

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA

109 E. OLIVE

MONDAY, NOVEMBER 25, 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. John M. Scott Board Appointment Affirmation – Tim Buffey, MD of Advocate BroMenn**
- 6. “Consent Agenda”**
 - A. Council Proceedings of November 12, 2013 and Work Sessions of September 23, 2013 and November 12, 2013. (Recommend the reading of the minutes of the previous Council Proceedings of November 12, 2013 and Work Sessions of September 23, 2013 and November 12, 2013 be dispensed with and the minutes approved as printed.)**
 - 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. Appointment to John M. Scott Health Resource Center. (Recommend that the Appointment be affirmed.)**
 - D. Severance Agreement for Todd Greenburg. (That the Council authorize City Manager David A. Hales to sign the severance agreement that has been negotiated with Corporation Counsel Todd Greenburg.)**
 - E. Professional Engineering Services Agreement with Maurer-Stutz Engineers and Surveyors for the Design of Lutz Rd. Improvements: Morris Ave. to Luther Oaks. (Recommend the price from Maurer-Stutz Engineers and Surveyors for Design Services, in an amount not to exceed \$59,144.61, be accepted, the contract approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- F. **Professional Engineering Services Contract with Farnsworth Group, Inc. for Downtown Street Lighting Master Plan Services. (Recommend the price from Farnsworth Group, Inc. for a Professional Engineering Services Contract, in an amount not to exceed \$74,670, be accepted, the contract approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
 - G. **Microsoft Software Enterprise Agreement License Renewal. (Recommend the payment to CDWG, Inc. for the 2013 Microsoft Enterprise Agreement (EA) for software maintenance, support and licensing in the amount of \$112,044.04.64 be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
 - H. **Enter into a Lease Agreement with Pitney Bowes for a Connect + 3000 WOW Postage Machine. (Recommend that the Lease Agreement with Pitney Bowes for a Connect + 3000 WOW Postage Machine be approved in the amount of \$41,400 over sixty (60) months, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
 - I. **Request to enter into an Early Order Program with Supreme Turf (the distributor) for procurement of Syngenta and BASF (the manufacturers) golf course chemicals from a single source. (Recommend that participation in an early order discount program for the purchase of various Syngenta-branded and BASF branded chemicals for golf turfgrass management for the 2014 golf season and use of Supreme Turf as the local distributor for these products be approved, and that the Purchasing Agent be authorized to issue a Purchase Order for same.)**
 - J. **Fiscal Year 2014 Budget Amendment for the Community Development Block Grant (CDBG) in the amount of \$556,487. (Recommend the Amendment be approved and the Ordinance passed.)**
- 7. “Regular Agenda”**
- A. **Presentation of the FY2013 Comprehensive Financial Annual Reports as Audited by Sikich. (Presentation only.) (30 minutes)**
 - B. **Financial and Programmatic Policy Options Related to the Solid Waste Program. (Recommend the Text Amendment to Sections 300.7 and 301.6 and addition of Sections 301.7 and 301.8 to Chapter 21 of the Bloomington City Code be approved and the Ordinance passed.) (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: November 25, 2013

SUBJECT: Council Proceedings of November 12, 2013 and Work Sessions of September 23, 2013 and November 12, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of November 12, 2013 and Work Sessions of September 23, 2013 and November 12, 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 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Council Proceedings of November 12, 2013 and Work Sessions of September 23, 2013 and November 12, 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. Draft Council Proceedings for November 12, 2013
 Attachment 2. Draft Work Session Proceedings for September 23, 2013 and November 12, 2013

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

**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, November 12, 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, Kevin Lower, David Sage, Robert Fazzini, Jennifer McDade, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

City Manager David Hales, City Clerk Tracey Covert, and Asst. Corporate Counsel Rosalee Dodson were also present.

Staff absent: Todd Greenburg, Corporation Counsel.

PUBLIC COMMENT: Mayor Renner 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.

Dan Donath, 3713 Gina Dr., addressed the Council. He thanked them, David Hales, City Manager, and Patti-Lynn Silva, Finance Director, for the Pension Funding Policy. This policy told the City where it was at today and where it was going in the future. This policy was a plan for the future. In 1993, the Illinois Municipal League encouraged legislation to change pension funding. The IPPFA, (Illinois Public Pension Fund Association), sued the state. Municipalities have to pay for this benefit. In 2008, the Council increased its contributions to the Police and Fire Pension Funds. The actuary used five (5) year smoothing. During the global recession, a number of police and fire pension funds had to sell investments to cover losses. The City's Police Pension Fund did not have to take this action. This fund was doing great. It appeared that the Council was willing to follow a different path. The Council's decision would effect future generations.

Alton Franklin, 508 Patterson Dr., addressed the Council. He had a few things on his mind. He addressed the change order regarding the Market St. Parking Garage. He suggested that the Council memorandum contain a summary sentence, (i.e. final payment, emergency, etc.) He also addressed the Pension Funding Policy. He cited five (5) year versus ten (10) year phase in for pension funding. A ten (10) year phase in would cost more. The Council has started movement on this issue. He believed that this was on the minds of the City's uniformed personnel.

The following was presented:

SUBJECT: Council Proceedings of October 28, 2013 and Work Session Minutes for January 18, 2012, November 9 & 10, 2012 and October 28, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of October 28, 2013 and the Work Session Minutes for January 18, 2012, November 9 & 10, 2012 and October 28, 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 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Council Proceedings of October 28, 2013 and the Work Session Minutes for January 18, 2012, November 9 & 10, 2012 and October 28, 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 Fazzini, seconded by Alderman Black that the reading of the minutes of the previous Council Proceedings of October 28, 2013 and Work Session Minutes for January 18, 2012, November 9 & 10, 2012 and October 28, 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, Lower, Fazzini, Sage, Fruin and Black.

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 November 6, 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 Fazzini, seconded by Alderman Black 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order for the Market St. Parking Garage Repairs in the Amount of \$10,083.08

RECOMMENDATION/MOTION: That the Amendment to the contract with J. Gill Co. for repairs to the Market St. Parking Garage in the amount of \$10,083.08 be approved.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

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

BACKGROUND: On July 8, 2013, Council approved the bid of J. Gill Co., South Holland, IL, in the amount of \$414,393, for repairs to the Market St. Parking Garage. On September 9, 2013, Council approved the bid of Union Roofing Co., Chenoa, IL, in the amount on \$41,990, for the replacement of the Post Office roof at the Market St. Garage. A total of \$550,000 was budgeted for both activities.

The plans and specifications for the garage repair were developed in spring 2012, and the extra work was not included in the July 2013 bidding documents. This Change Order reflects wear and tear of the garage between the time the plans and specifications were developed and the work was completed. This Change Order was reviewed by Walker Restoration Consultants, the engineering firm, retained by the City, and deemed necessary.

The breakdown of the Change Order is:

Repair existing top level traffic coating	\$4,450.00
Replace expansion joint at level 3	<u>\$7,800.00</u>
Sub Total	\$12,250.00
Credit for changing material used in stair well from traffic coating to a penetrating sealer	<u>(\$2,166.92)</u>
Total Change Order Amount	\$10,083.08

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT:

Market St. Garage Repairs Bid Price	\$414,393.00
Post Office Roof Bid Price	41,990.00
Garage Repair Change Order #1	<u>10,083.08</u>

Total for both Activities **\$466,466.08**

A total of \$550,000 was budgeted for both activities. The final cost will result in this project being \$83,533.92 under budget. No change orders are expected for the roof replacement.

Stakeholders can locate the funding for the Market Street Garage Repair which included the roof replacement in the FY 2014 Budget in the book titled “Other Funds & Capital Improvement Program” on pages 106, 274 and 300. The funding source for the project is the Capital Improvement Fund-Buildings (40100100 - 72520).

Respectfully submitted for Council consideration.

Prepared by: Robert F. Floyd, Facilities Manager
Reviewed by: Mark R. Huber, Director - PACE
Reviewed by: Barbara J. Adkins, Deputy City Manager
Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance
Legal review by: Rosalee Dodson, Asst. Corporation Counsel
Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Black that the Change Order be approved.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Severance Agreement for Todd Greenburg

RECOMMENDATION/MOTION: That the Council authorize City Manager David A. Hales to sign and enter into a Severance Agreement with Corporation Counsel Todd Greenburg.

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

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

BACKGROUND: Mr. Greenburg has provided an extended and unique service to the City. He was hired by the City as Asst. Corporation Counsel on July 16, 1990. On August 1, 1990, he was promoted to Corporation Counsel for the City. During his tenure as Corporation Counsel, he represented the City in hundreds of cases in state and federal court. He personally briefed more than twenty (20) cases before the Fourth District Appellate Court of Illinois, and personally briefed and argued one (1) case before the Illinois Supreme Court. Mr. Greenburg drafted numerous ordinances during his twenty-three (23) years with the City, including innovative approaches to regulation of chronic nuisance properties which harm neighborhood property values, an ordinance regulating parolee group homes which was the first of its kind, and an ordinance prohibiting loitering under circumstances giving rise to a suspicion of selling illegal drugs. He routinely drafted and reviewed a wide range of contracts involving the City, including multiple collective bargaining agreements.

Mr. Greenburg has decided to retire from his position. In recognition of his extended service, staff recommends that the Council authorize Mr. Hales to sign a severance agreement for Mr. Greenburg.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Emily Bell, Director of Human Resources

Legal review by: Benjamin E. Gehrt, Clark Baird Smith LLP

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Black that City Manager David A. Hales be authorized to enter into and sign a Severance Agreement with Corporation Counsel Todd Greenburg.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of the FY 2014 Sump Pump Drainage Contract

RECOMMENDATION/MOTION: That the bid for FY 2014 Sump Pump Drainage be awarded to George Gildner, Inc., the pricing be accepted, in an amount not to exceed \$100,000, 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 and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2c. Functional, well maintained sewer collection system and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This contract, (City Bid 2014 - 31), involves the construction of sump pump drainage systems throughout the City. Bids for the contract were received until 2:00 p.m. Monday, October 28, 2013 in the Office of the City Clerk. Four (4) bids were received and opened in the Clerk’s Office. A bid tabulation of all bids was provided to the Council. Since the project involves the installation of sump pump systems throughout the City and all locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.	\$101,470 (Low Bid)
Mid-Illinois Mechanical	\$115,830
Hoerr Construction Company	\$136,865
Stark Excavating, Inc.	\$206,795
Budget	\$ 100,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in the Pantagraph on October 14 and 21, 2013 and a pre-bid meeting was held at 1:00 p.m. on October 21, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: This is budgeted in the FY 2014 budget under Storm Water - Sump Pump Drainage (53103100 - 70554). Stakeholders may locate this in the FY 2014 Budget Book titled “Other Funds & Capital Improvement Program” on page 171.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Black that the bid for FY 2014 Sump Pump Drainage be awarded to George Gildner, Inc. the pricing be accepted, in the amount not to exceed \$100,000, 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Extension of Fuel Agreement for Fleet Vehicles and Equipment

RECOMMENDATION/MOTION: That the Fuel Purchasing Agreement with Evergreen FS be extended for one (1) year and the Purchasing Agent authorized to issue a Purchase Order for same.

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

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

BACKGROUND: In 1999, the City fuel contract was let out for bid and awarded to Evergreen FS for a three (3) year period. From 2002 to 2008, the contract was extended in two (2) year intervals after checking with other vendors to see if the current vendor was competitive. On February 11, 2008, Council approved an extension with Evergreen FS until April 30, 2009. On December 9, 2008, a bid package was let out for the City's annual fuel purchase and only one (1) bid package was returned. At the January 12, 2009 Council meeting, the bid was opened and staff recommended the bid be awarded to Evergreen FS from May 1, 2009 to December 31, 2010 with four (4), one (1) year renewal options. On October 25, 2010 the first of four (4), one (1) year renewal options was approved by Council. This is the last renewal for the fuel agreement. The City will let out a bid for its fuel requirements in Fiscal Year (FY) 2015. Staff emphasized the best time to purchase fuel as November and December.

Evergreen FS is the only known vendor that can meet all of the current contract specifications. These services include, bulk fuel transport to the bulk tank at the Public Works fuel station, deliveries to various smaller fuel tanks at the parks, golf courses, emergency generators, and to fire apparatus at working fires. It also includes a fuel card to purchase fuel from local FS stores when the Public Works Department fuel station is out of service for maintenance. FS operates and maintains a local tank farm with the ability to deliver fuel from the tank farm to the City in the event of a natural or manmade disaster. The City used this service last winter during a big snow event when bulk fuel transports could not deliver fuel. Evergreen FS offers a fuel risk management program that allows schools, (a total of eighteen in the area), and municipalities, (Bloomington Normal Public Transit and Town of Normal participated last year), to pool their fuel purchases for volume discounts and guaranteed fuel costs. Evergreen FS provides fuel storage tank sampling and testing with storage tank maintenance recommendations at no charge to the City on an annual basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 Fleet Management Budget has proposed \$1,509,961 for gasoline and diesel fuel for City vehicles and equipment. The \$1,509,961 will be budgeted in the Fleet Management - Fuel (10016310 - 71070). Stakeholders can locate the FY 2014 budget for this line item account in the FY 2014 Budget book titled "Budget Overview & General Fund" on page 359.

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: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Black that the Fuel Purchasing Agreement with Evergreen FS be extended for one (1) year and the Purchasing Agent authorized to issue a Purchase Order.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Illinois Housing Development Authority Grant Programs

RECOMMENDATION/MOTION: That Council approve the City's application to the Illinois Housing Development Authority (IHDA) for the Abandoned Properties Program (APP) and temporarily suspend application renewal to IHDA's Single Family Owner Occupied Rehabilitation (SFOOR) Program.

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

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

BACKGROUND: Council approved the City's application to IHDA in 2010 and again in 2012 for their two (2) year SFOOR grant program. The current grant term will end August 2014. Community Development requests a temporary suspension of this program due to staff retirement and time needed to train replacement staff.

In the interim, IHDA has recently introduced the APP grant for counties and municipalities within the state. Grant funds may be used for securing, maintaining, demolishing or rehabilitating abandoned homes. The maximum grant award is \$75,000; however, a waiver of the maximum grant amount may be requested. The City must illustrate capacity, need and impact in order to be considered for this waiver. In no case may any grant exceed \$250,000.

These grant funds would help offset City General Fund dollars expended for Code Enforcement and Community Development Block Grant (CDBG) Funds expended for demolition activities. This program appears to involve less paperwork than the IHDA's SFOOR program, thus easier to maintain during staff training. Grant applications are due to IHDA by December 6, 2013.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Receipt of these funds would help offset some of the General Fund and CDBG monies expended on the maintenance of abandoned properties/lots; (i.e. grass/weed abatement, securing a property, demolition, etc.).

Respectfully submitted for Council consideration.

Prepared by: Sharon A. Walker, Division Manager - Code Enforcement

Reviewed by: Mark R. Huber, Director of PACE

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Black that the application to IHDA for the APP be approved and the City temporarily suspend renewal application to IHDA's SFOOR Program.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Client Agreement with Blue Cross/Blue Shield of Illinois (Blue Cross) for Third Party Administrator (TPA) Services and Individual Stop Loss (ISL) Insurance for the Employee and Retiree Preferred Provider Organization (PPO) Health Plans; Client Agreement with Health Alliance Medical Plans (HAMP) for Employee and Retiree Health Maintenance Organization (HMO) Plan Option; Client Agreement with Blue Cross for TPA Services for the Employee and Retiree Dental Plan

RECOMMENDATION/MOTION: That the Client Agreements be approved 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: Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: This item was held over from the Council meeting of October 14, 2013. Since that meeting, the only item which has changed is the Individual Stop Loss for the PPO plan. Previously Blue Cross/Blue Shield quoted \$53.72 per employee per month (PEMP). Mr. Sauder was able to negotiate a lower fee of \$51.04 PEPM which has been included herein.

The City provides health, dental and vision options to its employees and retirees. The contract and plan years for these benefits are January to December. Employees and retirees have a choice between two (2) City provided health plans: a PPO plan and an HMO plan. All employees and retirees who choose either the PPO or the HMO plan are now either on the \$400 deductible PPO plan or the \$20 copay HMO plan. Sworn police personnel have an additional option of a union plan which is not a part of this memorandum. The City has used the broker services of Phil Sauder, Clemens and Associates, in procuring and assisting with these benefits and the group life insurance plan.

The PPO plan elements consist of medical and pharmacy claims, administrative fees and individual stop loss. The pharmacy benefit management portion of the plan is administered by Catamaran, a separate entity, and the contract for those services was approved by Council at the October 22, 2012 meeting.

The PPO plan is self-insured by the City whereas the HMO plan is fully insured. With a self-insured plan, the City holds the risk that the claims will not exceed planned expenses. Stop loss insurance covers some of this risk. In a fully insured plan, the insurance company holds the risk that plan expenses and a profit margin will be covered by the premiums charged.

Blue Cross PPO Administration: The City utilizes Blue Cross as its TPA, (Third Party Administrator), to administer its employee and retiree PPO health plan. Through the Administrative Services Only (ASO) arrangement the City's plan members have access to the Blue Cross provider network, provider discounts and a variety of services for members and to assist City administrative staff. *For calendar year 2014, there will be no increase to the Blue Cross ASO rate.* It will remain at \$47.43 PEPM.

Blue Cross also charges an Illinois Facility Access Fee enabling them to develop and maintain an extensive discounted provider network. The Illinois Facility Access Fee is based on Illinois inpatient hospital claims and is a percentage of the savings resulting from the Blue Cross discounting arrangements with the providers. ***There is no change to the Facility Access Fee for calendar 2014.***

Individual Stop Loss (ISL) for PPO Plans: Individual Stop Loss, (ISL), or reinsurance, insures the City in the event that any member of its PPO health plan incurs catastrophic claims during the plan year in excess of a certain dollar amount known as the “deductible”. In 2012, the ISL deductible was increased to \$155,000 from \$145,000. Mr. Sauder and Blue Cross have analyzed the specifics of the City’s PPO claims and ***recommended no increase to the deductible for 2014.***

The revised price for the stop loss of \$51.04 PEPM is 9.6% over the 2013 rate. This represents a decrease of \$13,346 in the projected annual cost from the quote presented at the October Council meeting. The stop loss covers medical claims paid through Blue Cross and not the pharmacy claims which are administered by a separate company, Catamaran. Last year the City through the request for proposal process awarded the pharmacy benefit management program to Catamaran which was the low cost responder. Blue Cross has explained that they will not provide stop loss coverage on pharmacy claims administered by other companies.

PPO Total Costs: The following shows the total projected plan totals for calendar years 2013 and 2014. The medical claims figures were developed by Blue Cross actuaries.

PPO - Medical Only - (non-pharmacy)

	2013 Plan Year	2014 Plan Year	Percent Change
Projected Enrollees	464	442	-4.7%
Projected Net Paid Medical Claims	\$4,155,064	\$3,907,139	-6.0%
Administration Fee	\$264,090	\$251,569	-4.7%
Illinois Facility Access Fee	\$46,977	\$44,928	-4.4%
Individual Stop Loss	\$259,190	\$270,716	4.4%
Broker Fee	\$9,500	\$9,500	0.0%
Total Projected costs	\$4,734,821	\$4,483,852	-5.3%
Recommended Change in Reserves	\$18,555	\$-4,629	-124.9%

Plan premiums need to include an amount for the pharmacy benefit. To cover the anticipated increase to pharmacy expenses, ***PPO premiums will increase 2.6% in 2014 over the 2013 premiums with the increase generated by anticipated increases in pharmacy claim costs.*** Premiums are shared on average, as seventy-five percent (75%) by the City and twenty-five percent (25%) by employees. Retirees pay the full premium.

PPO - Full Monthly Premium Equivalents – Including Rx

Coverage Level	Number of Enrollees	2013 Plan Year	2014 Plan Year	Percentage Change
Employee Only	195	\$549	\$566	3.1%
Employee + One	89	\$1,190	\$1,211	1.8%
Family	122	\$1,873	\$1,923	2.7%
Medicare Primary - Single	27	\$549	\$564	2.7%
Medicare Primary – Ret. + 1	9	\$1,061	\$1,084	2.1%
Annual Total Projected Cost	442	\$5,590,116	\$5,735,459	2.6%

Health Alliance Medical Plan (HAMP) HMO: The City utilizes HAMP to provide an HMO health plan option to its employees and retirees. This is a fully insured product.

The HAMP HMO premiums are increasing 15.8% for 2014 over those for 2013. The high increase is due largely to claim experience and also includes a 3.7% increase to cover Affordable Care Act taxes. Based on 118 enrollees, the estimated total cost for the calendar 2014 plan year is \$1,931,880. Staff anticipates that some employees currently enrolled in the HMO will switch plans given the increase so that total enrollment and total costs for this plan will be lower than projected here.

HMO - Full Monthly Premiums

Coverage Level	Number of Enrollees	2013 Plan Year	2014 Plan Year	Percentage Change
Employee Only	38	\$571	\$661	15.8%
Employee + One	16	\$1,122	\$1,300	15.9%
Family	64	\$1,552	\$1,798	15.9%
Annual Total Projected Cost	118	\$1,667,736	\$1,931,880	15.8%

Dental Plan: The City uses Blue Cross to administer its self-funded employee and retiree dental plan. Through the contract the City has access to a small local and nationwide provider network and the discounts which Blue Cross has negotiated.

The dental premium equivalents are comprised of an administrative fee and an actuarial projection of claim costs for plan participants. The following shows the total projected plan totals for calendar years 2013 and 2014. The dental claims figures were developed by Blue Cross actuaries.

Dental Plan

	2013 Plan Year	2014 Plan Year	Percent Change
Projected Enrollees	661	663	0.3%
Projected Net Paid Claims	\$485,518	\$470,279	- 3.1%
Administration Fee	\$32,125	\$32,222	0.3%
Total Projected Cost	\$517,643	\$504,217	- 2.9%

	2013 Plan Year	2014 Plan Year	Percent Change
Recommended Change in Reserves	\$3,109	\$1,716	-44.8%
Recommended Premium increase			- 3.3%

Dental - Full Monthly Premium Equivalents

Coverage Level	2013 Plan Year	2014 Plan Year	Percentage Change
Employee Only	\$31.11	\$30.08	-3.3%
Employee + One	\$62.62	\$60.55	-3.3%
Family	\$94.80	\$91.67	-3.3%

Due to the projected decrease in claims and no increase to the administrative fee, *dental premiums will decrease by 3.3% for 2014 over 2013*. The City shares the costs of this plan equally (50%/50%) with its employees. Retirees pay full premium costs (0% City/100% retiree).

ALDERMANIC COMMITTEE BACKGROUND: Preliminary information was presented to the Administration and Finance Committee on September 10, 2013 by City staff and Phil Sauder, Clemens and Associates. Mr. Sauder believed that he would be able to obtain price reductions from the quotes he had at that time and the Committee made no recommendations during its meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total amounts cited above represent the anticipated full cost to provide health and dental insurance for employees, retirees and Township employees. The Township reimburses the City for their benefit costs. Once premiums and reimbursements from all sources were factored in, the City paid for sixty-two percent (62%) of the total health insurance costs for the PPO and HMO plans and forty-three percent (43%) of the dental plan costs in FY 2012/2013.

The following illustrates the projected impact the current renewals may have on the FY 2013/2014 budget. The actual figures will depend on January's enrollment and on the actual claims paid under the PPO and dental plan. The City currently has a verbal agreement from Clemens that the cost for their broker services for 2014 will be held at \$9,500. Staff is working with Clemens to write a contract for these services which will be brought to Council at a future date.

	PPO Plan*	HAMP HMO	Dental Plan
Total Budgeted Amt.	\$6,203,499	\$1,616,090	\$535,682
Budgeted City Amt.	\$3,724,808	\$1,134,244	\$228,592
Budgeted Increase %**	8.0%	8.0%	6.0%
Renewal Increase %**	2.6%	15.8%	-3.3%
Est. Projected Impact To Total Budget**	-\$103,391 (under budget)	\$38,905.87 (over budget)	-\$15,666 (under budget)

*PPO Plan – Includes both medical (Blue Cross) and pharmacy (Catamaran) components.

**The budget increase percent was the increase estimated for January 2014 when the FY 2013/2014 budget was prepared. The renewal increase percent is the actual percent increase for January 2014. The estimated projected impact to total budget is the difference between the projected and actual increases taken over the four (4) remaining months of the FY 2013/2014 budget, (January 2014 through April 2014).

The items in this memo are budgeted for FY 2013/2014 as follows:

Blue Cross PPO, Claims, Administration and Stop Loss: fund divisions 60200210 and 60280210.

Health Alliance Medical Plans HMO: fund divisions 60200232 and 60280232.

Dental Claims and Administration: fund divisions 60200240 and 60280240.

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, Compensation and Benefit Manager

Reviewed by: Emily Bell, Director of Human Resources

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Black that the Client Agreements 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Variance from Chapter 38, Section 123(a) to Allow a Driveway Approach 52.5 Feet Wide at 3109 Cornelius Dr.

RECOMMENDATION/MOTION: That the variance be approved.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objectives 3e. Strong working relationship among the City, businesses, economic development organizations.

BACKGROUND: Staff has received a written request from Farnsworth Group, the design engineers for the new Pinnacle Office Building, located at 3109 Cornelius Dr., to grant a variance to Chapter 38, Section 123(a) to allow a driveway approach 52.5 feet wide at this address. This is a new office complex which house Pinnacle Actuarial Resources, Inc. The additional width is requested in order to accommodate large delivery trucks. City Code allows commercial driveways to be up to thirty-five feet (35') wide at the property line. Driveway variances are recommended by the Public Works Department on a case by case basis after evaluation of criteria such as sight distance, width of adjacent roadway and amount of property frontage.

The following is the evaluation by staff on the different criteria:

- Sight distance – there are no identified issues with horizontal or vertical sight distance by allowing this variance.
- Width of adjacent roadway – the adjacent roadway is of sufficient width to allow the driveway widening without causing concern.
- Distance to intersection – the driveway is far enough away from the intersection that the added width is not a concern.
- Amount of property frontage – with 510' of frontage, this is enough to allow for the added width.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Farnsworth Group.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Black that the variance be approved.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Economic Development Council of the Bloomington-Normal Area, (EDC), Property Tax Abatement Incentive Program and corresponding Memorandum of Understanding

RECOMMENDATION/MOTION: That the proposed economic development incentive program, known as the Limited Discretionary Property Tax Abatement of Improvements, be adopted and the Memorandum of Understanding be executed for the purpose of business attraction and expansion efforts

STRATEGIC PLAN SIGNIFICANCE: Goal 3. Grow the local economy; Objectives 3a. Retention and growth of current businesses; 3b. Attraction of new targeted businesses the EDC approached that are the “right” fit for Bloomington; and 3d. Strong working relationships among the City, businesses and economic development organizations

Staff is proposing the adoption of a set of standardized incentives which can be used in conversations with business owners and decision makers who are considering locating or expanding a business in the Bloomington, Normal and McLean County area. The proposed incentive programs will be utilized by the EDC when engaging in targeted business attraction and retention efforts.

BACKGROUND: The EDC has been challenged to achieve several lofty goals and objectives as they pertain to the community’s *Forging Ahead* campaign and related strategic plan. Unfortunately the reality of the situation is that the State of Illinois continues to put our community at a disadvantage when it comes to the attraction, recruitment and retention of our nation’s major industries and businesses. As such, the City must strive not only to achieve a

competitive advantage amongst our regional players, but must also look to overcome the weakness that is associated with the state. In order for the City and its surrounding neighbors to achieve success in this initiative, it is critical that the economic development team have access to the tools necessary to attract such opportunities. To that end, the EDC's Major Industry and Targeted Attraction Committee, chaired by David Hales, City Manager, directed EDC staff to perform research on incentives, the efforts of which have yielded the *Incentives Comparison Research Project*. Per the Executive Summary, this report focuses on:

- Availability, structure and use of local incentives in competitor communities.
- Restrictions on the use of these incentives, (where applicable).
- Sample projects which have taken advantage of these tools.
- Recommendations & the creation of local incentive tools.

After further consideration and discussion at the committee level, the EDC was directed to draft a document whereby local governing entities, taxing bodies and private sector partners can discuss incentive programs applicable for the Bloomington-Normal and McLean County area. As a result of that effort, a Limited Discretionary Property Tax Abatement of Improvements Program was identified, if implemented, could help participating bodies benefit from an economic perspective, including jobs creation, related infrastructure and community wealth. Following discussions with selected taxing bodies, private entities and community partners, the enclosed Memorandum of Understanding was provided as a means to stimulate business attraction and retention efforts.

COMMITTEE OF THE WHOLE BACKGROUND: On July 1, 2013, the EDC approached the Administration and Finance Committee to discuss the potential use of incentive programs, including Limited Discretionary Property Tax Abatement on Improvements (PTA), McLean County New-Hire Incentive (NHI) and McLean County Swift-Hire Program. It was recommended that EDC staff pursue the PTA program and revise other options. On September 30, 2013, EDC staff gave a presentation on the PTA program to a joint meeting of the McLean County Board, Bloomington City Council and Normal Town Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: EDC, McLean County, Unit #5, District 87, Town of Normal, Kathleen Field Orr, Kathleen Field Orr & Associates, and Elizabeth Au, National Development Council. A signed letter of support on behalf of the McLean County Chamber of Commerce, State Farm, Farnsworth Group and Country Financial was provided to the Council.

FINANCIAL IMPACT: The proposed incentive program would not impact existing resources or sources of revenue. Only new revenue generated by each project would be utilized in each potential incentive agreement.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by:

Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

David Hales, City Manager, introduced this item. He believed that the Council was familiar with same. He cited the presentations before the Administration & Finance Committee.

Justine Robinson, Economic Development Coordinator, addressed the Council. She cited the highlights of this program. She cited five (5) items: 1.) Memorandum of Understanding which would be approved by the taxing bodies; 2.) narrative summary; 3.) letter of support; 4.) incentive comparison; and 5.) EDC's Five Year Strategic Plan. She noted that the agreement was non binding. EDC would work with new and existing businesses that qualified. This agreement provided a framework and insure timely response to inquiries.

Mayor Renner cited his recent economic development trip to Los Angeles, CA. He cited two (2) key factors: 1.) attracting millennials and 2.) being quick and decisive.

Alderman Stearns questioned the EDC. She stated her understanding there would be a package developed for each prospective employer.

Ken Springer, EDC's Vice President, addressed the Council. Each tax abatement agreement would be presented to the Council for approval. This item provided the framework for negotiation. Each agreement would stand on its own.

Alderman Stearns addressed evaluation transparency, accountability, and meeting the criteria set.

Mr. Springer noted that there would be an annual audit. He restated that there would be an agreement between the City and the entity. Thresholds would be set and the term length. There would be specifics to each agreement. This would set a broad outline.

Alderman Stearns readdressed transparency. She expressed her interest in a look at the numbers. She questioned who would review the EDC's audit.

Alderman Sage questioned clarification. The EDC would address/solicit businesses. This would empower the process. A framework was needed prior to the negotiation of agreements. He noted the time line (months). He addressed the level of transparency and which business would qualify.

Mr. Springer restated that the City was at a competitive disadvantage when addressing economic development.

Alderman Schmidt described the item as the first tool in the tool box. This was a first step and more would be coming.

Alderman Mwilambwe expressed his appreciation. He encouraged the EDC to be aggressive. It needed to be quick and decisive. He cited Wirtz Beverage as an example. He added that the City and the Township had to approve the agreement. He questioned businesses' patience. He acknowledged competition and the ability to react. The approval process needed to be moved up.

Mr. Springer noted the need for a smart economic development policy. The EDC would continue to evaluate the tools available and the effectiveness of same. Decisions needed to be made in a matter of weeks not months.

Mayor Renner readdressed the ability to move quickly.

Alderman Black stated his support for economic development incentives. Economic development was needed to bring businesses to the City. The City needed to receive more from the EDC. He noted that there were disadvantages to the City due to its location, (i.e. in the State of Illinois). He expressed his concern regarding the future. Young people were leaving the state. He noted the City's location. The City needed to attract businesses and create opportunities.

Alderman Fazzini noted that the Administration & Finance Committee had reviewed this item twice. He stated that the Memorandum included claw back provisions in all cases. He requested that language be added (unless logic to contrary). This would allow quicker action. He expressed his interest in a motion amendment.

Mr. Springer noted that the Memorandum had been presented to other governmental entities. He restated that the Memorandum was non binding. The City could change the language in each individual agreement.

Alderman Fruin recommended that the Memorandum stand as presented. The EDC needed to complete the approval process with all of the various governmental entities. The Council could amend the Memorandum language at a future date.

Motion by Alderman Fruin, seconded by Alderman Schmidt that the Proposed Economic Development Incentive Program, known as the Limited Discretionary Property Tax Abatement of Improvements, be adopted, and the Memorandum of Understanding be executed for the purpose of business attraction and expansion effort.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Sage, Fruin and Black.

**Nays: Alderman Fazzini.
Motion carried.**

The following was presented:

SUBJECT: Proposed 2013 Estimated Tax Levy

RECOMMENDATION/MOTION: The Council makes a motion to set the estimated 2013 property tax levy in the amount of \$23,219,066.

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

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

BACKGROUND: According to the Illinois Property Tax Code, Division 2. Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than twenty (20) days prior to the adoption of a final tax levy.

35ILCS 200/18-85 requires said estimate be compared to the prior year extension and if a five percent (5%) increase exists then a public notice and a public hearing must occur.

In addition, the Tax Levy Ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December which for the City is December 17th. Therefore, the adoption of the 2013 Tax Levy Ordinance should be placed on the Council's December 9, 2013 meeting agenda. In addition, it is our goal to abate any taxes at this meeting.

There are three (3) components of the property tax formula that affect an increase or decrease in a homeowners property taxes. The dollar amount requested by the City or any of the other overlapping tax districts, the amount of the final Equalized Assessed Value (EAV) which is one third of the properties assessed value over a three (3) year period, and the tax rate that is generated by dividing the dollar amount by the EAV:

$$\text{Tax formula:} \quad \frac{\text{Dollar Levy}}{\text{Final EAV}} = \text{Tax Rate}$$

The City adopts its estimated tax levy based on a preliminary EAV which is an estimate and subject to the appeals process. The final EAV is completed by January 1, 2014. The tax rate generated is later applied to individual property owners' tax bills on April 1, 2014 and bills are mailed out on May 1st.

2013 Tax formula Estimate (Preliminary EAV):	<u>\$23,219,066</u>	1.31279%
	\$1,768,687,513	

This year the City is asking for \$23,219,066, which appears to result in a lower tax rate than last year. Depending on what happens to the City's final EAV, homeowners could receive a slight decrease in property taxes levied by the City.

The City's tax levy is made up of the following ten (10) components explained briefly below:

1. Bonds & Interest – this levy is used to fund costs associated with City owned debt instruments. The General Obligation debt (GO) service is approximately \$8,846,034 for FY 2014, (excluding capital leases and IEPA loans for Enterprise Funds). The City levied \$2,180,143 in FY2014 or approximately 24.6% of total GO debt. The balance is abated and paid from other revenue sources. There is no increase recommended in the 2013 levy.
2. Fire Pension – this levy is used to fund contribution for employees eligible for a Fire Pension. The FY 2014 minimum statutory contribution was \$2,902,472 as calculated by Tephner Consulting and was levied at 100%. This year's levy will be increased \$1,000,000 to the minimum contribution as calculated by the Illinois Department of Insurance or the first phase of the City's new pension funding methodology; both of which are equal in year one.
3. Fire Protection - this levy is used to fund costs associated with fire protection. Fire protection costs, (net of departmental revenue and pension), are approximately \$10,908,079 for FY 2014. The City levies roughly 10.8% of this cost and is recommended to remain flat in the 2013 levy.
4. General Corporate – this levy is used to fund the general operations of the City, this component of the levy has been increased in the past to supplement the road resurfacing program which has grown to approximately \$4 million dollars in FY 2014. This portion of the 2013 levy is recommended to be reduced by approximately \$1.6 million dollars to offset Police and Fire pension funding increases. If the \$1.6 million reduction in levy cannot be absorbed by other City revenues then the road resurfacing program may need to be reduced. Note: \$10,000,000 road resurfacing and sewer bond was issued in October 2013.
5. Illinois Municipal Retirement Fund (IMRF) – this levy is used to fund portions of the annual pension contribution for employees eligible for the Illinois Municipal Retirement Fund. The FY 2014 minimum statutory contribution is based on a percentage of payroll and was budgeted at \$3,595,407. The City levied for approximately seventy percent (70%) of the required minimum contribution in FY 2014 and paid the balance from other revenue sources. This portion of the 2013 levy is recommended to remain flat.
6. Police Pension – this levy is used to fund the minimum annual statutory required contribution for employees eligible for a Police Pension. The FY 2014 minimum

statutory contribution was \$3,181,581 as calculated by Tephher Consulting and was levied at 100%. This year's levy will be increased \$576,419 to the minimum contribution as calculated by the Illinois Department of Insurance or the first phase of the City's new pension funding methodology; both of which are equal in year one.

7. Police Protection – this levy is used to fund costs associated with police protection. Police protection costs, (net of departmental revenue and pension), are approximately \$15,092,090 for FY 2014. The City levies approximately 8.9% of this cost and is recommended to remain flat in the 2013 levy.
8. Public Parks – this levy is used to fund costs associated with public parks. Park costs which include: administration, maintenance, recreation, aquatics, Miller Park Zoo, and the Pepsi Ice Center, (net of departmental revenues), are approximately \$5,795,569 for FY 2014. The City levies about 17.2% of these costs and is recommended to remain flat in the 2013 levy.
9. Social Security – this levy is used to fund costs associated with the City's portion of Social Security for eligible employees. The FY 2014 Social Security costs are estimated at \$2,069,002. The City levies roughly seventy percent (70%) of this cost and is recommended to remain flat in the 2013 levy.
10. Library – this levy is used to fund costs associated with the Library. The FY 2014 estimated Library costs are \$4,513,477 net of departmental revenue. The City levied for 100% of the net Library costs in FY 2014. The 2013 levy will increase by \$33,233 to a total of \$4,546,710 as requested by the Library Board.

Expenditures related to the property tax levy are primarily related to operations with the exception of the Library's estimate which includes contributions to capital, and any portions of the General Corporate component contributed to the road resurfacing program.

COUNCIL COMMITTEE BACKGROUND: A preliminary discussion of the 2013 tax levy was held at the October 21, 2013 Committee of the Whole meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Both the Police and Fire Pension Boards have actively participated in pension funding discussions and have been communicated with in regards to the Police and Fire Pension contributions portions of the 2013 tax levy.

FINANCIAL IMPACT/ANALYSIS: The Council adopted a "reduced dollar" tax levy last year of \$23,185,803 *as extended*. The City Manager and Director of Finance recommend the Council adopt tax levy estimate of \$23,219,066 which increases the overall levy by \$33,233 to fund Library's FY 2014 budget request. A redistribution of the remaining levy enables the City to increase its pension funding for both the Police and Fire Pensions.

Finance staff created the three (3) exhibits to facilitate Council's decision making process over the next twenty (20) days. Exhibit 1 depicts the recommendations discussed within listed by

levy component. Exhibit 2 is the estimated impact to the individual homeowner. Exhibit 3 is history of City's levies as previously adopted.

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

Alderman Sage hoped his comments would be clear. He addressed the Library's portion of the proposed tax levy. He noted that it was not the size of the amount. The Library placed unspent budget dollars in a capital fund. He wanted to create a line of sight. He believed that the Library could cover this proposed increase with its reserve funds. It was the principal. He added that the Council had voted separately on the Library tax levy last year. He restated that the Library's practice of placing unspent taxpayer dollars in a reserve fund. The Library could absorb the \$33,000.

Alderman Stearns commented that the tax levy was flat. She questioned the impact of the estimated tax levy on property taxes.

Patti-Lynn Silva, Finance Director, addressed the Council. She noted that the tax rate was determined by the tax levy requested and the Equalized Assessed Value (EAV). The property tax appeals process was not completed. She anticipated a slight decrease to the tax rate.

Alderman Stearns was encouraged to see same. She also addressed the Library's tax levy. She did not believe that it would have an impact upon property taxes. If the Library had operated under budget, it saved the dollars. The Library should be commended. She expressed her support for the Library.

Alderman Lower recognized Aldermen Sage and Stearns' comments. There would be no increase to property taxes. Pension funding would be increased. The Council needed to set priorities from top to bottom.

Alderman Schmidt addressed prioritization. The Council had been down this path. The City's portion of the property tax bill was flat. She noted the Library's request for a \$33,000 increase. She noted the Library Board's minutes. The Library had adopted a conservative approach. She noted operational cost increases and the increase cost for collections at six to seven percent (6 – 7%).

Motion by Alderman Schmidt, seconded by Alderman Fruin that the proposed tax levy be adopted as the estimate of \$23,219,066 for the 2013 Tax Levy.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposed Funding Ordinance for the Police and Fire Firefighter Pension Plans

RECOMMENDATION/MOTION: Recommend that the Text Amendment to Chapter 16, Article III, Funding for Police and Firefighter Pension Plans, Section 46, be approved and the Ordinance passed.

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

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

BACKGROUND: As directed by Council through the Action Agenda Plan beginning in FY 2013 a study of the status of the City's pension obligations and funding levels began. The Finance Department worked with an independent actuary to understand its status and legislative obligations of the City's three (3) main pension plans: Illinois Municipal Retiree Fund (IMRF), and the Police and Fire Pension funds. It was determined that the IMRF fund - the City's largest pension representing 1,045 members was eighty-two percent (82%) funded while the Police and Fire Pensions with approximately 200 members each were lagging between fifty percent (50%) and sixty percent (60%) funded. Legislation passed in 2011 now requires Police and Fire Pensions to be funded at ninety percent (90%) by FY 2040. To achieve this goal the state recommends a minimum annual contribution. In analyzing this legislation it became evident that the annual contributions were minimal in the early years of the state's plan and then increase substantially in the last several years of the plan. In reviewing the City's finances these increases were determined to be unsustainable and would cause an inequitable tax burden on a future generation of taxpayers. The Finance Department worked with the Council, Police and Fire Pension Boards, its independent actuary, the Administration and Finance Committee, and public to develop a Pension Funding Policy. The proposed text amendment represents a culmination of the input and analysis obtained throughout the last fifteen (15) months. The benefits of this funding plan are major: resulting in full funding for both Police and Fire Pension Plans as well as providing over \$68,000,000 of saving over the state's minimum plan. The FY 2015 increase of \$1.6 million dollars is included in the 2013 estimated tax levy; to accommodate this increase a

corresponding decrease has been made in the General Corporate portion of the levy normally intended for the road resurfacing program.

The City follows the Governmental Accounting Standards Board's, (GASB), accounting standards which does require the adoption of funding policy by fall 2014.

COUNCIL COMMITTEE BACKGROUND: A discussion of the Police and Fire Pension Funding Policy was held at the October 21, 2013 Committee of the Whole meeting in addition to numerous meetings and presentations over the last fifteen (15) months at both the Council and Committee level.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Police and Fire Pension Board members have actively participated in pension funding discussions and have attended Council and Committee meetings. In addition, both Boards have been communicated with in regards to the Police and Fire Pension portions of the 2013 estimated tax levy.

FINANCIAL IMPACT/ANALYSIS: The adoption of the Police and Fire Pension Funding Ordinance will cause an approximately \$1.6 million increase to pension contributions in Fiscal Year 2015 and then increase on average \$1.2 million for the next four (4) years. This is a five (5) year phase in approach which will save the City approximately \$68,000,000. The Council was provided with a copy of Exhibit 1. The 2013 Estimated Tax Levy includes the \$1.6 million Fiscal Year 2015 increase for both the Police and Fire Pension seen in the Police and Fire Pension components of the levy with a corresponding decrease in the General Corporate portion of the levy recently used to fund the City's road resurfacing program. If the City cannot absorb the \$1.6 million in road resurfacing funding in the FY 2015 budget not included in the levy then this program may need to be reduced.

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 - 85

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 16**

BE IT ADOPTED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That the Bloomington City Code Chapter 16, Article III, shall be and the same is hereby amended by adding Section 46 to read as follows:

Section 46 Funding Ordinance for Police and Firefighter Pension Plans.

Section 46.1 Purpose.

This ordinance is intended to set forth guidelines the City Council will use to determine the contributions needed to fund pension benefits for its Police and Fire employees as required by State law under Articles 3 and 4 of the Illinois Pension Code. This ordinance is further intended to:

- (1) ensure that the pension funds have sufficient assets on hand to pay all benefits due;
- (2) minimize the annual volatility of budgeted contributions;
- (3) provide for equity among different generations of taxpayers with respect to bearing the costs of pension contributions;
- (4) ensure that all statutory funding requirements are satisfied; and
- (5) provide for full funding of pension liabilities.

Section 46.2 Fund Contributions.

(a) In order to achieve the objectives set forth in Section 46.1 and beginning with the budget for fiscal year 2015, the City Council will begin phasing in a process by which contributions to Police and Fire pension funds are based upon Actuarially Determined Employer Contributions (ADEC) prepared in accordance with Section 46.3 of this Chapter. In the period from fiscal year 2015 through fiscal year 2019, the City will move gradually from contributing to these pension funds based upon the statutory minimum required by law, to basing them upon the ADEC, with contribution levels based entirely upon the ADEC occurring no later than fiscal year 2019.

(b) Pension contributions will be funded through the annual property tax levy. The Finance Director shall include the ADEC in the tax levy estimate provided annually to the City manager and City Council.

(c) The City Manager and Finance Director shall communicate the ADEC to both the Police and Fire pension boards prior to the adoption of the tax levy by the Council.

Section 46.3 Actuarially Determined Employer Contributions; Preparation and Assumptions.

(a) The Finance Director will utilize the services of a certified independent actuary to calculate Actuarially Determined Employer Contributions each year, beginning with the May 1, 2013 actuarial valuation. The annual valuation will be prepared in compliance with all applicable Actuarial Standards of Practice and completed by October 1. The certified independent actuary shall also calculate the statutory minimum contribution as required by the Illinois Pension Code.

(b) The ADEC shall be determined using the following funding method elements:

- (1) Long Term Outlook. The City will use a thirty year closed period to amortize its unfunded pension liabilities. Said closed period shall extend from May 1, 2011 through May 1, 2041.
- (2) Assumptions. The ADEC shall be calculated using the following assumptions:
 - (i) Interest rate: Seven percent (7%).
 - (ii) Actuarial Cost Method: The Entry Age Normal (EAN) actuarial cost method required by the Government Accounting Standards Board will be used to determine the Normal Cost as well as the Actuarial Accrued Liability.
 - (iii) Amortization Method: A level percent of pay assumption of four percent (4%) will be used to amortize existing unfunded pension liabilities.
 - (iv) Asset Valuation Method: In order to minimize the impact of investment volatility on the ADEC, an asset evaluation method utilizing a five year smoothing for investment gains and losses will be used.
 - (v) Level of Funding: The ADEC will be calculated using a target funding ratio of one hundred percent (100%).

Section 46.4 Review of Pension Funding Ordinance.

The City Manager or Finance Director shall review this ordinance at least annually, examining its effectiveness and determining whether any modifications are necessary to ensure the ordinance is acted upon in conformance with accounting standards, best practices and changes in legislation.

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

SECTION 3. The City Clerk 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 12th day of November, 2013.

APPROVED this 13th day of November, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item. He stated that there was no such thing as zero based budgeting. The City did not exist in a vacuum.

David Hales, City Manager, stated that this item was a text amendment to the City Code. The Council was being asked to adopt a Pension Funding Policy. There would be a five (5) year phase in to recapitalize these funds. The Finance Department staff had analyzed utility tax revenue. The maximum statutory limit was five percent (5%). An increase to the utility tax would almost fund the Police and Fire Pension Funds. He described this as a revenue enhancement. City staff was also looking at other options.

Mayor Renner added that an increase to the utility tax could be phased in. Currently, the utility tax was 2.5%. At five percent (5%), pension funding would almost be covered.

Mr. Hales noted the request for a ten (10) year phase in. The proposed ordinance could be amended.

Alderman Sage stated this was a procedural request. He added his inclination towards a ten (10) year phase in. He believed that the Council would benefit from a discussion.

Alderman Stearns expressed her support for a five (5) year phase in. She believed that it would be more equitable. She cited the dollar savings. Patti-Lynn Silva, Finance Director, addressed the Council. She noted that savings difference: ten (10) year - \$1 million per year and five (5) year - \$1.5 million per year.

Alderman Stearns noted the payments to the Police and Fire Pension Funds over five (5) and ten (10) years. Ms. Silva cited the totals. Alderman Stearns cited the year 2036 and the \$11.1 million payment. Ms. Silva addressed total contributions which totaled \$20.5 million.

Alderman Stearns addressed equity for future generations. She also questioned the IMRF and OPEB (Other Post Employment Benefits). Ms. Silva noted the IMRF was eighty-two percent (82%) funded. City staff was focused on the Police and Fire Pension Funds. The statutory requirement was to ninety percent (90%) funded by 2036. Contributions would be phased in with more being paid earlier.

Alderman Stearns stated that the statutory minimum was unthinkable. Ms. Silva addressed OPEB which was a non cash number. Retirees pay the full health insurance premium. It was an actuarial liability. She cited state unfunded mandates. She estimated the figure at \$18 million. The City was self insured. She restated that it was a non cash liability and not the highest priority. City staff had focused on Police and Fire Pension Funds.

Alderman Black described the five (5) year plan as aggressive. He expressed his interest in the budget impact. The City needed to have a plan in place.

Alderman Fruin noted the City's focus on pension funding. He added that other costs were coming. He was leaning towards a ten (10) year phase in.

Alderman Fazzini expressed his support of a five (5) year phase in.

Alderman Lower also favored a five (5) year phase in. He did not believe that the City was being aggressive enough. He expressed his concern regarding future costs.

Alderman Sage noted \$4 million in savings over thirty (30) years. He added his concern regarding budget demands. The ten (10) year phase in would provide the City with \$500,000 for other priority items. He expressed his interest in flexibility. He added his discomfort with a five (5) year phase in.

Alderman Mwilambwe acknowledged that the Council said they would do it and needed to do it.

Alderman Stearns questioned another aspect. She questioned road resurfacing being tied to pension funding. She believed that budget cuts could be used to fund any shortfall.

Mayor Renner noted that the Council was not voting on an increase to the Utility Tax this evening. He added that even with an increase to this tax, there would still be budget cuts required. City staff was always looking for ways to reduce the budget. The City had reduced staff by over seventy-one (71) positions. Citizens want more police and fire personnel. Response times had been cited. He welcomed the Council's ideas.

Alderman Stearns believed that there were ways to economize and save. She was unwilling to exchange pension funding for roads/infrastructure. She requested a listing of all employees over the last five (5) years.

Mayor Renner believed that in FY 2008/2009 there were 621 employees. In FY 2009/2010, there had been 550 employees. He added that the number was higher today.

Alderman Stearns expressed her interest in specifics.

Mayor Renner stated that the information would be shared with the Council.

Mr. Hales stated that City staffing was lean. This was a complex issue. Services had been prioritized. City staff had focused on results. He addressed Council's expectations. This would not be a simple endeavor. He noted the staff time and attention involved.

Alderman Black addressed taxes, business development and pensions. The City had spent a year working on this policy. The Council needed to move forward and not burden future generations. City staff needed to identify specific numbers and ways to save money. He encouraged the Council to reach out to City staff. He noted the level of service expected by the citizens.

Alderman Lower believed that the Council would be remiss if it raised taxes. He noted the lean position of the private sector.

Motion by Alderman Mwilambwe, seconded by Alderman Fazzini that the Text Amendment to Chapter 16, Article III, Funding Ordinance for Police and Firefighter Pension Plans, Section 46, be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Renner cited his trip to Los Angeles, CA. He traveled with the Economic Development Council (EDC) and Mayor Chris Koos. He restated the two (2) key points: attracting millennials and quick action. The City needed to determine how to keep the millennials here. He thanked Alderman Schmidt who acted as Mayor Pro Tem. He also thanked Alderman Sage for information from the ICMA (International City Managers Association).

ALDERMEN'S DISCUSSION: Alderman Fruin noted his long standing opposition to any increase to the Utility Tax. This had been discussed three (3) years ago. Comparisons needed to go beyond the Town of Normal. There needed to be illustrations regarding the impact upon various employers (based upon size), home owners, etc. He requested additional information.

Mayor Renner believed that the Utility Tax was based upon usage. Citizens would have some control over same. An increase to the Utility Tax would not put the City at a competitive disadvantage.

Alderman Fruin questioned if any organizations were exempt from the Utility Tax.

Alderman Fazzini questioned the status of the search for a new EDC Executive Director.

Alderman McDade informed the Council that a candidate was coming to the area for interviews, meetings, tours, etc. The active search commence in February 2013. After the first round of interviews, no consensus was reached. She was hopeful and excited.

Alderman Black questioned the status of a transparency ordinance.

Mayor Renner stated that recently no work had been done on same. He hoped for a comprehensive approach.

David Hales, City Manager, addressed the Council. He cited that the Illinois Policy Institute and re-evaluated the City's web site. The rating had seen a twenty-six percent (26%) increase. Work would continue to improve this rating with a goal of a perfect score. The Committee of the Whole would address the topic of openness and transparency which was nebulous.

Mr. Hales added that the Committee of a Whole would not meet again until Tuesday, January 21, 2014 due to the Martin Luther King Jr. Holiday.

Alderman Lower noted various Council items. He cited a paradoxical truth – taxes which are too low need to be preserved. The City needed to remain lean in order to create an environment where business can prosper.

Alderman Stearns addressed pension funding. The policy did not address decreasing liability. The Council needed to lobby the state and employees. Future

contributions were unfair. She believed that City services could be contracted out. She wanted to know the number of employees.

She also addressed Veteran's Day. She noted the sacrifices made and the ceremonies held. The Vietnam/Korean War monument at Miller Park had been restored. A ceremony would be held on Memorial Day, May 26, 2014.

Mayor Renner adjourned the meeting. Time: 8:24 p.m.

**Tracey Covert
City Clerk**

WORK SESSION
Bonds
Draft Downtown Streetscape Master Plan
September 23, 2013

Council Present: Aldermen Judy Stearns, Mboka Mwilambwe, David Sage, Robert Fazzini, Karen Schmidt, Jim Fruin, Kevin Lower, Scott Black and Mayor Tari Renner.

Council Absent: Alderman Jennifer McDade.

Staff Present: *David Hales, City Manager Participating Remotely via Telephone*, Barb Adkins, Deputy City Manager, Todd Greenburg, Corporation Counsel, and Renee Gooderham, Chief Deputy Clerk.

Staff Absent: Tracey Covert, City Clerk.

The Work Session was called to order at 5:26 p.m. Mayor Renner cited the Work Session topics and reviewed the agenda.

Barb Adkins, Deputy City Manager, addressed the Council. She acknowledged David Hales, City Manager, participating remotely via telephone.

Patti Lynn Silva, Director of Finance, addressed the Council. She provided an update on the \$10 million road resurfacing bond that was approved a August 12, 2013 Council Meeting. She cited two (2) financing examples: wrap around structure and level debt service. She stated that at the Council October 14, 2013 meeting the Bond Parameters Ordinance would appear on the agenda. Approval provides the ability to sell bonds the next day.

She was recommending the wrap around structure. It would keep the budget level. Both financing examples were ten (10) year bonds with two (2) separate financing structures. She reminded Council that the 2003 Bonds were due for refinancing. The Public Building Commission (PBC) had asked to refinance debt. She explained that the City's lease payment supported the PBC's debt. Refinancing lowered the revenue payment (lease payment) for the Government Center and the Lincoln Parking Garage.

She introduced Todd Krzyskowski, Mesirow Financial and Lynda Givens, Bond Counsel Chapman and Cutler, bond counsel.

Alderman Fazzini questioned if there was an intergovernmental agreement. Ms. Silva responded affirmatively. The debt would be refinanced at PBC cost. She reminded Council that refinancing the PBC was a benefit. At the October 14, 2013 Council meeting the Ordinance would include refinancing savings exhibits.

David Hales, City Manager, addressed the Council. He noted the differences between the Wrap Around Debt (WAD) and the Level Debt Service (LDS). The LDS interest was

similar to a mortgage; total interest was \$1.8 million. WAD total interest was \$2.5 million. Payments were delayed. LBS had lower interest costs. He noted that there were future capital improvement projects.

Alderman Lower questioned early payoff penalties. Ms. Silva noted for FY 2015, LBS increased the budget to \$1.1 million. She believed \$80 million debt would be paid off rapidly in the next ten (10) years. WAD budget increase was \$300,000. These payments increased as the City could afford same. Current interest and principal was \$9.5 million. FY 2017 those would drop to \$7.5 million. It provided flexibility to address future infrastructure requirements. She questioned FY 2015 contract and benefits before adding a \$1.1 million LDS payment.

Alderman Black arrived at 5:37 p.m.

Mayor Renner questioned a twenty (20) year payoff. Ms. Silva stated the schedule was aggressive. The payment was front loaded. LDS would place pressure on the budget. WAD would allow flexibility. She cited the Storm Water Master Plan and Facilities Plan as examples addressing the City's future needs.

Alderman Schmidt questioned the WAD FY 2020 payment. She believed payments should not be pushed off. Ms. Silva stated the FY 2020 WAD payment did increase. In FY 2016, the Annual Debt Service (ADS) was \$9.1 million. ADS would begin drop to \$7.3 million. The methodology was payments would increase as the studies were completed. She explained that the General Fund could afford up to \$10 million in debt. The City's infrastructure needs would be \$300 million over the next twenty (20) years. She believed financing of same and the City's twenty (20) year plan needed to be confirmed. She acknowledged LDS payments end sooner. She reminded Council that the FY 2015 budget had not been discussed. The concern was draining the reserves.

Alderman Fazzini believed the Administrative and Finance Committee recommended Phase I. Phase I included deferred maintenance and pension payments. Interest rates were low. The ten (10) year payoff was aggressive. He believed WAD made sense for those reasons. There would be no tax or fee increases using bond debt.

Ms. Silva explained that a Bond Parameters Ordinance would appear on the Council's October 14, 2013 meeting. It would outline the bond sale. The day after approval, the bonds would be sold. This year there would be a competitive bid. All underwriters would have the ability to bid. Good rates were expected.

Alderman Lower questioned fifteen (15) year bond payments being lower. Ms. Silva responded affirmatively. The presentation was based from Council's authorization of the ten (10) year \$10 million bond issue.

Alderman Fruin stated support for staff's recommendation.

Mr. Hales believed some of the fiscal distress from 2009 was from issuance of debt and relying only on existing operating revenue. He questioned payment source. He cautioned Council on not having a payment source.

Mayor Renner polled the Council. Aldermen Fazzini, Fruin, Mwilambwe and Black supported staff's recommendation.

Alderman Schmidt questioned the actual recommendation. She expressed interest in the fifteen (15) year payoff.

Mr. Hales clarified WAD gave the budget flexibility. It does not acknowledge later funding sources. WAD would cost \$800,000 more to borrow. WAD would ease the FY 2014 budget process.

Alderman Schmidt stated she was not prepared to support this item.

Alderman Stearns stated she supported LDS.

Aldermen Lower and Sage were unsure.

Alderman Lower requested alternatives.

Alderman Fazzini responded that there was more debt to issue in the upcoming six (6) months. WAD allowed for flexibility.

Alderman Sage questioned concern for the \$10 million bond revenue. Mayor Renner believed staff reports had stated there was no issue for same. He cited sewer and storm water as future projects.

Ms. Silva stated the fifteen (15) year schedule was affordable. She reminded Council that it was agreed to reduce to ten (10) years. She believed adding debt to the budget without revenue increases could not continue.

Alderman Fruin believed there was uncertainty and future major projects. Revenue sources had not been determined. WAD allowed for time to determine same.

Alderman Black questioned timeline. Ms. Silva responded that interest rates could rise.

PROPOSED DRAFT DOWNTOWN STREETScape MASTER PLAN

Barb Adkins, Deputy City Manager, addressed the Council. This item related to the Strategic Goal Six (6) – Prosperous Downtown Bloomington. Tonight was a presentation on the draft five (5) year Downtown Streetscape Master Plan. The report was a collaboration of Engineering and Parks Maintenance staff. The report included recommendations from the Downtown Entertainment Task Force Final Report. She noted Downtowns history. The following projects were completed: decorative lighting,

street resurfacing, sidewalk replacement, benches, bicycle racks, garbage receptacles, removal/replacement of trees and cameras. The report included enhancements of same. Friends of Constitution Trail had donated two (2) bicycle racks. She noted that small projects make a big difference.

Staff was recommending future projects begin in the 500 block of North Main St. head west, then south and finally north. The plan recommended the following projects: complete infrastructure rehabilitation, decorative light plan, vault inventory, with a policy for same, future camera preference, removal of tree grates, new tree planting, replacing sidewalks and other amenities. Staff would require direction regarding underground vaults. She noted that most of the vaults were private.

The next step was to present the report to the Downtown Bloomington Association, Downtown Property Owners Group and the Downtown Bar Owners Association. Direction from Council would be requested for large concerns. \$75,000 had been budgeted for the current fiscal year. This would be used to develop a design study. She cited the number of circuits as an example prior to additional street lights. A five (5) year financial plan would be developed from same.

Alderman Schmidt had heard from Downtown residents. They were willing to adopt tree area for plantings in connection with adopt a pot. Concern had been raised with the loss of pots each year. It was suggested that replacement of same be included in the budget. She cited appreciation to staff and the work on the master plan.

Alderman Black believed that underground vaults were troubling. He questioned possible ideas to assist property owners of same. Ms. Adkins responded in the past there were State and Federal grants available. Council approved the use of Downtown TIF (Tax Incremental Financing) to work with the owners. Those vaults were filled in with foam. The owners have never been 100% responsible. She suggested a program similar to the 50/50 sidewalk program or the City could fund 100%. Alderman Black recommended a middle ground.

Alderman Fazzini cited his support for the beautification of the Downtown. He noted that murals were not included in the plan. After discussion with Ms. Adkins prior to the meeting she had stated murals would be included in same. He believed murals attracted visitors. He recommended establishing a visitor's center.

Alderman Sage thanked staff. He noted staff's collaboration.

David Hales, City Manager, addressed the Council. Costs needed to be associated with projects. The plan lacked identified revenue. He believed the plan would be longer than five (5) years and consist of phases.

There being no further business the meeting adjourned at 6:19 p.m.

Respectfully submitted,

Renee Gooderham
Chief Deputy Clerk

WORK SESSION
Park Naming Policy
November 12, 2013

Council present: Aldermen Mboka Mwilambwe, Kevin Lower, Judy Stearns, Jim Fruin, David Sage, Karen Schmidt, Jennifer McDade, Rob Fazzini, Scott Black and Mayor Tari Renner.

Staff present: David Hales, City Manager, John Kennedy, Director of Parks, Recreation & Cultural Arts, and Tracey Covert, City Clerk.

Mayor Renner called the meeting to order at City Hall at 6:47 p.m.

David Hales, City Manager, introduced the topic: Park Naming Policy. City staff had received a request to rename Sunnyside Park. The Council had been provided with a copy of the Parks, Recreation & Cultural Arts Department's policy. He questioned the Council's interest.

Alderman Lower arrived at 6:49 p.m.

Mr. Hales added that the request was to rename Sunnyside Park after Willie Brown. As a general policy, parks were not named after an individual until after he/she is deceased. He requested the Council's direction regarding how to proceed.

Alderman Fazzini agreed that parks should not be named after persons who were alive.

Alderman Schmidt had reviewed the policy. She valued the idea/request. She expressed concern that the City would be setting a precedent. She was not inclined to support this request.

Alderman Stearns expressed her agreement for the comments already made.

Aldermen Mwilambwe and Sage expressed their support for this request.

Alderman McDade arrived at 6:51 p.m.

Alderman Lower believed that the City would be setting a precedent and would not support same.

Alderman Fruin stated his positive opinion of Willie Brown. He did not believe that the Council had adopted this policy. He did not have any issues with same. The Council could entertain these requests as they come up. The Council would set the tone by any action taken on this one.

Alderman McDade questioned if the Council had adopted this policy. Mr. Hales restated that this was the policy of the Parks, Recreation & Cultural Arts Department.

Alderman McDade noted that the City had received a written request. The Council needed to respond to this issue and move forward.

Mayor Renner believed that the Council was divided equally. He noted that Alderman Black was absent. He planned to speak with him regarding this issue.

Alderman Schmidt requested that the Council first affirm the Parks, Recreation & Cultural Arts Department's policy.

Mayor Renner believed that the next step would be for staff to draft a policy for the Council to take action on.

Alderman Black arrived at 6:55 p.m.

Alderman Black did not support this request. He did not believe that City parks should be name after someone who was still alive.

The meeting adjourned at 6:56 p.m.

Respectfully submitted,

Tracey Covert
City Clerk



FOR COUNCIL: November 25, 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 1d. 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 (Wednesday, November 20, 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: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: November 12, 2013

SUBJECT: Appointment to John M. Scott Health Resource Center

RECOMMENDATION/MOTION: That the Appointment be affirmed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: I ask your affirmation of the following appointment:

John M. Scott Health Resource Center: Tim Buffey, MD, affirming Advocate BroMenn’s appointment to this Board. Dr. Buffey will complete Carmen Chase’s, MD, appointment. Advocate Bromenn is authorized to appoint a physician to this Board.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: November 25, 2013

SUBJECT: Severance Agreement for Todd Greenburg

RECOMMENDATION/MOTION: That the Council authorize City Manager David A. Hales to sign the severance agreement that has been negotiated with Corporation Counsel Todd Greenburg.

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

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

BACKGROUND: On November 12, 2013, the Council authorized City Manager David A. Hales to negotiate a severance agreement with Mr. Greenburg. We now recommend that the Council authorize Mr. Hales to sign the attached severance agreement for Mr. Greenburg, who has already signed the agreement. The proposed severance agreement has several advantages:

1. The agreement recognizes Mr. Greenburg's unique position and his extended service to the City of Bloomington.
2. While Mr. Greenburg will receive three (3) months of "severance pay" under the terms of the agreement, he will also be available to the City during that time period to perform any work assigned by City Manager David A. Hales. Mr. Greenburg will also be available to answer any questions regarding ongoing legal matters. The severance agreement will therefore help facilitate a smooth transition in the City's legal department.
3. The severance agreement includes a standard, broad waiver of legal claims that Mr. Greenburg could have made against the City. While we are not aware of any grounds for liability, the waiver of claims provides certainty and will help the City avoid potential legal expenses in the future.

In order to resolve this matter and to avoid the litigation that may result if a severance agreement is not reached, the City has negotiated a severance agreement that contains the following key terms:

- Upon execution of the severance agreement by the City, Mr. Greenburg will cease to perform any and all work for the City of Bloomington unless specifically directed by the City Manager. Mr. Greenburg will submit a letter announcing his retirement. The effective date of the retirement letter will be 90 days from the date he executed the severance agreement.
- The City will maintain Mr. Greenburg on its payroll for three (3) months (the “Severance Period.”)
- Mr. Greenburg’s salary will be increased to \$119,458.36 (a 2.1% increase), effective July 16, 2013, as his normal merit pay increase.
- During the Severance Period, Mr. Greenburg will continue to receive his normal salary, subject to normal withholdings and deductions, including pension deductions. The City will continue to make the normal employer pension contributions during the Severance Period.
- During the Severance Period, Mr. Greenburg will be eligible to maintain his current insurance coverage for him and his family based on his current enrollment. The City will continue to deduct the employee-portion of the health insurance premiums at the same rate that is in effect for all non-union City employees.
- As required by law and City policy, Mr. Greenburg will be paid for all accrued, unused sick leave, personal convenience days, and vacation days.
- During the Severance Period, Mr. Greenburg will not accrue any additional vacation time, sick leave, personal convenience days, or any other form of paid time off benefits.
- The City will provide a letter of reference.
- The severance agreement will include a waiver and release of all claims arising from Mr. Greenburg’s employment and separation from employment with the City of Bloomington.

We recommend that the Council authorize Mr. Hales to sign and enter into this severance agreement with Mr. Greenburg. Upon approval of the severance agreement by the Council, Mr. Hales will also sign and distribute the attached joint press release.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Emily Bell, Director of Human Resources

Reviewed by: Benjamin E. Gehrt, Clark Baird Smith LLP

Recommended by: David A. Hales, City Manager

Attachments: Attachment 1. Severance Agreement
Attachment 2. Joint Press Release

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

VOLUNTARY EMPLOYMENT SEVERANCE AGREEMENT AND RELEASE

This Voluntary Employment Severance Agreement and Release (“Agreement”) is made and entered into on the date set forth below by and between Todd Greenburg, on behalf of himself, his agents, representatives, attorneys, assigns, heirs, executors, and administrators (hereinafter collectively referred to as “Greenburg”), and the City of Bloomington, on behalf of itself as well as its agents, officers, elected officials, employees, attorneys, subsidiaries, successors, administrators and assigns, and each of them, in both their official and personal capacities (hereinafter collectively referred to as the “City”).

In consideration of the monies, mutual promises, and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Retirement.** Greenburg agrees to submit a voluntary letter of retirement which retirement shall be effective ninety (90) days from the date on which Greenburg signs this Agreement.

2. **Severance Period.** If Greenburg signs and does not revoke this Agreement, the City agrees that it will maintain Greenburg on its payroll for ninety (90) days from the date on which Greenburg signs the Agreement (the “Severance Period.”) During the Severance Period, Greenburg will not perform any work for the City of Bloomington unless the City Manager specifically requests in writing that Greenburg perform an assignment. If the City Manager requests that Greenburg perform an assignment, his work shall be limited to that specific assignment. Greenburg shall also be available to answer any questions which may be asked by the City Manager regarding ongoing legal matters.

3. **Pay Rate.** If Greenburg signs and does not revoke this Agreement, the City agrees that it will increase Greenburg's pay rate to \$119,458.36 per year (a 2.1% increase), effective July 16, 2013, as Greenburg's regularly scheduled merit pay increase. The retroactive increased salary on all wages that were earned between July 16, 2013 and the date of execution of this Agreement will be distributed to Greenburg in equal monthly installment payments as an addition to his normal pay during the term of the Severance Period, less standard deductions and withholdings. Said equal monthly installment payments shall commence in November, 2013. If Greenburg finds alternate employment during the Severance Period, then any remaining unpaid retroactive pay shall be paid in a lump sum, less standard deductions and withholdings.

4. **Severance Pay.** The City agrees that during the Severance Period, the City will pay Greenburg his wages, less standard deductions and withholdings (including regular pension and health insurance deductions), at the Pay Rate specified in Paragraph 3 above, as if he were still employed with the City. The City will also continue to make the regular employer pension contributions on behalf of Greenburg during the Severance Period.

5. **Health, Dental, and Vision Insurance.** During the Severance Period, Greenburg will be eligible to maintain his current insurance coverage for him and his family based on his current enrollment in the City's Blue Cross Blue Shield plan, with family coverage, and both dental and vision insurance. The City will continue to deduct the employee portion of the health insurance premiums at the same rate that is in effect for all non-union City employees. The City will pay the balance of the health insurance premiums.

6. **COBRA Benefits and Municipal Employee's Continuance Privilege.** Once the City's obligation to pay the City portion of health insurance premiums ends under Paragraph 5 or Paragraph 9 of this Agreement, whichever comes first, Greenburg will be eligible to

continue his health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and under the Municipal Employee’s Continuance Privilege, 215 ILCS 5/367j (“Continuation Benefits”). If Greenburg elects to maintain his COBRA insurance benefits and/or his Continuation Benefits, Greenburg shall be solely responsible for paying the full monthly premium for those benefits. If Greenburg does not pay the full monthly premium, his COBRA benefits and/or his Continuation Benefits may be discontinued on the same basis as any other City employee who experiences a COBRA-qualifying event.

7. **Accrued Benefits.** Upon execution of this Agreement and upon expiration of the time period for Greenburg to revoke this Agreement, the City will make payment for the cash value of all of Greenburg’s accrued, unused sick leave, personal convenience days, and vacation days that have accrued as of the date of execution of this Agreement. The cash value of these benefits will be distributed to Greenburg in equal monthly installment payments as an addition to his normal pay during the term of the Severance Period, less standard deductions and withholdings. Said equal monthly installment payments shall commence in November, 2013. If Greenburg finds alternate employment during the Severance Period, then any remaining unpaid benefit time shall be paid in a lump sum, less standard deductions and withholdings. Greenburg will not accrue any additional benefit time during the Severance Period.

8. **Consideration.** Greenburg acknowledges that the payments and benefits from the City outlined in Paragraphs 1, 2, 3, 4, and 5 of this Agreement are in addition to any consideration to which he would have otherwise been entitled as an at-will employee of the City, and constitute consideration for his acceptance of this Agreement.

9. **Employment With Another Employer.** The parties agree that if Greenburg accepts and begins employment with another employer during the Severance Period, all

Severance Pay outlined in Paragraph 4 of this Agreement will cease. In addition, once Greenburg becomes eligible to enroll in another employer's health insurance plan, the City-paid portion of Greenburg's health insurance benefits under Paragraph 5 shall cease, regardless of whether Greenburg actually enrolls in that employer's insurance plan. Although the City-paid portion of the health insurance benefits will cease, Greenburg will still be entitled to insurance continuation benefits as provided in Paragraph 6 above.

Greenburg agrees to notify the City within three days of accepting any offer for employment during the Severance Period. Greenburg further agrees that he will provide evidence of the waiting period, if any, for enrollment in the health insurance plan provided by his new employer.

10. No Recall or Reinstatement. It is understood and acknowledged that Greenburg shall have no rights of recall or reinstatement of his employment with the City. The parties agree, however, that upon the conclusion of the Severance Period, the parties may mutually agree to a consulting arrangement under which Greenburg will provide services to the City on an as-needed basis. Any such consulting agreement would be negotiated separately, and neither party can be compelled to enter into such an agreement.

11. General Release of Any and All Claims. By signing this Agreement and receiving the valuable consideration described above, Greenburg hereby fully releases and forever discharges the City from any and all claims, demands, causes, of action, or liability of any kind, whether known or unknown, foreseen or unforeseen, arising out of or relating in any way to his employment with and separation of employment from the City, as well as any other occurrence up to and including the date of this Agreement.

This release includes, but is not limited to, any claim arising under the Illinois Human Rights Act, 775 ILCS 5; the Illinois Wage Payment and Collection Act, 820 ILCS 115; the Illinois Municipal Code; the Illinois Public Labor Relations Act; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq.; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq.; the Older Workers Benefit Protection Act, 29 U.S.C. § 621, et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; all claims under 42 U.S.C. §§ 1981, 1983, 1985, and 1988; all tort claims; all claims for wrongful or constructive discharge; all claims based on actual or implied contract, including, but not limited to any employment policies or agreement between the City and Greenburg; all claims for retaliatory discharge; all claims for negligence or emotional distress; all civil rights claims; all claims for a name-clearing hearing; all other claims that would obligate the City for any reason to pay Greenburg damages, expenses, litigation costs (including attorneys' fees), backpay, frontpay, disability or other benefits, compensatory damages, punitive damages, and/or interest; all amendments to the foregoing statutes; federal common law and state common law; and claims under any other federal, state or local statute, law, ordinance, regulation or order; all amendments to the foregoing statutes; all claims under federal common law or state common law; and all claims under any other federal, state or local statute, law, ordinance, regulation or order.

It is the intention of Greenburg and the City that in executing this Agreement, Greenburg is providing a general release and that it shall be an effective bar to each and every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of

the City and its agents, jointly and separately, individually and in their representative capacity, for any injuries suffered by Greenburg occurring on or prior to the date this Agreement is executed.

GREENBURG UNDERSTANDS THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS HE MAY HAVE AGAINST THE CITY ARISING TO THE DATE OF THIS AGREEMENT.

Excluded from this Agreement and its release is any claim that cannot be waived by law, including the right to file a charge with an administrative agency. However, Greenburg waives any right to any monetary recovery should any federal, state or local administrative agency pursue any claims on his behalf arising out of or related to his employment or the separation of his employment with the City.

Also excluded from this release and waiver is any claim that either party has violated or breached the terms of this Agreement. Any such claim shall be handled in accordance with the terms of Paragraph 18 below.

12. Release of ADEA Claims and Additional Acknowledgements. Greenburg specifically waives and releases the City from all claims or rights he may have as of the date he signs this Agreement arising under the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* Greenburg also acknowledges that:

- (a) his waiver of rights under this Agreement is knowing and voluntary and in compliance with the Older Workers Benefit Protection Act of 1990;
- (b) he understands the terms of this Agreement;
- (c) the consideration provided in this Agreement represents consideration over and above that to which he otherwise would be entitled, that the consideration would not have been provided had he not signed this Agreement, and that the consideration is in exchange for the signing of this Agreement;

- (d) the City is hereby advising him in writing to consult with an attorney prior to executing this Agreement and that he has, in fact, consulted with an attorney;
- (e) the City is giving him a period of twenty-one (21) days within which to consider this Agreement;
- (f) following the execution of this Agreement, he has seven (7) days in which to revoke this Agreement by written notice. To be effective, the revocation must be made in writing and must be delivered to and received by David A. Hales, City Manager, City of Bloomington, 109 E. Olive Street, Bloomington, IL 61701; and
- (g) this entire Agreement shall be void and of no force and effect if he chooses to so revoke, and if he chooses not to revoke, this Agreement shall then become effective and enforceable assuming all other parties have already executed it.

13. **Unemployment Benefits.** The parties agree that if Greenburg has not yet found suitable alternative employment at the end of the Severance Period, the City will not contest any application by Greenburg for unemployment benefits.

14. **Non-Admission of Liability.** The parties agree and acknowledge that the mutual covenants and consideration described herein do not constitute and shall not be interpreted as an admission of liability on the part of the City. The parties acknowledge and agree that this Agreement resulted from their mutual desire to resolve any and all matters and controversies between one another, and to amicably effectuate Greenburg's employment separation from the City.

15. **Letters of Reference.** The City agrees that it will provide the Letter of Reference attached as Appendix A to this Agreement in response to any employment inquiries. Greenburg agrees that he will direct all employment inquiries to the Director of Human Resources.

16. **Other Agreements By The Parties.** In addition to the agreements made throughout this document, by executing this Agreement, Greenburg and the City also agree to the following:

- Greenburg is entering into this Agreement knowingly, voluntarily, and with knowledge of its significance. He has not been coerced, threatened, or intimidated into signing this Agreement, and he has had an opportunity to review this document;
- Greenburg has been paid for all hours worked, and he has not suffered any on-the-job injury for which he has not already filed a claim;
- Greenburg has not been denied any leave of absence for which he was qualified nor has he been discriminated against or retaliated against for taking any leave of absence, including but not limited to leaves pursuant to the Family and Medical Leave Act (FMLA); and
- Greenburg does not currently have any claim or cause of action, of any kind, pending against the City, agents, officers, elected officials, employees, attorneys, subsidiaries, successors, administrators and assigns, in either their official or personal capacities.

17. **Breach of the Agreement.** The parties agree that the remedy at law for breach of this Agreement shall be inadequate and that the parties shall be entitled to injunctive relief.

Greenburg and the City further understand and agree that any breach by either party of any of the terms herein may result in the non-breaching party bringing an action for failure to comply with the terms of this Agreement against the party that breaches the Agreement.

18. **Entire Agreement.** This Agreement constitutes the complete Agreement between Greenburg and the City. No other promises or agreements, either express or implied, shall be binding unless hereinafter reduced to writing and signed by Greenburg and the City.

19. **Severability.** To the extent that any portion or covenant of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, Greenburg and the City agree that the remaining portions of this Agreement shall not be affected and shall be given full force and effect.

20. **Choice of Law.** This Agreement shall be enforced in accordance with the laws of the State of Illinois.

Wherefore, Greenburg acknowledges that he has carefully read this Agreement and understands and voluntarily enters into this Agreement.

Todd Greenburg
Todd Greenburg

November 18, 2013
Date

City of Bloomington

Date

By: David A. Hales, City Manager

Joint Press Release

Issued by Todd Greenburg and The City of Bloomington

November 26, 2013

Todd Greenburg has announced that he will retire from his position as Corporation Counsel with the City of Bloomington on February 16, 2014. The City hired Greenburg as Assistant Corporation Counsel on July 16, 1990, and he was promoted to the position of Corporation Counsel on August 1, 1990.

City Manager David Hales pointed out that during Greenburg's 23 years of service with the City, he "spearheaded innovative approaches to the regulation of chronic nuisance properties which harm neighborhood property values, an ordinance regulating parolee group homes which was the first of its kind, and an ordinance prohibiting loitering under circumstances giving rise to a suspicion of selling illegal drugs." Hales also noted that Greenburg had primary responsibility for the City's legal position in hundreds of legal cases, and that he argued cases before the Illinois State Appellate Court and the Illinois Supreme Court.

Hales further commented: "Todd has always been an important member of the City's legal team. Todd is a fine lawyer, and I am sure he will do well wherever his aspirations carry him."

Greenburg thanked Hales for the opportunity to work for the City: "I have been privileged to serve the citizens of Bloomington for 23 years." Greenburg also thanked his staff, which included two in-house attorneys and three support staff, while saying, "Jan Scherff, George Boyle, Rosalee Dodson, Cassie Owens, and Chris Maurer perform above and beyond the call of duty on a regular basis. They will always have my esteem and affection. I have the highest respect for the entire staff of the City of Bloomington."

Todd Greenburg

David A. Hales



FOR COUNCIL: November 25, 2013

SUBJECT: Professional Engineering Services Agreement with Maurer-Stutz Engineers and Surveyors for the Design of Lutz Rd. Improvements: Morris Ave. to Luther Oaks

RECOMMENDATION/MOTION: That the price from Maurer-Stutz Engineers and Surveyors for Design Services in an amount not to exceed \$59,144.61 be accepted, the contract 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 and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks and 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: This section of Lutz Rd. is currently a two-lane rural cross section with shoulders and ditches. This project will fund the design work necessary to widen the pavement and improve the shoulders, ditches, and drainage structures as needed. The agreement with Maurer-Stutz will provide for surveying the existing site and the development of construction plans and specifications. The work to be performed by Maurer-Stutz also includes preliminary engineering to evaluate alternative pavement designs and widening options and develop cost effective solutions.

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 (12) 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. Maurer-Stutz was selected as the best firm to perform the Lutz Road design because of their experience with rehabilitation and improvement of rural cross section roads and their record of successful project management.

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.

Under the proposed professional engineering services agreement, the selected engineering firm will be performing analysis, completing studies and preparing design plans and specifications. Dependent upon City staffing levels and availability, there is potential to utilize the selected engineering firm to perform construction observation and inspection. If required, an amendment to the agreement for this future work will be created and submitted to Council for approval at that time. This phased approach lets staff determine work load at the time of construction and more accurately determine outside assistance requirements. The contract amount included in the Professional Engineering Services Contract will be a not-to-exceed amount. The final overall rates and fees proposed by Maurer-Stutz are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting was held with citizens at the Luther Oaks Retirement Facility to discuss concerns about the existing road. The Request for Qualifications (RFQ 2014-25) was mailed to local and other Illinois based Professional Engineering Companies on September 5, 2013. In addition, the RFQ was posted on the City website and advertised in The Pantagraph on September 6, 2013.

FINANCIAL IMPACT: The budget for FY 2014 is \$60,000 in Capital Improvement-Engineering Services (40100100-70050). Stakeholders may locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on pages 106, 274 and 312-313.

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: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



STANDARD SHORT FORM PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

Client Name and Address: City of Bloomington, Illinois
115 East Washington Street
Bloomington, Illinois 61702-3157

Client Contact Information: Ryan Otto, P.E., Project Engineer City of Bloomington Public Works Department
(309) 434-2225

Project Name and Location: Lutz Road Improvements Study and Design
Lutz Road between Morris Road and Luther Oaks in Bloomington, Illinois

Effective Agreement Date:

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:

Perform a preliminary engineering study evaluating various potential improvements to Lutz Road between Morris Road and Luther Oaks. Present findings to City of Bloomington Public Works staff in the form of a Feasibility Study/Report. Prepare plans, specifications and estimates for treatment preferred by the City.

See Attachment A for Agreed Upon Scope and Manhours

See Attachment B for Cost Estimate of Consultant Services

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

Estimated Fee: Cost Plus Fixed Fee Not to Exceed \$59,144.61

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. 230-13142.00, 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:

- 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
- 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.
- 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.
- 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.
- 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.~~ RJA 11/12/13

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**.

~~**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**.~~ RJA 11/12/13

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: City of Bloomington

Sign: _____

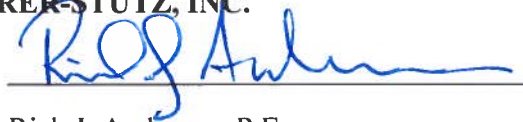
Print: _____

Title: _____

Date: _____

Submitted By:

MAURER-STUTZ, INC.

Sign: 

Print: Rick J. Anderson, P.E.

Title: Vice President

Date: 11-12-2013

Lutz Rd from Morris Ave to Luther Oaks

SCOPE/MANHOURS

PHASE I		TOTAL HOURS	PHASE II		TOTAL HOURS
A.	Compilation and Evaluation of Data		A.	Plans	
1	Review Data Provided from City	4	1	Cover Sheet	4
2	Field Trips - Assume 2	6	2	Index, Gen Notes, List of Standards, Status of Utilities	4
B.	Surveys - Using 2 person crew		3	Summary of Quantities	8
1	DTM Survey including Topo and Processing	36	4	Schedule of Quantities	24
2	Alignment - Horizontal Control, Tie Points	2	5	Typical Sections	4
3	Level Circuit & Benchmarks	2	6	Alignment, Ties and Benchmarks	8
4	Existing ROW Determination/Research	30	7	Removal Plans	16
			8	Plan and Profile Sheets	20
C.	Location (Feasibility) Study		9	Intersection Detail Sheets	8
1	Horizontal Alignment	2	10	Drainage/Erosion Control Sheets	16
2	Vertical Alignment	4	11	Maintenance of Traffic Plans	24
3	Existing Typical Section(s)	2	12	Right of Way Info on Plan Sheets	2
4	Profile	4	13	Special Details/City Standards	8
5	Cross Sections	24	14	Cross Sections	16
6	Drainage Analysis and Recommendation	32			
7	Sight Distance Analysis	2	B.	Specifications	
8	Accident Analysis	6	1	Project Specific	8
9	Traffic Management Analysis	4	2	City Specials	4
10	Hazardous Mailbox Analysis	1	3	IDOT Specials/Checksheets	4
11	Tree Analysis (No Survey Required)	1			
12	Utility Impacts	24	C.	Estimates	
13	Soil/Pavement Analysis	8	1	Estimate of Cost	4
14	Develop Alternates	24	2	Estimate of Time	4
15	Proposed Typical Sections	8			
16	Plan and Profile Sheets/Exhibits	32	D.	NPDES Permit/SWPPP	8
17	Determine Construction Limits	8			
18	Preliminary Estimates Of Cost	8	E.	Contract Proposal/Bidding Documents	8
19	Summarize/Present Alternates	12			
20	Public Meeting	10	F.	Prebid Conference	4
21	Council Meeting	4			
			G.	Construction Consultation	12
D.	Prop. ROW/TE				
1	Calculations	24	H.	Record Drawings	12
2	Drafting	24			
3	Legal Descriptions	24	I.	Administration/QC/QA	16
				Phase II Sub-Total	246
E.	Coordination Meetings			GRAND TOTAL	646
1	With City 4 Mtgs-3 Persons-I Hr Per Mtg	12			
2	With Utilities	4			
F.	Administration/QC/QA	12			
	Phase I Sub-Total	400			

Lutz Road Improvements: Morris Avenue to Luther Oaks
RFQ NO. 2014-25

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

1. Foth
2. Robinson Engineering
3. Terra Engineering, Ltd.
4. Christopher B. Burke Engineering, Ltd.
5. Knight Engineers & Architects
6. Baxter & Woodman, Inc.
7. Chamlin & Associates, Inc.
8. Lewis, Yockey & Brown, Inc.
9. Hurst - Rosche Engineers, Inc.
10. Quigg Engineering, Inc.
11. Infrastructure Engineering
12. Martin Engineering Company
13. Crawford, Murphy & Tilly, Inc.
14. Maurer - Stutz
15. McClure Engineering Associates, Inc.
16. Thomas Engineering Group

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

1. Maurer-Stutz
2. Chamlin & Associates, Inc.
3. Christopher B. Burke Engineering, Ltd.

Lutz Road Improvements: Morris to Luther Oaks





FOR COUNCIL: November 25, 2013

SUBJECT: Professional Engineering Services Contract with Farnsworth Group, Inc. for Downtown Street Lighting Master Plan Services

RECOMMENDATION/MOTION: That the price from Farnsworth Group, Inc. for a Professional Engineering Services Contract in an amount not to exceed \$74,670 be accepted, the contract approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 6a. More beautiful, clean Downtown area, Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments, and Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: As outlined in the September 2013 City of Bloomington Downtown Streetscape Master Plan 5-Year Capital Improvements Report, the City is committed to a vibrant Downtown that will become a regional destination, while preserving the City's history and heritage. One of the future vision elements of Downtown outlined in the report is streetscape beautification projects. The history of these types of projects and the need for further study are also outlined in the report. As a follow-up to the issuance of the report, a Council work session and Downtown stakeholder meetings have been held to discuss the report's recommendations and gain comments and suggestions from the community.

Staff recommended and Council approved including provisions in the FY 2014 budget to engage the services of a consultant to study and prepare a Downtown Streetscape Lighting Master Plan. The FY 2014 budget, which included this Master Plan project, was approved by adoption of the associated ordinance during the Council Meeting held on April 8, 2013. The Master Plan scope of services includes review of existing conditions and preparation of conceptual plans that will include recommended light fixture locations, controllers, conceptual wire routing, circuiting, and the associated cost estimates. In addition, location considerations and recommendations for future trees and other plantings, benches, trash receptacles, bike racks and other fixtures will be provided. Comments and suggestions received from the work session and stakeholder meetings will be reviewed and incorporated into the Master Plan as applicable and appropriate.

Farnsworth Group, Inc. 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 four (4) down to two (2) consultants,
- (3) Interviewing these two (2) 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 two engineering firms that were selected for interviews are attached. Farnsworth Group, Inc. was selected as the best firm to perform the Downtown Street Lighting Master Plan Services because of their experience with similar projects, quality of relevant master plans, and their understanding of the project needs, schedule, and scope.

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.

Under the proposed professional engineering services contract, the selected engineering firm will be performing analysis, completing studies and preparing a written report outlining findings and recommendations. The contract amount included in the Professional Engineering Services Contract will be a not-to-exceed amount. The final overall rates and fee proposed by Farnsworth Group, Inc. is fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications (RFQ 2014-27) was mailed to local and other Illinois based Professional Engineering Companies on September 5, 2013. In addition, the RFQ was posted on the City website and advertised in the Pantagraph on September 6, 2013.

FINANCIAL IMPACT: The budget for this item is \$75,000 in Capital Improvement-Engineering Services (40100100-70050). Stakeholders may locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on pages 106, 274 and 311.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement
Attachment 2. City of Bloomington Downtown Streetscape Master Plan 5-Year Capital Improvements Report
Attachment 3. Map
Attachment 4. Downtown Streetscape Comments/Suggestions from Council Work Session and Downtown Stakeholder Meetings
Attachment 5. Engineering Firm List

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

AGREEMENT FOR PROFESSIONAL SERVICES Streetscape Lighting Master Plan

AGREEMENT is effective this _____ day of November in the year 2013 between Farnsworth Group, Inc. hereinafter referred to as the CONSULTANT, of 2709 McGraw Drive, Bloomington, IL 61704 and the City of Bloomington, IL hereinafter referred to as the OWNER.

PROJECT DESCRIPTION

Generally, the role of the CONSULTANT is to provide master planning services for the OWNER'S Downtown Streetscape Lighting Master Plan. It is anticipated that the Master Plan will include sufficient preliminary concept design information to be utilized by others for incorporation into design development and construction documents.

The intent of the Master Plan is to provide a framework for future decision making to support and promote the mission, value, goals and objectives of the City of Bloomington. The planning process will focus on concepts and general standards and conceptual details but will not include specific details as those will be developed at a later time.

We understand the Project Area is defined as a rectangle formed by Locust Street (North), Prairie Street (East), Olive Street (South) and Lee Street (West). Main touch points of the Master Plan are to include:

- Review of the existing installations in the downtown area, existing lighting plans and OWNER'S conceptual lighting location layout.
- Perform cursory review regarding general site conditions including sidewalk/curb conditions, existing utility locations and possible underground vault locations. Intent is to generally identify possible locations but not conduct an exhaustive investigation.
- Develop guiding principles for the Master Plan.
- Coordinate with the electric utility regarding potential new service feeds. Decorative lighting to match what was installed in previous Streetscape phases.
- Consider opportunities for future tree and other plantings. Include performance data on recommended fixtures and other amenities such as benches and trash receptacles.
- Preparation of conceptual plans locating recommended light fixture locations, controllers, conceptual wire routing, and circuiting.
- Identify opportunities for phasing, with staff input.
- Final deliverable that includes a written report, layout plan showing suggested light fixture locations and preliminary opinion of probable costs.
- Presentation of Master Plan to City Council.

The CONSULTANT may use such information from the OWNER in performing its Services and is entitled to rely upon the accuracy and completeness thereof.

SCOPE OF WORK

The following describes the scope of services for each task.

Task 1: Data Gathering

Meetings

- Attendance at two public meetings (three meetings maximum) with the Downtown Stakeholders to review the 5-Year Capital Improvements report with specific focus on proposed decorative lighting and to gather information from downtown stakeholders.
- Conduct a meeting with Asst. City Engineer and City Administration to determine a prioritized list of areas for street lighting and phasing opportunities.
- Conduct a meeting with the Information Services Department and Police Department to review potential security camera locations and mounting requirements per the 5-Year Capital Improvements Report.

Site Visit(s)

- Review existing data including City inventory data, existing topographical data and other pertinent information in order to get generally familiarized with existing conditions prior to site visits. Review record information provided by OWNER that includes current sidewalk and vault inventories.
- Conduct a site visit and review record data provided by OWNER to determine the potential location of the underground vaults within the study area. Investigation is currently limited to edge conditions along the curb line where electrical conduits maybe located. Design of improvements for the mitigation of the vaults are not included but could be done as an additional service on a Time and Materials Basis once more information is known.
- Conduct a maximum of two site visits to gather/verify data to determine the existing amperage usage and spare capacity of each of the three existing lighting controllers.
- Conduct a maximum of two site visits to observe existing conditions, potential lighting controller locations and to document each street of potential decorative lighting.

Task 2: Planning

- Develop opportunities for lighting placement, landscape, pedestrian spaces, and site accessories that are consistent with current City of Bloomington Standards.
- Planning to include review and incorporation of Council/Downtown Stakeholder comments/suggestions received to date and those received as a result of meetings.
- Respond to the OWNER's questions relating to the development of the project. Assist with answering questions concerning general design criteria, potential substitutions and other items pertaining to Master Plan.
- Investigate requirements to develop lighting plans within State right-of-way.
- Coordinate with Ameren regarding potential costs for demolition of existing cobra head type fixtures and discuss existing circuiting of Utility light poles.
- Prepare decorative street lighting master plan with the following items:
 - Written report that includes:
 - Existing conditions general assessment with photographs.

- Identification of potential future lighting phases with a list of possible obstacles including vault work, sidewalk or curb repairs.
- LED retrofit lamp analysis with side-by-side comparison to presently used lamp.
- List of IDOT requirements for the lighting of US Route 51 East & Madison Streets with a recommendation for action and pole/fixture as required.
- General layout recommendations pertaining to the street lighting design such as in-grade junction boxes, spare conduits, or pole bases.
- Recommendation of special amenities such as:
 - Typical landscape beds and accessories.
 - Typical lighting and landscape layout interface /spacing for each block.
 - Pedestrian gathering areas.
- Recommended component details and manufacturer cut-sheets for refinement during final design (i.e. typical light fixture foundation detail, controllers, light fixtures, etc.).
- Lighting layout of the downtown boundary area that identifies:
 - Potential lighting phases with estimated lighting and receptacle circuit groupings and associated controller assignments.
 - Suggested decorative light pole locations.
 - New controller locations and locations of closest utility transformer vaults.
 - Location opportunities for special amenities.
- McGIS Data is intended to be used as a background for the report.
- Preliminary opinion of probable cost of improvements identified in master plan on a per-block and per-side basis.
- Provide a copy of final deliverables in electronic (native) format with printed copies.

Task 3: Reporting

Meetings

- Conduct two draft report review meetings with City Staff during course of project, one at 75% and one at 90%.
- Attendance of team at one City Council meeting to present findings, review Master Plan and answer specific questions by Council members.

Schedule of Services:

Anticipated Council approval.....	November 25, 2013
Public Meetings.....	December, 2013
Master Plan Investigation.....	Jan-Feb., 2014
Final Master Plan Report.....	March 4, 2014

YOUR RESPONSIBILITIES

It will be the OWNER's responsibility to provide the following:

- Coordination with other streetscape committee members including designated representatives from the downtown business owners.

- Furnish copies of all available construction documents from previous projects around the downtown area. Furnish preliminary vault and sidewalk inventories.
- Full information in a timely manner regarding requirements for and limitations on the Project.
- Provide information regarding changes in project scope.
- Correspondence with IDOT if necessary.
- Authorize additional services to CONSULTANT for changes/additions to the Scope of Work.

OPTIONAL SERVICES

- Additional vault assessment or verification beyond what is included.
- Geotechnical surveys and/or archeological surveys.
- Multiple revisions beyond the listed scope of services, changes in project scope, or other unforeseen circumstances.
- IDOT submittals, reviews or other requirements.
- Topographic survey of study areas.

The CONSULTANT will provide the additional optional services listed above, as well as any additional services not listed, as requested or approved by OWNER'S Representative on a Time & Materials basis.

SCHEDULE OF FEES

The time and materials, not to exceed fees for the scope of services presented above for the various components of the project are summarized below:

Task 1: Data Gathering	\$16,370
Task 2: Planning	\$39,400
Task 3: Reporting.....	<u>\$18,900</u>
	\$74,670

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the OWNER and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on this _____ day of November, 2013.

FARNSWORTH GROUP, INC.

CONSULTANT

Signature

Eric L Cluver

Typed Name

CITY OF BLOOMINGTON

OWNER

Signature

Typed Name

Architectural Manager

Title

November 13, 2013

Date



Signature

David G. Burnison

Typed Name

Principal

Title

November 13, 2013

Date

Title

Date

Signature

Typed Name

Title

Date

Date: November 13, 2013
Client: City of Bloomington Illinois
Project: Streetscape Lighting Master Plan

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

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

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the

number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the

Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of PROJECT. CLIENT

agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering utilities or other man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time

spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Farnsworth Group, Inc.
Schedule of Charges - January 1, 2013

Engineering / Surveying Professional Staff	Per Hour
Engineering Intern I	\$ 97.00
Engineering Intern II	\$ 106.00
Engineer / Land Surveyor	\$ 113.00
Senior Engineer / Senior Land Surveyor	\$ 119.00
Project Engineer / Project Land Surveyor	\$ 132.00
Senior Project Engineer / Senior Project Land Surveyor	\$ 147.00
Engineering Manager / Land Surveying Manager	\$ 163.00
Senior Engineering Manager	\$ 174.00
Principal/Vice President	\$ 185.00
 Engineering/Surveying Technical Staff	
Administrative Support	\$ 63.00
Technician I	\$ 63.00
Technician II	\$ 83.00
Senior Technician	\$ 92.00
Chief Technician	\$ 106.00
Designer / Computer Specialist/Lead Technician	\$ 115.00
Senior Designer	\$ 119.00
Project Designer / Project Technician	\$ 127.00
Senior Project Planner / Senior Systems Integration Specialist	\$ 130.00
Senior Project Designer / Systems Integration Manager / Senior Project Technician	\$ 144.00
 Architecture Staff	
Architectural Intern I / Landscape Architect Intern I / Interior Designer I	\$ 85.00
Interior Designer II	\$ 91.00
Architectural Intern II / Interior Designer III / Landscape Architect Intern II	\$ 95.00
Architect / Landscape Architect / Architectural Designer	\$ 108.00
Senior Architect / Senior Architectural Designer	\$ 114.00
Project Architect	\$ 125.00
Senior Project Architect / Senior Project Landscape Architect	\$ 138.00
Architectural Manager / Landscape Architectural Manager	\$ 146.00
Senior Architectural Manager	\$ 153.00
Principal, Architecture	\$ 172.00
 Miscellaneous/Expenses	
Expert Testimony	2xbilling rate
Per diem	\$40.00/day
Field Vehicle	\$11.00/hr
ATV & Trailer	\$11.00/hr
Automobile	\$.59/mi
CADD Computer	\$15.00/hr
Hand Held GPS	\$11.00/hr
1 Unit GPS (Maximum \$440/day)	\$22.00/hr
2 Unit GPS (Maximum \$440/day) / GPS Robotic	\$44.00/hr
3 Unit GPS (Maximum \$660/day)	\$66.00/hr
Robotic Total Station	\$22.00/hr
Subcontractors & Other Reimbursable Expenses Related to Project*	Cost+ 10%
(*Includes the actual cost of subcontractors, blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.)	

CHARGES EFFECTIVE UNTIL JANUARY 1, 2014 UNLESS NOTIFIED

City of Bloomington Downtown Streetscape Master Plan 5-Year Capital Improvements Report



September 2013
Prepared by: William C. Hanks
Graduate Management Intern
and Stephen Arney
Public Works Miscellaneous Technician



Background: Heart of the city

The City of Bloomington is committed to a vibrant downtown that will become a regional destination, while preserving the City's history and heritage. It represents the heart of the city, presents fine architecture and offers amenities and events unique to the municipality.

Downtown, primarily, is bordered by Olive Street to the south, Locust Street to the north, East Street to the east, and Madison Street to the west. However, some of its finest niches are *outside the U.S. 51 arterial roads of Madison and East. To the west, a multi-purpose coliseum* provides a venue for sports, music and conventions, and a public ice skating center adjoins it. To the east, Front Street shines and a movie theater has been converted into a music venue. To the north, a cultural district serves a multitude of tastes in drama, music and fine art. In its core, downtown serves as government center, commercial center and residential living spot and is home to multiple art galleries, restaurants and taverns. A history museum in the former courthouse serves both as cultural and architectural anchor.

Despite its potential, downtown has struggled at times through the decades – as is common for central business districts in mid-sized American cities. During the past three decades, Bloomington government has played a leading role in rejuvenating the heart of the city. This document aims to guide the City Council, and was created at its request, as City leaders continue involvement in partnership with other Downtown stakeholders. The report first summarizes public improvements, then offers recommendations for future action.

Streetscape Projects

One element of the future vision of downtown Bloomington is streetscape beautification projects. The City of Bloomington needs to explore revenue sources and create a long-term plan to continue to see the progress. In 1986, Bloomington created a Downtown Tax Increment Financing (TIF) district to provide for comprehensive renewal of Downtown Bloomington. A TIF allocates future increases in property taxes from a designated area to pay for improvements only within that area. TIF did much to fund streetscape work and to provide incentives to the private sector. However, the Downtown TIF expired at the end of 2009. Without a Tax Increment Financing (TIF) district in downtown Bloomington, it is important to continue the commitment to a better downtown Bloomington through other sources and create a long-term capital improvement plan in collaboration with the downtown residents, businesses, the Downtown Bloomington Association and downtown property owners.

Since 2003, the City of Bloomington completed three major improvement projects in the downtown district: The Bloomington Downtown Courthouse Square Streetscape project, Downtown Bloomington Main Street Beautification project and the Main Streetscape Improvement project.

Figure 1 on the right shows the northeast corner of the Courthouse Square. Work on the Bloomington Downtown Courthouse Square Streetscape project started in 2003. The project was funded by a \$925,000 grant awarded to the City through the Illinois Department of Community Affairs. The purpose was to enhance the streetscape on both sides of the four streets (Main, Jefferson, Center, and Washington) surrounding the courthouse with landscaping, sidewalks, curb improvements, and the installation of decorative lights.

The Downtown Bloomington Main Street Beautification project occurred in 2007. On the right, Figure 2 shows the 100 block of Main Street. The project was partly funded by a \$30,000 Illinois Transportation Enhancement Program (ITEP) grant and around \$165,000 from federal funds.

The City spent approximately \$72,000 for the Main Street Beautification project. The project area was the 100 block of Main Street from Washington to Front streets. The scope included installation of decorative lights, landscaping improvements, and sidewalk replacement.

The Main Streetscape Improvement project started in 2009 and included four blocks: Main Street from Jefferson to Mulberry streets and Monroe Street from Main to Center streets. The project cost approximately \$2 million and was funded by the remaining money in the expiring Downtown Tax Increment Financing (TIF) fund. The scope of the project included some private vault filling, sidewalk replacement,



Figure 1: Bloomington Courthouse Square



Figure 2: 100 Block of Main Street



Figure 3: Convergence of Purpose Statue



Figure 4: Main & Jefferson Intersection

installation of combined trash and cigarette receptacles, decorative benches, trees, decorative lights, and a concrete base for the Convergence of Purpose statue in front of the Bloomington Center for the Performing Arts. The Convergence of Purpose statue, which is shown in Figure 3 on the previous page, is a life-size statue of Abraham Lincoln, Jesse Fell, and David Davis.

On the left, Figure 4 shows the decorative lights along Main Street near the Jefferson Street intersection.

The City also completed a smaller scale project, in the 600 block of Main Street in 2012. This project was budgeted for \$50,000. Figure 5 shows the block. The scope of the work included installation of decorative lights and sidewalk replacement. The majority of the decorative light work was funded by the 2012 Traffic Signal Maintenance contract. While City electricians installed the decorative light poles, the City paid a contractor for foundation and underground electrical conduit work. Sidewalk replacement was paid through general revenue sidewalk money.



Figure 5: 600 Block of Main Street

Harriett Fuller Rust Grant Program

In addition to the major streetscape projects, the City has committed itself to improved aesthetics through other avenues, while preserving the history of downtown. An example is the Harriett Fuller Rust Grant Program. The grant allows property owners or business owners to receive grants of up to 50 percent of the total cost of work on facade rehabilitation, repair or restoration, and/or structural work. In Fiscal Year 2012-13, the City spent about \$100,000 on the program and an additional \$25,000 in encumbrances. The Council has approved \$200,000 for Rust grants for the fiscal year 2013-2014. Over the years, the grants incentivized owners on scores of projects while protecting the historical integrity of buildings; the Historic Preservation Commission approves grant applications and ensures that facade changes are conducted in a historically sensitive manner.

Parking adjustment

The City of Bloomington took a small but meaningful step in addressing parallel parking. In 2007, the City started experimenting with removal of the tick markings on the pavement at parallel parking spaces. A tick mark indicates the boundary of a designated parking space.

Motorists can get parking tickets for failing to park within tick marks. Eliminating tick marks creates more space for parking.

Other Accomplishments:

With Bloomington's continued action agenda commitment to improve the downtown area, City Manager Hales assigned Deputy Manager Adkins to create and direct a 5-year improvement plan in 2012. In December 2012, the staff formed an internal team with the goals to increase security and enhance the streetscape in the downtown area while preserving the history and heritage of Bloomington. The internal team combines of City staff from various departments that have a direct interest in the issues being addressed. The team includes:

- Barb Adkins, Deputy City Manager
- Kevin Kothe, City Engineer
- Jeff Kohl, Engineering Technician
- Jeff Raines, Engineering Technician
- John Kennedy, Parks, Recreation, and Cultural Arts Department Director
- Troy Olson, Engineering Technician
- Jim Karch, Public Works Director
- Scott Sprouls, Director of Information Services
- Don Gilmore, Superintendent of Streets & Sewers
- Robert Meows, Superintendent of Parks & Recreation

The team conducted a walking tour of downtown and met multiple times to discuss concerns and needs for downtown.

Proactively, the following items were completed by each department:

The Public Works Department created a map of the downtown that identifies locations of existing and proposed items, such as benches, bike racks, cameras, trash cans, and decorative lights (See Attachment 1). The items on the map were added with input from the members of the project team.

The Public Works Department identified inlets and sidewalks that need to be replaced. Within the Fiscal Year 2012-2013 budget cycle, The Public Works Streets and Sewers Division workers have completed repair work in the downtown area:

- Inlet repair work at the northeast corner of the Market and Center intersection.
- Inlet repair work at the southeast corner of the Monroe and Center intersection.
- Inlet repair work at the southeast corner of the Jefferson and Main intersection.
- Replaced a no parking sign at the corner of Washington at Main Street.
- Alley approach repair work on the north side of Mulberry Street.

At right, Figure 6 shows completed inlet repair work. The sidewalks and ramps were replaced at those locations. Three additional ramps were



Figure 6: Example of Completed Inlet Repair Work

contracted out and replaced at the intersection of Mulberry and Main streets in Fiscal Year 2012-2013. These ramps are now compliant with the new ADA (Americans with Disabilities Act) standards and with the new curb ramps guidelines set by the Illinois Department of Transportation (IDOT).

The Parks, Recreation, and Cultural Arts Department removed two Hawthorne trees at 415 North Center Street because of a heavy insect infestation problem. In addition, the department removed a dead oak tree at the corner of Market and Center in front of the parking garage.

Security Cameras

The Information Services Department installed a wireless network infrastructure, a video management system (VMS), and four (4) cameras to enhance safety in the downtown district. Figure 7, shown at the right, is an example of a camera and a wireless access point in the downtown district. The camera on the corner of Main and Mulberry streets was moved from the concrete Ameren pole to the decorative pole.

In 2008, the City secured a grant from the State Farm Foundation for technology for \$169,500, with \$80,000 being earmarked for the downtown cameras. Money remains available, and the Police Department has prioritized locations for future cameras. The first priority would be a camera at the intersection of Washington and Main Street. The second priority would be a camera mid-block in the 500 block of Main Street. The camera would face towards the east to allow a better view of the heart of the bar district. The third priority would be Front Street, but the exact location is still to be determined. The Police Department plans to have cameras installed for the first two priority locations by late summer of 2014.

The City should plan for future camera locations along Center Street to increase safety. It would be wise to pick one corner at each intersection for a camera post. In the future, these camera posts may be used for a wireless network in the downtown district.

Decorative Lights

Decorative lights have been a key element in enhancing downtown and staff envisions expanded use of them. Figure 8, on the right, is an example of a 5-globe decorative light. Entering 2013, there were 91 existing decorative lights in the downtown district. Among those, there were 37 single-globe light stands, 1 two-globe, 5 three-globe, 1 four-globe, and 47 five-globe lights. Additional location information can be found by looking at the map on



Figure 7: Camera & Wireless Access Point Pole Example



Figure 8: 5-Globe Light

Attachment 1.

The team conducted a nighttime check of the street lights to ensure all the lights worked properly. The nighttime check led to the decision to removed four (4) concrete Ameren light poles along Main Street.

Decorative lights come with challenges, and the team identified several concerns. First, decorative lights are fed off of a circuit, and there are questions that need to be analyzed, such as how many lights can be fed off of one circuit and the best way to construct a plan. Second, the installation of decorative lights requires trenching. That means digging up sidewalks. Third, the Police Department has noticed that ambient lighting from the decorative light globes has a negative impact on the quality of camera images if the camera is not situated high enough or the camera is not in the right position. The camera that experienced the most trouble was the one the intersection of Mulberry and Main streets. The City switched that camera from an Ameren light pole to a decorative light pole to improve image quality.

Design budget

The team proactively recommended that \$75,000 be allocated in the Fiscal Year 2013-2014 -- and the Council agreed -- for the design phase of the Downtown Streetscape Master Plan. The Master Plan includes designing and outlining locations for decorative lights, benches, and bike racks. The City Council also approved \$400,000, which would be distributed evenly in each of the next four budget's cycles following Fiscal Year 2013-14. The \$400,000 is earmarked for the construction of any downtown streetscape improvements. Attachment 2 is a copy of the budget sheet for the Downtown Streetscape Improvements project in the Capital Improvements Program.

Observations on vaults

Sidewalk vaults constitute a major obstacle in downtown improvement. Vaults are basement spaces extending underneath sidewalks. They belong to private property owners and were created in decades past for coal delivery and for storing goods. On the right, Figure 9 shows an example of a sidewalk vault. It is one of the few that is visible from the sidewalk.

Some of the vaults are now abandoned by the property owners while other property owners are unaware of their existence; the City and the owners do not know their locations.



Figure 9: Sidewalk Vault Example

Although private vaults are underneath City sidewalks in the public right-of-way, they are the responsibility of the property owners to maintain because they are part of the owner's property.



Figure 10: A Collapse Sidewalk Above a Vault



Figure 11: Tree Grate Example

Vaults at best present a planning dilemma. Unused vaults should be filled, but at whose expense? At worst, they are a safety hazard. There have been a few cases in which the sidewalk above a vault has collapsed. Figure 10, at left, shows one such example of collapse. The City has tried pilot programs, such as coring and ground penetrating radar (GPR), to locate the sidewalk vaults, but the results are not what the staff expected. There is still a need to update records.

Decorative tree grates

Another negative element in the downtown district is decorative tree grates. They are an example of good intentions with negative consequences. Tree grates are the steel structures that sit atop mulch, which surrounds the tree. (See Figure 11, on the left.) Tree grates make it difficult for City staff to perform maintenance to the tree, such as putting in new mulch. Worse, the grates, intended to improve aesthetics, accomplish the opposite: They become collectors for trash, general debris and cigarette butts. All grates should be removed.

Recommendations:

The City of Bloomington is committed to proactively seek ways to improve the streetscape and overall beauty of downtown while preserving the history and heritage of Bloomington. The formation of the internal team is another step towards the City Council's goal for the downtown, which is outlined in the City of Bloomington Strategic Plan as Goal 6: A Prosperous Downtown Bloomington. The City Strategic Plan was adopted by the City Council on January 25, 2010. (Please see Attachment 3 for more details about the Strategic Plan Goal 6.) The team has identified needs and outlined recommendations for the capital improvement plan:

- **Complete Infrastructure Rehabilitation, Block-by-Block Approach:** This refers to an emerging Public Works strategy in which a block gets comprehensive infrastructure work at one time rather than piecemeal work. The team feels that this approach to improve downtown will provide better guidance and a blueprint from which to work. The approach will include addressing underground utilities (sanitary/storm sewers), curb & gutters, sidewalks, sidewalk ramps, fire hydrants, signage and decorative lights at a given

spot at one time. This will ensure proper planning for improvements in the downtown district and maintain consistency within the whole city block.

- **Implement a Decorative Light Plan:** The team recommends gradual addition of 321 decorative lamps (185 single-globe, 8-three globe, and 128 five-globe lights). With the \$75,000 approved by the Council for FY 2013-2014 budget, the staff recommends a design phase for the planning. The design phase is needed because of the unknown locations of vaults and electrical circuits, and to ensure proper planning and synchronizing with other downtown work. Questions need to be answered, such as how many lights can be fed off of one circuit and the best way to construct a lighting plan. The staff also recommends a policy to conduct monthly street light checks in the downtown area. This will ensure that all the street lights are properly working.
- **Conducting a Vault Inventory:** This is one of the more pressing needs moving forward because the City has incomplete records vault locations. Staff feels it can be more efficient and effective with a vault inventory in hand. Cooperation will be needed from property owners to accomplish the goal.
- **City Policy for Private Vaults:** The City should create a policy on how to handle the private vaults in the downtown district because of the expense to fill the private vaults. It is estimated that it would cost approximately \$25,000 for a typical vault fill without any unseen circumstances, such as asbestos removal, utilities conflicts, and structure conflict associated with the adjacent building.
- **Pan/Tilt/Zoom (PTZ) Camera Preference:** The Public Works Department will continue to coordinate with the Police and Information Services departments on future camera locations, as citizens' safety is a primary goal for the City. The Police and Information Services departments prefer that the City purchase pan/tilt/zoom (PTZ) cameras over fixed cameras because the PTZ cameras cover a larger area, assisting police in investigating a situation from multiple angles. The cameras also can zoom into a particular spot. Also, a PZT camera angle can be adjusted easily in the event of a problem, such as obstruction of a view.
- **Remove and Plant New Trees:** In the future, the Parks, Recreation, and Cultural Arts Department wants to remove 14 trees at an estimated cost of \$3,500. Forty-six new trees would be planted, for \$3,700. The team also recommends removing all tree grates in the downtown district.
- **Adding Other Amenities:** The team recommends approval for the Parks, Recreation, and Cultural Arts Department wish to purchase three 4-inch benches, two waste receptacles, and two bike racks with an estimated cost of \$5,600.
- **Replacing Sidewalks:** The Public Works Department has estimated that it would cost \$30,000 to replace bad sidewalks in the downtown district. These sidewalks will not comply with the Americans with Disabilities Act (ADA) if not addressed in a timely manner. There also are brick squares within the City sidewalks on the 500 block of

Center Street that should be torn out and replaced. Brick sidewalks are slippery when wet and become easily displaced, making it difficult and sometimes dangerous for pedestrians who are elderly and who have disabilities. However, staff feels it would be poor planning to replace any sidewalks without a decorative light plan. Installing decorative lights would require trenching and require sidewalks to be torn out and replaced. Infrastructure should be completely rehabilitated using the Block By Block method.

- **No Drinking Fountains:** Staff feels that drinking water fountains are not necessary in the downtown district and add an unnecessary expense. They also divert potential customers from merchants who sell water and other beverages.

Conclusion

In preparing the 5-year capital improvement report, staff sought realism in terms of financial ability and sought directness in terms of needs.

- In viewing past actions and recommendations for the future, it is evident that staff members and the Council are looking at downtown as a whole. Areas like the foot of Center Street, which cannot compete with the grandeur up the hill, need streetscape and infrastructure investment even more for that very reason. Downtown improvements need to be widespread.
- In preparing the 5-year capital improvement streetscape plan for the downtown, staff looked at previous improvements, financials and the need to continue/complete streetscape throughout the downtown.
- As part of the preparation of the plan, staff also felt that a design study should be completed to assist the staff with financial planning and transition throughout the five years of the plan.
- The City Council approved \$75,000 in the current fiscal year budget that would allow for a design study to be completed. Staff will be drafting a Qualification Based Selection (QBS) within the next two months. Staff's recommendation on the best qualified Vendor for the work will be submitted to the City Council for approval.
- Over the next month, staff will be presenting the draft plan to the Downtown Business Association, Downtown Property Owners and Downtown Bar Association for their input.

Staff would like to extend much appreciation to the past and present elected officials for their continued commitment to the betterment of the downtown, one of the City's many "Jewels of the Midwest"!

Respectfully submitted,

Barbara Adkins, Deputy City Manager

Sept. 27, 2013, Work Session

Council comments/suggestions

- Plan is no longer considered a 5-year plan. It's now a Long-term Plan, because of the lack of possible revenue.
- Submit to Council for discussion: Vaults and the unknown.
- Adopt tree grates.
- Pots are vandalized each year.
- Highlight infrastructure rehab—Block by Block.
- Add murals.
- Emphasis TOURISM more in the plan because tourism would add to the viability of our Downtown and the financial improvement to merchants and the City of Bloomington from sales tax revenue.
- Solving the Downtown bar scene would go a long way toward improving the appeal of the Downtown for citizens and tourists.

Oct. 1, 2013, joint meeting:

Downtown Bloomington Association and Downtown Property Owners

Comments from various participants:

- Can evergreen trees be planted in the large flower pots during the fall and winter, then recycled in City parks throughout the city?
- Uniform signage throughout downtown.
- Better garbage program throughout the downtown. ...Look at what Bryan, TX., is doing.
- Turn the top surface of the Market Street parking garage into green space.
- Recycling is needed downtown. Can garbage containers be retrofitted as recycle containers?
- Don't put minor budget issues into the plan. (Parks puts dollars in its budget each year.)
- There are only two trash receptacles in the 500 block of North Main. The plan does not show any additional trash receptacles for that block. It would seem to me that there is a great need for sufficient trash and cigarette receptacles along that very block.
- I am happy to see that cigarette disposal receptacles are included in the plan. One suggestion I have is in regard to the retrofitted cigarette receptacles mentioned. I took the photo below of the combined trash and cigarette receptacle on the northeast corner of the History Museum Square. I am hoping that this is not the kind of receptacle that is planned for the downtown area. In my opinion it is unattractive with cigarette butts visible. Also, I don't see that it would be useful in adverse weather conditions.

I am not a smoker, but I would think that ideally a cigarette receptacle should be one in which cigarettes can be disposed of without having to extinguishing them (faster and more convenient) and one that hides the butts. In other cities I have seen many receptacles like the following, and have observed that people generally will use them when they are readily available.

Oct. 15, 2013: Comments

Downtown property owners meeting

- People on Front Street feel left out of the plan.
- City needs to maintain all Downtown alleys.
- A public toilet is needed.
- Add a kiosk at the Coliseum (southwest corner of Front and Madison).
- Garbage/recycling is needed.

Nov. 5, 2013: Comments

Downtown Bar Association

- Convert streets in the downtown to brick.
- If not the whole street, convert the cross walks to brick. This can be done with stamped concrete and adds to the historic feel.
- Parking, Parking, Parking. With inadequate parking there isn't enough for businesses and people living in apartments.
- Don't put parking decks outside of couplet.
- Utilize the parking lot across from Fat Jack's.



Legend

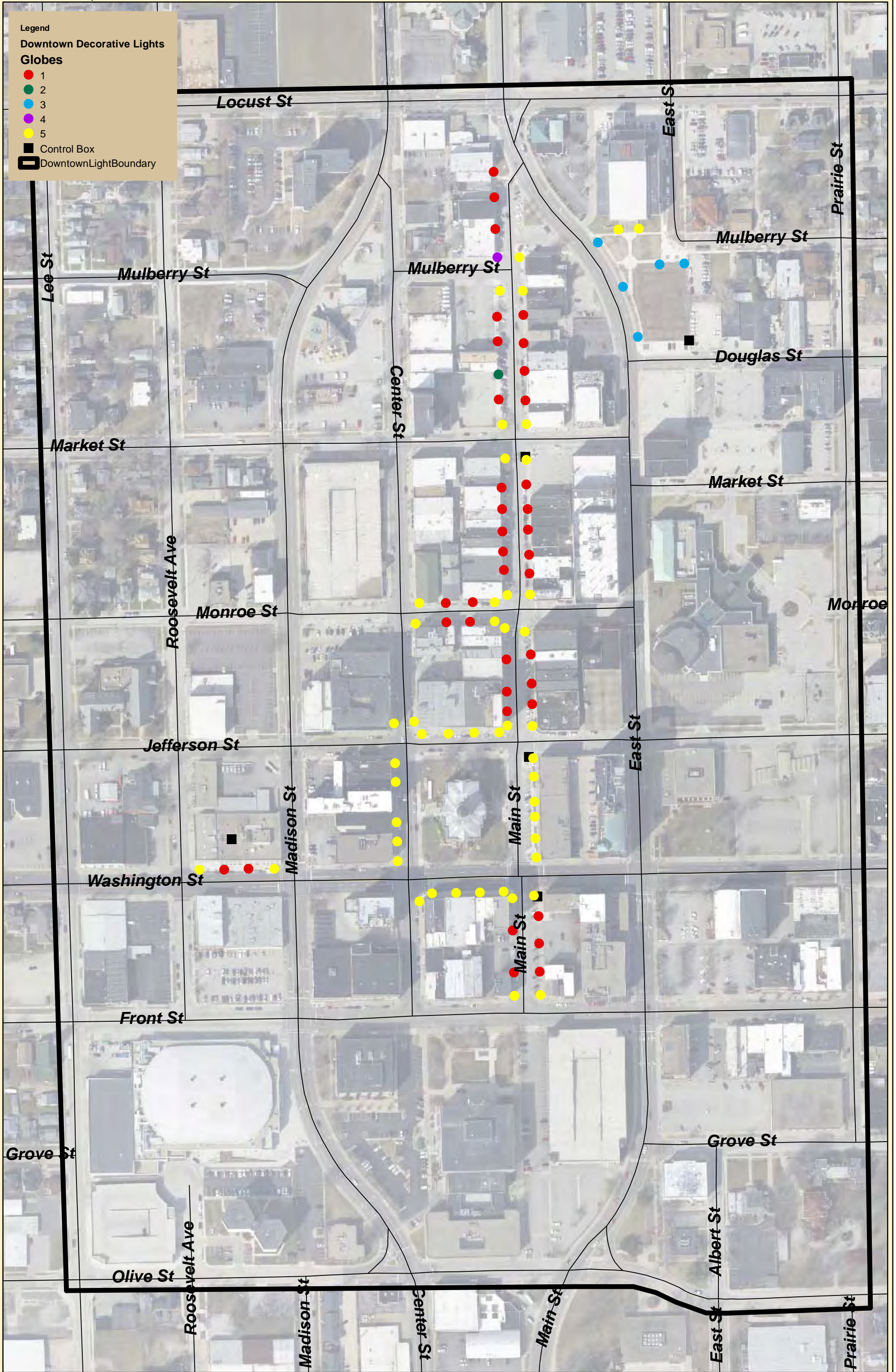
Downtown Decorative Lights

Globes

- 1
- 2
- 3
- 4
- 5

■ Control Box

□ DowntownLightBoundary



DOWNTOWN STREET LIGHTING MASTER PLAN
RFQ NO. 2014-27

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

1. Christopher Burke Engineering, LTD. – Rosemont, IL
2. Farnsworth Group, Inc. – Normal, IL
3. Foth Infrastructure & Environmental, LLC. – Champaign, IL
4. Knight E/A, Inc. – Springfield, IL

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

1. Christopher Burke Engineering, LTD.
2. Farnsworth Group, Inc.



FOR COUNCIL: November 25, 2013

SUBJECT: Microsoft Software Enterprise Agreement License Renewal

RECOMMENDATION/MOTION: That the payment to CDWG, Inc. for the 2013 Microsoft Enterprise Agreement (EA) for software maintenance, support and licensing in the amount of \$112,044.04.64 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: Objective 4 – City Services delivered in the most cost-effective, efficient manner. Microsoft software licenses (PC/Server operating systems, enterprise databases, office productivity software, etc.) are used by staff within every City department to assist daily operations of the City. As such, it is a critical component of achieving the high level of customer service the City of Bloomington strives for.

BACKGROUND: The City has historically participated in an EA with Microsoft Corporation for the use of all of its Microsoft licenses. These licenses include desktop and server operating systems, enterprise databases, office productivity software, network management software and terminal emulation software used to provide desktop application services across some of the City’s slower WAN (Wide Area Network) links. Participation in the EA agreement provides version updates to all software, support, training and transition rights to software when computer hardware is replaced.

Costs for the previous five (5) years of Microsoft EA licensing were:

FY2012	\$100,609.64
FY2011	\$91,689.08
FY2010	\$105,595.37
FY2009	\$107,787.77
FY2008	\$102,575.69

The 2013 payment is higher as a result of the City adding an additional twenty (20) workstations requiring Microsoft licensing for operating system and MS Office productivity suite. Microsoft describes this process as a license “True Up”. Staff reviews current numbers of licenses in use each year and increases the numbers when necessary.

The City is able to participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract, under which the State of Illinois has negotiated with Microsoft for lower licensing costs (Contract: Illinois Microsoft EA Agreement, CMS2595580). The Microsoft reseller selected to manage the State of Illinois contract is CDWG, Inc., of Vernon Hills, IL. As such, the City may only participate in the Microsoft EA by purchasing through CDWG.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Funds for the payment of the 2013 Microsoft Enterprise Agreement (EA) software maintenance and support were appropriated in the FY 2014 budget line item (10011610-70530). This line item is Repair/ Maintenance Office and Computer Equipment. Stakeholders may find this in the FY 2014 Budget book titled “Budget Overview & General Fund” on page 186.

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Director of Information Services

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

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Renewal 2013
Attachment 2. TrueUp 2013

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DSWC307	1328378	10/4/2013

BILL TO:
 CITY OF BLOOMINGTON
 109 E OLIVE ST

SHIP TO:
 CITY OF BLOOMINGTON
 109 E OLIVE ST

Accounts Payable
 BLOOMINGTON , IL 61701-5219

BLOOMINGTON , IL 61701-5219
 Contact: SCOTT
 SPROULS 309.434.2473

Customer Phone #309.434.2509

Customer P.O. # EA PAYMENT QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
PHILIPPE STAPP 866.551.9995	ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
520	2084657	MS EA CORE CAL SA PLAT DCAL SLG Mfg#: W06-01069-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	25.81	13,421.20
520	2084642	MS EA OFFICE PRO PLUS SA PLAT SLG Mfg#: 269-12442-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	74.15	38,558.00
520	2084645	MS EA WINDOWS PRO SA PLAT W/ENT SLG Mfg#: FQC-02460-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	27.59	14,346.80
6	2026955	MS EA PROJECT STD SA SLG Mfg#: 076-01912-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	101.66	609.96
1	2026964	MS EA SYSCTR CONFIG MGR SVR SA SLG Mfg#: J3A-00162-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	94.22	94.22
2	2026956	MS EA SHAREPOINT SVR SA SLG Mfg#: H04-00268-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	799.23	1,598.46
500	2458686	MS EA SHAREPOINT ENT DCAL SA Mfg#: 76N-02468-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	14.05	7,025.00
24	2186887	MS EA SQL CAL SA MVL DCAL SLG Mfg#: 359-00792-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	27.27	654.48
6	2106689	MS EA SQL SERVER STD SA SLG Mfg#: 228-04433-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	145.46	872.76
9	2026959	MS EA SQL SVR STD SA 1 CPU Mfg#: 228-03148-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	1,163.71	10,473.39

11	2026965	MS EA VISIO PRO SA SLG Mfg#: D87-01159-SLG Contract: Illinois Microsoft EA Agreement CMS2595580	86.78	954.58
1	2026967	Electronic distribution - NO MEDIA MS EA WIN SVR ENT SA SLG Mfg#: P72-00188-SLG Contract: Illinois Microsoft EA Agreement CMS2595580	382.67	382.67
39	2026968	Electronic distribution - NO MEDIA MS EA WIN SVR STD SA SLG Mfg#: P73-00226-SLG Contract: Illinois Microsoft EA Agreement CMS2595580	118.19	4,609.41
46	2026969	Electronic distribution - NO MEDIA MS EA WIN RDS DCAL SA SLG Mfg#: 6VC-01253-SLG Contract: Illinois Microsoft EA Agreement CMS2595580	14.05	646.30
1	2552970	Electronic distribution - NO MEDIA MS EA WIN RIGHTS MGT SVCS DCAL SA Mfg#: T98-00798-SLG Contract: Illinois Microsoft EA Agreement CMS2595580	6.61	6.61
10	2026971	Electronic distribution - NO MEDIA MS EA WINSVR DATACNTRSASU STD 1 PRO Mfg#: P71-01541-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	635.58	6,355.80
SUBTOTAL				100,609.64
FREIGHT				0.00
TAX				0.00

US Currency
TOTAL 100,609.64

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.752.3630

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DVSV656	1328378	11/14/2013

BILL TO:
 CITY OF BLOOMINGTON
 109 E OLIVE ST

SHIP TO:
 CITY OF BLOOMINGTON
 Attention To: MELODY BECKER
 109 E OLIVE ST

Accounts Payable
 BLOOMINGTON , IL 61701-5219

BLOOMINGTON , IL 61701-5219
 Contact: SCOTT
 SPROULS 309.434.2473

Customer Phone #309.434.2509

Customer P.O. # TRUE UP QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
PHILIPPE STAPP 866.551.9995	ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
20	2490610	MS EA CORE DCAL PLAT LIC/SA Mfg#: W06-01063-2-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	130.37	2,607.40
20	2306731	MS EA OFFICE PRO PLUS L/SA PLTFRM Y2 Mfg#: 269-12445-2-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	342.17	6,843.40
20	2632370	MS EA WIN PRO UPG SA Mfg#: FQC-02462-2-SLG Contract: Illinois Microsoft EA Agreement CMS2595580 Electronic distribution - NO MEDIA	99.18	1,983.60
SUBTOTAL				11,434.40
FREIGHT				0.00
TAX				0.00

US Currency

TOTAL 11,434.40

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 312.752.3630

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



FOR COUNCIL: November 25, 2013

SUBJECT: Enter into a Lease Agreement with Pitney Bowes for a Connect + 3000 WOW Postage Machine

RECOMMENDATION/MOTION: That the Lease Agreement with Pitney Bowes for a Connect + 3000 WOW Postage Machine be approved in the amount of \$41,400 over sixty (60) months, 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: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: In 2003, the City entered into a lease with Pitney Bowes (PB) for a DM1000. The lease is due to expire December 2013. PB has submitted a proposal to replace this machine with a Connect + 3000 WOW. PB currently holds the National Joint Powers Alliance (NJPA) Contract. The system will continue to provide:

- Mixed thickness feeding
- Weigh on the Way (WOW) in process weighing
- Differential weighing
- Jet Spray sealing
- Intellilink (digital non-impact intelligent metering system)
- Date trail accounting (cost accounting)
- Web enabled

The lease term is sixty (60) months which would be billed quarterly. The following items are included in the lease: maintenance, meter rental and softguard. The cost per month would be \$690. Staff estimates an annual cost savings of \$588.

The City currently averages 6,944 pieces of mail per month and spends approximately \$3,463.43 in postage per month. There is not a dedicated mail staff. This work is performed by the City Clerk's office. Employee productivity is key.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 City Clerk Budget has proposed \$8,280 for rentals for City equipment. The \$8,280 will be budgeted in the City Clerk Rentals (10011310-70420). Stakeholders can locate the fiscal year 2014 budget for this line item account in the FY 2014 Budget book titled "Budget Overview & General Fund" on page 161.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Records & Information Manager

Reviewed by: Tracey Covert, City Clerk

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

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Lease Agreement and Terms
Attachment 2. Details about the National Joint Powers Alliance (NJPA) Contract

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

**PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE**

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Agreement Number

Your Business Information

CITY OF BLOOMINGTON

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)
PO BOX 3157	BLOOMINGTON	IL 61702-3157
Billing Address: Street	City	State Zip+4
	() ext	21507265862
Billing Contact Name	Billing Contact Phone #	Billing CAN #
109 E OLIVE ST CITY HALL	BLOOMINGTON	IL 61701-5217
Installation Address (If different from billing address) : Street	City	State Zip+4
Renee Gooderham	(309) 434 2240 ext	10688282200
Installation Contact Name	Installation Contact Phone #	Installation CAN #
Fiscal Period (from - to)	Customer PO #	Delivery CAN #

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	# Mail Stream Solution - 2	<input checked="" type="checkbox"/> Service Level Agreement
1	Connect+ 3000 Series WOW	Connect+® Advantage - Eligible items are indicated by #
1	Connect+ Series Meter w/PP (NTF)	<input type="checkbox"/> Software Maintenance (additional terms apply) - Provides revision updates & technical assistance
1	220/135 LPM Feature	<input checked="" type="checkbox"/> Soft-Guard® Subscription - Provides postal and carrier updates
1	15 lb Interfaced Weighing	If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBI's current rates.
1	100 Dept Accounting – INVIEW TMR required	<input checked="" type="checkbox"/> IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage resets
1	Black Graphics Upgrade	() Value Based Services
1	10 in. Display – Standard Apps Center	(x) Purchase Power® credit line
1	INVIEW TMR Web Acct Bundle – Single Unit	<input type="checkbox"/> Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.
1	# Connect+ Mono Printer	<input type="checkbox"/> YES PBGFS ValueMAX® Program
1	Connect+ Drop Stacker	(x) No Enrollment (I will provide proof of insurance within the next 30 days as noted in paragraph L9)
	Additional Items on following page	

Your Payment Plan

Number Of Months	Monthly Amount	Billed Quarterly At*
First 60	\$690	\$2,070

() Required advance check of \$() received
 Tax Exempt# State Tax (If applicable)
 () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required

*Does not include any applicable taxes.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 2/13), which are available at www.pb.com/terms and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX equipment protection program (see paragraph L9 page 2) for an additional fee.

Customer Signature	Date	
Tracy Covert	City Clerk	cityclerk@cityblm.org
Print Name	Title	Email Address

Sales Information

Mark Bjornbak	036	
Account Rep Name	District Office	PBGFS Acceptance

**PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE**

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Agreement Number

Your Business Information

CITY OF BLOOMINGTON

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 3157	BLOOMINGTON	IL	61702-3157
Billing Address: Street	City	State	Zip+4
	() _____ ext _____	21507265862	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
109 E OLIVE ST CITY HALL	BLOOMINGTON	IL	61701-5217
Installation Address (If different from billing address) : Street	City	State	Zip+4
Renee Gooderham	(309) 434 2240 ext _____	10688282200	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Customer PO #	Delivery CAN #	

Your Business Needs

1	IntelliLink Subscription
1	15lb Scale Platform/Stand
1	Roll Tape Kit
1	INVIEW Subscription
1	Free Basic Seminar

LEASE TERMS AND CONDITIONS

This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' leasing company. PBGFS provides leasing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 **You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.**

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- (c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). **YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.**

L9.2 ValueMAX Program.

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 **YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.**

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

FOR IMMEDIATE RELEASE
NJPA Contract Award Announcement

Vendor Awarded NJPA National Contract for POSTAGE METERS AND RELATED MAILING EQUIPMENT, SOFTWARE, ASSESSORIES AND SUPPLIES



Engineering the flow of communication™

NJPA contracts # 043012-PIT were recently awarded by the NJPA Board of Directors under the category of “POSTAGE METERS AND RELATED MAILING EQUIPMENT, SOFTWARE, ASSESSORIES AND SUPPLIES.” NJPA contracts are nationally solicited, competitively bid and awarded on behalf of NJPA current and potential government and education member agencies.

Staples, MN (May 6, 2012) – National Joint Powers Alliance® (NJPA) is pleased to announce the awarding of Pitney Bowes the contract for “POSTAGE METERS AND RELATED MAILING EQUIPMENT, SOFTWARE, ASSESSORIES AND SUPPLIES”. The contract was approved by the NJPA Board of Directors on June 19, 2012, and is available nationally to NJPA Members.

“The Pitney Bowes contract represents and demonstrates the exceptional quality and performance that our members have come to expect from NJPA contracts,” noted NJPA Director of Contracts and Marketing Mike Hajek.

“Pitney Bowes is delighted to be awarded the NPJA national contract under the category of Technology Communications Solutions.” said Erik Nelson, Director, Government Sales. This partnership enables NJPA’s 40,000+ members’ access to Pitney Bowes broad range of innovative mailing and shipping solutions along with our value-added services that will help to grow revenue, cut costs and simplify their operations. We are your single source partner for marketing and transactional communication and shipping management solutions, combined with postal savings consulting and payment solutions, flexible financing and world-class nationwide service.

About Pitney Bowes:

Delivering more than 90 years of innovation, Pitney Bowes provides software, hardware and services that integrate physical and digital communications channels. Long known for making its customers more productive, Pitney Bowes is increasingly helping other companies grow their business through advanced customer communications management. Pitney Bowes is a \$5.3 billion company and employs more than 29,000 worldwide. Pitney Bowes: Every connection is a new opportunity™. www.pb.com

About NJPA:

The National Joint Powers Alliance® (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 45,000 member agencies enjoy the value and commitment of the world class NJPA awarded vendors. Go to www.njpacoop.org to join NJPA at no cost, obligation or liability. Learn more about the now over 135 contract solutions available to our member agencies.

Contact: Paul Anderson | 218-894-5487 | paul.anderson@njpacoop.org

NJPA AWARDED CONTRACT



NJPA VENDOR CONTRACT SUMMARY – Pitney Bowes

DATE June 19, 2012	RFP # # 043012
AWARDED CONTRACT NUMBER 043012-PIT	NJPA RFP TITLE & CATEGORY POSTAGE METERS AND MAILING EQUIPMENT, SOFTWARE, ACCESSORIES AND SUPPLIES
CONTRACT PERIOD June 19, 2012 through June 18, 2016	PRICING MODEL LIST LESS %
DESCRIPTION Efficiency, Control and Value in mailing operations	
VENDOR NAME AND ADDRESS Pitney Bowes 10110 I Street Omaha, NE 68154	VENDOR CONTACT Burdette Elsbury Office: 402-902-8210 burdette.elsbury@pb.com www.pb.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.4 "Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". <ul style="list-style-type: none"> • <u>Request for Proposal (RFP)</u> • <u>Bid Acceptance & Award</u> • Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager 	RELATED CONTRACT DOCUMENTATION <ul style="list-style-type: none"> • <u>Affidavit of Advertisement</u> • <u>Bid Opening Witness Page</u> • <u>Bid Evaluation</u> • <u>Bid Comment & Review</u> • <u>Board Minutes</u>
DOCUMENTATION OF CONTRACT MAINTENANCE	ADDITIONAL INFORMATION: <u>Pitney Bowes Contract Award Announcement</u>

NJPA INFORMATION

NJPA CONTACT Paul Anderson	TITLE NJPA Contract Manager
PHONE 218-894-5487	EMAIL Paul.Anderson@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department



FOR COUNCIL: November 25, 2013

SUBJECT: Request to enter into an Early Order Program with Supreme Turf (the distributor) for procurement of Syngenta and BASF (the manufacturers) golf course chemicals from a single source

RECOMMENDATION/MOTION: That participation in an early order discount program for the purchase of various Syngenta-branded and BASF branded chemicals for golf turfgrass management for the 2014 golf season and use of Supreme Turf as the local distributor for these products be approved, and that the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

BACKGROUND: City golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4½ star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. In 2005, Golf Digest also voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly host events from throughout the state, most notably, the Illinois High School State Finals held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, staff needs to continue providing quality playing surfaces. One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage. Damage to the playing surface/turf would result in a significant loss of rounds and revenue, while also requiring major dollars to reseed the infected areas. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is in a preventative manner. By utilizing preventative chemical applications, staff is able to stay ahead of the diseases and suppress potential outbreaks before they occur.

Each year Syngenta and BASF offer an early order program that allows the opportunity to lock in next year's prices at discounted rates. Syngenta and BASF are the two primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Through best practices, the golf course maintenance staff has found Syngenta and BASF products to provide a high level of playing conditions demanded by our golfing public. Supreme Turf has become a valued partner of the City over the last several seasons. They make it a point to regularly tour the course and provide staff with support for the current products being used and provide potential new resources to provide better conditions and increase financial efficiency. Supreme Turf currently provides services to following municipalities and golf

courses: Normal, Decatur, Peoria, Pekin, Springfield, Champaign and Quincy. The golf courses at Illinois State University, Bloomington Country Club and Crestwicke Country Club also use products through Supreme Turf. Entering into the early order program guarantees the discounted price for any additional Syngenta or BASF purchases required during 2014. Additionally, by participating in the early order program, the City is offered extended payment terms with payment not due until mid-July on all early order purchases.

Syngenta and BASF engage the assistance of local recognized quality turf distributors to assure the delivery, service and billing of their products. Syngenta and BASF operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2014, we intend to utilize Supreme Turf which is located in Bartonville, IL. Supreme Turf will store the products on their site and deliver to us on an as needed basis saving us space in our golf maintenance facilities. Supreme Turf's local dealership manager is a former golf course superintendent who has worked diligently for staff over the last years to help improve our golf courses.

There is no statewide contract available for the procurement of these chemicals and fertilizers. The deadline to enter this program is December 9, 2013. Council has given staff permission to participate in this program for the last several years. While other "turf" chemicals are available, experience is that cost savings realized in the "unit price" of the purchase are lost as a result of additional applications which are needed to be as effective as the Syngenta and BASF products. These products provide the desired weed, insect and fungus control needed to keep our golf courses functional and attractive.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Procurement Manager

FINANCIAL IMPACT: The golf courses annually spend approximately \$200,000 on chemicals and conservatively will realize savings of approximately \$21,000 by participating in this early buy program. Funds will be included in the FY 2015 budget and available in Highland Park Golf Course-Other Repair and Maintenance (56406400-70590), Prairie Vista Golf Course-Other Repair and Maintenance (56406410-70590) and The Den at Fox Creek Golf Course-Other Repair and Maintenance (56406420-70590).

Respectfully submitted for Council consideration.

Prepared by: Jason Wingate, Superintendent of Golf

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Attachments Attachment 1. Syngenta Letter to Jason Wingate
Attachment 2. 2014 Syngenta GreenTrust 365 Golf Program

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



November 12, 2013

Jason Wingate
Superintendent of Golf
City of Bloomington Parks & Recreation
115 East Washington Street
Bloomington, IL 61701

Re: **Request for Information Regarding Syngenta Crop Protection, Inc.'s Agency Program**

Mr. Wingate,

The purpose of this letter is to provide you with some clarity regarding the Syngenta Crop Protection, Inc. ("Syngenta") agency program for certain products, including products for use in the lawn and garden and vegetation management markets.

Syngenta secures the services of Sales Agents to negotiate sales of certain products to golf courses and other customers in Syngenta's name and for Syngenta's account pursuant to a Sales Agent Agreement between Syngenta and the Sales Agent. Sales Agents solicit orders, bill customers, and provide numerous other services to facilitate the sales of Syngenta products. The Sales Agent's close proximity to customers enables Syngenta to reach a broader group and ultimately to provide better service to these customers before and after sales are made.

As you might expect, customers are free to purchase products from any Syngenta Sales Agent they choose. We encourage our customers to utilize a conveniently located Sales Agent and/or one that provides superior service as the products will be invoiced on behalf of Syngenta at the same price regardless of the customer's choice of Sales Agent.

Sales Agents are required to offer Syngenta products sold pursuant to the Agency Agreement prices set by Syngenta. Because Syngenta does not differentiate pricing among its customers for these products, all customers are able to purchase these products for the same price and on the same payment terms.

Some of the products most commonly purchased from Sales Agents on behalf of Syngenta for use on golf courses include:

Fungicides

Banner Maxx® II	Briskway®	Concert®	Daconil®	Headway®	Heritage®
Instrata®	Medallion®	Renown®	Secure®	Subdue Maxx®	

Herbicides

Barricade® FL	Departure®	Monument®	Reward®	Tenacity®
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Insecticides

Acelepryn® Meridian®

Plant Growth Regulators

Primo Maxx® Trimmit®

I hope that this answers your questions about Syngenta's agency program. If you have any further questions, I would be happy to discuss them with you. Thank you for your interest in Syngenta products.

Best Regards,

Jim Ellis
(217) 840-7802

2014 Syngenta GreenTrust 365 Golf Program

PROGRAM ELIGIBILITY:

Golf courses and professional applicators who purchase a minimum of \$5,000 worth of Qualifying Products during the Early Order Period (October 1, 2013 through December 9, 2013) ("Program Participants") qualify for the GreenTrust™ 365 Golf Program. Qualifying Products are all products listed on the 2014 GreenTrust 365 Golf Worksheet, when purchased from a Syngenta Authorized Distributor/Agent/Retailer.

PROGRAM DETAILS:

GreenTrust 365 Rebate

Program Participants may earn a rebate on all of their purchases of Qualifying Products during the Program Year (October 1, 2013 through September 30, 2014). Program Participants' yearlong rebate percentage is determined by the dollar value of Qualifying Products they purchase during the Early Order Period, as described in the chart below:

Dollar Value of Qualifying Products Purchased During the Early Order Period	Yearlong Rebate Percentage	Acelepryn® Insecticide GreenTrust Rewards Bonus
\$5,000 to < \$10,000	5%	Program Participants that purchase at least 2 (two) or more gallons of Acelepryn during the Early Order Period are eligible to receive a one-time offer of 10,000 GreenTrust Rewards bonus points.
\$10,000 to < \$20,000	6%	
\$20,000 to < \$40,000	7%	
\$40,000 to < \$70,000	8%	
\$70,000 to < \$100,000	9%	
\$100,000 +	10%	

Example: If a Program Participant purchases Qualifying Products with a dollar value of \$35,000 during the Early Order Period, they will be eligible to earn a 7% rebate on those purchases and on all future purchases of Qualifying Products they make on or before September 30, 2014.

GreenTrust Rewards

Program Participants' purchases of Qualifying Products during the Early Order Period are also eligible for GreenTrust Rewards. Three (3) Rewards points will be awarded to Program Participants for each dollar spent on Qualifying Products between October 1, 2013 and October 31, 2013. One (1) Rewards point will be awarded to Program Participants for each dollar spent on Qualifying Products between November 1, 2013 and December 9, 2013. Rewards points will be redeemable toward GCSAA credits or a variety of gift card options through an online catalog (GreenTrust365.com/Rewards). Rewards points will expire on November 15, 2014.

To earn GreenTrust Rewards points, Program Participants may register at GreenTrust365.com/Rewards. Program Participants must register on or before September 30, 2014. *GreenTrust 365 Golf and Ornamental Program Participants that registered for GreenTrust Rewards points in the 2013 Program Year are already members and do not need to re-enroll for the 2014 Program Year.* Members may log on to the Rewards site after January 15, 2014 to view points.

Extended Terms: SummerPay

Program Participants also have access to SummerPay™ extended terms. SummerPay extended terms enable Program Participants to defer payment for purchases of Qualifying Agency Products made during the Early Order Period until the summer of 2014. Payment will be due on July 11, 2014.

GREENTRUST 365 PROGRAM TERMS:

- All Program eligibilities and awards are subject to audit, and no rebates will be paid in the event of noncompliance with Program rules. Furthermore, Syngenta is not obligated to provide any rebates without first having received Program Participant's payment for purchases in a timely manner.
- Rebates earned from purchases made during the Early Order Period will be paid by September 19, 2014. Rebates earned from purchases made after the Early Order Period through September 30, 2014 will be paid by November 28, 2014.
- Program Participants may redeem GreenTrust 365 Rebates for credit at a Syngenta Authorized Distributor/Agent/Retailer. This election can be made at www.GreenTrust365.com/Rebate.
- Acelepryn® and Barricade® herbicides on-fertilizer purchases will be included as Qualifying Products. Dollar values for such purchases will be calculated as described on the 2014 GreenTrust 365 Golf Worksheet. Acelepryn and Barricade on-fertilizer purchases made from October 1, 2013 through May 30, 2014 count toward establishing the yearlong rebate percentage. Email or fax Acelepryn and Barricade on-fertilizer invoices by June 16, 2014 in order for such purchases to count toward establishing the GreenTrust 365 yearlong rebate percentage. Please email invoices to Syngenta.Programs@Syngenta.com or fax them to (800) 494-2634.
- Prices and terms for Syngenta Qualifying Distributor Products are determined by the Syngenta Authorized Distributor/Retailer. Prices and terms for Syngenta Qualifying Agency Products are determined by Syngenta.
- Syngenta reserves the right to modify or discontinue this Program at any time.

Additional benefits of the Syngenta GreenTrust 365 Golf Program are described at www.GreenTrust365.com

For any questions, please call your Syngenta territory manager, Syngenta Authorized Distributor/Agent/Retailer, or the Syngenta Customer Center at 1-866-SYNGENT(A) (796-4368). For complete Program information, please visit www.GreenTrust365.com.

2014 GreenTrust 365 Golf Program Worksheet

Program Year: October 1, 2013 through September 30, 2014

Early Order Period: October 1, 2013 through December 9, 2013

Qualifying Agency Products (Package Size)	Pkg Price for 2014 Program Year	Number of Pkgs Purchased in Early Order Period	Qualifying Purchase Amount
Acelepryn® (0.5 gal)	\$ 910.00	x	=
Avid® (1 gal)	\$ 595.00	x	=
Avid (1 gal) Volume Discount ≥ 8 gal	\$ 535.00	x	=
Avid + Heritage® Multipak	\$ 2,600.00	x	=
Banner Maxx® II (1 gal)	\$ 214.00	x	=
Banner Maxx II LinkPak™ (10 gal)	\$ 2,060.00	x	=
Barricade® 4FL (1 gal)	\$ 142.00	x	=
Barricade 4FL (1 gal) Volume Discount ≥ 20 gal	\$ 137.00	x	=
Barricade 4FL LinkPak (10 gal)	\$ 1,370.00	x	=
Barricade 4FL LinkPak (10 gal) Volume Discount ≥ 20 gal	\$ 1,247.50	x	=
Barricade 4FL (30 gal)	\$ 3,562.50	x	=
Barricade 4FL (30 gal) Volume Discount ≥ 60 gal	\$ 3,195.00	x	=
Barricade 65WG (5 lb)	\$ 101.25	x	=
Barricade 65WG (80 lb Drum)	\$ 1,620.00	x	=
Barricade 65WG (80 lb Drum) Volume Discount ≥ 320 lbs	\$ 1,380.00	x	=
Briskway™ (1 gal)	\$ 1,290.00	x	=
Concert® II (2.5 gal)	\$ 190.00	x	=
Concert II (2.5 gal) Volume Discount ≥ 75 gal	\$ 171.00	x	=
Daconil Action™ (2.5 gal)	\$ 180.00	x	=
Daconil Action + Banner Maxx II Multipak	\$ 330.00	x	=
Daconil Action + Heritage Multipak	\$ 690.00	x	=
Daconil Ultrex® (5 lb)	\$ 40.00	x	=
Daconil Ultrex (10 lb)	\$ 80.00	x	=
Daconil Weatherstik® (2.5 gal)	\$ 145.00	x	=
Daconil Zn® (2.5 gal)	\$ 117.50	x	=
Headway® (1 gal)	\$ 417.00	x	=
Headway LinkPak (10 gal)	\$ 4,060.00	x	=
Heritage WDG (1 lb)	\$ 317.00	x	=
Heritage WDG (6 lb)	\$ 1,902.00	x	=
Heritage TL (1 gal)	\$ 509.00	x	=
Heritage TL LinkPak (10 gal)	\$ 4,970.00	x	=
Instrata® (2.5 gal)	\$ 395.00	x	=
Instrata (2.5 gal) Volume Discount ≥ 25 gal	\$ 337.50	x	=
Medallion® SC (1 gal)	\$ 540.00	x	=
Meridian® 25WG (408 oz)	\$ 1,734.00	x	=
Monument® 75WG (25 g)	\$ 240.00	x	=
Monument 75WG (25 g) Volume Discount ≥ 250 g	\$ 215.00	x	=
Primo Maxx® (1 gal)	\$ 283.00	x	=
Primo Maxx LinkPak (10 gal)	\$ 2,740.00	x	=
Provaunt® (120 oz)	\$ 750.00	x	=
Renown® (2.5 gal)	\$ 515.00	x	=
Reward® (2.5 gal)	\$ 197.50	x	=
Secure® (0.5 gal)	\$ 282.50	x	=
Secure (2.5 gal)	\$ 1,350.00	x	=
Subdue Maxx® (1 gal)	\$ 510.00	x	=
Subdue Maxx LinkPak (10 gal)	\$ 4,980.00	x	=
Tenacity® (1 gal)	\$ 747.00	x	=
Tenacity (1 gal) Volume Discount ≥ 8 gal	\$ 670.00	x	=
Trimmit® 2SC (1 gal)	\$ 430.00	x	=
Trimmit 2SC (2.5 gal)	\$ 995.00	x	=
Fairway Starter Solution ¹	\$ 10,700.00	x	=
Fairway Partner Solution ²	\$ 17,500.00	x	=
Southern Solution ³	\$ 9,150.00	x	=
Greens Essential Solution ⁴	\$ 6,200.00	x	=
Classic Solution ⁵	\$ 5,000.00	x	=
A 2 Z Solution ⁶	\$ 6,625.00	x	=
Snow Mold Solution ⁷	\$ 2,900.00	x	=

Qualifying Distributor Products (Package Size)	Rebate Redemption Value for 2014 (per pkg)	Number of Pkgs Purchased in Early Order Period	Qualifying Purchase Amount
Acelepryn G (25 lb)	\$ 79.63	x	=
Advion® Insect Granule (25 lb)	\$ 61.75	x	=
Advion Fire Ant Bait (25 lb)	\$ 302.25	x	=
Advion Fire Ant Bait (2 lb)	\$ 36.27	x	=
Avid (1 qt)	\$ 214.50	x	=
Award® II (25 lb)	\$ 292.50	x	=
Barricade 65WG (10 lb)	\$ 204.75	x	=
Caravan™ G (30 lb)	\$ 58.50	x	=
Departure® (2.5 gal)	\$ 89.38	x	=
Endeavor® (6 x 2.5 oz)	\$ 156.00	x	=
Fusilade® II (1 qt)	\$ 73.34	x	=
Headway G (30 lb)	\$ 60.45	x	=
Heritage G (30 lb)	\$ 58.50	x	=
Meridian 0.33G (40 lb)	\$ 72.80	x	=
Meridian 25WG (17 oz)	\$ 99.45	x	=
Monument 75WG (.5 g)	\$ 13.00	x	=
Pennant Magnum® (1 gal)	\$ 213.79	x	=
Pennant Magnum (30 gal)	\$ 5,027.10	x	=
Princep® Liquid (2.5 gal)	\$ 47.13	x	=
Provaunt (10 oz)	\$ 81.25	x	=
Reward (1 gal)	\$ 102.70	x	=
Scimitar® GC (1 qt)	\$ 156.00	x	=
Subdue® GR (25 lb)	\$ 117.65	x	=
Tenacity (8 oz)	\$ 62.40	x	=

On-Fertilizer Products	Rebate Redemption Value (per lb of product)	Pounds of Product Purchased in Early Order Period	Early Order Period Purchase Amount
Fertilizer with Acelepryn	\$ 0.30	x	=
Fertilizer with Barricade loads < .30%	\$ 0.05	x	=
Fertilizer with Barricade loads of .30% to < .40%	\$ 0.07	x	=
Fertilizer with Barricade loads of .40% and higher	\$ 0.09	x	=

Use the Rebate Calculator below to determine your potential GreenTrust 365 Rebate earned from your purchases of Qualifying Products made during the Early Order Period.

Your total planned Early Order Purchases of Qualifying Products

The corresponding Rebate Percentage from the table on the GreenTrust 365 Golf Program Form X %

Total Potential Rebate from Early Order Purchases

Syngenta provides Program Worksheets and Rebate Calculators as tools for estimating rebates, but disclaims any warranty of accuracy or completeness of the conclusions derived from the same.

Payment Terms:

End-user payments for purchases of Qualifying Agency Products made during the Early Order Period are due to Sales Agents by July 11, 2014. Prices and terms for Syngenta Qualifying Distributor Products are determined by the Syngenta Authorized Distributor/Retailer.

To achieve Volume Discount Pricing described herein, Minimum Purchase Quantities for applicable Qualifying Agency Products must be identified on one invoice and shipped to one location from one Syngenta Authorized Agent.

¹ The Fairway Starter Solution is a combination of separately registered products: Banner Maxx, Daconil Ultrex and Headway Fungicides; Primo Maxx PGR.

² The Fairway Partner Solution is a combination of separately registered products: Banner Maxx, Daconil Action and Heritage Fungicides; Primo Maxx PGR.

³ The Southern Solution is a combination of separately registered products: Briskway, Daconil Action and Heritage Fungicides; Monument Herbicide; Primo Maxx PGR.

⁴ The Greens Essential Solution is a combination of separately registered products: Daconil Action, Headway, Instrata and Renew Fungicides; Primo Maxx PGR.

⁵ The Classic Solution is a combination of separately registered products: Banner Maxx and Heritage Fungicides; Primo Maxx PGR.

⁶ The A 2 Z Solution is a combination of separately registered products: Briskway, Daconil Action, Headway and Medallion Fungicides.

⁷ Snow Mold Solution is a combination of separately registered products: Concert and Banner Maxx II Fungicides

Acelepryn® and Acelepryn G are not for Sale, Sale Into, Distribution and/or Use in Nassau, Suffolk, Kings, Queens Counties of New York State. Sale, use and distribution of Medallion® SC in Nassau and Suffolk counties in the State of New York is prohibited.

©2013 Syngenta. **Important: Always read and follow label instructions. Some products may not be registered for sale or use in all states or counties. Please check with your state or local Extension Service to ensure registration status. Scimitar® GC is a Restricted Use Pesticide.** The trademarks displayed or otherwise used herein are trademarks of a Syngenta Group Company.



FOR COUNCIL: November 25, 2013

SUBJECT: Fiscal Year 2014 Budget Amendment for the Community Development Block Grant (CDBG) in the amount of \$556,487

RECOMMENDATION/MOTION: That the Amendment be approved and the Ordinance passed.

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

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

BACKGROUND: 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 budgetary amendment for the current Fiscal Year (FY). This action corresponds with the August 24, 2009 discussion where staff committed to the Council that the majority of budget amendments would be presented in the fiscal year the expenditure occurred rather than in the proceeding fiscal year.

The FY 2014 Budget included an appropriation of \$556,487 for the Community Development Block Grant (CDBG) fund. This projection was based upon the grant dollars that were received from the Federal Department of Housing and Urban Development (HUD) in the previous fiscal year. Grant awards are normally announced by HUD in February of each year; however, the 2013-14 grant award letter was not received until August, 2013. The City was awarded \$593,216 for FY 2014. Therefore, we are requesting a budget amendment to the Community Development Administration – Federal Grants revenue line item to \$593,216 versus the originally projected \$556,487. The additional \$36,729 will be utilized as follows: \$6,236.85 for sidewalks and \$30,492.15 for demolition.

In addition, \$286,541.48 was the total carryover from FY 2013, which is the result of receiving more program income than what was projected and unbudgeted carryover funds from the previous year. Program income is revenue that is received from the Principal and Interest payments on housing rehabilitation loans. The majority of the CDBG loan data base is “deferred loans” – loans that do not require any payment as long as the recipient is the owner and occupant of the property. Loans are paid in full upon vacating the property - death; sale or leasing of the property. There is no way to predict how many of these “deferred” loans will be paid in full during the fiscal year; which usually results in receiving more revenue than projected. Carryover dollars have been allocated to already established FY 2014 budget line items within the Community Development budget, as follows:

Administration	\$5,555.43	(22402410) 70610 Advertising \$1000; 70632 Professional Development \$1555.43; 70690 Other Purchased Services \$1000; 71010 Office Supplies \$1000; 71340 Telecommunications \$1000.00
Rehabilitation Loans	\$57,201.40	(22402430-79020)
Rehab. Service Delivery	\$1,162.22	(22402430-70690)
Demolition	\$77,575.88	(22402440-70651)
Public Facilities	\$17,065.00	(22402450-79130)
Public Services	\$72,013.35	(22402450-70690)
Sidewalks	\$55,968.20	(22402440-72560)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: The revenue line item for Community Development Administration – Federal Grants (22402410-53110) will be raised by \$323,270.48. The expenditure line item of Community Development Capital Improvement-Sidewalks (22402440-72560) will be raised by \$62,205.05 and \$108,068.03 for Community Development Capital Improvement – Demolition (22402440-70651); Community Development Rehabilitation-Loans: \$57,201.40 (22402430-79020); Community Development Rehabilitation- Other Purchased Services: \$1,162.22 (22402430-70690); Community Development Community Services-Grants: \$17,065.00 (22402450-79130); Community Development Community Services-Other Purchased Services: \$72,013.35 (22402450-70690); Community Development Administration- Advertising (22402410-70610) \$1,000; Community Development Administration- Professional Development (22402410-70632) \$1,555.43; Community Development Administration-Other Purchased Services (22402410-70690) \$1,000; Community Development Administration-Office Supplies (22402410-71010) \$1000; Community Development Administration-Telecommunications (22402410-71340) \$1,000.00.

Stakeholders can locate the budgets for these two accounts in the FY 2014 Budget Book titled “Other Funds & Capital Improvement Program” on pages 40 through 49.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Code Enforcement Division Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Exhibit 1

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

ORDINANCE NO. 2013 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2014**

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; 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 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) 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 2013 - 18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2013 - 18.

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

PASSED the 25th day of November, 2013.

APPROVED the 26th day of November, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit #1				
Account Code	Fund	Organization	Account Name	Revision
22402410-53110	Community Development	Community Development Administration	Federal Grants	(\$323,270.48)
22402440-72560	Community Development	Community Development Capital Improvements	Sidewalks	\$62,205.05
22402440-70651	Community Development	Community Development Capital Improvements	Demolition	\$108,068.03
22402430-79020	Community Development	Community Development Rehabilitation	Rehab Loans	\$57,201.40
22402430-70690	Community Development	Community Development Rehabilitation	Other Purchased Services	\$1,162.22
22402450-79130	Community Development	Community Development Community Services	Grants	\$17,065.00
22402450-70690	Community Development	Community Development Community Services	Other Purchased Services	\$72,013.35
22402410-70610	Community Development	Community Development Administration	Advertising	\$1,000.00
22402410-70632	Community Development	Community Development Administration	Professional Development	\$1,555.43
22402410-70690	Community Development	Community Development Administration	Other Purchased Services	\$1,000.00
22402410-71010	Community Development	Community Development Administration	Office Supplies	\$1,000.00
22402410-71340	Community Development	Community Development Administration	Telecommunications	\$1,000.00
Overall Impact on City Budget:				\$0.00



FOR COUNCIL: November 25, 2013

SUBJECT: Presentation of the FY2013 Comprehensive Financial Annual Reports as Audited

RECOMMENDATION/MOTION: Presentation Only.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. The production of the City's annual financial statements and completion of the annual audit process by a qualified independent entity outside the City provides assurance of the City's financial status and internal control framework.

BACKGROUND: The City's Comprehensive Annual Financial Statements (CAFR's) for both the City and the U.S. Cellular Coliseum were issued on October 30, 2013 by Sikich, LLP an independent audit firm who provided an unqualified or "clean" opinion on both financials. An unqualified opinion means the financial statements have been audited to gain reasonable assurance that the financial statements present fairly, in all material respects.

Sikich conducts its annual audits in accordance with auditing standards generally accepted in the United States of America and standards issued by the Comptroller General of the United States. Both audits have been filed with all appropriate agencies. *The audits have also been posted on the City's website and previously forwarded to the Council.*

Other audits: The Council may have or will be forwarded separate financial statements for the Library Foundation, Foreign Fire Insurance Board, and the Police and Fire Pension Funds. These funds conduct their own record keeping and transacting, therefore these entities have separate independent audits subject to the same auditing standards as the City. The resulting audited financial statements are later incorporated into the City's CAFR as these are funds.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: An unqualified audit opinion is a major factor in maintaining the Cities credit rating which is a solid "AA".

Respectfully submitted for Council consideration.

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

Recommended by:

David A. Hales
City Manager

**ITEM 7B. FINANCIAL AND PROGRAMMATIC POLICY
OPTIONS RELATED TO THE SOLID WASTE
PROGRAM.**

**THIS ITEM WILL BE AVAILABLE ON
THURSDAY, NOVEMBER 21, 2013**