expiration date of December 31, 2011. The estimated cost to develop the park was set at \$1 million. The City of Bloomington signed the Resolution from IDNR, stating “The City of Bloomington hereby certifies and acknowledges that it has 100% of the funds necessary (includes cash and value of donated land) to complete the pending Open Space Lands Acquisition and Development (OSLAD)/Land and Water Conservation Funds (LWCF) project within the timeframe specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project termination which will also result in the ineligibility of the local project sponsor for subsequent IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.” A current concern is if the project is not bid out in a timely fashion, and construction progress has not been shown; then the City of Bloomington will not have met its obligation for “substantial” completion by December 31, 2013 as required by the grant.

On July 9, 2012, City Council authorized the hiring of park design firm, Planning Resources, Inc. to complete final park design, construction documents, bid development and construction management.

Staff inquired with the IDNR Grant Administrator about the possibility of another extension and was informed our project would not be considered for another extension until September or October, at which time if the request is denied it would be too late for construction to beat the December 31, 2013 deadline. The City Manager has requested from the IDNR Director that an

extension be considered now instead of the September or October time frame. The IDNR Director has denied that request.

On April 3, 2013 at 10:00 a.m., bids were publicly opened and read for the construction of Eagle View Park. Seven (7) firms obtained bid documents and two (2) bids were received.

The bids received were as follows:

FIRM	LOCATION	BID PRICE
Stark Excavating, Inc.	Bloomington, IL	\$1,039,842.35*
Rowe Construction	Bloomington, IL	\$1,106,442.65

*Low and recommended bid

Staff will meet and value engineer with the low bidder, Stark Excavating, Inc., in order to make changes to the project to bring the price in under the \$1,000,000 budget. The value engineering will make changes to the construction plan that will not affect the integrity of the project and will comply with all OSLAD Grant requirements. Section B, Paragraph 1.26 of the bid specifications explicitly gives the City the ability to decrease the scope of work to be done under this contract and to omit any work in order to bring the cost within available funds.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was placed in The Pantagraph on March 20, 2013 and two (2) bids were received on April 3, 2013. The City Purchasing Agent, IDNR and Eagle View subdivision neighbors.

FINANCIAL IMPACT: The FY 2013 Budget amendment passed by Council on Monday, April 8, 2013 appropriated \$1,000,000 for the construction of Eagle View Park in line item 40100100-72570 (Park Construction & Improvement). The City will receive a \$400,000 OSLAD grant to offset the total cost of the project, thus the net cost to the City will be \$600,000. The General Fund has sufficient unrestricted fund balance to offset the net cost of \$600,000. Since this project was not originally included within the FY 2013 Budget, Stakeholders will not be able to locate this purchase in the FY 2013 General Fund Budget Document.

Respectfully submitted for Council consideration.

Prepared by: John R. Kennedy, Director of Parks, Rec & Cultural Arts

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Map

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

Eagle View Park

Bloomington, Illinois

Final Concept

A) Concept Data:

- Parking - 64 Total (22 Phase 1)
9 Carpool priority spaces
- Multi-Use trail - ± 0.75 miles

B) Sustainable Initiatives:

- Bioswale infiltration area
- Native plantings/ prairie
- Permeable paver (option)
- Balanced cut and fill grading
- Bicycle parking
- Carpooling spaces
- Recycling bins

C) Stormwater Management:

- Detain stormwater on site to reduce amount sent to sewer
- Reduce pollution by treating stormwater on site with bioswales, rain garden and optional green roof
- Reduce impervious surfaces with the use of permeable pavers (Option)

D) Reduced Maintenance:

- Use of native/ non-invasive plants and low mow turf alternatives reduce mowing

E) Social Capital:

- ADA Accessible
- Social gathering spaces
- Bike and pedestrian linkages
- Interpretive signs that speak to the sustainable principles





FOR COUNCIL: April 22, 2013

SUBJECT: Alternative A: A Managed Competition Statement establishing the goals, proposed benefits, principles, and process of administration. Alternative B: Improved Delivery of City Services Statement

RECOMMENDATION/MOTION: That Council provide staff with direction in the manner in which the City evaluates the efficiency and effectiveness of service delivery through the adoption of a Managed Competition Statement or an Improved Delivery of City Services Statement for the purpose of providing transparent, quality, basic municipal services at competitive market rates.

STRATEGIC PLAN LINK: Goal 1 – Grow Local Economy; Objective – City services delivered in the most cost-effective, efficient manner

STRATEGIC PLAN SIGNIFICANCE: The mission of the City is to be financially responsible providing quality, basic municipal services at the best value. As stated in the City’s Strategic Plan, the principles of the Mission to be financially responsible are:

- Maintaining reserves consistent with City policies
- Delivering services in the most cost-effective manner
- Focusing on core city services
- Maintaining and enhancing City’s bond rating
- Partnering and contracting with private sector
- Transparency and understanding of how the City and contractors spend tax dollars
- Growth paying for growth – services and infrastructure

At the request of the City Council, staff has prepared a managed competition statement to assist the City in its endeavor to remain financially responsible providing quality, basic municipal services at the best value.

BACKGROUND: Over the past several decades, the role of government as a monopolistic provider of public services has evolved into a role as a partner with the private and non-profit sectors in the delivery of public services. More consistently, local governments have chosen to involve others in service delivery due to limited and/or declining resources, increased demands, and to the recognition that partnerships can leverage the quality and cost effectiveness of services delivered to the public. At the same time, local governments continue to deliver many services competitively in-house and also retains the responsibility for core services that require a certain level of government control and accountability.

In the Spring of 2009, with the overarching goal of providing quality services to the public in a cost effective manner, Council indicated their interest in introducing elements of managed competition to programs and services offered by the City. In January 2010, the City Council unanimously adopted the 2010 > 2015 > 2025 Strategic Plan with a goal of delivering quality basic services in the most cost-effective, efficient manner in efforts to remain a financially sound City. In April 2010, City staff participated in a fact finding visit to Glenview, IL to learn more about the City’s managed competition program and historical successes. A report on staff’s research and findings were presented to Council in September 2010 which included organizational and demographical comparisons of both municipalities. To date, staff has

continued to research policy initiatives such as managed competition and alternative service delivery methods. City staff members have reached out to City leaders in Carrollton, Texas, a city with a 10+ year mature managed competition program, to learn more about their experiences with such an initiative. It was discovered that in Carrollton, Texas managed competition very rarely resulted in bidding out services and the City discovered in many respects that City workers, once required to go through the research process, became highly competitive when compared to the private sector.

Managed Competition and Alternative Service Delivery Methods have also resulted in bringing services in-house and under the purview of the City workforce. The City of Bloomington has already experienced instances where services were abandoned by the private sector and taken on by the City. Emergency Medical Services (EMS) have not always been a City provided service. In 2006 and 2007, the City prepared for and transitioned EMS services in-house from the private sector as the hospitals in the City signified their intent to discontinue the provision of the service. A clear Managed Competition statement will assist the City in providing a framework for the analysis required to make the decision to expand and/or reduce City services.

City leadership is currently making significant investments to ensure employees are providing efficient service delivery and competitive to private market operations. FY 2012 the City purchased 4 automated recycle trucks costing \$290,396 per vehicle for a total investment of \$1,161,584. In FY 2013, the City purchased 7 automated garbage trucks for a total investment of \$2,130,985. This transition to automated refuse and recycle collection will result in a reduction of costs, provide for a safer work environment for City employees and implement best practices in the field of solid waste management.

The proposed statement (Alternative A) has been amended from the January 14, 2013 Managed Competition Policy presented to Council. Staff has refocused some of the language in the current proposed statement to be more reflective of the ideals of fair and equitable treatment of City employees while encouraging cost effective and competitive service delivery. Included in the "Process" section of the current proposed statement is the inclusion of guidelines for facilitating a managed competition process as it pertains to instances where services may be transferred to outside agencies.

With the guidance and direction from Council, staff recommends a managed competition statement be adopted to provide transparency and accountability to tax paying constituents in the cost for City provided services. The proposed Managed Competition Statement shall serve as the City's framework in the evaluation of City performance measures, including cost, while enhancing the accountability and transparency to citizens and local stakeholders.

Included for alternative Council consideration is an Improved Delivery of City Services statement authored by Mayor Stockton. This statement is provided to Council for the purpose of adoption in lieu of a managed competition policy. The statement would provide direction in the City's approach to evaluating services. The simplified statement (Alternative B) is being offered as a less involved and procedural process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

City Unions Invited to Informational Meeting:

362 Support Staff

362 Inspectors

362 Parking Attendants

Local 699 Public Works & Parks
 Lodge 1000
 Local 49
 Unit 21
 Sgts and Lts
 Telecommunicators

FINANCIAL IMPACT: The FY 2014 Budget dedicated funds for technical consultant services, expert visitors, and performance auditor services on an as needed basis. Costs associated with these competitive service analyses and consulting services have the potential to be outweighed by potential savings due to managed competition practices.

Respectfully submitted for Council consideration.

Prepared by: Alex McElroy, Assistant to the City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:



David A. Hales
 City Manager

Attachments: Attachment 1. Alternative A - Managed Competition Statement
 Attachment 2. Alternative B - Statement on Improved Delivery of City Services

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

CITY COUNCIL STATEMENT ON MANAGED COMPETITION

The City Council wishes to provide efficient and effective municipal services at the highest quality and the lowest cost. In the evaluation of the most efficient and effective way to provide municipal services, the City shall introduce free market principles to encourage a competitive environment in efforts to maintain lower operational costs while retaining high quality services.

Rationale

The process of examining current service levels, identifying costs associated with service delivery, and evaluating future needs encourages transparency and accountability to tax paying constituents. Fostering a competitive environment enhances the City's ability to ensure lower costs are achieved while the quality of services remains high.

Goals of Competition

The goals of a competitive process extend beyond cost factors and shall reflect a breadth of qualities which align with the broader public interest.

- Increase responsiveness to citizenry through flexible service delivery.
- Increase efficiencies in service delivery.
- Improve and/or sustain quality and levels of service provided.
- Encourage creativity and innovation in the delivery of services.
- Identify opportunities to leverage resources.
- Reduce costs and/or avoid costs.
- Ensure the City's mission and scope of services evolves with the changing environment.

Benefits of a Competitive Process

- When a public service participates in a competitive process, management and employees must determine exactly what work is accomplished on a daily basis. While this may seem rudimentary, this process may reveal additional work being completed which management and/or department leaders were not aware.
- During a competitive process, City employees should feel empowered to suggest ways of improving efficiency in their daily work. As service departments match budget dollars to tasks performed and involves employees in the process, the creative ideas of employees can be unleashed for the betterment of the work environment. If employees feel management is listening to their ideas, a more cohesive workplace is possible.
- Employees involved in the competitive process participate and contribute with increased energy and incentive. Competition with the private sector is an excellent motivator for City employees.
- The teamwork environment of a competition effort builds a stronger service program with a more cohesive workforce. Employees and management are motivated to work together as a team, not just as individuals.
- Service program audits provide employees feedback on performance levels they may have never received before. The competition process gives employees and management clear goals, and dollar savings to strive for each quarter.
- Competition builds a sense of pride within service departments and among the employees themselves. When a department wins a competition effort, the entire service department and the entire City workforce are proud of the winning department.

Principles

The premise of the Managed Competition process is that competition in the marketplace produces value for customers and that either in-house or alternative service delivery methods may produce superior value for citizens.

- Fair and respectful treatment of employees shall be a cornerstone of Managed Competition. To achieve the participation and acceptance of City Employees, the City shall involve employees throughout the development and implementation process. The City shall establish appropriate structures to ensure on-going participation of the employees, including but not limited to, labor and management teams and employee surveys.
- The City's commitment to employment stability for City employees affected by the competition process shall be dependent upon employee and union commitment to flexible redistribution of resources, such as alternative career paths, broadened class specifications, and other measures to allow employees to assume greater and/or different responsibilities in a cost effective manner.
- The implementation of the competition process shall be consistent with other City policies, collective bargaining agreements and public policy goals.
- The City shall make every reasonable effort to enhance the ability of employees to compete successfully on an on-going basis.

Process

- The Council will have final approval of services to be examined for service contracts. This approval process will include a systematic assessment of current City services to determine the appropriate level of service to be provided, whether by City employees, by private contractor, by consolidation of services or by other means. The City Manager will recommend to the Council specific services to be considered for service contracts.
- The Council will determine whether the cost to provide a service in-house is provided at the lowest cost consistent with service level standards. If the actual cost of providing a service is about the same whether achieved by City staff or private contractors, competitive bidding may be used to examine other factors to determine if it would better further City goals by providing the service using employees, private contractors, or by some other means. Impacted employee groups will be provided with an opportunity to participate in the bidding process.
- Any service considered for competitive bidding will be evaluated in conjunction with other Council priorities and policies. The assessment will help determine which services will be subject to competitive proposal and in what amount, and to identify any special provisions which may need to be included in specifications.
- It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the parties recognize that in the interests of efficiency or economy, a managed competition process may be implemented. After evaluation through the managed competition process if the City chooses an option which results in significant deviation from past practice and where the implementation of the process will result in the layoff of one or more bargaining unit employees, the City will notify the Union and offer the Union an opportunity to negotiate the decision to subcontract such work, provided:
 - If the Union desires to negotiate, it shall provide the City with written notification no later than ten (10) business days following receipt of the City's notice. Failure to timely request negotiations will entitle the City to proceed with subcontracting.
 - Such negotiations shall begin not less than ten (10) business days following the date the City receives the Union's demand to bargain unless mutually agreed otherwise.
 - Such negotiations conclude not later than sixty (60) calendar days after the City's original notice to the Union, absent mutual agreement otherwise. Absent conclusion of such negotiations in a timely manner, the City may proceed to implement such decision.
- The impact or effects of such decision have been pre-bargained and the parties have agreed that any non-probationary employee who is laid off as a result of the City's decision to subcontract out work shall:
 - Be paid for any earned unused vacation and personal days. In the event that a laid off employee is laid off employee is recalled, he/she regains any accumulated sick time that existed prior to layoff;
 - Remain on the City's recall list for a minimum of two (2) years plus one (1) additional

month for each year of service to a maximum of five (5) years. Seniority shall accumulate during such absence.

- Be eligible to bid on posted positions while on the recall list and provided the employee has the required knowledge, skill, and ability be given preference over non-City applicants and current non-full time employees, provided such is not in any violation of any City collective bargaining agreement.

Challenges

- Efforts will be made to minimize the impact on current City employees affected by competition. Each competition recommendation will include an assessment of the effect on employees and recommendations to manage any negative impact upon the workforce.
- An assessment of the best way to provide a level playing field for the City and for all potential private service providers will be made. This assessment will take into account the level of importance the public places on specific City services and will endeavor to address that factor in the proposal process and bidding specifications.

City Council Statement on Improved Delivery of City Services

A key goal of our municipal government is to optimize the quality of life for our citizens at a reasonable cost. City services, especially for public safety, are vital components of quality of life; however, our government cannot provide everything to everybody and must prioritize and balance costs with available revenues. We must ensure that our services are provided responsively and efficiently. Protecting the value of our taxpayers' dollars requires that we continually evaluate which services we provide and how we provide them. We will – in partnership with employees and contractors – be responsive to both diminishing and emerging public needs, carefully monitor our costs and performance, actively seek and adopt creative new ideas and innovative technologies, compare alternative methods and adopt best practices as appropriate, and openly discuss potential changes with each other to draw out the knowledge, experience and dedication of all stakeholders. Our collective goal is to make our city a better place for living, working, and visiting. We will continue to improve upon our competitive ability to retain and attract both jobs and citizens to enhance our mutual prosperity into the future.