

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, SEPTEMBER 23, 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. Darcy Greder with the Bloomington Normal Community Campus Committee - Presentation (alcohol issues in the community) (10 minutes)**
 - B. GFOA Award presented to Patti-Lynn Silva, Director of Finance**
- 6. "Consent Agenda"**
 - A. Council Proceedings of September 9, 2013 and Citizen Voice Meeting Minutes of February 27, 2013. (Recommend that the reading of the minutes of the previous Council Proceedings of September 9, 2013 and the Citizen Voice Meeting Minutes of February 27, 2103 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. Analysis of Bids and Approval of 2013 Washington Street Micro-Surfacing Contract. (Recommend that the prices from Microsurfacing Contractors, LLC, Peoria, IL be accepted, in the amount of \$99,774.75, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
 - D. Analysis of Bids and Approval of 2013 Utility Maintenance Contract. (Recommend that the prices from Stark Excavating, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- E. Analysis of Bids and Approval of 2013 Emergency Utility Repair Contract. (Recommend that the prices from Stark Excavating, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- F. Analysis of Bids and Approval of 2013 Traffic Signal Maintenance Contract. (Recommend that the prices from Bodine Electric, Decatur, IL, be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- G. Analysis of Bids and Approval of 2013 Emergency Traffic Signal Repair Contract. (Recommend that the prices from Bodine Electric, Decatur, IL be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- H. Analysis of Bids and Approval of 2013 Street, Alley and Sidewalk Maintenance Contract. (Recommend that the prices from Stark Excavating, Inc. be accepted, in the amount of \$200,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Analysis of Bids and Approval of 2013 Grading & Seeding Contract. (Recommend that the prices from Stark Excavating, Inc. be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- J. Analysis of Bids and Approval of Highland Golf Course Storm Sewer Contract. (Recommend that the prices from Stark Excavating, Inc. be accepted, in the amount of \$102,832.54, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- K. Analysis of Bids for Water Treatment Chemicals. (Recommend that the bids be awarded, on a price per ton basis, to the qualified, responsive low bidders as noted in the table in the memo, for the next 12 months with the exceptions that the 2012 carbon dioxide bid is being presented for approval as a three year bid with a maximum 4% price escalator in years two (2013) and three (2014) and chlorine was accepted as a three year bid of \$500 per ton in September of 2011. Therefore, chlorine is shown in the table as a \$500 bid for year two (2012) of a three year contract.)**
- L. Analysis of Requests for Proposal for Conservation of the Trotter Fountain. (Recommend that the RFP for conservation of the Trotter Fountain be awarded to Architectural Preservation Services, Baltimore, MD, in the amount of \$42,490, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- M. Analysis of Bids for New Irrigation Pump Station at Prairie Vista. (Recommend that the bid for new irrigation pump station at Prairie Vista be awarded to Watertronics/MTI Distributing, Brooklyn Center, MN, in the amount of \$79,275, and the Mayor and Council and the City Clerk be authorized to execute the necessary documents.)**

- N. **Purchase of Playground Equipment for Franklin Park. (Recommend that the purchase of playground equipment for Franklin Park from The Cooperative Purchasing Network (TCPN) be approved, in the amount of \$31,405.20, utilizing Contract #R5202, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- O. **Renewal of Bond Purchasing Agreement for 2004 Variable Rate Demand Bonds. (Recommend that the Council authorize the renewal of the 2004 Variable Rate Demand Bond Repurchasing Agreement with J.P. Morgan Chase Bank and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- P. **Professional Services Contract for the Bloomington Center for Performing Arts. (Recommend that the contract with Big League Productions be approved, in the amount of \$35,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- Q. **Contract for the Purchase of Electricity for U.S. Cellular Coliseum/Pepsi Ice Center Complex. (Recommend entering into a two year (24 Month) contract with Ameren Energy Marketing Company (AEM) to supply full retail power for the U.S. Cellular Coliseum and Pepsi Ice Center Complex and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- R. **Text Amendment to Chapter 40. Taxicabs, Prohibiting Alcoholic Liquor on Vehicles for Hire. (Recommend that the Text Amendment be approved and the Ordinance passed.)**
- S. **Text Amendment to Chapter 2. Administration, Relating to Electronic Voting at City Council Meetings. (Recommend that the Text Amendment be approved and the Ordinance passed.)**
- T. **Text Amendments to Chapter 10, 15 and 34 Combining Several Boards and Commissions into a Single Board called the “Building Board of Review” and Related Changes to HVAC Contractor Licensing Process. (Recommend that the Text Amendments be approved and the Ordinance passed.)**
- U. **Petition from FOB Development, Inc., Requesting Approval of a Final Plat for the Empire Business Park Subdivision, Fifth (5th) Addition, commonly located on Magory Dr., east of Cornelius, and north of Empire. (Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner supplying a surety for any uncompleted public improvements and paying the required tap-on fees, prior to recording of the plat.)**

7. “Regular Agenda”

- A. **Presentation by Mike Nugent on Worker’s Compensation, Property, Casualty and Liability Insurance Stewardship Reports. (Recommend that the presentation be made.) (30 minutes)**
- B. **Text Amendment to Chapter 21 Refuse regarding Discontinuing Refuse Collection to Housing with Five or More Units. (Recommend that the Text Amendment be approved and the Ordinance be passed.) (20 minutes)**

C. Text Amendment to Chapter 2. Administration, Section 15, Establishing the Third Monday of Each Month as a Meeting of the City Council As a Committee of the Whole. (Recommend that the Text Amendment be approved and the Ordinance passed.) (10 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: September 23, 2013

SUBJECT: Council Proceedings of September 9, 2013 and Citizen Voice Meeting Minutes of February 27, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of September 9, 2013 and the minutes from the Citizen Voice Meeting of February 27, 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 September 9, 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: _____ 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: September 23, 2013

SUBJECT: Bills and Payroll

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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: September 23, 2013

SUBJECT: Analysis of Bids and Approval of 2013 Washington Street Micro-Surfacing Contract

RECOMMENDATION/MOTION: That the prices from Microsurfacing Contractors, LLC, Peoria, IL be accepted, in the amount of \$99,774.75, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

BACKGROUND: This contract involves applying micro-surfacing and pavement markings on Washington Street from Mason Street to Gridley Street.

Micro-surfacing is an economic option utilized for pavement preservation and preventative maintenance. Micro-surfacing consists of a surface applied polymer-modified asphalt and aggregate mixture that seals the pavement from air and water, extends the service life of the roadway, and provides a skid-resistant wearing surface.

In addition, pavement markings will be applied to modify the current four lanes of through traffic (two lanes in each direction) to two lanes of through traffic (one lane in each direction) with a center turn lane. The pavement marking will provide wider travel lanes and parking spaces along Washington Street. The widened travel lanes and parking spaces, and inclusion of a turn lane will improve safety for the pedestrians and motoring public through this corridor.

Bids for this contract were received until 9:00 a.m. Tuesday, September 10, 2013 in the office of the City Clerk. One bid was received and opened in the City Council Chambers. The single bid submitted by Microsurfacing Contractors, LLC did not include two fully completed and signed proposal booklets as required and outlined in the project instruction to bidders. Microsurfacing Contractors, LLC submitted one copy of the proposal cover sheet, Invitation to Bid, Addendum No. 1 cover sheet, Instructions to Bidder, Contractor's Proposal, Schedule of Prices, and a Bid Bond. Staff recommends waiving the technicality associated with not submitting two fully completed proposal booklets.

Microsurfacing Contractors, LLC	\$ 99,774.75 (Low Bid)
Budget	\$ 100,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting was held on August 6, 2013 to discuss and gather input regarding Washington Street lane configuration, traffic and pedestrian safety. It was determined at the public meeting to proceed with conversation of Washington Street from four through lanes to two through lanes and a center turn lane. Staff continues to review options to address pedestrian safety issues and will present for discussion and input at a public meeting scheduled for Tuesday, March 4, 2014, 5:30 p.m. to 6:30 p.m. in the City Council Chambers.

This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 9:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2014 Budget appropriated \$3,800,000 for the overall City Pavement Program of which \$100,000 is allocated for micro-surfacing in Capital Improvement Budget-Street Construction and Improvement (40100100-72530). This memo addresses the micro-surfacing portion of the City’s Pavement Program. Stakeholders may locate this line item in the FY 2014 budget book titled “ Other Funds and Capital Improvement Program” on pages 106, 274 and 298.

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, Finance Director

Recommended by:

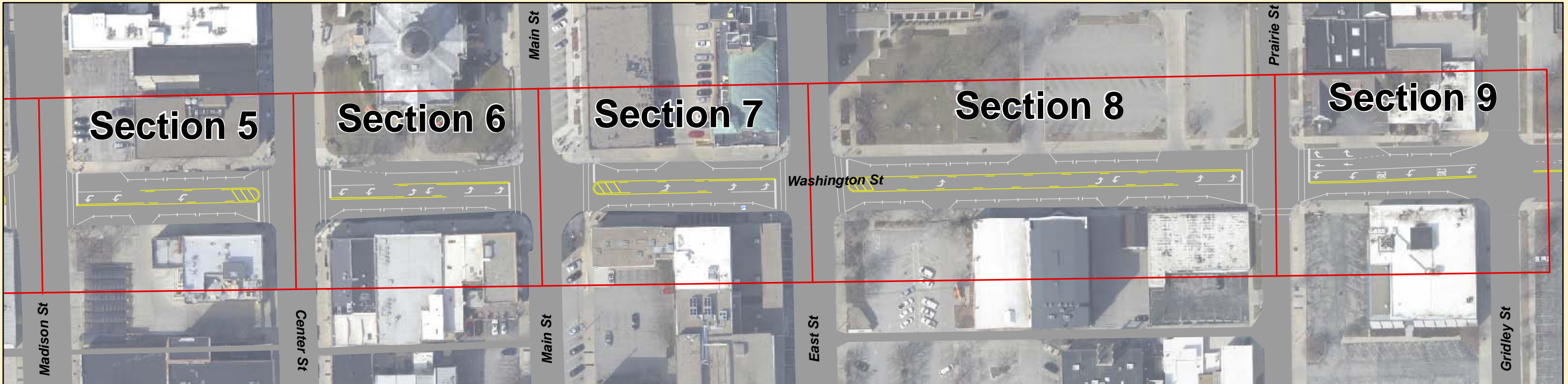
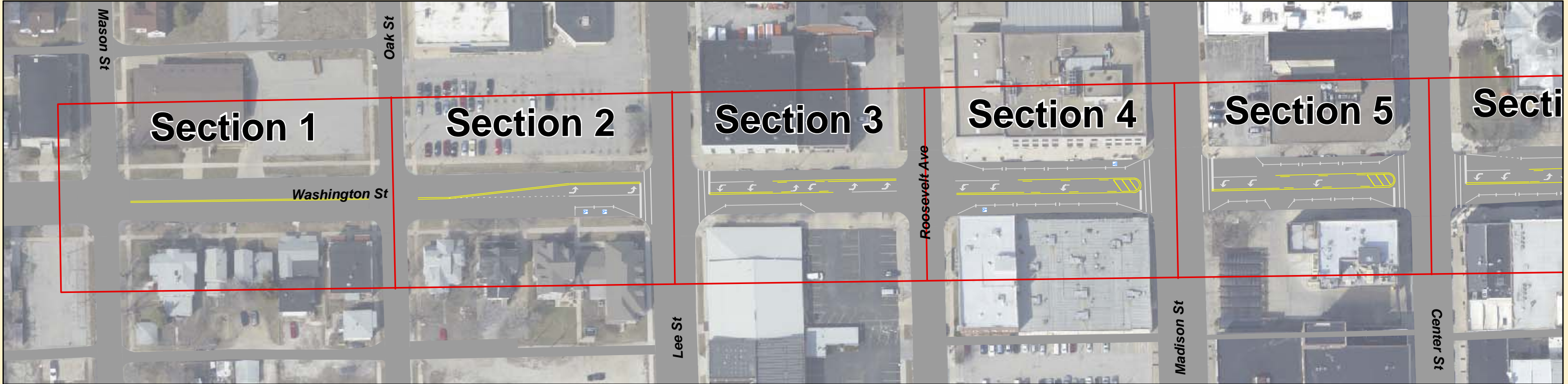
David A. Hales
City Manager

Attachments: Attachment 1. Maps
Attachment 2. Bid Summary
Attachment 3. Presentation

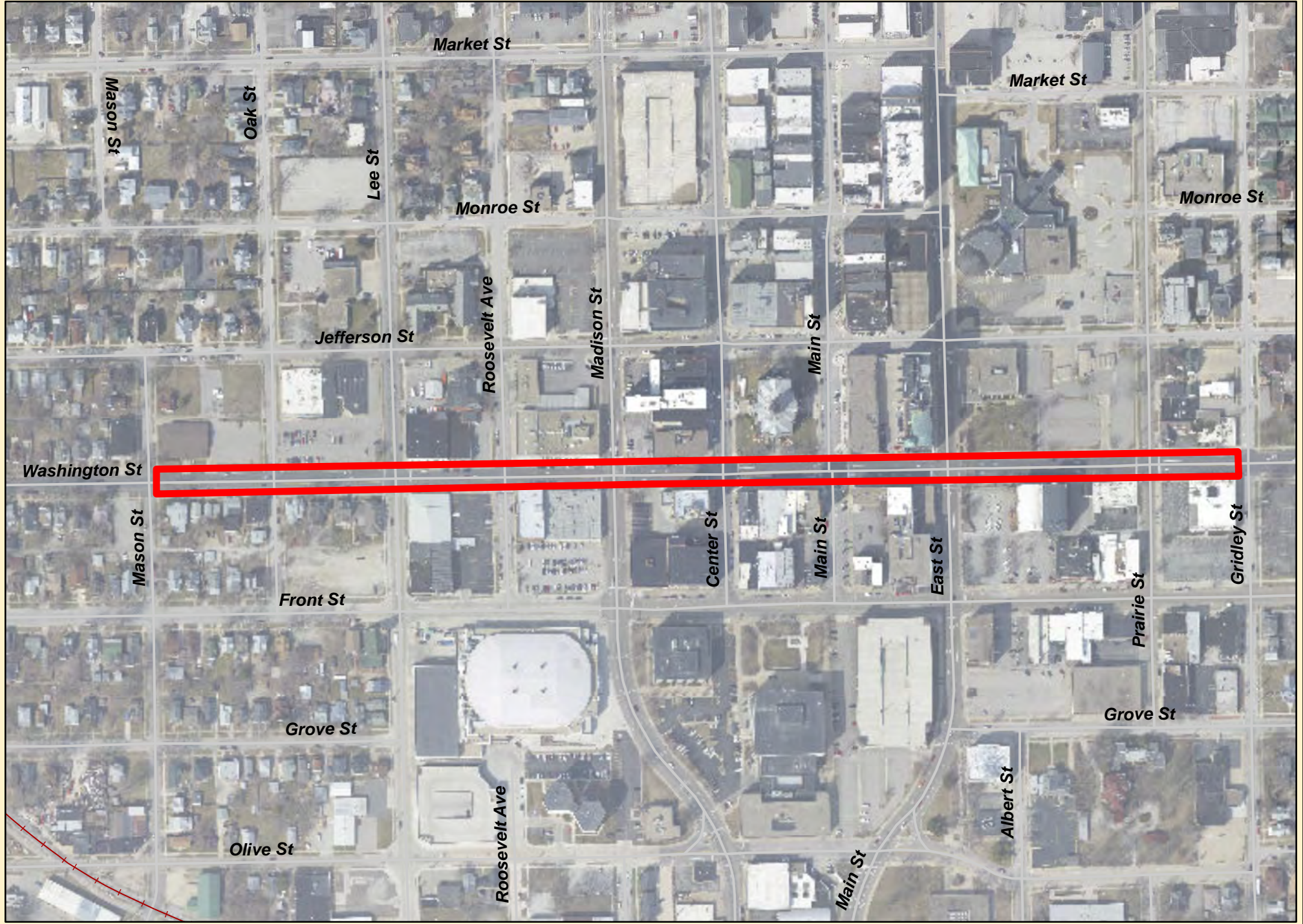
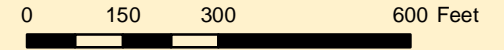
Motion: _____ Seconded by: _____

	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			

Washington St Proposed Pavement Markings Key Map



2013 Washington Street Micro-Surfacing Project



CITY OF BLOOMINGTON
2013 Washington Street Micro-Surfacing
City Project 50-16-12006-13-00

Bid Opening Date: 9/10/2013
Bid Opening Time: 9:00 AM
Prepared By: RDY 09/10/2013

Attended By: Bob Yehl
Russ Waller
Tracey Covert

Bid Tabulation

LOW BID

ITEM NO.	ITEM	UNITS	QTY	Engineer's Estimate		Microsurfacing Contractors, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	FIBER-MODIFIED ASPHALT CRACK SEALING	FT	5300	\$1.20	\$6,360.00	\$2.00	\$10,600.00
2	PAVEMENT MARKING REMOVAL	SF	4850	\$0.75	\$3,637.50	\$1.00	\$4,850.00
3	MICRO-SURFACING, SINGLE PASS, TYPE II, MIXTURE D	SY	14500	\$4.50	\$65,250.00	\$3.97	\$57,565.00
4	BITUMINOUS MATERIALS (PRIME COAT)	GAL	500	\$5.00	\$2,500.00	\$3.50	\$1,750.00
5	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SF	640	\$4.00	\$2,560.00	\$4.75	\$3,040.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FT	2650	\$0.60	\$1,590.00	\$0.78	\$2,067.00
7	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	4550	\$0.90	\$4,095.00	\$1.18	\$5,369.00
8	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FT	690	\$1.25	\$862.50	\$1.58	\$1,090.20
9	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FT	165	\$2.00	\$330.00	\$2.37	\$391.05
10	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	345	\$4.00	\$1,380.00	\$4.50	\$1,552.50
11	SHORT TERM PAVEMENT MARKING	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
12	MOBILIZATION	LS	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
13	STREET SWEEPING AND CLEANING	LS	1	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00
14	TRAFFIC CONTROL COMPLETE	LS	1	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
TOTAL					\$110,565.00		\$99,774.75

A PLAN TO ADDRESS WASHINGTON STREET TRAFFIC ISSUES

Proposal by Bloomington Public Works, summer 2013

Washington plan at a glance

Convert from four lanes with no turn lane...



...to two lanes, plus a middle bi-directional turn lane, as pictured here on Front Street.



Retain parallel parking
but widen parking spaces.

Washington Street: Existing

CTY DESIGN GROUP

DATE: 08/20/13
Public Works Department

Existing Washington St Bi-Directional
Lee St to Prairie St



0 10 20 40 Feet



Washington Street: Proposed

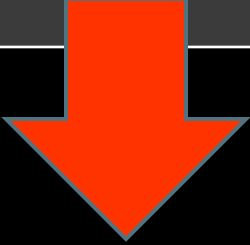

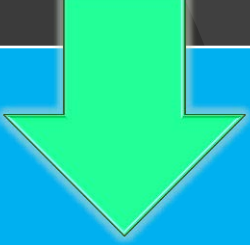


Concern addressed in plan

Traffic lanes and parking lanes are uncomfortably narrow.



Current widths vs. Desired widths

	 Current Widths (In Feet)	 Min. Desired Width (In Feet)	 Widths With plan (In Feet)
Traffic lanes	10-11	11	11-14
Parking lane	As little as 7	8	8

Concern addressed in plan

Lack of turn lanes means traffic often gets bottlenecked when motorists are turning left.



**Motorists weave
uncomfortably
out of left lane
to avoid delay.**





New configuration solves the issue with minimal negative impact on pace of traffic.



Concern addressed in plan



**Washington Street currently: Pedestrians must cross four lanes.
No place of refuge in the middle...**



...unlike the situation on Front Street at Law & Justice Center.

Concern addressed in plan



Washington at East, going westbound: There is no road marking to imply that no left turn is allowed at the intersection



The new configuration would have markings similar to those (pictured) at Front and East.

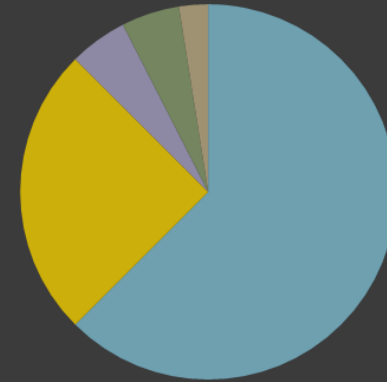
Plan fits existing City budget

Scope: Washington Street
from Lee to McLean

Cost: Approx. \$100,000.

Budgeted: Money for
Micro-surfacing in existing
budget.

Contractor: Competitive
bid.

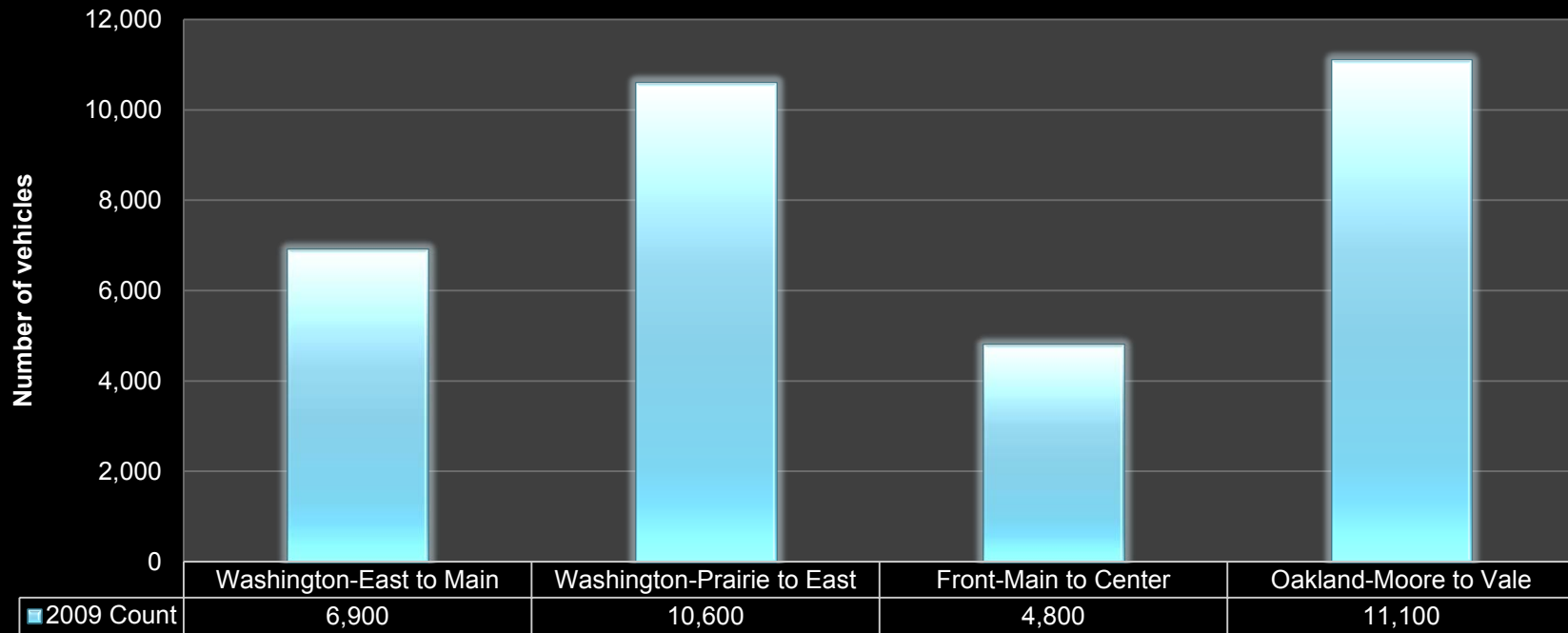


- General resurfacing \$2.5 M
- St.&Alley repair \$1 M
- Pavement preservation \$200,000
- St.&Alley maintenance \$200,000
- Micro-surface \$100,000

The issue of capacity

Street Section	Lanes	2009 Count
Washington-East to Main	4	6,900
Washington-Prairie to East	4	10,600
Front-Main to Center	3	4,800
Oakland-Moore to Vale	2	11,100

Traffic Counts



Micro-surfacing: A trial

Proposed:

Use micro-surfacing to cover Washington Street and then re-paint traffic lines.

Micro-surfacing:

- Uses a blend of asphalt and Portland Cement.
- Costs far less than milling, repaving.
- Does not require lengthy closing of street.
- Two coats should eliminate all traces of old road markings. (Ghost markings would cause motorist confusion.)
- Potential to be added to City's pavement preservation initiative.



FOR COUNCIL: September 23, 2013

SUBJECT: Analysis of Bids and Approval of 2013 Utility Maintenance Contract

RECOMMENDATION/MOTION: That the prices from Stark Excavating, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the 2013 Utility Maintenance contract is \$500,000. A list of projects completed under the previous fiscal year contract is attached.

Bids for the 2013 Utility Maintenance contract were received until 9:00 a.m. Tuesday, September 10, 2013 in the office of the City Clerk. Four bids were received and opened in the City Council Chambers. A bid tabulation of all bids is attached. Please note that many of the bidders included \$0.01/hour rate for some of the labor trades. It is not uncommon for bidders to provide low unit prices for items or labor trades they don't expect to use during a contract. This is a risk for the contractor since they must honor the low rate if that item or labor trade is required during the course of the contract.

Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Stark Excavating, Inc.	\$ 377,681.20	Low Bid
George Gildner, Inc.	\$ 494,711.70	
Hoerr Construction Company	\$ 519,736.70	
G.A. Rich & Sons, Inc.	\$ 574,112.10	
Budget		
Storm Water	\$ 200,000.00	
Sanitary Sewer	\$ 200,000.00	
Water	<u>\$ 100,000.00</u>	
Total Budget	\$ 500,000.00	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 10:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2014 budget includes \$500,000 for this work. Funding will be as follows: Storm Water-Repair/Maintenance Infrastructure (53103100-70550) for \$200,000, Sanitary Sewer- Repair/Maintenance Infrastructure (51101100-70550) for \$200,000 and Water Transmission and Distribution-Repair/Maintenance Infrastructure (50100120-70550) for

\$100,000.00. Stakeholders can locate this in the FY 2014 budget book titled “Other Funds & Capital Improvement Program” on pages 171, 161 and 139 respectively.

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, Finance Director

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation
Attachment 2. FY 2012 Expenditures

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			

LOW BID

LABOR / ITEM	UNIT	APPROX QTY	ENGINEERS ESTIMATE			STARK EXCAVATING, INC.			GEORGE GILDNER, INC.			HOERR CONSTRUCTION			G.A. RICH & SONS		
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
BRICK MASON	HR	100	\$35.00	\$3,500.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$79.00	\$7,900.00	
BRICK MASON APPRENTICE	HR	50	\$30.00	\$1,500.00	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$63.20	\$3,160.00	
CARPENTER	HR	200	\$70.00	\$14,000.00	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00	\$74.48	\$14,896.00	
CARPENTER APPRENTICE	HR	100	\$50.00	\$5,000.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$59.58	\$5,958.00	
CARPENTER FOREMAN	HR	120	\$70.00	\$8,400.00	\$0.01	\$1.20	\$0.01	\$1.20	\$0.01	\$1.20	\$0.01	\$1.20	\$0.01	\$1.20	\$80.48	\$9,657.60	
LABORER	HR	600	\$60.00	\$36,000.00	\$0.01	\$6.00	\$0.01	\$6.00	\$0.01	\$6.00	\$0.01	\$6.00	\$0.01	\$6.00	\$67.68	\$40,608.00	
LABORER APPRENTICE	HR	300	\$50.00	\$15,000.00	\$0.01	\$3.00	\$0.01	\$3.00	\$0.01	\$3.00	\$0.01	\$3.00	\$0.01	\$3.00	\$60.91	\$18,273.00	
LABORER, SKILLED	HR	1000	\$66.00	\$66,000.00	\$82.00	\$82,000.00	\$72.00	\$72,000.00	\$72.00	\$72,000.00	\$79.00	\$79,000.00	\$79.00	\$79,000.00	\$69.12	\$69,120.00	
LABORER FOREMAN	HR	700	\$65.00	\$45,500.00	\$0.01	\$7.00	\$0.01	\$7.00	\$0.01	\$7.00	\$0.01	\$7.00	\$0.01	\$7.00	\$70.34	\$49,238.00	
OPERATOR	HR	625	\$60.00	\$37,500.00	\$100.00	\$62,500.00	\$83.00	\$51,875.00	\$83.00	\$51,875.00	\$93.00	\$58,125.00	\$93.00	\$58,125.00	\$85.33	\$53,331.25	
OPERATOR APPRENTICE	HR	225	\$50.00	\$11,250.00	\$0.01	\$2.25	\$0.01	\$2.25	\$0.01	\$2.25	\$0.01	\$2.25	\$0.01	\$2.25	\$76.80	\$17,280.00	
PLUMBER	HR	150	\$70.00	\$10,500.00	\$96.00	\$14,400.00	\$83.50	\$12,525.00	\$83.50	\$12,525.00	\$85.00	\$12,750.00	\$85.00	\$12,750.00	\$81.43	\$12,214.50	
PLUMBER APPRENTICE	HR	75	\$50.00	\$3,750.00	\$0.01	\$0.75	\$0.01	\$0.75	\$0.01	\$0.75	\$0.01	\$0.75	\$0.01	\$0.75	\$73.29	\$5,496.75	
PLUMBER SUPERVISOR	HR	150	\$75.00	\$11,250.00	\$0.01	\$1.50	\$0.01	\$1.50	\$0.01	\$1.50	\$0.01	\$1.50	\$0.01	\$1.50	\$86.06	\$12,909.00	
SUPERINTENDENT	HR	500	\$75.00	\$37,500.00	\$0.01	\$5.00	\$0.01	\$5.00	\$0.01	\$5.00	\$0.01	\$5.00	\$0.01	\$5.00	\$100.62	\$50,310.00	
TEAMSTER	HR	700	\$60.00	\$42,000.00	\$80.00	\$56,000.00	\$70.00	\$49,000.00	\$70.00	\$49,000.00	\$74.00	\$51,800.00	\$74.00	\$51,800.00	\$64.30	\$45,010.00	
PROFESSIONAL ENGINEER	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
PROFESSIONAL ENGINEER MARKUP	%	1	2%	\$300.00	0%	\$0.00	5.0%	\$750.00	5.0%	\$750.00	5%	\$750.00	5%	\$750.00	5%	\$750.00	
MATERIALS	LS	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	
MATERIAL MARKUP	%	1	5%	\$2,000.00	30%	\$12,000.00	10%	\$4,000.00	10%	\$4,000.00	10%	\$4,000.00	10%	\$4,000.00	15%	\$6,000.00	
SUBCONTRACTOR	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
SUBCONTRACTOR MARKUP	%	1	10%	\$5,000.00	8%	\$3,750.00	5%	\$2,500.00	5%	\$2,500.00	10%	\$5,000.00	10%	\$5,000.00	10%	\$5,000.00	
OFF-SITE REPAIRS	LS	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	
OFF-SITE REPAIRS MARKUP	%	1	5%	\$2,000.00	5%	\$2,000.00	10%	\$4,000.00	10%	\$4,000.00	5%	\$2,000.00	5%	\$2,000.00	5%	\$2,000.00	
TOTALS				\$502,950.00		\$377,681.20		\$494,711.70		\$519,736.70		\$574,112.10		\$574,112.10		\$574,112.10	



FOR COUNCIL: September 23, 2013

SUBJECT: Analysis of Bids and Approval of 2013 Emergency Utility Repair Contract

RECOMMENDATION/MOTION: That the prices from Stark Excavating, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the 2013 Emergency Utility Repair contract is \$500,000. A list of projects completed under the previous fiscal year contract is attached.

Bids for the 2013 Emergency Utility Repair contract were received until 9:00 a.m. Tuesday, September 10, 2013 in the office of the City Clerk. Three bids were received and opened in the City Council Chambers. A bid tabulation of all bids is attached. Please note that many of the bidders included \$0.01/hour rate for some of the labor trades. It is not uncommon for bidders to provide low unit prices for items or labor trades they don't expect to use during a contract. This is a risk for the contractor since they must honor the low rate if that item or labor trade is required during the course of the contract.

Since the project involves repair of City utilities throughout the current fiscal year and all locations are not currently known, a contract for the entire budget amount will be awarded.

Stark Excavating, Inc.	\$ 243,105.90	Low Bid
George Gildner, Inc.	\$ 329,495.30	
Hoerr Construction Company	\$ 360,526.70	
Budget		
Storm Water	\$ 250,000.00	
Sanitary Sewer	\$ 200,000.00	
Water	<u>\$ 50,000.00</u>	
Total Budget	\$ 500,000.00	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 10:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2014 budget includes \$500,000.00 for this work. Funding will be as follows: Storm Water-Emergency Storm Sewer Repairs (53103100-70552) for \$250,000, Sanitary Sewer-Emergency Sanitary Sewer Repairs (51101100-70551) for \$200,000 and Water Transmission and Distribution-Repair/Maintenance Infrastructure (50100120-70550)

for \$50,000. Stakeholders can locate this in the FY 2014 budget book titled “Other Funds & Capital Improvement Program” on pages 171, 161 and 139 respectively.

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, Finance Director

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation
Attachment 2. FY 2012 Expenditures

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			

CITY OF BLOOMINGTON
2013 EMERGENCY UTILITY REPAIR
 PROJECT NO. CITY # 50-18-53005-13-01
 CITY BID NO. 2014-17

Bid Opening Date: 09/10/2013
 Bid Opening Time: 9:00 Am
 PREPARED BY: RCW 09/10/2013

Attended By:
 Russ Waller
 Tracey Covert
 Bob Yehl

LOW BID

LABOR / ITEM		ENGINEERS ESTIMATE		STARK EXCAVATING		GEORGE GILDNER, INC.		HOERR CONSTRUCTION			
		UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
BRICK MASON	HR	60	\$7,200.00	\$120.00	\$7,200.00	\$0.01	\$0.60	\$0.01	\$0.60	\$0.01	\$0.60
BRICK MASON APPRENTICE	HR	30	\$3,300.00	\$110.00	\$3,300.00	\$0.01	\$0.30	\$0.01	\$0.30	\$0.01	\$0.30
CARPENTER	HR	60	\$7,800.00	\$130.00	\$7,800.00	\$0.01	\$0.60	\$0.01	\$0.60	\$0.01	\$0.60
CARPENTER APPRENTICE	HR	30	\$3,600.00	\$120.00	\$3,600.00	\$0.01	\$0.30	\$0.01	\$0.30	\$0.01	\$0.30
CARPENTER FOREMAN	HR	40	\$5,600.00	\$140.00	\$5,600.00	\$0.01	\$0.40	\$0.01	\$0.40	\$0.01	\$0.40
FINISHER	HR	100	\$12,000.00	\$120.00	\$12,000.00	\$81.00	\$8,100.00	\$93.00	\$9,300.00	\$0.01	\$1.00
FINISHER APPRENTICE	HR	25	\$2,750.00	\$110.00	\$2,750.00	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25
FINISHER FOREMAN	HR	40	\$5,200.00	\$130.00	\$5,200.00	\$83.00	\$3,320.00	\$95.00	\$3,800.00	\$0.01	\$0.40
LABORER	HR	350	\$42,000.00	\$120.00	\$42,000.00	\$0.01	\$3.50	\$109.00	\$38,150.00	\$127.00	\$44,450.00
LABORER APPRENTICE	HR	100	\$11,000.00	\$110.00	\$11,000.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00
LABORER, SKILLED	HR	320	\$41,600.00	\$130.00	\$41,600.00	\$99.00	\$31,680.00	\$109.00	\$34,880.00	\$129.00	\$41,280.00
LABORER FOREMAN	HR	160	\$22,400.00	\$140.00	\$22,400.00	\$0.01	\$1.60	\$110.00	\$17,600.00	\$131.00	\$20,960.00
OPERATOR	HR	400	\$56,000.00	\$140.00	\$56,000.00	\$115.00	\$46,000.00	\$130.00	\$52,000.00	\$153.00	\$61,200.00
OPERATOR APPRENTICE	HR	160	\$20,800.00	\$130.00	\$20,800.00	\$0.01	\$1.60	\$0.01	\$1.60	\$0.01	\$1.60
PLUMBER	HR	60	\$9,000.00	\$150.00	\$9,000.00	\$110.00	\$6,600.00	\$130.00	\$7,800.00	\$139.00	\$8,340.00
PLUMBER APPRENTICE	HR	25	\$3,500.00	\$140.00	\$3,500.00	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25
PLUMBER SUPERVISOR	HR	50	\$8,000.00	\$160.00	\$8,000.00	\$0.01	\$0.50	\$138.00	\$6,900.00	\$148.00	\$7,400.00
SUPERINTENDENT	HR	250	\$50,000.00	\$200.00	\$50,000.00	\$65.00	\$16,250.00	\$134.00	\$33,500.00	\$148.00	\$37,000.00
TEAMSTER	HR	390	\$58,500.00	\$150.00	\$58,500.00	\$93.00	\$36,270.00	\$94.00	\$36,660.00	\$122.00	\$47,580.00
PROFESSIONAL ENGINEER	LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
PROFESSIONAL ENGINEER MARKUP	%	1	\$4,000.00	50%	\$4,000.00	0%	\$0.00	5%	\$400.00	7%	\$560.00
MATERIALS	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
MATERIAL MARKUP	%	1	\$6,250.00	25%	\$6,250.00	35%	\$8,750.00	12%	\$3,000.00	15%	\$3,750.00
SUBCONTRACTOR	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
SUBCONTRACTOR MARKUP	%	1	\$7,500.00	30%	\$7,500.00	7.5%	\$1,875.00	5%	\$1,250.00	10%	\$2,500.00
OFF-SITE REPAIRS	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
OFF-SITE REPAIRS MARKUP	%	1	\$10,000.00	40%	\$10,000.00	5%	\$1,250.00	5%	\$1,250.00	10%	\$2,500.00
TOTALS					\$481,000.00		\$243,105.90		\$329,495.30		\$360,526.70

2012 EMERGENCY UTILITY REPAIR (FY 2013)

PROJECT DESCRIPTION	START DATE	END DATE	STORM WATER	PROJECT COSTS		
				SEWER	WATER	
Ft Jesse Pump Station Pump Repair	08/31/2012	10/03/2012				\$12,332.61
Low St CSO Elimination	10/08/2012	11/16/2012	\$21,618.99	\$36,952.35		
Locust & Mclean MH Replacement	11/06/2012	11/08/2012		\$20,288.15		
Sapphire Lake Beaver Dam Removal	12/14/2012	12/14/2012	\$689.80			
Towanda Barnes Force Main Repair	11/27/2012	11/30/2012		\$17,307.78		
Division Street Pump Repair	01/30/2013	N/A				\$21,071.64
Jackson St Sewer Repair	03/11/2013	04/23/2013		\$19,370.81		
Krietzer Sewer Repair	05/01/2013	05/02/2013		\$13,310.45		
Empire Sewer Repair	05/09/2013	05/16/2013	\$14,808.00			
Woodhavens Drive Culvert Replacement	06/18/2013	06/20/2013	\$18,502.31			
Oakland Ave Sewer Repair	07/10/2013	07/22/2013	\$50,610.82			
Alexander Road Culvert Repair	07/11/2013	07/26/2013	\$6,711.37			
Mill Street Sewer Repair	07/15/2013	07/22/2013		\$9,894.22		
Holiday Drive Sewer Repair	08/08/2013	08/15/2013		Pending		
			\$112,941.29	\$117,123.76		\$33,404.25
						\$263,469.30

FUND TOTALS

CONTRACT TOTAL



FOR COUNCIL: September 23, 2013

SUBJECT: Analysis of Bids and Approval of 2013 Traffic Signal Maintenance Contract

RECOMMENDATION/MOTION: That the prices from Bodine Electric, Decatur, IL, be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

BACKGROUND: This contract includes traffic signal mast arm, post, controller and other signal equipment repairs or replacements that are not emergencies, and other work on City electric and traffic signal facilities. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for the 2013 Traffic Signal Maintenance contract were received until 9:00 a.m. Tuesday, September 10, 2013 in the office of the City Clerk. Two bids were received and opened in the City Council Chambers. A bid tabulation of all bids is attached. Since the project involves repair of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Bodine Electric of Decatur	\$ 90,300.00 Low Bid
Laesch Electric, Inc.	\$ 93,510.00
Budget	\$100,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 10:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2014 budget includes \$100,000 for this work under Engineering Administration-Contracted Traffic Signal Work (10016210-70662). Stakeholders can locate this in FY 2014 budget book titled "Budget Overview & General Fund" on page 347.

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, Finance Director

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulations
Attachment 2. FY 2012 Expenditures

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			

CITY OF BLOOMINGTON
2013 TRAFFIC SIGNAL MAINTENANCE

PROJECT NO. CITY # 50-17-53005-13-00
 CITY BID NO. 2014-18

Bid Opening Date: 09/10/2013
 Bid Opening Time: 9:00 Am
 PREPARED BY: RCW 09/10/2013
 LOW BID

Attended By: Russ Waller
 Tracey Covert
 Bob Yehl

LABOR		ENGINEERS ESTIMATE			BODINE ELECTRIC			LAESCH ELECTRIC		
	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL		
ELECTRICIAN	HR	60	\$135.00	\$8,100.00	\$145.00	\$8,700.00	\$125.00	\$7,500.00		
ELECTRICIAN APPRENTICE	HR	20	\$125.00	\$2,500.00	\$130.00	\$2,600.00	\$65.00	\$1,300.00		
ELECTRICIAN FOREMAN	HR	40	\$145.00	\$5,800.00	\$160.00	\$6,400.00	\$135.00	\$5,400.00		
LABORER	HR	40	\$95.00	\$3,800.00	\$40.00	\$1,600.00	\$79.00	\$3,160.00		
LABORER APPRENTICE	HR	15	\$75.00	\$1,125.00	\$40.00	\$600.00	\$50.00	\$750.00		
LABORER, SKILLED	HR	25	\$105.00	\$2,625.00	\$40.00	\$1,000.00	\$70.00	\$1,750.00		
LABORER FOREMAN	HR	25	\$115.00	\$2,875.00	\$40.00	\$1,000.00	\$70.00	\$1,750.00		
OPERATOR	HR	60	\$132.00	\$7,920.00	\$40.00	\$2,400.00	\$120.00	\$7,200.00		
OPERATOR APPRENTICE	HR	15	\$122.00	\$1,830.00	\$40.00	\$600.00	\$100.00	\$1,500.00		
SUPERINTENDENT	HR	40	\$145.00	\$5,800.00	\$165.00	\$6,600.00	\$120.00	\$4,800.00		
TEAMSTER	HR	60	\$115.00	\$6,900.00	\$40.00	\$2,400.00	\$98.00	\$5,880.00		
PROFESSIONAL ENGINEER	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
PROFESSIONAL ENGINEER MARKUP	%	1	10%	\$200.00	20%	\$400.00	6%	\$120.00		
MATERIALS	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00		
MATERIAL MARKUP	%	1	10%	\$2,000.00	20%	\$4,000.00	15%	\$3,000.00		
SUBCONTRACTOR	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
SUBCONTRACTOR MARKUP	%	1	10%	\$1,500.00	20%	\$3,000.00	6%	\$900.00		
OFF-SITE REPAIRS	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
OFF-SITE REPAIRS MARKUP	%	1	10%	\$1,000.00	20%	\$2,000.00	15%	\$1,500.00		
TOTALS				\$100,975.00		\$90,300.00		\$93,510.00		

2012 TRAFFIC SIGNAL MAINTENANCE (FY 2013)

PROJECT DESCRIPTION	START DATE	END DATE	TOTAL COST
Baer Road Street Light Cable Repairs	10/08/2012	11/09/2012	\$5,149.57
Hershey & Eastland Loop Repair	10/25/2012	11/05/2012	\$5,418.52
Veterans Ramp & Main St Loop Repair	10/08/2012	12/06/2012	\$3,775.74
Communications Conduit @ Division St	12/03/2012	12/04/2012	\$4,768.24
Hershey & IL Rt 9 MS Sedco Installation	11/28/2012	11/28/2012	\$2,718.15
N. Main Street Handhole & SW Replacement	02/05/2013	03/08/2013	\$8,982.82
Old Farm Lakes Signal Knockdown	03/13/2013	04/04/2013	\$3,687.28
Division Street Fiber Line	03/07/2013	04/09/2013	\$4,598.54
St Light Bore at 34 Derby Way	05/21/2013	06/04/2013	\$2,871.02
Locust St Bridge Street Lights	05/21/2013	06/05/2013	\$19,940.87
Longford Lane Street Light	06/21/2013	06/21/2013	\$5,199.49
Lake Bloomington Fiber	07/16/2013	07/16/2013	\$651.35
East & Jefferson Traffic Signal	07/01/2013	07/16/2013	\$7,453.99
Olive & Allin Traffic Signal	07/12/2013	07/22/2013	\$9,278.68
Six Pts Rd & Fedor Circle Traffic Signal	07/27/2013	08/05/2013	Pending
		TOTALS:	\$84,494.26



FOR COUNCIL: September 23, 2013

SUBJECT: Analysis of Bids and Approval of 2013 Emergency Traffic Signal Repair Contract

RECOMMENDATION/MOTION: That the prices from Bodine Electric, Decatur, IL be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

BACKGROUND: This contract includes traffic signal mast arm, post, controller and other signal equipment repairs or replacements that are emergencies, and other related emergency work on City electric and traffic signal facilities. Emergencies primarily include signal equipment damage or knockdowns from accidents or storms. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for the 2013 Emergency Traffic Signal Repair contract were received until 9:00 a.m. Tuesday, September 10, 2013 in the office of the City Clerk. Two bids were received and opened in the City Council Chambers. A bid tabulation of all bids is attached. Since the project involves repair of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Bodine Electric of Decatur	\$ 88,725.00 Low Bid
Laesch Electric, Inc.	\$ 109,527.50
Budget	\$100,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 10:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2014 budget includes \$100,000 for this work. The funding source is Engineering Administration-Contracted Traffic Signal Work (10016210-70662). Stakeholders can locate this in FY 2014 budget book titled "Budget Overview & General Fund" on page 347.

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, Finance Director

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulations
Attachment 2. FY 2012 Expenditures

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			

CITY OF BLOOMINGTON
2013 EMERGENCY TRAFFIC SIGNAL REPAIR

PROJECT NO. CITY # 50-17-53005-13-01
 CITY BID NO. 2014-19

Bid Opening Date: 09/10/2013
 Bid Opening Time: 9:00 Am
 PREPARED BY: RCW 09/10/2013
 LOW BID

Attended By: Russ Waller
 Tracey Covert
 Bob Yehl

BID TABULATION

	UNIT	APPROX QTY	ENGINEERS ESTIMATE		BODINE ELECTRIC		LAESCH ELECTRIC	
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABOR								
ELECTRICIAN	HR	60	\$135.00	\$8,100.00	\$155.00	\$9,300.00	\$155.00	\$9,300.00
ELECTRICIAN APPRENTICE	HR	15	\$125.00	\$1,875.00	\$135.00	\$2,025.00	\$97.50	\$1,462.50
ELECTRICIAN FOREMAN	HR	40	\$145.00	\$5,800.00	\$170.00	\$6,800.00	\$168.00	\$6,720.00
LABORER	HR	50	\$95.00	\$4,750.00	\$40.00	\$2,000.00	\$90.00	\$4,500.00
LABORER APPRENTICE	HR	15	\$75.00	\$1,125.00	\$40.00	\$600.00	\$68.00	\$1,020.00
LABORER, SKILLED	HR	40	\$105.00	\$4,200.00	\$40.00	\$1,600.00	\$110.00	\$4,400.00
LABORER FOREMAN	HR	40	\$115.00	\$4,600.00	\$40.00	\$1,600.00	\$115.00	\$4,600.00
OPERATOR	HR	60	\$132.00	\$7,920.00	\$40.00	\$2,400.00	\$168.00	\$10,080.00
OPERATOR APPRENTICE	HR	15	\$122.00	\$1,830.00	\$40.00	\$600.00	\$145.00	\$2,175.00
SUPERINTENDENT	HR	50	\$145.00	\$7,250.00	\$180.00	\$9,000.00	\$160.00	\$8,000.00
TEAMSTER	HR	60	\$115.00	\$6,900.00	\$40.00	\$2,400.00	\$140.00	\$8,400.00
PROFESSIONAL ENGINEER	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
PROFESSIONAL ENGINEER MARKUP	%	1	10%	\$200.00	20%	\$400.00	6%	\$120.00
MATERIALS	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
MATERIAL MARKUP	%	1	10%	\$1,500.00	20%	\$3,000.00	20%	\$3,000.00
SUBCONTRACTOR	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
SUBCONTRACTOR MARKUP	%	1	10%	\$1,500.00	20%	\$3,000.00	15%	\$2,250.00
OFF-SITE REPAIRS	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
OFF-SITE REPAIRS MARKUP	%	1	10%	\$1,000.00	20%	\$2,000.00	15%	\$1,500.00
TOTALS				\$100,550.00		\$88,725.00		\$109,527.50

2012 EMERGENCY TRAFFIC SIGNAL REPAIR (FY 2013)

PROJECT DESCRIPTION	START DATE	END DATE	TOTAL COST
IL Rte 9 & Cira Signal Cable Repair	10/05/2012	11/11/2012	\$19,250.34
		TOTALS:	\$19,250.34



FOR COUNCIL: September 23, 2013

SUBJECT: Analysis of Bids and Approval of 2013 Street, Alley and Sidewalk Maintenance Contract

RECOMMENDATION/MOTION: That the prices from Stark Excavating, Inc. be accepted, in the amount of \$200,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

BACKGROUND: This contract includes maintenance and repair of streets, alleys sidewalks, curb & gutter, driveways and other related items on City owned properties. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for the 2013 Street, Alley and Sidewalk Maintenance contract were received until 9:00 a.m. Tuesday, September 10, 2013 in the office of the City Clerk. Three bids were received and opened in the City Council Chambers. A bid tabulation of all bids is attached. Please note that many of the bidders included \$0.01/hour rate for some of the labor trades. It is not uncommon for bidders to provide low unit prices for items or labor trades they don't expect to use during a contract. This is a risk for the contractor since they must honor the low rate if that item or labor trade is required during the course of the contract.

Since the project involves repair of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Stark Excavating, Inc.	\$ 152,957.50 Low Bid
Mclean County Asphalt, Inc.	\$ 199,335.25
Rowe Construction Company	\$ 229,550.00
 Budget	 \$ 200,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 10:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2014 budget includes \$200,000 for this work under Capital Improvement Fund-Street Construction and Improvement (40100100-72530). Stakeholders can locate this in the FY 2014 budget book titled "Other Funds & Capital Improvement Program" on pages 106, 274 and 299.

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, Finance Director

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulations
Attachment 2. FY 2012 Expenditures

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			

CITY OF BLOOMINGTON
2013 STREET, ALLEY & SIDEWALK MAINTENANCE

PROJECT NO. CITY # 50-16-53004-13-00
 CITY BID NO. 2014-20

Bid Opening Date: 09/10/2013
 Bid Opening Time: 9:00 Am
 PREPARED BY: RCW 09/10/2013

Attended By: Russ Waller
 Tracey Covert
 Bob Yehl

LOW BID

LABOR / ITEM	UNIT	APPROX QTY	ENGINEERS ESTIMATE		STARK EXCAVATING		MCLEAN CO ASPHALT		ROWE CONSTRUCTION	
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
BRICK MASON	HR	50	\$75.00	\$3,750.00	\$0.01	\$0.50	\$76.00	\$3,800.00	\$90.00	\$4,500.00
BRICK MASON APPRENTICE	HR	25	\$71.00	\$1,775.00	\$0.01	\$0.25	\$76.00	\$1,900.00	\$90.00	\$2,250.00
CARPENTER	HR	125	\$75.00	\$9,375.00	\$50.00	\$6,250.00	\$75.00	\$9,375.00	\$88.00	\$11,000.00
CARPENTER APPRENTICE	HR	50	\$70.00	\$3,500.00	\$0.01	\$0.50	\$75.00	\$3,750.00	\$88.00	\$4,400.00
CARPENTER FOREMAN	HR	100	\$77.00	\$7,700.00	\$0.01	\$1.00	\$75.00	\$7,500.00	\$90.00	\$9,000.00
FINISHER	HR	100	\$75.00	\$7,500.00	\$81.00	\$8,100.00	\$76.00	\$7,600.00	\$85.00	\$8,500.00
FINISHER APPRENTICE	HR	50	\$70.00	\$3,500.00	\$0.01	\$0.50	\$75.20	\$3,760.00	\$85.00	\$4,250.00
FINISHER FOREMAN	HR	100	\$77.00	\$7,700.00	\$83.00	\$8,300.00	\$70.40	\$7,040.00	\$86.00	\$8,600.00
LABORER	HR	200	\$74.00	\$14,800.00	\$0.01	\$2.00	\$66.85	\$13,370.00	\$85.00	\$17,000.00
LABORER APPRENTICE	HR	100	\$70.00	\$7,000.00	\$0.01	\$1.00	\$50.85	\$5,085.00	\$85.00	\$8,500.00
LABORER, SKILLED	HR	150	\$74.00	\$11,100.00	\$82.00	\$12,300.00	\$66.85	\$10,027.50	\$85.00	\$12,750.00
LABORER FOREMAN	HR	100	\$76.00	\$7,600.00	\$0.01	\$1.00	\$68.75	\$6,875.00	\$86.00	\$8,600.00
OPERATOR	HR	200	\$75.00	\$15,000.00	\$100.00	\$20,000.00	\$79.15	\$15,830.00	\$110.00	\$22,000.00
OPERATOR APPRENTICE	HR	75	\$70.00	\$5,250.00	\$0.01	\$0.75	\$61.85	\$4,638.75	\$110.00	\$8,250.00
SUPERINTENDENT	HR	100	\$78.00	\$7,800.00	\$85.00	\$8,500.00	\$79.00	\$7,900.00	\$120.00	\$12,000.00
TEAMSTER	HR	200	\$75.00	\$15,000.00	\$80.00	\$16,000.00	\$75.42	\$15,084.00	\$86.00	\$17,200.00
PROFESSIONAL ENGINEER	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
PROFESSIONAL ENGINEER MARKUP	%	1	10%	\$500.00	0%	\$0.00	2%	\$100.00	5%	\$250.00
MATERIALS	LS	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
MATERIAL MARKUP	%	1	10%	\$4,000.00	20%	\$8,000.00	25%	\$10,000.00	10%	\$4,000.00
SUBCONTRACTOR	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
SUBCONTRACTOR MARKUP	%	1	10%	\$1,000.00	5%	\$500.00	5%	\$500.00	10%	\$1,000.00
OFF-SITE REPAIRS	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
OFF-SITE REPAIRS MARKUP	%	1	10%	\$1,000.00	0%	\$0.00	2%	\$200.00	5%	\$500.00
TOTALS				\$199,850.00		\$152,957.50		\$199,335.25		\$229,550.00

2012 STREETS, ALLEYS & SIDEWALK MAINTENANCE (FY 2013)

PROJECT DESCRIPTION	START DATE	END DATE	TOTAL COST
Fleet Maintenance Driveway Repairs	10/19/2012	11/06/2012	\$19,054.34
Vale St. Repair - South of Washington	10/17/2012	11/08/2012	\$28,760.57
Circle Avenue - Alley Curb Cut Removal	10/17/2012	11/15/2012	\$2,078.35
Hershey Road Repairs at IL RT 9	11/26/2012	11/26/2012	\$48,174.01
BCC Pillar Repair	10/08/2012	12/30/2012	\$8,294.99
Commerce Bank Alley- Btwn Madison and Center	10/31/2012	10/31/2012	\$2,008.57
Fort Jesse Road at Franklin Hts Entrance Rehab.	05/06/2013	05/08/2013	\$47,872.97
IAA Drive Pvmt Replacement at Country Companie	05/19/2013	06/09/2013	\$16,324.97
		CONTRACT TOTAL:	<u>\$172,568.77</u>



FOR COUNCIL: September 23, 2013

SUBJECT: Analysis of Bids and Approval of 2013 Grading & Seeding Contract

RECOMMENDATION/MOTION: that the prices from Stark Excavating, Inc. be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

BACKGROUND: This contract includes grading, shaping, seeding, fertilizer application, erosion control installation and other related work on City owned properties. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for the 2013 Grading & Seeding contract were received until 9:00 a.m. Tuesday, September 10, 2013 in the office of the City Clerk. Three bids were received and opened in the City Council Chambers. A bid tabulation of all bids is attached. Please note that many of the bidders included \$0.01/hour rate for some of the labor trades. It is not uncommon for bidders to provide low unit prices for items or labor trades they don't expect to use during a contract. This is a risk for the contractor since they must honor the low rate if that item or labor trade is required during the course of the contract.

Since the project involves repair of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Stark Excavating, Inc.	\$ 71,253.20 Low Bid
George Gildner, Inc.	\$ 86,000.70
Rowe Construction Company	\$107,250.00
Budget	
Storm Water	\$ 50,000.00
Sanitary Sewer	<u>\$ 50,000.00</u>
Total Budget	<u>\$100,000.00</u>

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 10:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2014 budget includes \$100,000.00 for this work. Funding will be as follows: Storm Water-Grading and Seeding (53103100-70580) for \$ 50,000.00 and Sanitary Sewer-Grading and Seeding (51101100-70580) for \$ 50,000.00. Stakeholders can locate this in the FY 2014 budget book titled “Other Funds & Capital Improvement Program” on pages 171 and 161 respectively.

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, Finance Director

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulations
Attachment 2. FY 2012 Expenditures

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			

CITY OF BLOOMINGTON
2013 GRADING & SEEDING
 PROJECT NO. CITY # 50-21-53019-13-00
 CITY BID NO. 2014-21

Bid Opening Date: 09/10/2013
 Bid Opening Time: 9:00 Am
 PREPARED BY: RCW 09/10/2013
 LOW BID

Attended By:
 Russ Waller
 Tracey Covert
 Bob Yehl

LABOR / ITEM		UNIT	APPROX QTY	ENGINEERS ESTIMATE		STARK EXCAVATING		GEORGE GILDNER, INC.		ROWE CONSTRUCTION	
				RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABORER		HR	150	\$77.00	\$11,550.00	\$0.01	\$1.50	\$72.00	\$10,800.00	\$85.00	\$12,750.00
LABORER APPRENTICE		HR	40	\$75.00	\$3,000.00	\$0.01	\$0.40	\$0.01	\$0.40	\$85.00	\$3,400.00
LABORER, SKILLED		HR	100	\$78.00	\$7,800.00	\$82.00	\$8,200.00	\$72.50	\$7,250.00	\$85.00	\$8,500.00
LABORER FOREMAN		HR	100	\$78.00	\$7,800.00	\$0.01	\$1.00	\$74.50	\$7,450.00	\$86.00	\$8,600.00
OPERATOR		HR	200	\$100.00	\$20,000.00	\$100.00	\$20,000.00	\$85.00	\$17,000.00	\$110.00	\$22,000.00
OPERATOR APPRENTICE		HR	30	\$100.00	\$3,000.00	\$0.01	\$0.30	\$0.01	\$0.30	\$110.00	\$3,300.00
SUPERINTENDENT		HR	80	\$110.00	\$8,800.00	\$85.00	\$6,800.00	\$90.00	\$7,200.00	\$120.00	\$9,600.00
TEAMSTER		HR	150	\$78.00	\$11,700.00	\$60.00	\$9,000.00	\$70.00	\$10,500.00	\$86.00	\$12,900.00
PROFESSIONAL ENGINEER		LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
PROFESSIONAL ENGINEER MARKUP		%	1	10%	\$200.00	0%	\$0.00	5%	\$100.00	5%	\$100.00
MATERIALS		LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
MATERIAL MARKUP		%	1	10%	\$1,000.00	25%	\$2,500.00	10%	\$1,000.00	10%	\$1,000.00
SUBCONTRACTOR		LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
SUBCONTRACTOR MARKUP		%	1	10%	\$1,000.00	7.5%	\$750.00	5%	\$500.00	10%	\$1,000.00
OFF-SITE REPAIRS		LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
OFF-SITE REPAIRS MARKUP		%	1	10%	\$200.00	0%	\$0.00	10%	\$200.00	5%	\$100.00
TOTALS					\$100,050.00		\$71,253.20		\$86,000.70		\$107,250.00



FOR COUNCIL: September 23, 2013

SUBJECT: Analysis of Bids and Approval of Highland Golf Course Storm Sewer Contract

RECOMMENDATION/MOTION: That the prices from Stark Excavating, Inc. be accepted, in the amount of \$102,832.54, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

BACKGROUND: This contract involves the construction of a storm sewer across the Highland Park Golf Course. The new sewer will replace an existing one that carries storm water from the Veterans Parkway, Morris Avenue, Six Points Road intersection across the golf course to a drainage ditch near Springfield Road. The existing 6 inch sewer is damaged in several locations and will not carry the storm water flows from the subject area. Currently, storm water flows across the ground surface and damage golf cart paths and other areas of the course. The new 24 inch sewer will mitigate this problem.

Bids for this contract were received until 9:00 a.m. Tuesday, September 10, 2013 in the office of the City Clerk. Seven bids were received and opened in the City Council Chambers.

Stark Excavating, Inc.	\$ 102,832.54 (Low Bid)
George Gildner, Inc.	\$ 109,515.00
ACE Contracting of IL	\$ 113,470.00
Opperman Construction	\$ 129,507.50
G.A. Rich & Sons, Inc.	\$ 133,681.00
Rowe Construction Company	\$ 142,196.61
Ironhustler Excavating	\$ 165,514.61
Budget	\$ 100,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on August 26 and September 2, 2013 and a pre-bid meeting was held at 10:00 a.m. on September 3, 2013 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2014 budget includes \$100,000.00 for this work. Funding will be from Storm Water-Sewer Construction and Improvements (53103100-72550). The current available balance in this account is \$265,349.18, which is sufficient to cover the \$2,832.54 above the budgeted amount. Stakeholder can locate this in the FY 2014 budget book titled “Other Funds & Capital Improvement Program” on pages 172 & 382.

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, Finance Director

Recommended by:

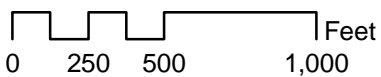
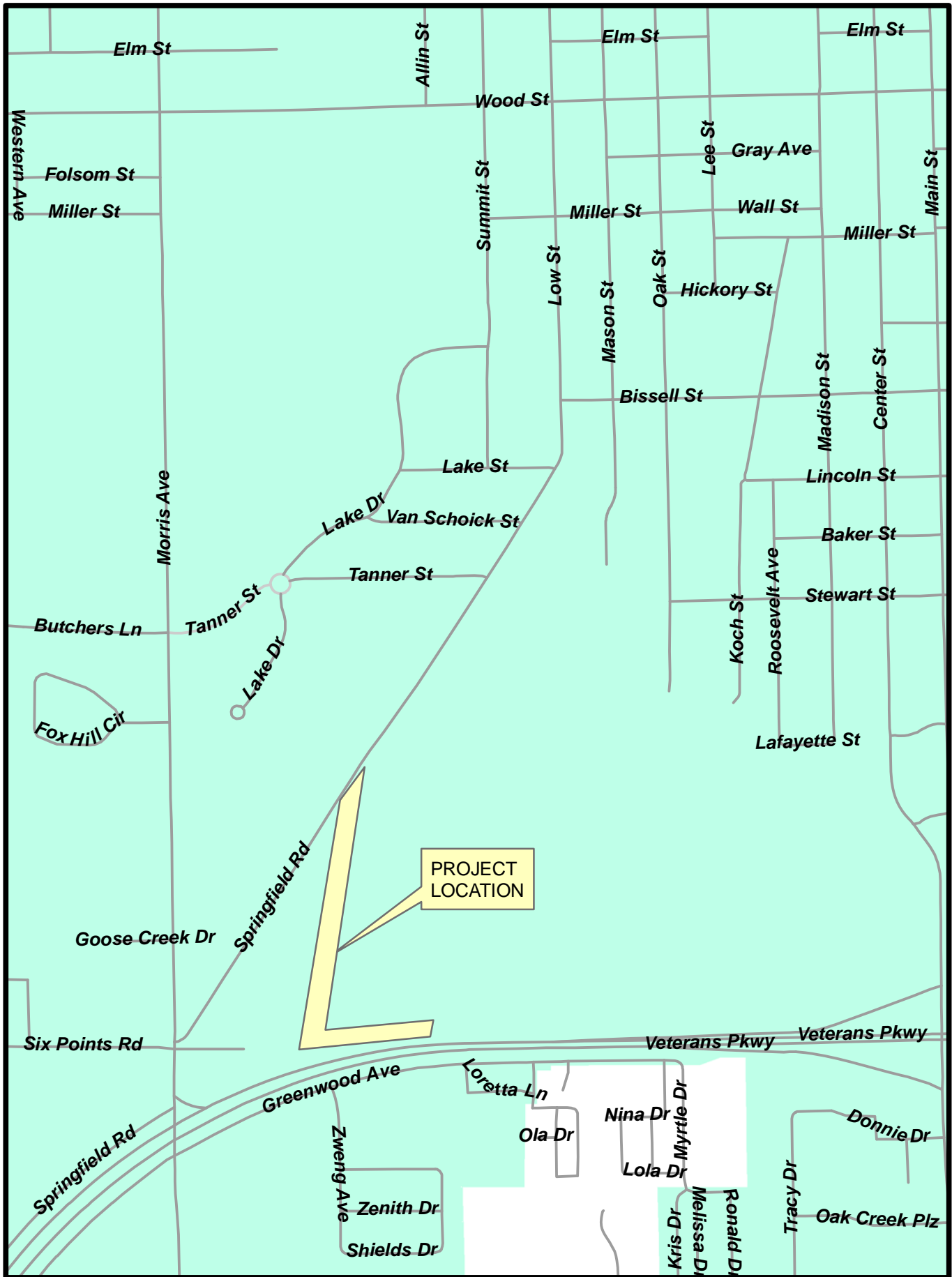
David A. Hales
City Manager

Attachments: Attachment 1. Map
Attachment 2. Bid Tabulation

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			

HIGHLAND GOLF COURSE STORM SEWER - LOCATION MAP



CITY OF BLOOMINGTON
HIGHLAND GOLF COURSE STORM SEWER

PROJECT NO. CITY # 50-04-11156-12-00

Bid Opening Date: 09/10/2013

Bid Opening Time: 9:00 Am

PREPARED BY: RCW 09/10/2013

Attended By:

Russ Waller

Tracey Covert

Bob Yehi

LOW BID

BID TAB

ITEM NO.	ITEM	UNITS	PLAN QTY	ENGINEERS ESTIMATE		STARK EXCAVATING, INC.		GEORGE GILDNER, INC.		ACE CONTRACTING OF IL		OPPERMAN CONST		GA RICH & SONS, INC.		ROWE CONSTRUCTION		IRONHUSTLER EXCAV	
				RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
1	NITROGEN FERTILIZER NUTRIENT	LB	150	\$20.00	\$3,000.00	\$1.20	\$180.00	\$2.10	\$315.00	\$1.00	\$150.00	\$1.25	\$187.50	\$1.10	\$165.00	\$2.30	\$345.00	\$2.10	\$315.00
2	PHOSPHORUS FERTILIZER NUTRIENT	LB	150	\$20.00	\$3,000.00	\$1.20	\$180.00	\$2.10	\$315.00	\$1.00	\$150.00	\$1.25	\$187.50	\$1.10	\$165.00	\$2.30	\$345.00	\$2.10	\$315.00
3	POTASSIUM FERTILIZER NUTRIENT	LB	150	\$20.00	\$3,000.00	\$1.20	\$180.00	\$2.10	\$315.00	\$1.00	\$150.00	\$1.25	\$187.50	\$1.10	\$165.00	\$2.30	\$345.00	\$2.10	\$315.00
4	SEEDING, CLASS 1	ACRE	1.5	\$10,000.00	\$15,000.00	\$1,100.00	\$1,650.00	\$2,950.00	\$4,425.00	\$3,600.00	\$5,400.00	\$2,200.00	\$3,300.00	\$3,052.00	\$4,578.00	\$3,450.00	\$5,175.00	\$1,050.00	\$1,575.00
5	EROSION CONTROL BLANKET	SY	6200	\$2.50	\$15,500.00	\$1.20	\$7,440.00	\$1.60	\$9,920.00	\$1.60	\$9,920.00	\$1.40	\$8,680.00	\$2.00	\$12,400.00	\$2.01	\$12,462.00	\$1.58	\$9,796.00
6	TEMPORARY DITCH CHECK	EA	1	\$500.00	\$500.00	\$135.00	\$135.00	\$260.00	\$260.00	\$100.00	\$100.00	\$260.00	\$260.00	\$1,200.00	\$1,200.00	\$226.92	\$226.92	\$7,384.00	\$7,384.00
7	INLET & PIPE PROTECTION	EA	4	\$200.00	\$800.00	\$85.00	\$340.00	\$60.00	\$240.00	\$100.00	\$400.00	\$75.00	\$300.00	\$210.00	\$840.00	\$95.43	\$381.72	\$210.00	\$840.00
8	EROSION CONTROL BARRIER	FT	400	\$10.00	\$4,000.00	\$2.75	\$1,100.00	\$2.25	\$900.00	\$3.85	\$1,540.00	\$2.75	\$1,100.00	\$5.00	\$2,000.00	\$3.72	\$1,488.00	\$5.25	\$2,100.00
9	TEMPORARY CONSTRUCTION ENTRANCE	EA	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,990.00	\$1,990.00	\$300.00	\$300.00	\$3,331.00	\$3,331.00	\$4,943.62	\$4,943.62	\$2,100.00	\$2,100.00
10	FENCE REMOVAL & REPLACEMENT	FT	50	\$100.00	\$5,000.00	\$44.00	\$2,200.00	\$9.00	\$2,950.00	\$50.00	\$2,500.00	\$45.00	\$2,250.00	\$25.00	\$1,250.00	\$50.60	\$2,530.00	\$30.40	\$1,520.00
11	GOLF CART TRAIL REMOVAL & REPLACEMENT	SY	120	\$100.00	\$12,000.00	\$40.00	\$4,800.00	\$37.00	\$4,440.00	\$50.00	\$6,000.00	\$49.00	\$5,880.00	\$50.00	\$6,000.00	\$64.34	\$7,720.80	\$58.17	\$6,980.40
12	TRENCH BACKFILL	FT	75	\$100.00	\$7,500.00	\$12.50	\$937.50	\$20.00	\$1,500.00	\$7.00	\$525.00	\$13.00	\$975.00	\$21.00	\$1,575.00	\$14.45	\$1,083.75	\$37.40	\$2,805.00
13	TOPSOIL EXCAVATION & PLACEMENT, 4"	SY	5300	\$8.00	\$42,400.00	\$1.10	\$5,830.00	\$0.50	\$2,650.00	\$4.25	\$22,525.00	\$4.00	\$21,200.00	\$7.00	\$37,100.00	\$1.41	\$7,473.00	\$4.41	\$23,373.00
14	GRADING & SHAPING	SY	1000	\$15.00	\$15,000.00	\$6.00	\$6,000.00	\$2.00	\$2,000.00	\$5.00	\$5,000.00	\$6.50	\$6,500.00	\$6.00	\$6,000.00	\$20.40	\$20,400.00	\$5.02	\$5,020.00
15	HDPE STORM SEWER, 24"	FT	1100	\$40.00	\$44,000.00	\$45.00	\$49,500.00	\$56.00	\$61,600.00	\$35.50	\$39,050.00	\$42.00	\$46,200.00	\$43.00	\$47,322.00	\$43.02	\$47,322.00	\$56.53	\$62,183.00
16	PVC STORM SEWER, 8"	FT	50	\$100.00	\$5,000.00	\$35.00	\$1,750.00	\$20.00	\$1,000.00	\$35.00	\$1,750.00	\$64.00	\$3,200.00	\$23.00	\$1,150.00	\$56.87	\$2,843.50	\$50.16	\$2,508.00
17	PVC STORM SEWER, 6"	FT	100	\$75.00	\$7,500.00	\$35.00	\$3,500.00	\$15.00	\$1,500.00	\$29.00	\$2,900.00	\$65.00	\$6,500.00	\$18.00	\$1,800.00	\$41.60	\$4,160.00	\$48.31	\$4,831.00
18	INLET, TYPE A	EA	1	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$600.00	\$600.00	\$750.00	\$750.00	\$3,000.00	\$3,000.00	\$1,171.00	\$1,171.00	\$925.38	\$925.38	\$1,769.00	\$1,769.00
19	FLARED END SECTION, 24"	EA	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$350.00	\$350.00	\$425.00	\$425.00	\$1,400.00	\$1,400.00	\$810.00	\$810.00	\$678.55	\$678.55	\$835.00	\$835.00
20	CONNECT TO EXISTING INLET	EA	4	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$640.00	\$2,560.00	\$400.00	\$1,600.00	\$1,500.00	\$6,000.00	\$403.00	\$1,612.00	\$498.72	\$1,994.88	\$413.75	\$1,655.00
21	CONNECT TO EXISTING STORM SEWER	EA	1	\$200.00	\$200.00	\$900.00	\$900.00	\$700.00	\$700.00	\$400.00	\$400.00	\$250.00	\$250.00	\$423.00	\$423.00	\$549.79	\$549.79	\$2,289.00	\$2,289.00
22	REMOVE EXISTING INLET	EA	1	\$300.00	\$300.00	\$300.00	\$300.00	\$200.00	\$200.00	\$250.00	\$250.00	\$400.00	\$400.00	\$268.00	\$268.00	\$536.41	\$536.41	\$736.00	\$736.00
23	REMOVE EXISTING STORM SEWER	FT	60	\$5.00	\$300.00	\$10.00	\$600.00	\$10.00	\$600.00	\$12.00	\$720.00	\$13.00	\$780.00	\$21.00	\$1,260.00	\$22.98	\$1,378.80	\$61.82	\$3,709.20
24	PLUG EXISTING STORM SEWER	EA	3	\$100.00	\$300.00	\$120.00	\$360.00	\$75.00	\$225.00	\$125.00	\$375.00	\$200.00	\$600.00	\$196.00	\$588.00	\$168.63	\$505.89	\$369.67	\$1,109.01
25	REPAIR IRRIGATION POWER LINE	EA	2	\$500.00	\$1,000.00	\$0.01	\$0.02	\$950.00	\$1,900.00	\$200.00	\$400.00	\$780.00	\$1,560.00	\$440.00	\$880.00	\$575.00	\$1,150.00	\$588.00	\$1,176.00
26	REPAIR IRRIGATION WATER LINE	EA	2	\$500.00	\$1,000.00	\$0.01	\$0.02	\$300.00	\$600.00	\$125.00	\$250.00	\$780.00	\$1,560.00	\$350.00	\$700.00	\$575.00	\$1,150.00	\$277.00	\$554.00
27	FILTER FABRIC	SY	50	\$20.00	\$1,000.00	\$2.00	\$100.00	\$10.00	\$500.00	\$5.00	\$250.00	\$2.00	\$100.00	\$7.00	\$350.00	\$4.88	\$244.00	\$8.40	\$420.00
28	STONE RIP RAP, RR4	SY	50	\$100.00	\$5,000.00	\$55.00	\$2,750.00	\$26.00	\$1,300.00	\$32.00	\$1,600.00	\$80.00	\$4,000.00	\$110.00	\$5,500.00	\$99.23	\$4,961.50	\$139.94	\$6,997.00
29	EXPLORATION TRENCH	FT	50	\$20.00	\$1,000.00	\$40.00	\$2,000.00	\$15.00	\$750.00	\$8.00	\$400.00	\$13.00	\$650.00	\$23.00	\$1,150.00	\$71.04	\$3,552.00	\$55.94	\$2,797.00
30	TRAFFIC CONTROL & PROTECTION	LS	1	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$300.00	\$300.00	\$3,600.00	\$3,600.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$4,221.02	\$4,221.02	\$2,258.00	\$2,258.00
31	CONSTRUCTION STAKING & LAYOUT	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00	\$1,103.08	\$1,103.08	\$5,250.00	\$5,250.00
				TOTALS:		\$203,300.00		\$109,515.00		\$113,470.00		\$129,507.50		\$133,681.00		\$142,196.61		\$165,514.61	



FOR COUNCIL: September 23, 2013

SUBJECT: Analysis of Bids for Water Treatment Chemicals

RECOMMENDATION/MOTION: That the bids be awarded, on a price per ton basis, to the qualified, responsive low bidders as noted in the table in the memo, for the next 12 months with the exceptions that the 2012 carbon dioxide bid is being presented for approval as a three year bid with a maximum 4% price escalator in years two (2013) and three (2014) and chlorine was accepted as a three year bid of \$500 per ton in September of 2011. Therefore, chlorine is shown in the table as a \$500 bid for year two (2012) of a three year contract.

CHEMICAL	VENDOR	Unit of Measure	CURRENT YEAR	LAST YEAR	% Change
Ferric Sulfate	Kemira Water Solutions	Ton	\$190.00	\$169.00	12.4%
Carbon Dioxide	Praxair	Ton	\$60.32*	\$58.00	4.0%
Sodium Hexametaphosphate	Carus Phosphates	Ton	\$1,960.00 ♦	\$2,000.00	-2.0%
Anhydrous Ammonia	Tanner Industries	Ton	\$1,640.00	\$1,600.00	2.5%
Hydrofluosilicic Acid	Mosaic Crop Nutrition, LLC.	Ton	\$522.00	\$544.00	-4.4%
Liquid Chlorine	JCI Jones, Inc.	Ton	\$500.00^	\$500.00	0%

All chemicals are delivered on an as-needed truckload basis, except sodium hexametaphosphate which is delivered as a single shipment of 20,000 pounds

* Year two of a three year agreement with a maximum 4% per year escalator. 2014 price reflects a 4% price increase.

♦ Single 20,000 lb. shipment price

^ Year three of a three year contract with no price increase in this third year.

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

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

BACKGROUND: On September 10, 2013, bids were opened for the City of Bloomington’s water treatment chemical needs. As can be seen in the table, three (3) chemicals increased in price by double digit amounts and two (2) others decreased in price by low single digit amounts. One chemical remained at the same price because it was contractually bound to remain

unchanged in price over three (3) years. This is a clear indication of the continued volatility of the industrial bulk chemical market. Water treatment chemicals are one of the three main expenses in the Water Department operation and maintenance budget. The other two are labor and electricity.

There are several water chemicals that are used in the water treatment process. These chemicals are used in widely varying dosages when compared one to another and individual chemicals will routinely change in dosage as the quality of the water withdrawn from the supply reservoirs changes. The Water Department has budgeted \$625,000 for the overall cost of water treatment chemicals in FY 12-13. In FY 11-12, \$800,000 was spent on water treatment chemicals and in FY 10-11, \$677,000 was spent.

Due to the volatility in the industrial bulk chemical market, the City attempted to reduce some of the exposure to the market swings by requesting multi-year pricing. All vendors were invited to submit proposals for three (3) year agreements for supplying chemicals in addition to the standard one (1) year bid. Two (2) vendors submitted three (3) year proposals, namely one for carbon dioxide and one for hydrofluosilicic acid. The number of vendors willing to commit to three year pricing is down from years past, again indicating ongoing volatility in this market.

The carbon dioxide three (3) year pricing proposal of \$58 per ton in year one and a maximum four percent (4%) escalator in years two and three from Praxair, Inc. is being recommended by Staff over the three (3) year pricing proposal of \$62 per ton in each of the three years from Continental Carbonic Products, Inc. ("CCP"). If the three (3) year pricing from Praxair were accepted, the savings in year one would be between \$2,000 - \$3,000 as a result of the difference between the bid price of \$58/ton from Praxair compared to the \$62/ton bid by CCP and assuming between 500 and 750 tons of carbon dioxide were used in a year. In year two, assuming a worst case scenario of the full four percent (4%) increase in the price from Praxair, their year two price per ton would be \$60.32 as compared to the \$62 per ton price from CCP. The savings in year two would be between \$840 - \$1,260 assuming again that between 500 and 750 tons of carbon dioxide was used in a year. In year three, assuming a worst case scenario of the full four percent (4%) increase in the price from Praxair, their year three price would be \$62.73 per ton as compared to the \$62 per ton price from CCP. There would be no savings in year three. The cost for the Praxair carbon dioxide in year three would actually be more expensive than the year three price per ton from CCP; between \$365 - \$547.50 more, assuming again that between 500 and 750 tons of carbon dioxide was used in a year. Therefore, the two year savings range of the Praxair carbon dioxide would be between \$2,840 - \$4,260 and the year three expense (Praxair's price would be higher in year three under the worst case scenario) would be between \$365 - \$547.50. Adding the three year savings/expenses together, the three year contract with Praxair, in the opinion of staff, is the more economical alternative to bidding the carbon dioxide each year for the next three years or accepting the CCP bid. The savings would be in the range of \$2,475 - \$3,712.50 over the three year term of the contract.

Liquid chlorine is shown on the table but actually was not bid in 2012. It was bid in 2011 and a three year contract was approved by the Council on September 26, 2011 at a price of \$500 per ton for each of the three years of FY's 2012, 2013 and 2014. Staff committed at that time to present to Council each year for approval, the current year pricing for multi-year contracts.

The use of these individual chemicals in the water treatment process is as follows:

Ferric Sulfate – A compound used to increase the removal of suspended materials, such as small soil particles, that are suspended in the water. Basically, very small suspended particles clump together to settle quicker in the water treatment plant.

Carbon Dioxide – The compound that gives pop its fizz is the same material used to lower the pH in water after the removal of dissolved minerals through the use of lime (the water softening process). Lime greatly increases the pH of the water and that pH must be lowered to prevent the formation of scale on the filters and to make the water palatable. Carbon Dioxide, which forms a weak acid, is bubbled into the water to accomplish this.

Sodium Hexametaphosphate – This phosphate compound is used to prevent scale from forming on the filters in the water treatment plant.

Liquid Chlorine – Chlorine is used as a disinfectant in water treatment plants. It is a strong oxidant so it helps with taste and odor as well. In the United States, a minimal amount of chlorine must be present in the pipes in all areas of the water distribution system to continue working as a disinfectant all the way to a customer’s water service connection.

Anhydrous Ammonia – Ammonia is added to the water already containing chlorine to form a class of compounds known as chloramines. Chloramines act as disinfectants, just like chlorine, but are stable in the water delivered to customers for a longer period of time than just chlorine alone.

Hydrofluosilicic Acid – Commonly just referred to as fluoride, this chemical is added to the water to increase the amount of fluoride in drinking water to levels which are optimal for the protection of adults, but to a greater extent, children’s teeth from cavities. There is a modest amount of naturally occurring fluoride in the water taken from our reservoirs; the addition of hydrofluosilicic acid simply increases that to optimal levels. The addition of fluoride to optimal levels is a State Law in Illinois.

The responsive and qualified low bidders are as follows:

CHEMICAL	VENDOR	Unit of Measure	CURRENT YEAR	LAST YEAR	% Change
Ferric Sulfate	Kemira Water Solutions	Ton	\$190.00	\$169.00	15%
Carbon Dioxide	Praxair	Ton	\$58.00*	\$58.00	22.1%
Sodium Hexametaphosphate	Carus Phosphates	Ton	\$1,960.00 ♦	\$2,000.00	-2.9%
Anhydrous Ammonia	Tanner Industries	Ton	\$1,640.00	\$1,600.00	11.1%
Hydrofluosilicic Acid	Mosaic Crop Nutrition, LLC.	Ton	\$522.00	\$544.00	-1.1%
Liquid Chlorine	JCI Jones, Inc.	Ton	\$500.00^	\$500.00	0%

All chemicals are delivered on an as-needed truckload basis, except sodium hexametaphosphate which is delivered as a single shipment of 20,000 pounds

* Year two of a three year agreement with a maximum \$4% per year escalator. 2014 price

◆ Single 20,000 lb. shipment price

^ Year three of a three year contract with no price increase in this third year.

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

FINANCIAL IMPACT: Payment for the purchase of water treatment chemicals throughout the year will be made from the Water Purification Budget-Water Treatment Chemicals (50130-71720). This account is budgeted at \$660,000, for all of the above-mentioned chemicals, for FY 2014. Stakeholders may locate this in the FY 2014 Budget book titled “Other Funds & Capital Improvement Program” on page 145.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Water Department Director

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

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: September 23, 2013

SUBJECT: Analysis of Requests for Proposal for Conservation of the Trotter Fountain

RECOMMENDATION/MOTION: That the RFP for conservation of the Trotter Fountain be awarded to Architectural Preservation Services, Baltimore, MD, in the amount of \$42,490, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN SIGNIFICANCE: Goal 2 – Upgrade City Infrastructure and Facilities; 2d – Well-designed, well maintained City facilities emphasizing productivity and customer service; Goal 4 – Strong Neighborhoods; 4d – Improved neighborhood infrastructure; Goal 5 – Great Place – Livable, Sustainable City; Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Trotter Fountain, located in Withers Park near the corner of Washington and East streets, was designed by world famous sculptor Lorado Taft, of Chicago. The statue is 12' high and over 6' long. The base weighs 22,500 pounds (11.5 tons) and the statute/fountain is 21,500 (10.75 tons). The inside is hollow, by design, because of the water feature. The two Indian maidens are each 6' tall and four Indian children play at their feet with a bear cub and a dog. Set in a grassy area that was next to the library and used as a playground, at the dedication Taft explained the meaning of the spot regarding the children of the past, present, and future. The statue was formally dedicated on May 30, 1911 on public land next to Withers Library.

The piece was willed to the city by James Trotter, an Irish immigrant whose family members became active, prominent citizens of Bloomington – his brother John Trotter was mayor for three terms; a sister, Georgiana, was a Civil War nurse who worked on the front lines with Dorothea Dixson, returned to Bloomington, became a naturalized citizen (some say the first in the United States), fought tirelessly for a public library in Bloomington and served on the Board of Education for 18 years. John and Georgiana, along with James, owned a lumberyard.

Over the 102 years the Trotter Fountain has begun to show some signs of aging. There is rust like stains that have developed from the old water lines. There is also a black looking crust that has developed on numerous parts of the statue from years of biological growth. Some of the features such as fingers and toes have begun to deteriorate which have been recommended for conservation rather than restoration. A detailed cleaning is needed as well as a protective coating is recommended. The specifications are as follows:

1. Review any information about prior treatments as well as any historic photographs that the city can provide.
2. Perform cleaning tests on site to determine safest and most efficient way to remove the various types of soiling and staining on the marble.
3. Carefully clean stone to remove biological growths, black crusts, staining and general soiling.
4. Remove by hand (use only oscillating tools if needed – use of grinders is not allowed) and point mortar joints.

5. Present for approval and evaluate need for application of a protective coating to the marble. Recommend, document and discuss benefits and negative aspects for long term application with the Superintendent of Parks.
6. Provide one (1) original and two (2) copies of written and photographic documentation of all conditions before, during and after treatment.
7. Provide one (1) original and two (2) copies final treatment report with all documentation including procedures and materials used and recommendations for future maintenance

Architectural Preservation Services comes highly recommended and some of their conservation work includes:

Lincoln Memorial, Washington DC
 National Park Service
 Ronald Reagan Monument and Plaque
 Tomb of the Unknowns, Arlington National Cemetery

Name	Location	Bid Price
Architectural Preservation Services	2100 Gable Avenue Baltimore , Md. 20814	\$42,490
Conservation of Sculpture and Objects Studio, INC	900 S Des Plaines Ave. Forrest Park, Il 60130	\$44,100

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On August 13, 2013 RFP's were opened and read for the Trotter Fountain conservation project. Two proposals were received and both companies were interviewed via telephone by the Park Maintenance Superintendent and the City Procurement Manager. Staff is recommending authorization to approve the lowest bidder. Architectural Preservation Services, Corporation Council, Jon Johnston Procurement Manager, Trotter family heirs

FINANCIAL IMPACT: Funds were budgeted in the amount of \$60,000 for this expenditure and are available in account 10014110-70690-41000 (Parks Maintenance-Other Purchased Services). Stakeholders can locate this in the FY 2014 budget book titled "Budget Overview & General Fund" on page 207.

Respectfully submitted for Council consideration.

Prepared by: Robert A Moews, Super. of Parks, Rec & Cultural Arts

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

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

Recommended by:

David A. Hales
 City Manager

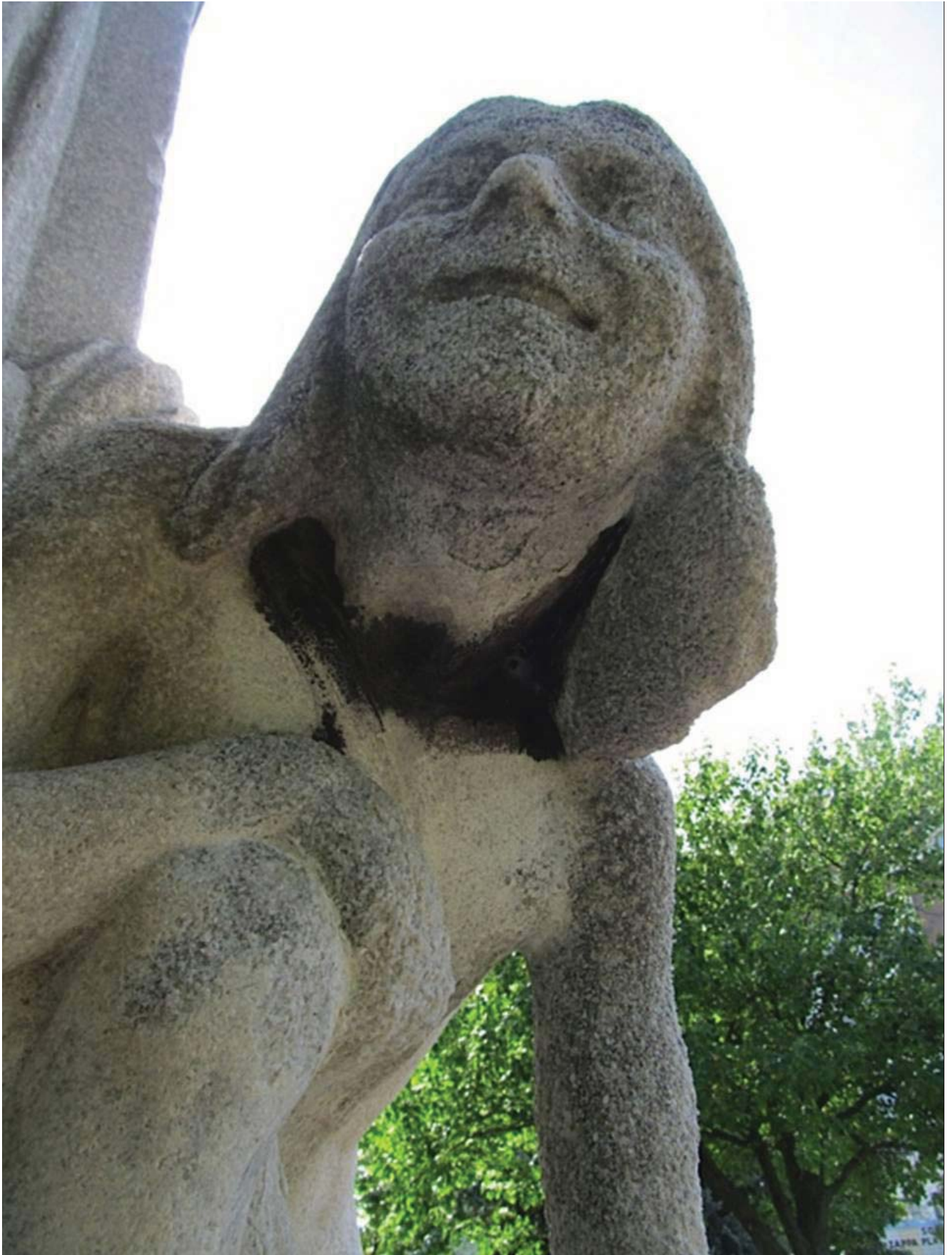
Attachments: Attachment 1. Photos

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: September 23, 2013

SUBJECT: Analysis of Bids for New Irrigation Pump Station at Prairie Vista

RECOMMENDATION/MOTION: That the bid for new irrigation pump station at Prairie Vista be awarded to Watertronics/MTI Distributing, Brooklyn Center, MN, in the amount of \$79,275, and the Mayor and Council and the City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: In order to provide the customers at Prairie Vista with course conditions that match the image of the course we are looking to create, we need to provide quality turf from which to play on. The current irrigation pump station is original to the golf course and is 22 years old. Average life expectancy for pump stations is between 15 to 20 years. We are currently encountering situations where parts needed for repair are either not readily available or not available at all. We’ve experienced times in each of the last three years where we were without the ability to irrigate the courses for two to three days, while staff waited for a part to be located. If an integral part in the pump station was not available, the course would be put into a position of not being able to irrigate the course, which would be disastrous in the summer months. If a repair was not a viable option and we should have to replace the pump station, the lead time on a new system is approximately ten to twelve weeks, which is not an acceptable length of time to be without irrigation at any point in the golf season.

The positives of a new irrigation pump station include immediate water savings and energy savings of up to 25% due to increased efficiencies in the newer vertical frequency drive (VFD) pumps. VFD Technology has proven to be the most efficient in reducing energy costs and minimizing system wear. Advanced controls will also save staff time and money by allowing increased communication, from a variety of devices, with the system. Consistent and water application through the irrigation system will lead to better turf for our customers to play from.

On Thursday, August 29, 2013, at 3:00 pm, bids were publicly opened and read for the new irrigation pump station at Prairie Vista.

The bids received were as follows:

FIRM	LOCATION	BID PRICE (Net)
Rainbird	Tuscon, Arizona	\$95,109
Watertronics*	Hartland, WI	\$79,275

* - Low and recommended bid

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was placed in The Pantagraph and on The City of Bloomington’s website on August 14, 2013 and two bids were received on August 29, 2013. City Purchasing Agent.

FINANCIAL IMPACT: Stakeholders can find this in the FY 2014 budget book titled “Other Funds & Capital Improvement Program” on page 112. This is budgeted in the FY 2014 Capital Lease-Capital Outlay Equipment Other than Office (401001300-72140). Although this item is \$4,275 over the estimated budget, the City will absorb this cost within the lease and look for possible savings with other lease purchases to be made in FY 2014. The principal and interest payments for this lease are budgeted under the Prairie Vista Golf Course budget beginning in FY 2014. For stakeholders this can be located in the same budget book on page 204 under Lease Principal 5640610-73401 and Lease Interest 56406410-73701.

Respectfully submitted for Council consideration.

Prepared by: John Kennedy, Director, Parks, Recreation & Cultural Arts

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

Recommended by:

David A. Hales
City Manager

Attachments Attachment 1. Photo

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: September 23, 2013

SUBJECT: Purchase of Playground Equipment for Franklin Park

RECOMMENDATION: That the purchase of playground equipment for Franklin Park from The Cooperative Purchasing Network (TCPN) be approved, in the amount of \$31,405.20, utilizing Contract #R5202, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN SIGNIFICANCE: Goal 2 – Upgrade City Infrastructure and Facilities; 2d – Well-designed, well maintained City facilities emphasizing productivity and customer service; Goal 4 – Strong Neighborhoods; 4d – Improved neighborhood infrastructure; Goal 5 – Great Place – Livable, Sustainable City; Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The playground equipment at Franklin Park was removed several years ago by City staff due to the pieces no longer meeting safety requirements and regulations. Staff began conversations and neighborhood meetings in January in order to find what type of the playground equipment the residents in the area of Franklin Park were interested in.

Public meetings were held this year on January 31, April 10, and May 8. As a result of those meetings, additional focus group meetings and feedback received, there is majority support for a playground; there is majority support for the location chosen for a playground. There is majority support for a two playground styles/approaches for Franklin Park. The first, which represents the request brought forward to you tonight for consideration, is a contemporary pre-manufactured structure from Landscape Structures, Inc. The second is a nature play style that will be constructed by Park Maintenance certified playground specialists. See attachments for drawings of each playground styles.

The new playground is designed to accommodate both the 2-5 year old and 5-12 year old age groups, meets all CPSC and ADA requirements and will be expected to last 12-15 years. We have trained and certified playground installers in the Parks Maintenance division who will perform the installation of this equipment.

The Cooperative Purchasing Network assists public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, contracts are awarded covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

This purchase through TCPN represents an approximate \$2,000 in savings.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Franklin Square Association, Bloomington Historic Preservation Commission, Illinois Historic Preservation Commission, residents near Franklin Park, Illinois Wesleyan University, City Purchasing Agent

FINANCIAL IMPACT: Franklin Park playground equipment was originally budgeted for in FY 2013. The public input process took longer than anticipated therefore this was not bid and thus not purchased last fiscal year. The City has \$90,000 budgeted for Route 66 Bike Trail in FY 2014 under Capital Improvement Fund-Bike Trail (40100100-72580). This phase will not take place in FY 2014. These dollars are proposed to be used for the playground equipment. For stakeholders, this can be found in the budget book titled “Other Funds & Capital Improvement Program” pages 106, 274, 305-306. The playground equipment purchase will occur out of the Capital Improvement Fund-Capital Outlay Equipment Other than Office (40100100-72140).

Respectfully submitted for Council consideration.

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

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

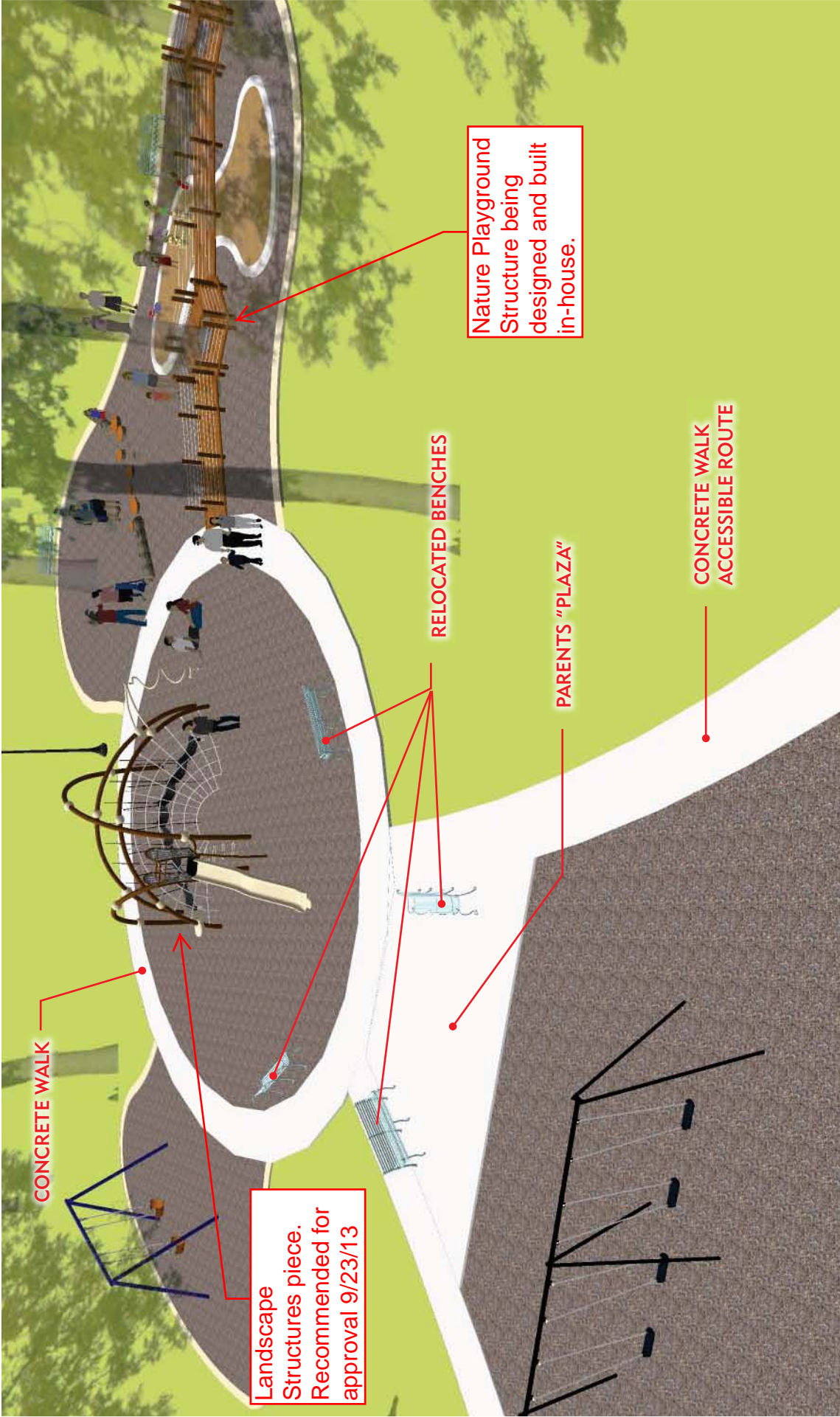
Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Diagram/Sketches

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			



CONCRETE WALK

Landscape Structures piece. Recommended for approval 9/23/13

RELOCATED BENCHES

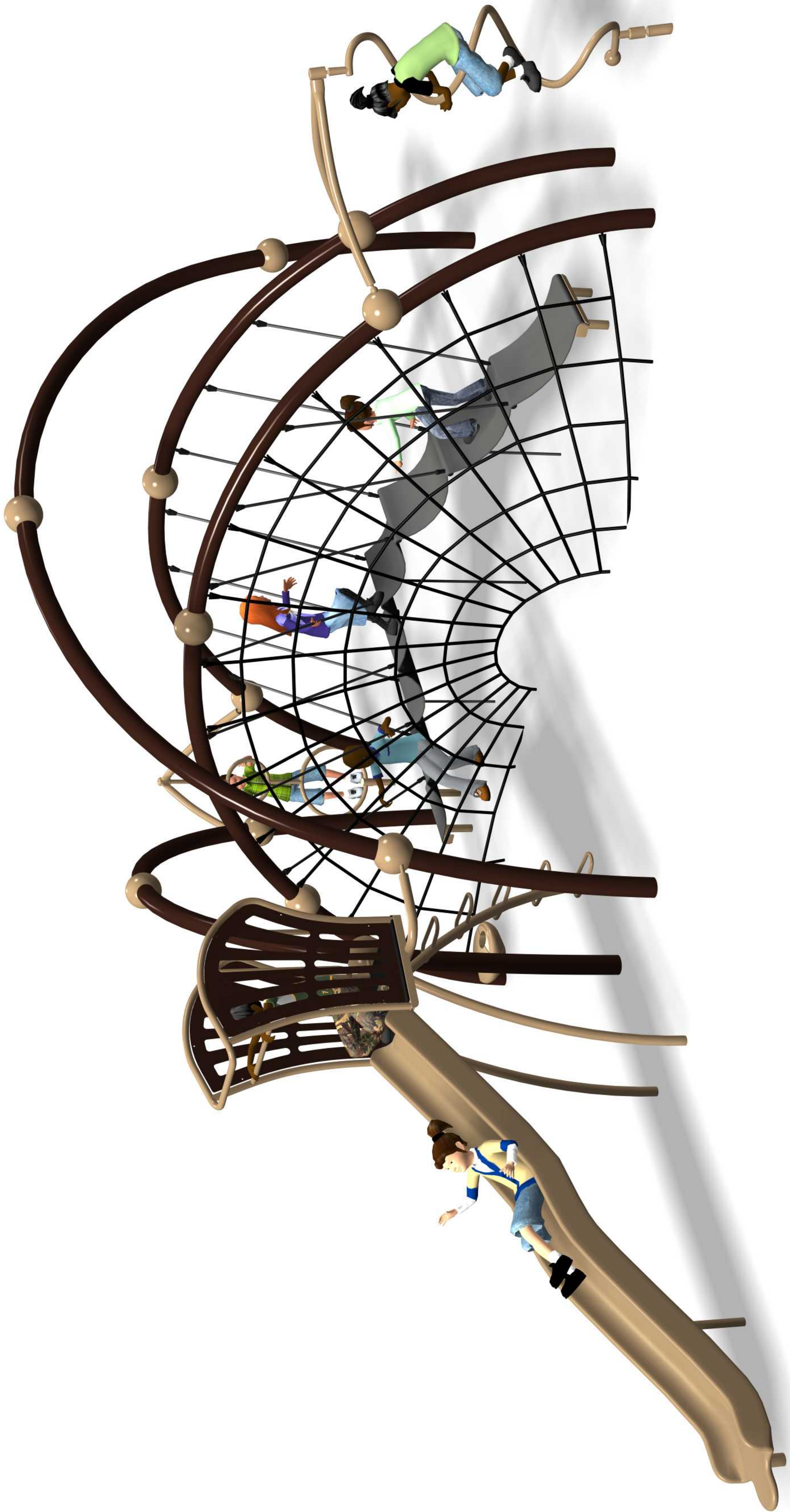
PARENTS "PLAZA"

CONCRETE WALK ACCESSIBLE ROUTE

Nature Playground Structure being designed and built in-house.

Franklin Park - Color Option 2 Brown & Tan

Bloomington, IL August 16, 2013 3570-1



**Better playgrounds.
Better world.™**
playisi.com

Proudly presented by:





FOR COUNCIL: September 23, 2013

SUBJECT: Renewal of Bond Purchasing Agreement for 2004 Variable Rate Demand Bonds

RECOMMENDATION: That the Council authorize the renewal of the 2004 Variable Rate Demand Bond Repurchasing Agreement with J.P. Morgan Chase Bank and the Mayor and City Clerk be authorized to execute the necessary documents.

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

BACKGROUND: Staff respectfully requests Council's approval of the renewal of the contract between the City and J.P. Morgan Chase Bank. This agreement was a part of the original 2004 bond issuance of variable rate demand bonds and makes a covenant with investors to have a bond purchasing agreement in place for the benefit of investors. If this agreement is not in place the bonds would mandatorily redeem. Upon redemption, the City would be obligated to pay off the balance of the bonds prior to their maturity date. In this case, if the renewal was not in place by September 1st, \$10,188,375 of bonds would have been redeemed. To avoid this redemption, the renewal contract was executed. Please see the attached copy of the contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: There is no direct financial impact of renewing this agreement. However, in not renewing this agreement the City was obligated to pay a lump sum of approximately \$10.2 million dollars. During the remaining life of the bond while the contract is in place J.P. Morgan Bank is obligated to purchase any bonds that cannot be remarketed.

Respectfully submitted for Council consideration.

Prepared and Reviewed by: Patti-Lynn Silva, Finance Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Recommended by:

David A. Hales
City Manager

Attachments

Attachment 1. JP Morgan Letter
Attachment 2. Irrevocable Bond Purchase Agreement

Motion: _____ Seconded by: _____

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

J.P.Morgan

August 27, 2013

Patti Lynn-Silva
Director of Finance
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Dear Patti:

JPMorgan Chase Bank, N.A. (the "Bank") is pleased to confirm its commitment to extend the 2004 Irrevocable Bond Purchase Agreement (the "Purchase Agreement") dated October 1, 2004, as amended from time to time, to the City of Bloomington of McLean County, Illinois (the "City") on the terms and conditions set forth herein and in the Purchase Agreement.

Except as noted below, terms and conditions contained in the Purchase Agreement will remain the same.

- 1) The "Commitment" and "Expiration Date", as defined in Article I of the Purchase Agreement, shall be and are hereby amended as follows:

<u>New Commitment</u>	<u>New Expiration Date</u>
\$10,188,375	October 13, 2015

- 2) The "Bank Rate", as defined in Article I of the Purchase Agreement, shall be amended to read as follows:

"...means the interest rate on any Bond while it is held as a Bank Bond, which shall be a rate per annum equal to (i) the Base Rate from the first date such Bond is held as a Bank Bond through the first 120 days thereafter, (ii) the Base Rate plus 1% after the first 120 days through the Expiration Date, (iii) thereafter, the Base Rate plus 2% and, (iv) after any Default, the Base Rate plus 4%."

- 3) The "Base Rate" shall be defined as the higher of (i) JPMorgan Chase Bank's Prime Rate, (ii) Adjusted One Month LIBOR Rate and (iii) 7.5%. The 7.5% rate shall be adjusted to 4.5% for the first 120 days after a draw should the Bank's short term ratings from S&P *and* Moody's fall below A-1 *and* P-1.
- 4) "Adjusted One Month LIBOR Rate" is defined as the sum of 2.50% plus the quotient of (a) the LIBOR Rate on the immediately preceding business day for dollar deposits with a maturity equal to one-

month, divided by (b) one minus the Reserve Requirement applicable to dollar deposits in the London interbank market with a maturity equal to one month.

- 5) "LIBOR Rate" is defined as the interest rate determined by the Bank by reference to Reuters Screen LIBOR01, formerly known as Page 3750 of Moneyline Telerate Service (together with any successor or substitute, the "Service") or any successor or substituted page of the Service providing rate quotations comparable to those currently provided on such page of the Service, as determined by the Bank from time to time for purposes of providing quotations of interest rates applicable to U.S. dollar deposits in the London interbank market.
- 6) "Reserve Requirement" means the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed under Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect.
- 7) The Pricing Schedule attached to this letter shall replace the current Pricing Schedule as defined in the Purchase Agreement.
- 8) Change in Section 6.11 Liquidity to be "The Borrower will maintain cash and liquid marketable investments, not subject to any Lien, in an amount of at least \$200,000, **measured semi-annually as of each April 30 and November 30.**"

The Bank agrees to cap legal expenses related to this extension at \$3,000. Please indicate your acceptance of the commitment herein in the space below and return a copy of this commitment letter to the Bank. This commitment letter will expire at 5 p.m. on August 30, 2013, unless on or prior to such time the Bank shall have a copy of this commitment letter executed by the City. Upon the acceptance of this letter and evidence of proper authorization by the City, the Purchase Agreement will deem to be extended and amended pursuant to the terms and as provided by this commitment letter. A copy of this commitment letter shall be attached to the Purchase Agreement and made a part thereof.

Sincerely,

JPMorgan Chase Bank, N.A.

By:

Title:

ACCEPTED AND AGREED TO:

City of Bloomington of McLean County, Illinois

By:



Title: Finance Director

Date: 8/28/2013

PRICING SCHEDULE

Applicable Fee Rate	Level 1 Status	Level 2 Status	Level 3 Status	Level 4 Status
Commitment Fee	0.55%	0.60%	0.65%	1.65%

For purposes of this Schedule, the following terms have the following meanings, subject to the final paragraph of this Schedule.

“Level 1 Status” exists at any date if, on such date, the Borrower’s Moody’s Rating is Aa3 or better, the Borrower’s S&P Rating is AA- or better and the Borrower’s Fitch Rating is AA- or better.

“Level 2 Status” exists at any date if, on such date, the Borrower’s Moody’s Rating is A1, the Borrower’s S&P Rating is A+ and the Borrower’s Fitch Rating is A+.

“Level 3 Status” exists at any date if, on such date, the Borrower’s Moody’s Rating is A2, the Borrower’s S&P Rating is A and the Borrower’s Fitch Rating is A.

“Level 4 Status” exists at any date if, on such date, the Borrower’s Ratings fall below Moody’s Rating A2, S&P Rating A and Fitch Rating A.

“Ratings” means, at any time, the rating issued by a rating agency and then in effect with respect to the Borrower’s senior unsecured long-term debt securities without third-party credit enhancement.

“Status” means either Level 1 Status, Level 2 Status, Level 3 Status, or Level 4 Status.

The Applicable Fee Rate shall be determined in accordance with the foregoing table based on the Borrower’s Status as determined from its then-current Ratings. **In the event of a split rating, the lowest rating shall apply.** The credit rating in effect on any date for the purposes of this Schedule is that in effect at the close of business of such date. If at any time the Borrower has no Ratings, Level 4 Status shall exist.

In the event that the Borrower elects to terminate the Purchase Agreement or otherwise permanently reduce (except for required principal payments) the Commitment amount prior to October 13, 2014, the Borrower will be required to pay the Bank a make-whole fee equal to the Commitment Fee above which would have accrued from the date of termination or reduction through October 13, 2014.

IRREVOCABLE BOND PURCHASE AGREEMENT

This Irrevocable Bond Purchase Agreement, dated as of October 1, 2004, is between the City of Bloomington, McLean County, Illinois and Bank One, NA. The parties hereto agree as follows

ARTICLE I

DEFINITIONS

Capitalized terms herein are used as defined in the Ordinance (as described below), unless otherwise defined below. As used in this Agreement

"Agreement" means this irrevocable bond purchase agreement, as it may be amended or modified and in effect from time to time.

"Applicable Fee Rate" means, at any time, the percentage rate per annum at which Commitment Fees are accruing on the unused portion of the Commitment at such time as set forth in the Pricing Schedule.

"Article" means an article of this Agreement unless another document is specifically referenced.

"Authorized Officer" means any of the Mayor, Treasurer, Finance Director, City Clerk or any other officer authorized so to act by the Borrower, acting singly

"Bank" means Bank One, NA and its successors and assigns

"Bank Bonds" shall have the meaning given thereto in the Ordinance.

"Bank Rate" means the interest rate on any Bond while it is held as a Bank Bond, which shall be a rate per annum equal to (i) the Prime Rate from the first date such Bond is held as a Bank Bond through the first anniversary thereof, (ii) thereafter, the Prime Rate plus 1% and, (iii) after any Default, the Prime Rate plus 2%

"Bond Documents" means the Bonds, including Bank Bonds, the Ordinance, the Series Ordinance, the Remarketing Agreement and all other operative documents relating to the issuance and sale of the Bonds

"Bond Purchase Date" means any Business Day occurring on or before the Termination Date Bond Purchase of which the Bank has received prior notice by 9:30 A.M. on such Business Day from the Bond Registrar, promptly confirmed in writing, specifying such date and requesting the Bank to purchase one or more Bonds pursuant to Section 2.1 hereof

"Bond Registrar" means J.P. Morgan Trust Company, National Association, Chicago, Illinois, and its successors and assigns under the Bond Ordinance.

"*Bonds*" means the City of Bloomington, McLean County, Illinois, General Obligation Demand Bonds, Series 2004

"*Borrower*" means the City of Bloomington, McLean County, Illinois, a municipality duly organized, operating, and validly existing under the constitution and laws of the State of Illinois, including Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois and the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, its successors and assigns.

"*Business Day*" means a day (other than a Saturday or Sunday) on which banks generally are open in Chicago for the conduct of substantially all of their commercial lending activities

"*Closing Date*" means the date the conditions set forth in Section 4.1 hereof are satisfied

"*Code*" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time.

"*Commitment*" means \$15,736,500, as such amount may be modified from time to time pursuant to the terms hereof.

"*Commitment Fee*" means the fee payable by the Borrower for the Commitment as set forth in Section 2.3 hereof.

"*Contingent Obligation* of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including, without limitation, any comfort letter, operating agreement, take-or-pay contract or Letter of Credit.

"*Contract Rate*" means the Bank Rate.

"*Default*" means an event described in Article VII.

"*Expiration Date*" means October 13, 2007

"*Indebtedness*" of a Person means such Person's (i) obligations for borrowed money, (ii) obligations representing the deferred purchase price of Property or services (other than accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade), (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from property now or hereafter owned or acquired by such Person, (iv) obligations which are evidenced by notes, acceptances, or other instruments, (v) capitalized lease obligations, (vi) net liabilities under interest rate swap, exchange or cap agreements, and (vii) Contingent Obligations.

"Letter of Credit" of a Person means a letter of credit or similar instrument which is issued upon the application of such Person or upon which such Person is an account party or for which such Person is in any way liable.

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement)

"Material Adverse Effect" means a material adverse effect on (i) the business, Property, condition (financial or otherwise), results of operations, or prospects of the Borrower, (ii) the ability of the Borrower to perform its obligations under the Bond Documents or this Agreement or (iii) the validity or enforceability of any of the Bond Documents or this Agreement or the rights or remedies of the Bank thereunder so as to make the Bank insecure in the collection of the Obligations under this Agreement or the Bank Bonds.

"Notice of Assignment" is defined in Section 11 3 2

"Obligations" means all unpaid principal of and accrued and unpaid interest on Bank Bonds, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Borrower to the Bank or any indemnified party hereunder or arising under the Bond Documents or this Agreement.

"Ordinance" means collectively, the Borrower's General Ordinance adopted on September 27, 2004 authorizing the issuance from time to time of General Obligation Demand Bonds, and the Borrower's Series Ordinance adopted on September 27, 2004, authorizing the issuance of the Bonds.

"Participants" is defined in Section 11 2 1

"Payment Date" means each day occurring on the first through fifth anniversary date of the purchase of each Bank Bond.

"Person" means any natural person, corporation, firm, joint venture, partnership, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Prime Rate" means the prime rate of interest announced from time to time by the Bank or its parent (which is not necessarily the lowest rate charged to any customer), changing when and as said prime rate changes.

"Property" of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

"Purchasers" is defined in Section 11.3.1

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

"Remarketing Agreement" means the Remarketing Agreement dated as of October 1, 2004, between the Remarketing Agent and the Borrower, as further supplemented or amended from time to time.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Series Ordinance" means the Borrower's Ordinance adopted on September 27, 2004 providing for the issuance of the Bonds.

"Statutory Rate" means, as required by applicable law, and not otherwise, the maximum rate established by 30 ILCS 305/2 which, with regard to the Bank Rate for Bank Bonds, is the greater of 9% per annum or 125% of the rate on the most Recent Date shown on the 20 G O Bonds Index of average municipal bond yields, as published in the most recent edition of the Bond Buyer, published in New York, New York (or any successor publication or index, or if such publication or index is no longer published, then any index of long term municipal tax exempt bond yields then selected by the Borrower) "Recent Date" means the day any change is announced in the Prime Rate

"Termination DateBond Purchase" means the earliest of (i) the Expiration Date, (ii) 25 days after the Bond Registrar has received notice from the Bank of the Termination Date – Bond Purchase as provided in Section 8.1 hereof, (iii) the occurrence of a Default under Section 7.7 or 7.8 hereof, and (iv) the day after the Conversion Date.

"Termination Purchase" means a purchase of Bank Bonds made after the Bank gives the notice described in Section 8.1 hereof.

"Transferee" is defined in Section 11.4.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Terms used herein and not otherwise defined shall have the meaning given thereto in the Ordinance.

ARTICLE II

THE CREDIT

Section 2 1 Bond Purchase Subject to the terms and conditions of this Agreement, on any Bond Purchase Date the Bank agrees to purchase any Bonds tendered to it, or to be registered in its name as Beneficial Owner with DTC, up to the amount of the Commitment, by wire transfer of immediately available funds to the Bond Registrar on or before 10 00 A.M., Chicago time, on the Bond Purchase Date of an amount equal to the unpaid principal amount of and accrued interest on such Bonds. Bonds purchased by the Bank hereunder shall bear interest at the Bank Rate and the Bank will accept the Bonds received pursuant to this Section 2 1 in the ordinary course of its commercial banking business

Section 2 2 Repayment of Bank Bonds

2.2.1 Voluntary Prepayment The Borrower may from time to time, without penalty or premium, prepay all or, in a minimum aggregate amount of \$100,000 or any integral multiple of \$5,000 in excess thereof, any portion of the outstanding principal amount of the Bank Bonds, together with interest due on the amount so prepaid, upon ten Business Days' prior notice to the Bank. Voluntary principal payments shall be applied to the principal installments payable under Section 2.2.2 in the inverse order of maturity

2.2.2 Mandatory Prepayment Each Bank Bond shall be mandatorily prepaid on such basis as shall be determined by the Bank in the Bank's sole discretion at the time such Bank Bond becomes a Bank Bond, *provided, however,* that such basis shall not require the Borrower to prepay the Bank Bond in amounts or at times so as to result in such payments being required to be made by the Borrower in amounts greater than or in advance of a schedule of payments requiring the Borrower to pay such Bank Bond in five substantially equal annual installments of principal on each Payment Date beginning with the first such Payment Date to occur after the purchase of such Bank Bond, and provided, further however, that the final installment shall equal the balance of such Bank Bond if any original principal amount remains outstanding as at such date.

Section 2 3 Fees, Reductions in Commitment The Borrower agrees to pay the Bank a Closing Fee in the amount of \$10,000. In addition, the Borrower agrees to pay to the Bank a Commitment Fee at the Applicable Fee Rate on the daily unborrowed portion of the Commitment from the date hereof to and including the Termination Date Bond Purchase, payable quarterly in arrears on March 1, June 1, September 1 and December 1, commencing December 1, 2004. The Borrower may permanently reduce the Commitment in whole, or in part, in integral multiples of \$5,000 in excess of \$100,000, upon at least ten Business Days' written notice to the Bank, which notice shall specify the amount of any such reduction, *provided, however,* that the amount of the Commitment may not be reduced below the aggregate principal amount of the Bonds outstanding and 35 days interest thereon at the rate of 9%. In the event that subsequent to any payment of the commitment fee, the Commitment is reduced pursuant to this Section 2 3, the Bank shall promptly refund to the Borrower any overpayment.

Section 2 4 Interest Rate Bank Bonds shall bear interest at the Bank Rate. Changes in

the rate of interest on Bank Bonds shall take effect simultaneously with each change in the Prime Rate

Section 2 5 Maximum Rate and Interest Recapture Notwithstanding Section 2 1 or 2 4 hereof, the Contract Rate applicable to the interest rate on any Bank Bond shall not exceed the Statutory Rate. If at any time the Contract Rate shall exceed the Statutory Rate, the Borrower shall pay interest on such Bank Bond at the Statutory Rate, and the difference between the Contract Rate and the Statutory Rate (the "*Interest Rate Recapture Amount*") shall continue to be due and owing to the extent permitted by law. If the Contract Rate thereafter falls below the Statutory Rate, the Borrower shall continue to pay interest at the Statutory Rate until all Interest Rate Recapture Amounts have been paid in full. In the event that all principal and interest owed on the Bank Bonds hereunder is paid in accordance with their terms, the Obligations of the Issuer, including all Interest Rate Recapture Amounts not yet paid, will terminate, except for the Obligations described in Section 9 7 hereof.

Section 2 6 Method of Payment All payments of the Obligations hereunder shall be made, without setoff, deduction, or counterclaim, in immediately available funds to the Bank at its address specified pursuant to Article XII, by noon (Chicago time) on the date when due.

Section 2 7 Telephonic Notices The Borrower hereby authorizes the Bank to purchase Bank Bonds or transfer funds based on telephonic notices made by any person or persons the Bank in good faith believes to be acting on behalf of the Bond Registrar. The Borrower agrees to deliver, or cause to be delivered, promptly to the Bank a written confirmation, if such confirmation is requested, of each telephonic notice signed by an Authorized Officer or the Bond Registrar. If the written confirmation differs in any material respect from the action taken by the Bank, the records of the Bank shall govern absent manifest error.

Section 2 8 Interest Payment Dates, Interest and Fee Basis Interest accrued on Bank Bonds shall be paid monthly on the first Business Day of each month hereafter, and on any date on which any Bank Bond is prepaid, in whole or in part. Commitment fees shall be calculated for actual days elapsed on the basis of a 360day year, and interest on Bank Bonds shall be calculated for actual days elapsed based on a year of 365 or 366 days. If any payment of principal or interest shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest in connection with such payment.

Section 2 9 Reinstatement of Commitment If the Bank receives reimbursement to its satisfaction for the purchase of Bonds and determines in its sole discretion to reinstate its Commitment hereunder, it shall deliver a notice to that effect to the Remarketing Agent prior to the remarketing of such Bonds.

ARTICLE III

CHANGE IN CIRCUMSTANCES

Section 3 1 Yield Protection If any law or any governmental or quasigovernmental

rule, regulation, policy, guideline or directive (whether or not having the force of law), or any interpretation thereof, or the compliance of the Bank therewith,

(i) subjects the Bank to any tax, duty, charge or withholding on or from payments due from the Borrower (excluding federal taxation of the overall net income of the Bank), or changes the basis of taxation of payments to the Bank in respect of Bank Bonds or other amounts due it hereunder, or

(ii) imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by the Bank, or

(iii) imposes any other condition the result of which is to increase the cost to the Bank of making, funding or maintaining Bank Bonds or the Commitment or reduces any amount receivable by the Bank in connection with Bank Bonds or the Commitment, or requires the Bank to make any payment calculated by reference to the amount of Bank Bonds or the Commitment or interest received by it, by an amount deemed material by the Bank, then, within 30 days of demand by the Bank, the Borrower shall pay the Bank that portion of such increased expense incurred or reduction in an amount received which the Bank determines is attributable to making, funding and maintaining the Bank Bonds and its Commitment.

Section 3.2 Changes in Capital Adequacy Regulations If the Bank determines the amount of capital required or expected to be maintained by the Bank or any corporation controlling the Bank is increased as a result of a Change, then, within 30 days of demand by the Bank, the Borrower shall pay the Bank the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital which the Bank determines is attributable to this Agreement, the Bank Bonds or the Commitment (after taking into account the Bank's policies as to capital adequacy) "Change" means (i) any change after the date of this Agreement in the RiskBased Capital Guidelines or (ii) any adoption of or change in any other law, governmental or quasigovernmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) after the date of this Agreement which affects the amount of capital required or expected to be maintained by the Bank or any corporation controlling the Bank. "RiskBased Capital Guidelines" means (i) the riskbased capital guidelines in effect in the United States on the date of this Agreement, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States implementing the July 1988 report of the Basle Committee on Banking Regulation and Supervisory Practices Entitled "International Convergence of Capital Measurements and Capital Standards," including transition rules, and any amendments to such regulations adopted prior to the date of this Agreement. If the Bank requires an increased payment from the Borrower pursuant to the provisions of this Section 3.2, and if as a result of such increase the Borrower effects a replacement of the Bank, upon the discharge of this Agreement the Bank shall refund to the Borrower a ratable portion of the Closing Fee described in Section 2.3. The amount of the refund shall equal the amount of the Closing Fee (\$10,000) times a fraction, the numerator of which is the number of days from the date of the refund until the Expiration Date, and the denominator of which is the number of days from the Closing Date to the Expiration Date.

Section 3 3 Statements, Survival of Indemnity The Bank shall deliver a written statement as to the amount due, if any, under Sections 3 1, or 3 2 Such written statement shall set forth in reasonable detail the calculations upon which the Bank determined such amount and shall be final, conclusive and binding on the Borrower in the absence of manifest error

ARTICLE IV

CONDITIONS PRECEDENT

Section 4 1 Initial Closing The Bank shall not be required to purchase Bank Bonds hereunder unless the Borrower has furnished to the Bank

(i) Copies, certified by the City Clerk, of the Ordinance and the Series Ordinance authorizing the execution, delivery and performance of the Bond Documents and this Agreement.

(ii) An incumbency certificate, executed by Authorized Officers of the Borrower, which shall identify by name and title and bear the signature of the officers of the Borrower authorized to sign the Bond Documents and this Agreement, upon which certificate the Bank shall be entitled to rely until informed of any change in writing by the Borrower

(iii) A certificate, signed by the Mayor of the Borrower, stating that on the Closing Date no Default or Unmatured Default has occurred and is continuing

(iv) A written opinion of the Borrower's counsel, addressed to the Bank in substantially the form of Exhibit "A" hereto.

(v) An opinion of Bond Counsel to the effect that (a) the Borrower has the legal right and power to adopt the Ordinance and the Series Ordinance and the Ordinance and Series Ordinance have been duly and lawfully adopted by the Borrower, are in full force and effect and are valid and binding upon the Borrower, (b) the Series Ordinance conforms to the requirements of the Ordinance, (c) the Bonds are valid and binding obligations of the Borrower and have been duly and validly authorized and issued in accordance with the Act and (d) as to such tax matters as the Bank may reasonably request.

(vi) The documents required by the provisions of the Ordinance and Series Ordinance

(vii) Evidence of the payment of all legal fees due the Bank.

(viii) Such other documents as the Bank may have reasonably requested, including copies of all Bond Documents.

Section 4.2 Each Bond Purchase The Bank shall not be required to purchase Bonds on any Bond Purchase Date unless on the applicable Bond Purchase Date, there exists no Default under Section 7.7 or 7.8

Section 4.3 All Purchases On each Bond Purchase Date, it shall be deemed that the Borrower has made the following representations and warranties (i) there exists no Default or Unmatured Default hereunder and (ii) the representations and warranties contained in Article V are true and correct as of such Bond Purchase Date, *provided, however*, that the inaccuracy of such representations and warranties shall not affect the obligation of the Bank to purchase Bank Bonds on any Bond Purchase Date. The making of any Termination Purchase shall constitute a representation and warranty by the Borrower that the condition contained in Section 4.2 has been satisfied.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that

Section 5.1 Existence and Standing The Borrower is a municipal corporation, home rule unit and body politic created under the provisions of the laws of the State of Illinois.

Section 5.2 Authorization and Validity The Borrower has the municipal power and authority and legal right to execute and deliver the Bond Documents and this Agreement and to perform its obligations thereunder. The execution and delivery by the Borrower of the Bond Documents and this Agreement and the performance of its obligations thereunder have been duly authorized by proper proceedings, and the Bond Documents and this Agreement constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally. The Bank Bonds will be the direct and general obligation of the Borrower for the payment of which, both as to principal and interest, the Borrower has pledged its full faith and credit and the Obligations are payable from any and all moneys, revenues, receipts, income, assets or funds of the Borrower legally available for such purpose.

Section 5.3 No Conflict, Government Consent Neither the execution and delivery by the Borrower of the Bond Documents and this Agreement, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower or the provisions of any indenture, instrument or agreement to which the Borrower is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien in, of or on the Property of the Borrower pursuant to the terms of any such indenture, instrument or agreement. No order, consent, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or Issuer, or any subdivision thereof, is

required to authorize, or is required in connection with the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, any of the Bond Documents or this Agreement except for those which have heretofore been obtained.

Section 5.4 Financial Statements The April 30, 2003 financial statements of the Borrower heretofore delivered to the Bank were prepared in accordance with generally accepted accounting principles in effect on the date such statements were prepared and fairly present the financial condition and operations of the Borrower at such date and the results of its operations for the period then ended

Section 5.5 Material Adverse Change Since April 30, 2003, there has been no change in the business, Property, prospects, condition (financial or otherwise) or results of operations of the Borrower which could have a Material Adverse Effect.

Section 5.6 Litigation and Contingent Obligations There is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their officers, threatened against or affecting the Borrower which could have a Material Adverse Effect. Other than any liability incident to such other litigation, arbitration or proceedings, the Borrower has no material contingent obligations not provided for or disclosed in the financial statements referred to in Section 5.4

Section 5.7 Accuracy of Information No information, exhibit or report furnished by the Borrower to the Bank in connection with the negotiation of, or compliance with, the Bond Documents or this Agreement contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading. The Borrower has furnished the Bank a true and correct copy of the Bond Documents

Section 5.8 Material Agreements The Borrower is not a party to any agreement or instrument or subject to any municipal restriction which could have a Material Adverse Effect. The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (i) any agreement to which it is a party, which default could have a Material Adverse Effect or (ii) any agreement or instrument evidencing or governing Indebtedness.

Section 5.9 Compliance With Laws The Borrower has complied with all applicable statutes, rules, regulations, orders and restrictions of any domestic governmental unit or any instrumentality or agency thereof, having jurisdiction over the conduct of its business or the ownership of its Property. The Borrower has not received any notice to the effect that its operations are not in material compliance with any of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations or the subject of any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which noncompliance or remedial action could have a Material Adverse Effect.

ARTICLE VI

COVENANTS

During the term of this Agreement, unless the Bank shall otherwise consent in writing:

Section 6.1 Financial Reporting The Borrower will maintain a system of accounting established and administered in accordance with generally accepted accounting principles, and furnish to the Bank.

(i) Within 15 days of receipt and acceptance by the Borrower of its fiscal year end financial statements, an unqualified audit report certified by independent certified public accountants, acceptable to the Bank, prepared in accordance with generally accepted accounting principles, including a combined statement of revenues, expenditures and changes in fund balance, and balance sheet, accompanied by (a) any management letter prepared by said accountants, and (b) a certificate of said accountants that, in the course of their examination necessary for their certification of the foregoing, they have obtained no knowledge of any Default or Unmatured Default, or if, in the opinion of such accountants, any Default or Unmatured Default shall exist, stating the nature and status thereof

(ii) Together with the financial statements required hereunder, a certificate signed by an Authorized Officer stating that no Default or Unmatured Default exists, or if any Default or Unmatured Default exists, stating the nature and status thereof.

(iii) Such other information (including nonfinancial information and its annual budget) as the Bank may from time to time reasonably request.

Section 6.2 Use of Proceeds The Borrower will use the proceeds of the Bonds for the purposes set forth in the Ordinance and the Series Ordinance and will not use any of the proceeds thereof to purchase or carry any "margin stock" (as defined in Regulation U)

Section 6.3 Notice of Default The Borrower will give prompt notice in writing to the Bank of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which could have a Material Adverse Effect.

Section 6.4 Conduct of Business The Borrower will carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted and to do all things necessary to remain duly existing and in good standing in the State of Illinois and maintain all requisite authority to conduct its business in its jurisdiction.

Section 6.5 Insurance The Borrower will either self insure through an insurance pool or maintain with financially sound and reputable insurance companies insurance on all its Property in such amounts and covering such risks as is consistent with sound business practice, and the Borrower will furnish to the Bank upon request full information as to the insurance carried.

Section 6.6 Compliance with Laws The Borrower will comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject. The Borrower will comply with its obligations under the Bond Documents and will not amend, waive or modify, or permit the amendment, waiver or modification of any of the Bond Documents without the prior written consent of the Bank.

Section 6.7 Maintenance of Properties The Borrower will do all things necessary to maintain, preserve, protect and keep its Property in good repair, working order and condition, and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times

Section 6.8 Inspection The Borrower will permit the Bank, by its respective representatives and agents, to inspect any of the Property, corporate books and financial records of the Borrower to examine and make copies of the books of accounts and other financial records of the Borrower and to discuss the affairs, finances and accounts of the Borrower with, and to be advised as to the same by, their respective officers at such reasonable times and intervals as the Bank may designate.

Section 6.9 Repayment of Obligations The Borrower covenants and agrees that, within 30 days of the purchase of each Bank Bond, it will adopt a tax levy ordinance providing for the levy of taxes in an amount sufficient to provide for the payment of principal of and interest on such Bank Bond in accordance with its terms. Such levy shall be calculated on the assumption that such Bank Bond bears interest at the maximum Statutory Rate. Prior to the collection of such taxes, the Borrower will use any and all funds legally available therefor to pay all principal and interest on Bank Bonds together with all other Obligations due hereunder. Promptly upon the adoption of said tax levy ordinance, a certified copy shall be filed with the County Clerk of McLean County, Illinois, whose duty it shall be to annually ascertain the rate necessary to produce the tax so levied and extend the same for collection on the tax books against all of the taxable property within the Borrower in connection with other taxes levied in each such year, in order to raise the amounts required to pay the principal of and interest on each Bank Bond in accordance with its terms. Such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of other taxes of the Borrower, and when collected, shall be deposited to the credit of the Series 2004 Debt Service Account established pursuant to the Series Ordinance.

Section 6.10 Taxable Loans The Borrower shall not take any action within its control which would cause Bank Bonds to become a taxexempt obligation under the Code.

Section 6.11 Liquidity The Borrower will maintain at all times cash and liquid, marketable investments, not subject to any Lien, in an amount of at least \$200,000

Section 6.12 Ratings The Borrower will maintain at all times ratings on its general obligation debt of at least "A2" from Moody's Investors Service, "A" from Standard & Poor's and "A" from Fitch.

ARTICLE VII

DEFAULTS

The occurrence of any one or more of the following events shall constitute a Default:

Section 7 1 Any representation or warranty made or deemed made by or on behalf of the Borrower to the Bank under or in connection with this Agreement, any purchase of Bank Bonds, or any certificate or information delivered in connection with this Agreement or any Bond Document shall be materially false on the date as of which made

Section 7 2 Subject to the provisions of Section 8 1 hereof, nonpayment of principal of any Bank Bond when due, or nonpayment of interest upon any Bank Bond or of any commitment fee or other Obligations under this Agreement within five days after the same becomes due.

Section 7 3 The breach by the Borrower of any of the terms or provisions of Article VI

Section 7 4 The breach by the Borrower (other than a breach which constitutes a Default under Section 7 1, 7 2 or 7 3) of any of the terms or provisions of this Agreement which is not remedied within fifteen days after written notice from the Bank.

Section 7 5 Any "default" or "event of default" shall occur and be continuing under any Bond Document.

Section 7 6 Failure of the Borrower to pay any Indebtedness when due, or the default by the Borrower in the performance of any term, provision or condition contained in any agreement under which any Indebtedness was created or is governed, or any other event shall occur or condition exist, the effect of which is to cause, or to permit the holder or holders of such Indebtedness to cause, such Indebtedness to become due prior to its stated maturity; or any Indebtedness of the Borrower shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled payment) prior to the stated maturity thereof; or the Borrower shall not pay, or admit in writing its inability to pay, its debts generally as they become due.

Section 7 7 The Borrower shall (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial portion of its Property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (v) take any corporate action to authorize or effect any of the foregoing actions set forth in this Section 7 7 or (vi) fail to contest in good faith any appointment

or proceeding described in Section 7 8

Section 7 8 Without the application, approval or consent of the Borrower a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any substantial portion of its Property, or a proceeding described in Section 7 7(iv) shall be instituted against the Borrower and such appointment continues undischarged or such proceeding continues undismitted or unstayed for a period of 30 consecutive days.

Section 7 9 The Borrower shall fail to maintain a rating of at least "A2" from Moody's Investors Service, "A" from Standard & Poor's and "A" from Fitch on its general obligation indebtedness

Section 7 10 Any court, government or governmental agency shall condemn, seize or otherwise appropriate, or take custody or control of (each a "*Condemnation*"), all or any material portion of the Property of the Borrower which, when taken together with all other Property of the Borrower so condemned, seized, appropriated, or taken custody or control of, during the twelvemonth period ending with the month in which any such Condemnation occurs, constitutes a substantial portion of the Borrower's Property, as determined by the Bank, except for any such Condemnation by the federal government which Condemnation results from the declaration of a national emergency

Section 7 11 The Borrower shall fail within 30 days to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of \$100,000, which is not stayed on appeal or otherwise being appropriately contested in good faith or which is not covered by Borrower's insurance policies

ARTICLE VIII

ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

Section 8.1 Remedies If any Default shall occur under Sections 7 7 or 7 8, the obligation of the Bank to provide the Commitment shall automatically terminate, the Bank shall have no further obligation to purchase Bank Bonds and in the event of a Default under Sections 7 7 or 7 8, the Obligations (except for the obligation of the Issuer to repay the principal of and interest on Bank Bonds) shall become immediately due and payable without notice or demand of any kind which are hereby waived by the Borrower. If any other Default shall occur and the Bank shall so elect, then the Bank may, at its election, pursue one or more of the following remedies (i) the Bank may give notice to the Borrower and the Bond Registrar that the Termination Date Bond Purchase shall be a date not less than 25 days from the receipt by the Bond Registrar of such notice, and the Bank's obligation to purchase Bank Bonds shall terminate on such date (unless the Bank's obligation to purchase Bank Bonds hereunder has terminated on an earlier date in accordance with the first sentence hereof), *provided, however*, that the Bank will make a Termination Purchase prior thereto (unless the Bank's obligation to purchase Bank Bonds hereunder has terminated on an earlier date in accordance with the first sentence hereof), (ii) the Bank shall have all the rights and remedies available to it under this Agreement, the Bond Documents and/or otherwise pursuant to law or equity. After the making of any Termination

Purchase in accordance with (1) described in the immediately preceding sentence, the Bank may declare all Obligations (except for the obligation of the Issuer to repay the principal of and interest on Bank Bonds) to be immediately due and payable without notice or demand of any kind which are hereby waived by the Borrower. The Bank will give the Bond Registrar notice of any Default known to it hereunder. Anything herein to the contrary notwithstanding, if the Borrower fails to pay the principal of, or interest on, any Bank Bond under circumstances that would otherwise constitute a Default under Section 7.2 hereof, no Default shall be deemed to have occurred and be continuing so long as the Borrower has adopted the ordinance described in Section 6.9 hereof within the time period required therein, unless and until the taxes collected in the succeeding calendar year are insufficient to pay all principal of and interest due and owing on such Bank Bond.

Section 8.2 Rescission of Default If, within 30 days after acceleration of the maturity of the Obligations or termination of the obligations of the Bank to purchase Bank Bonds hereunder as a result of any Default (other than any Default as described in Section 7.7 or 7.8) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Bank (in its sole discretion) may, by notice to the Borrower, rescind and annul such acceleration and/or termination. Upon any such rescission the Bank shall also provide notice to the Remarketing Agent that its Commitment hereunder has been reinstated and is in full force and effect.

Section 8.3 Amendments The Bank and the Borrower may enter into agreements supplemental hereto for the purpose of adding to or modifying, any provisions of, this Agreement or changing in any manner the rights of the Bank or the Borrower hereunder or waiving any Default hereunder.

Section 8.4 Preservation of Rights No delay or omission of the Bank to exercise any right under the Bond Documents or this Agreement shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the purchase of Bank Bonds notwithstanding the existence of a Default or the inability of the Borrower to satisfy the conditions precedent thereto shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Bond Documents or this Agreement whatsoever shall be valid unless in writing signed by the Bank pursuant to Section 8.3, and then only to the extent in such writing specifically set forth. All remedies contained in the Bond Documents, this Agreement or by law afforded shall be cumulative and all shall be available to the Bank until the Obligations have been paid in full.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Survival of Representations All representations and warranties of the Borrower contained in this Agreement shall survive the Closing Date and the purchase of Bank Bonds.

Section 9 2 Governmental Regulation Anything contained in this Agreement to the contrary notwithstanding, the Bank shall not be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

Section 9 3 Taxes Any taxes (excluding federal income taxes on the overall net income of the Bank) or other similar assessments or charges payable or ruled payable by any governmental Issuer in respect of this Agreement or any Bank Bond shall be paid by the Borrower, together with interest and penalties, if any

Section 9 4 Headings Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Agreement.

Section 9 5 Entire Agreement This Agreement and the Bond Documents embody the entire agreement and understanding between the Borrower and the Bank and supersede all prior agreements and understandings between the Borrower and the Bank relating to the subject matter thereof

Section 9 6 Benefits of this Agreement This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns

Section 9 7 Expenses, Indemnification The Borrower shall reimburse the Bank for any costs, (including attorneys' fees and time charges of attorneys for the Bank, which attorneys may be employees of the Bank) paid or incurred by the Bank in connection with the preparation, negotiation, execution, delivery, review, amendment, modification, and administration of this Agreement and the Bond Documents The Borrower also agrees to reimburse the Bank for any costs, internal charges and outofpocket expenses (including attorneys' fees and time charges of attorneys for the Bank, which attorneys may be employees of the Bank) paid or incurred by the Bank in connection with the collection and enforcement of this Agreement and the Bond Documents The Borrower further agrees to indemnify the Bank, its directors, officers and employees against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not the Bank is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the Bond Documents, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of any Bond. The obligations of the Borrower under this Section shall survive the termination of this Agreement.

Section 9 8 Severability of Provisions Any provision in this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

Section 9 9 CHOICE OF LAW THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO

FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

Section 9 10. WAIVER OF JURY TRIAL. THE BORROWER AND THE BANK HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY BOND DOCUMENT, THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

ARTICLE X

SETOFF

In addition to, and without limitation of, any rights of the Bank under applicable law, if the Borrower becomes insolvent, however evidenced, or any Default or Unmatured Default occurs, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available, but excluding restricted accounts setoff against which would be prohibited by law, such as pension accounts) and any other Indebtedness at any time held or owing by the Bank to or for the credit or account of the Borrower may be offset and applied toward the payment of the Obligations owing to the Bank, whether or not the Obligations, or any part hereof, shall then be due.

ARTICLE XI

BENEFIT OF AGREEMENT, ASSIGNMENTS, PARTICIPATIONS

Section 11 1 Successors and Assigns The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Borrower and the Bank and their respective successors and assigns, except that (i) the Borrower shall not have the right to assign its rights or obligations under this Agreement, (ii) the Bank will not assign its Commitment to purchase Bank Bonds and (iii) any assignment of any portion of a Bank Bond must be made in compliance with Section 11 3 Notwithstanding clause (iii) of this Section, the Bank may at any time, without the consent of the Borrower, assign all or any portion of its rights under this Agreement, or a Bank Bond to a Federal Reserve Bank. Any assignee or transferee of a Bank Bond agrees by acceptance thereof to be bound by all the terms and provisions of the Bond Documents and this Agreement. Any request, Issuer or consent of any Person, who at the time of making such request or giving such Issuer or consent is the holder of a Bank Bond, shall be conclusive and binding on any subsequent holder, transferee or assignee of a Bank Bond issued in exchange therefor

Section 11 2 Participations

11 2 1 *Permitted Participants, Effect* The Bank may, in the ordinary course of its business and in accordance with applicable law, at any time sell to one or more banks or other entities ("*Participants*") participating interests in any Bank Bond, the Commitment or any other interest of the Bank under the Bond Documents or this Agreement. In the event of any such sale of participating interests to a Participant, the

Bank's obligations under this Agreement shall remain unchanged, it shall remain solely responsible to the other parties hereto for the performance of such obligations, the Bank shall remain the holder of the Bank Bonds for all purposes, all amounts payable by the Borrower under this Agreement shall be determined as if the Bank had not sold such participating interests, and the Borrower shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations under the Bond Documents and this Agreement.

11.2.2 *Exercise of Voting Rights* The Bank shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Bond Documents or this Agreement other than any amendment, modification or waiver with respect to a Bank Bond or Commitment in which such Participant has an interest which forgives principal, interest or fees or reduces the interest rate or fees payable with respect to any such Bank Bond or Commitment, postpones any date fixed for any regularly scheduled payment of principal of, or interest or fees on, any such Bank Bond or Commitment, releases any guarantor of any such Bank Bond or releases any substantial portion of collateral, if any, securing any thereof.

11.2.3 *Benefit of Setoff* The Borrower agrees that each Participant shall be deemed to have the right of setoff provided in Section 10 in respect of its participating interest in amounts owing under the Bond Documents or this Agreement to the same extent as if the amount of its participating interest were owing directly to it under the Bond Documents or this Agreement, *provided* that the Bank shall retain the right of setoff provided in Section 10 with respect to the amount of participating interests sold to each Participant. The Bank agrees to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 10, agrees to share with the Bank, any amount received pursuant to the exercise of its right of setoff.

Section 11.3 Assignments of Bank Bonds

11.3.1 *Permitted Assignments* The Bank may, in the ordinary course of its business and in accordance with applicable law, at any time assign to one or more banks or other entities ("*Purchasers*") all or any part of its rights and obligations under any Bank Bond. Such assignment shall be in the form as may be agreed to by the parties thereto. Unless a Default has occurred and is continuing, the consent of the Borrower shall be required prior to an assignment becoming effective with respect to a Purchaser which is not an affiliate of the Bank. Such consent shall not be unreasonably withheld.

11.3.2 *Effect, Effective Date* Upon (i) delivery of a notice of assignment (a "*Notice of Assignment*"), together with any consents required by Section 11.3.1, such assignment shall become effective on the effective date specified in such Notice of Assignment. On and after the effective date of such assignment, such Purchaser shall for all purposes be a party to this Agreement and any Bond Document, and no further consent or action by the Borrower or the Bank shall be required to release the Bank with respect to the percentage of the Bank Bond assigned to such Purchaser. Upon the consummation of any assignment to a Purchaser pursuant to this Section 11.3.2, the Bank and the

Borrower shall make appropriate arrangements so that replacement Bank Bonds are issued in principal amounts reflecting their portion of such Bank Bond, as adjusted pursuant to such assignment.

Section 11 4 Dissemination of Information The Borrower authorizes the Bank to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Bond Documents or this Agreement by operation of law (each a "Transferee") and any prospective Transferee any and all information in the Bank's possession concerning the creditworthiness of the Borrower

Section 11 5 Notice to Assignee of Bank Bonds The Bank shall notify any assignee of a Bank Bond under this Article XI that the tender rights relating to such Bank Bonds are not supported by a liquidity facility

ARTICLE XII

NOTICES

Section 12 1 Giving Notice Except as otherwise permitted by Section 2 7 with respect to borrowing notices, all notices and other communications provided to any party hereto under this Agreement or any Bond Document shall be in writing or by telex or by facsimile and addressed or delivered to such party at its address set forth below its signature hereto or at such other address as may be designated by such party in a notice to the other parties Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given when received, any notice, if transmitted by telex or facsimile, shall be deemed given when transmitted (answerback confirmed in the case of telexes)

Section 12 2 Change of Address The Borrower and the Bank may each change the address for service of notice upon it by a notice in writing to the other parties hereto

IN WITNESS WHEREOF, the Borrower and the Bank have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: 

Print Name Thomas Hamilton

Title City Manager

109 East Olive Street
Bloomington, Illinois 61701-5219

Attention: Finance Director

BANK ONE, NA

By: 

Print Name: FRED W ASH

Title VICE PRESIDENT

120 South LaSalle, 3rd Floor
Chicago, Illinois 60603

Attention: IL1-1225

PRICING SCHEDULE

APPLICABLE FEE RATE	LEVEL I STATUS	LEVEL II STATUS	LEVEL III STATUS
<i>Commitment Fee</i>	22%	35%	75%

For purposes of this Schedule, the following terms have the following meanings, subject to the final paragraph of this Schedule

“Level I Status” exists at any date if, on such date, the Borrower’s Moody’s Rating is Aa3 or better, the Borrower’s S&P Rating is AA- or better and the Borrower’s Fitch Rating is AA- or better

“Level II Status” exists at any date if, on such date, (i) the Borrower has not qualified for Level I Status and (ii) the Borrower’s Moody’s Rating is A2 or better, the Borrower’s S&P Rating is A or better and the Borrower’s Fitch Rating is A or better

“Level III Status” exists at any date if, on such date, the Borrower has not qualified for Level I Status or Level II Status.

“Rating” means, at any time, the rating issued by a rating agency and then in effect with respect to the Borrower’s senior unsecured long-term debt securities without third-party credit enhancement

“Status” means either Level I Status, Level II Status, or Level III Status

The Applicable Fee Rate shall be determined in accordance with the foregoing table based on the Borrower’s Status as determined from its then-current Moody’s Ratings (or equivalent) The credit rating in effect on any date for the purposes of this Schedule is that in effect at the close of business on such date. If at any time the Borrower has no Moody’s Rating (or equivalent), Level III Status shall exist.

FOR COUNCIL: September 23, 2013

SUBJECT: Professional Services Contract for the Bloomington Center for Performing Arts

RECOMMENDATION: That the contract with Big League Productions be approved, in the amount of \$35,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN SIGNIFICANCE: Goal 3 - Grow the Local Economy; Objective 3.e. - Strong working relationship among the City, businesses, economic development organizations; Goal 5 - Great Place – Livable, Sustainable City; Objective 5.d. – Appropriate leisure and recreational opportunities responding to the needs of residents; Goal 6 - Prosperous Downtown Bloomington; Objective 6.c. – Downtown becoming a community and regional destination.

BACKGROUND: Staff respectfully requests approval of the contract to engage persons and/or groups represented by Big League Production to perform entertainment services in the Bloomington Center for the Performing Arts. Contract expenses for the contracts will be \$35,000.00. The contract price covers the artist fees for the performance coming to the BCPA. For proprietary and competitive advantage reasons we do not mention the acts by name in the staff back up report. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often, however virtually all artists are provided with meals and non-alcoholic beverages.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The selection of this artists was coordinated with the Cultural Commission and the BCPA’s Programming Advisory Committee. Staff and community advisors agree that the visiting professionals will attract broad, positive community involvement and contribute to the public service mission of the Bloomington Center for the Performing Arts.

FINANCIAL IMPACT: The FY 2014 Budget appropriated \$511,300 in line item 2110100-70218-20000. Due to the BCPA fund being consolidated into the General Fund the corrected coding is 10014125-70218-20000. The purpose of this contract is to engage persons and/or groups represented by: Big League Productions to perform entertainment services in the Bloomington Center for the Performing Arts. Note this is only a portion of the total budget. The cost of this service will be offset by revenue generated from ticket sales, grants, playbills, concessions, and corporate advertisement and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals and lodging. With the incorporation of the BCPA Fund into the General Fund in FY 2014, stakeholders may locate this item in the FY 2014 Budget book titled “Budget Overview and General Fund” on page #408.

Respectfully submitted for Council consideration.

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

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

Legal review by:

J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales

City Manager

Attachments: Attachment 1. Entertainment Contracts

Motion: _____

Seconded by: _____

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



FOR COUNCIL: September 23, 2013

SUBJECT: Contract for the Purchase of Electricity for U.S. Cellular Coliseum/Pepsi Ice Center Complex

RECOMMENDATION/MOTION: Entering into a two year (24 Month) contract with Ameren Energy Marketing Company (AEM) to supply full retail power for the U.S. Cellular Coliseum and Pepsi Ice Center Complex 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 1.e. Partnering with others for the most cost-effective service delivery. CIAM continues to look for ways and means to reduce expenses and save energy throughout the facility on a daily basis. Staff has reduced the power usage in the facility over the course of the past three years by over 30% by changing fixtures in the bowl, programming lights, changing switches to sensor on and off styles etc. throughout the facility. These changes have led to over \$150,000+ in energy savings over the past 36-48 months.

BACKGROUND: CIAM is coming to City Council for approval of this contract since it's over \$9,999. Staff has worked hard with Ameren Energy Marketing Company (AEM) to get a locked in rate (nonadjustable rate would be .04465 per KWh) that is currently lower than the rate we have with Integrys Energy Company (Rate .04899). Staff has put together a chart showing a 13 month historical Rates and Costs Difference (sheet attached). Power rates have been at a relatively low the past 12 months and the rates are starting to rise. Now is the time to lock them in take advantage of the savings it has to offer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: A minimum savings of \$15,000 per year per our comparison chart we have supplied. This savings was calculated by Mr. Butler, President of CIAM.

Respectfully submitted for Council consideration.

Prepared by: John Butler, President CIAM

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ameren Contract
Attachment 2. Comparable Data

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			



**AMEREN ENERGY MARKETING COMPANY ELECTRIC SERVICE AGREEMENT
EXHIBIT A
Issued: SEPTEMBER 5, 2013**

This offer is being presented to **US CELLULAR COLISEUM** ("Customer") by Ameren Energy Marketing Company ("AEM") and represents a price for the Customer's Full Requirement Retail Power ("Retail Power") needs, as measured and delivered on a firm basis, at the service location(s) in the Delivery Service Provider's ("DSP") service territory listed on the Account Information Sheet, and other stated terms and conditions. Upon acceptance, this offer will become Exhibit A of AEM's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. It is understood and agreed by AEM and Customer, to the extent there is any conflict in the interpretation or understanding of the provisions in Exhibit A with the Agreement, the terms and conditions of the Agreement supersede Exhibit A and are controlling, except in the event of a change in transmission charges or the RPS Charge, where in such instances the related terms and conditions in this offer are controlling with regard to the terms and conditions of Section 7 of the Agreement.

CUSTOMER NOTICE & CONTACT INFORMATION			
AEM		US CELLULAR COLISEUM ("CUSTOMER")	
All Notices & Inquiries Weekdays between 7:30 AM and 4:30 PM		All Notices & Invoices, unless noted otherwise below (Please do not use P. O. Boxes for the Notices Address)	
Attn:	Supervisor, Contract Administration	Attn:	BART ROGERS
Street:	1901 Chouteau Avenue MC 605	Street:	101 S MADISON STREET
City, ST & Zip	St. Louis, Missouri 63103	City, ST & Zip	BLOOMINGTON, IL 61701
Phone:		Phone:	309-434-2697
Fax:	(314) 613-9015	Fax:	
DUNS #:	15-791-2432	DUNS #:	
Federal Tax ID #:	37-1395583	Federal Tax ID #:	
Account Management		All Invoices should be mailed here, if different from above:	
Attn:	Customer Care	Customer:	
Street:	1500 Eastport Plaza Drive	Attention:	
City, ST & Zip	Collinsville, Illinois 62234	Street:	
Phone:	(888) 451-3911, Option 3	City, ST & Zip	
Fax:	(888) 354-9837	Phone:	
		Fax:	
		E-mail:	
Send ACH Payments To:		Send Mail Payments To:	
JP Morgan Chase Bank		Standard Mail:	
for Ameren Energy Marketing General		Ameren Energy Marketing	
ABA: 071000013		23532 Network Place	
Account: 771057304		Chicago, IL 60673-1235	
Preferred format is ACH-CTX.			
		Overnight Delivery:	
		JP Morgan Chase Bank	
		131 S. Dearborn St., 6 th Floor	
		Chicago, IL 60603	
		Attn: Lockbox 23532/Ameren Energy Marketing General	

THIS EXECUTABLE OFFER EXPIRES AT MIDNIGHT ON THURSDAY, SEPTEMBER 05, 2013!

TABLE 1: PRICING AND TERM INFORMATION					
Power Price (¢/ kWh)		MISO Charges (¢/ kWh)	RPS Charge (¢/ kWh)	Delivery Term Begins	Delivery Term Ends
On Peak	Off Peak				
3.760	3.760	0.596	0.113	October 2013	October 2015

Conditional Contingencies: This offer is contingent on completion of Conditional Contingencies as follows: Conditional Contingency 1) approval by the respective management of both Customer and AEM prior to the submission of the Direct Access Service Request ("DASR") for an on-cycle switch; Conditional Contingency 2) unless AEM and Customer have prequalified credit prior to execution, final credit approval by AEM within the lesser of thirty (30) days following Customer acceptance of this offer or the number of days prior to the deadline to submit a DASR to the DSP. AEM may timely require Customer to provide credit support as a conditional contingency, in which case AEM will make the request within five (5) days of Customer's execution of this Exhibit A. Any final determination regarding credit support shall be concluded within the time period set forth in Conditional Contingency 2. Credit support includes but is not limited to an executed letter of credit, parent guaranty, or other mutually acceptable form of credit support; and, Conditional Contingency 3) acceptance by the DSP of AEM's DASR(s) for all listed accounts

Term: Retail Power delivery will begin for each account with the first available meter reading date of the month noted under Delivery Term Begins in Table 1, or as soon as possible thereafter, and ends with the regularly scheduled meter reading date, for the month noted under Delivery Term Ends in Table 1, unless Customer and AEM mutually agree to extend the Term of this Agreement in writing. Regularly scheduled meter reading dates are defined by the DSP Bill Group. If it is not possible to begin deliveries on the regularly scheduled meter reading date due to the DSP switching rules, Customer may request that AEM perform an off-cycle switch. If Customer so elects, Customer will receive an off-cycle switching charge on Customer's delivery service invoice from the DSP.

Power Price: The Power Price is based upon Customer's historical or projected load data which is considered representative of the Service Location's Retail Power requirements for the proposed Term. The Power Price in Table 1 applies to all Retail Power covered under this Agreement. Power Price also includes charges for distribution energy losses, capacity, and energy, including scheduling and load forecasting associated with the delivery of the Retail Power. The Power Price in Table 1 does not include any charges by the DSP, which are the responsibility of Customer, including, but not limited to: charges for services under its applicable delivery service tariffs and riders, such as delivery service charges, facilities charges, taxes (either billed for by the DSP or customer self-assessed), environmental, public purpose program, or switching charges, as may be applicable from time to time.

Peak and Off-Peak pricing, if applicable, shall be applied for such periods as follows: 1) Peak Period means the hours from 6 A.M. until 10 P.M. Central Prevailing Time ("CPT"), Monday through Friday except New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or if one of the preceding holidays occurs on a Sunday, the Monday immediately following the holiday and 2) Off-Peak Period means all hours other than those included in the Peak Period.

Delivery Point: The Delivery Point(s) shall be the interconnection between the transmission and the DSP's distribution system(s). Title to and risk of loss related to the Retail Power purchased hereunder shall transfer from AEM to Customer at the Delivery Point(s). AEM warrants that it shall deliver to Customer at the Delivery Point(s) such Retail Power free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point(s).

Renewable Portfolio Standard ("RPS") Charge: Pursuant to the Illinois Public Utilities Act, all Illinois Alternative Retail Electric Suppliers ("ARES") are required to have renewable energy sources as a percentage of their supply portfolio, effective June 1, 2009. The RPS Charge, identified in Table 1, represents AEM's charge for compliance, and is applicable to all Retail Power supplied under this Agreement notwithstanding any other terms or limitations stated herein. If any rule, regulation, tariff, ordinance, statute, or law affecting the obligation pertaining to renewable energy resources of any kind or nature are amended or otherwise implemented by the applicable regulatory agency, during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, AEM will change the RPS Charge and add or reduce such charges incurred on Customer's behalf to comply with the change in effect during the corresponding period, as applicable.

Transmission: Customer acknowledges that AEM will incur charges on Customer's behalf to deliver Retail Power to the Delivery Point including, charges for MISO transmission and ancillary services and MISO energy market charges (collectively "MISO Charges"), all of which are based upon the current applicable MISO Transmission Energy Market Tariff ("TEMT") and MISO Business Practices Manuals, and all applicable costs associated with these charges are the responsibility of the Customer. Such charges are set forth in Table 1 and apply to all Retail Power covered under this Agreement. If the applicable TEMT, MISO Business Practices Manuals, successor transmission tariffs or business practices are amended or otherwise implemented during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, AEM will change the MISO Charges, and add or reduce such charges incurred on Customer's behalf to comply with the transmission tariffs and business practices in effect during the corresponding period, as applicable.



Changes in Consumption: Customer will provide AEM advanced notification of any planned shut-downs or known or anticipated changes to Customer’s operations that will have an impact on AEM’s ability to accurately forecast Customer’s load. AEM may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer’s load requirements as part of the terms of this Agreement.

Execution: Customer may provide AEM with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by AEM, and shall be deemed an original.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

- Check here if you are a local government entity, as defined by 50 ILCS 505/ Local Government Prompt Payment Act
- Check here if you wish to receive combined billing of your AEM charges and your local utility delivery service charges.

Choose only one:

- Check here to receive a summary (master) invoice with usage detail for individual accounts.
- Check here to receive individual invoices sent to Billing Address.
- Check here to receive individual invoices sent to Service Address.

Have you completed all the applicable fields on Page 1, Exhibit A and marked the applicable boxes above?

AMEREN ENERGY MARKETING COMPANY

**US CELLULAR COLISEUM
(SIGN HERE)**

By: _____
 Print Name: _____
 Title: _____
 Date: _____

After signing, please immediately fax or send via another form of electronic execution a signed original copy of this entire Agreement to (314) 613-9015 and to the attention of:

***Contract Administration
Ameren Services Company
1901 Chouteau Avenue, Mailcode 605
St. Louis, MO 63103***

We will return a fully-executed copy of the faxed document for your records.



LETTER OF AGENCY

Pursuant to the Electric Service Agreement between **US CELLULAR COLISEUM** (“Customer”) and Ameren Energy Marketing Company (“AEM”), dated September 5, 2013, and in accordance with Ameren’s delivery service Customer Terms and Conditions, Ill. C. C. No. 16 or 18 or 35, 1st Revised Sheet No. 3.011-3.012, Section B. Customer is granting this LETTER OF AGENCY (“LOA”) to AEM, with reference to the following:

Customer grants AEM exclusive authority to act on its behalf as its Agent to accomplish the supply, transmission, and related electric energy services, including but not limited to billing, scheduling, imbalance settlement, and managing electricity supply for its service location(s) noted below located within the DSP service territory and, unless otherwise agreed:

1. AEM shall provide electric energy supply to Customer at an electric energy price (“Power Price”) that does not include any costs for the DSP’s delivery or metering services, which shall be the responsibility of the Customer as specified in the aforementioned Agreement between Customer and AEM.
2. By its acceptance of this LOA, Customer authorizes AEM to receive historical and on-going usage data from the DSP.
3. All electric service associated with the specified accounts below shall be switched to AEM’s retail supply.
4. AEM shall not charge any Direct Access Service Request submission and switching fees associated with switching Customer to its retail supply.

The parties specifically acknowledge that a copy of the LOA may be provided to the DSP, along with a copy of the customer’s Notice Contact information, which includes mailing address and telephone contact information.

A copy of Customer’s Account Information Sheet, which is part of the Electric Service Agreement between AEM and Customer, is attached to this letter.

US CELLULAR COLISEUM
(SIGN HERE)

By: _____

Print Name: _____

Title: _____

Date: _____



**AMEREN ENERGY MARKETING COMPANY ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
US CELLULAR COLISEUM
AS OF 09/05/2013**

Delivery Service Provider	Utility Account #	Bill Group	Service Location
IDR	6284476009	18	101 S Madison Street Bloomington, IL 61701



AMEREN ENERGY MARKETING COMPANY ELECTRIC SERVICE AGREEMENT TERMS AND CONDITIONS

This Electric Service Agreement (“Agreement”) is between AEM and US CELLULAR COLISEUM and is dated and effective as of the date the Agreement is signed by Customer, for Retail Power (as defined in Exhibit A) provided to Customer at the service location(s) defined in Exhibit A. (Hereinafter AEM and Customer individually and collectively referred to as “Party” or “Parties”, respectively). It is agreed and understood by AEM and Customer, to the extent there is any conflict in the interpretation or understanding of the Agreement with the offer, Exhibit A, the terms and conditions of the Agreement supersede the provisions of the offer and are controlling.

AGREEMENT

1. ELECTRIC ENERGY SERVICES

AEM shall supply and deliver to Customer on a firm basis, and Customer shall exclusively purchase and receive from AEM all of the Full Requirement Retail Power associated with Customer's service location(s) (hereinafter “Retail Power”), pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Delivery Services Provider’s (“DSP”) distribution system (“Delivery Point”). The DSP will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the DSP's distribution system is subject to the terms and conditions of the DSP relating to delivery and metering. Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the DSP whether billed to AEM or Customer, and agrees to hold harmless and indemnify AEM from any liability, demand or payment for same. Customer shall receive the delivery service bill directly from the DSP and shall pay such bill according to the terms contained therein. Customer represents and warrants it is eligible to receive electric energy services from AEM and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

This Agreement shall be in effect for a term as noted in Exhibit A unless the Parties shall mutually agree to extend the Term of this Agreement in writing.

3. TAXES

Except for taxes on the gross income and property of AEM, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power services performed under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify AEM from any liability, demand or payment for same. It is understood that AEM is responsible for all taxes applicable prior to AEM's delivery to the Delivery Point, and AEM agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

4. CONFIDENTIALITY

Customer and Customer's agents and AEM and/or AEM's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other Party, except as required by law. Notwithstanding the foregoing, AEM and/or AEM's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At AEM's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

5. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

AEM warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims, to the Delivery Point. **THIS IS AEM'S ONLY WARRANTY CONCERNING THE RETAIL POWER SERVICES PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. AEM DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.**

6. FORCE MAJEURE

To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party for the period excused by Force Majeure.

"Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or AEM. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) AEM's ability to sell the Retail Power at a price greater than the price under this Agreement.

7. CHANGES IN LAW OR REGULATION

In the event that any change in or enactment of any rule, regulation, DSP's operating procedure, tariff, applicable transmission tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation pertaining to renewable energy resources of any kind or nature, of Retail Power to Customer (including but not limited to any administrative ruling, interpretation, or judicial decision) alters to the detriment or benefit of AEM its ability to deliver Retail Power at the pricing set forth in this Agreement, as determined in its sole discretion and judgment, AEM shall, except in the instances where the change or enactment relates to the pricing or charges associated with the transmission charge or RPS charge as provided for in Exhibit A, whereby those terms are controlling, 1) provide written notice to Customer of the change; 2) identify the change in pricing necessary to accommodate the impact of the change, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period.

8. ASSIGNMENT

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may 1) assign its rights and obligations under this Agreement to an affiliate without consent of the other Party, subject to the affiliate's satisfactory creditworthiness, or 2) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets, subject to the assignee's satisfactory creditworthiness; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurances as the non-transferring Party may reasonably request. Creditworthiness under this section is to be determined by the non-transferring Party.

9. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

10. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, as determined by AEM in a commercially reasonable manner, based upon, but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements (which, if available, shall be supplied by Customer upon the reasonable request of AEM), AEM may request adequate financial security from Customer in a form acceptable to AEM as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to AEM within ten (10) Business Days of a written request by AEM shall be considered an Event of Default under Section 12.

11. PAYMENTS/INVOICES

AEM shall render an invoice to Customer via facsimile or electronic mail ("e-mail") as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Should the DSP fail to provide the customer's usage information to AEM within five (5) Business Days after the published meter read date, AEM reserves the right to provide the Customer with an estimated bill, to be trued up in an invoice that follows receipt of the actual bill. Payments shall be received by AEM via an electronic method or check, deposited in the account specified on each invoice within twenty- one

(21) Calendar Days following the issue date of each facsimiled or e-mailed invoice, the “Due Date” unless Customer has elected to receive combined billing of Customer’s AEM charges and the DSP delivery service charges, in which case the “Due Date” shall be fourteen (14) Calendar Days as described above. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half (1-1/2) percent will be assessed each month on the unpaid balance (“Interest Rate”). If Customer, in good faith, disputes the correctness of any invoice rendered under this Agreement then Customer shall 1) provide written explanation of the basis of the dispute to AEM no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by AEM, it shall be paid to AEM within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid.

For purposes of this Agreement, Business Day shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and Calendar Day shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

If, however, Customer is a local government entity as defined by 50 ILCS 505/ Local Government Prompt Payment Act (the “Act”), then in such event the Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this Section remain the same and are in effect.

12. EVENTS OF DEFAULT

Definition: An “Event of Default” shall mean, with respect to a Defaulting Party, the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 11 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party’s obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive,) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 11 above) after written notice; (d) such Party 1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, 2) makes an assignment or any general arrangement for the benefit of creditors, 3) otherwise becomes bankrupt or insolvent (however evidenced), or 4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 10 of this Agreement; or: (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness/collateral requirement set forth in Section 10 of this Agreement.

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party (“the Non-Defaulting Party”) may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement, at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party (“the Defaulting Party”) shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus, the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or b) if AEM is the Defaulting Party, the net result of any unpaid invoices by Customer to AEM and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 5 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section “Market Price” shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

13. NOTICES

Except for Suspension or Early Termination Notices required under Section 12, all other notices to be provided under this Agreement may be sent by U.S. mail, personal delivery, fax, or orally in the case of an emergency (with a written

confirmation following any notice due to an emergency). All such notices shall be deemed given and received when transmitted by any of the above methods. However, all Suspension and Early Termination Notices must be given by certified mail return receipt requested or by overnight delivery and shall be effective only upon actual receipt of notice. Notices shall be sent in accordance to those identified on the attached Exhibit A.

14. FORWARD CONTRACT

The Parties agree this Agreement is construed and understood to be a “forward contract” as defined by the U.S. Bankruptcy Code.

15. GOVERNING LAW

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

16. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a request by either Party. If within fifteen (15) days after that meeting, the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association (“AAA”). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

Historical Rates and Cost Difference with Current Supplier

Month	Realized Rate per kWh	Rate Stated on Invoice	Difference in Rates in kWh	(\$)
May	0.04614	0.04346	0.00268	\$ 772.80
June	0.05743	0.05381	0.00362	\$ 1,440.58
July	0.05262	0.04940	0.00322	\$ 844.99
August	0.04455	0.04194	0.00261	\$ 707.63
September	0.04072	0.03819	0.00253	\$ 892.20
October	0.04544	0.04261	0.00283	\$ 1,095.63
November	0.04374	0.04101	0.00273	\$ 1,010.03
December	0.04404	0.04126	0.00278	\$ 1,090.94
January	0.04626	0.04332	0.00294	\$ 983.99
February	0.04816	0.04512	0.00304	\$ 952.17
March	0.05251	0.04926	0.00325	\$ 845.86
April	0.05824	0.05462	0.00362	\$ 1,121.39
May	0.05121	0.04799	0.00322	\$ 1,019.50
Total Amount Paid Above Stated Rate				\$ 12,777.70

Annual Cost with Current Supplier
\$ 13,305.31
\$ 22,855.14
\$ 13,808.57
\$ 12,082.63
\$ 14,359.54
\$ 17,593.61
\$ 16,181.97
\$ 17,283.38
\$ 15,481.71
\$ 15,084.09
\$ 13,667.71
\$ 18,041.75
\$ 16,215.44
TOTAL
\$ 205,960.85

Proposed Ameren Energy Marketing Fixed Rate (24 Months)

Month	Fixed Rate per kWh	Monthly Cost in Dollars*
May	0.04465	\$ 12,875.22
June	0.04465	\$ 17,768.46
July	0.04465	\$ 11,717.04
August	0.04465	\$ 12,105.54
September	0.04465	\$ 15,745.71
October	0.04465	\$ 17,286.14
November	0.04465	\$ 16,519.33
December	0.04465	\$ 17,521.68
January	0.04465	\$ 14,944.00
February	0.04465	\$ 13,985.00
March	0.04465	\$ 11,620.80
April	0.04465	\$ 13,831.52
May	0.04465	\$ 14,136.87
Estimated Total Annual Cost in (\$)*		\$ 190,057.32

Difference in AEM Est. Costs vs. Historical Costs
\$ 15,903.53

*(based on historical 12 month usage) as of 7/17/13



FOR COUNCIL: September 23, 2013

SUBJECT: Text Amendment to Chapter 40. Taxicabs, Prohibiting Alcoholic Liquor on Vehicles for Hire

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

STRATEGIC PLAN SIGNIFICANCE: Goal 6. Prosperous Downtown Bloomington. Objective a. More beautiful, clean, Downtown area.

BACKGROUND: In 2007 the City began to permit the operation of vehicles for hire as a means of evacuating the downtown area when bars and restaurants closed early on Friday, Saturday and Sunday mornings. Operators of taxicabs conceded that the numbers of persons needing transportation in the downtown areas at those times exceeded the capacity of the taxicabs to provide such service. The City Council permitted vehicles for hire as a means of reducing persons operating motor vehicles under the influence of alcohol.

Vehicles for hire have become a popular means of transportation on Thursday, Friday, and Saturday nights. They are not only transporting persons away from the downtown area, they are also bringing many persons *into* the downtown area on those nights. While this increases revenue to establishments with liquor licenses, it has also created its own set of problems, resulting in complaints of litter, noise, open alcohol on the streets, public urination and public intoxication, requiring greater police presence and increasing overtime costs to the City.

One simple suggestion to begin addressing the problems listed above is to prohibit the possession of alcohol on vehicles for hire. While this will not solve all of these problems, it may reduce the number of persons who arrive downtown with open alcohol in their possession, and may incrementally help drivers of vehicles for hire who are transporting disorderly persons. The ordinance requires signs to be prominently posted at the doors of the vehicles stating "It is unlawful to possess alcohol on this vehicle".

Section 11-502 of the Illinois Vehicle Code (625 ILCS 5/11-502) prohibits transportation of open alcohol in the passenger area of a motor vehicle, but contains exceptions for "passengers in a limousine when it is being used for purposes for which a limousine is ordinarily used, the passengers on a chartered bus when it is being used for purposes for which chartered buses are ordinarily used" and for motor homes or mini-motor homes. The state statute defines a limousine as "a motor vehicle of the first division with the passenger compartment enclosed by a partition or dividing window used in the for-hire transportation of passengers and operated by an individual in possession of a valid Illinois driver's license of the appropriate classification pursuant to Section 6-104 of this Code."

The main difference between the state statute and the proposed ordinance is that it prohibits transportation of alcoholic liquor on a vehicle for hire bus regardless of whether the alcoholic liquor is sealed or unsealed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Entertainment Task Force; Bloomington Normal Community Campus Committee, operators of taxicabs and vehicles for hire.

FINANCIAL IMPACT: Minimal.

Respectfully submitted for Council consideration.

Prepared by: J. Todd Greenburg, Corporation Counsel

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

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 NUMBER 2013-_____

AN ORDINANCE AMENDING CHAPTER 40 OF THE CITY CODE,
PROHIBITING ALCOHOLIC LIQUOR ON VEHICLES FOR HIRE

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

Section One: That Chapter 40 of the Bloomington City Code, 1960, as amended, is further amended by adding the following Section 1031:

SECTION 1031: ALCOHOLIC LIQUOR PROHIBITED ON VEHICLES FOR HIRE

(a). No person may possess alcoholic liquor, regardless of whether the container for such alcoholic liquor is sealed or open, on any vehicle for hire operating within the corporate limits of the City of Bloomington or the Town of Normal. Signs shall be prominently posted at the doors to all vehicles for hire, stating "It is unlawful to possess alcohol on this vehicle".

(b). No driver of a vehicle for hire shall permit a violation of subsection (a) of this Section.

SECTION TWO: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION THREE: That this ordinance shall take effect ten days after the date of its publication.

SECTION FOUR: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution.

ADOPTED this ___ day of September, 2013.

APPROVED this _____ day of September, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: September 23, 2013

SUBJECT: Text Amendment to Chapter 2. Administration, Relating to Electronic Voting at City Council Meetings

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

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

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

BACKGROUND: Electronic voting is useful in City Council meetings and anywhere a number of persons may be voting on various issues. This type of voting system allows everyone to vote in privacy and once everyone has voted, the results are provided on a large wall display.

Chapter 2, Section 18(d) currently provides that “the separate yes and no votes of each Council member shall be taken by roll call upon the consideration of all ordinances, and all propositions to create any liability against the City, or for the expenditure or appropriation of its money, and in all other cases at the request of any member, which shall be entered on the journal of its proceedings.”

This amendment would allow Council member votes to be taken electronically, and if electronic voting is unavailable, by roll call.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Assistant Corporation Counsel

Reviewed by: Scott Sprouls, Director, Information Services

Recommended by:

David A. Hales
City Manager

Attachment: Attachment 1. Ordinance

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			

AN ORDINANCE AMENDING CHAPTER 2 OF THE BLOOMINGTON CITY CODE
RELATING TO THE RULES OF CONDUCT FOR CITY COUNCIL MEETINGS

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

SECTION 1. That the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 2: Section 18: Rules for Conduct of Meetings.

The following rules shall govern the Council in its deliberations:

- (a) The Mayor, while present, shall preside as Chairperson at all meetings of the City Council. In the Mayor's absence from the meeting, the Mayor Pro Tem shall serve as the Chairperson, or if the Mayor Pro Tem is also absent, the Council members present shall designate by vote another Council member to serve as Chairperson. The meetings of the City Council shall be called to order and conducted by the Chairperson.
- (b) A majority of the members of the Council shall constitute a quorum to do business.
- (c) The Chairperson's powers include, but are not limited to, the following:
 - (1) To rule motions in or out of order. In doing so, he or she may consult with legal counsel who shall serve as the parliamentarian.
 - (2) To regulate the course of the meeting in accordance with these rules and applicable laws and ordinances. This includes the responsibility to regulate speakers and attendees.
 - (3) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground.
 - (4) To entertain and answer questions of parliamentary law or procedure. In doing so, he or she may consult with legal counsel who shall serve as parliamentarian.
 - (5) To call a brief recess at any time.
 - (6) To adjourn in an emergency.
- (d) The separate yes, ~~and~~ no, and abstain votes of each Council member shall be taken electronically, and if electronic voting is unavailable, by roll call upon the consideration of all ordinances, and all propositions to create any liability against the City, or for the expenditure or appropriation of its money, and in all other cases at the request of any member, which shall be entered on the journal of its proceedings. The concurrence of a majority of the members elected to the Council shall be necessary to the passage of any such ordinance or proposition except where otherwise provided by law or by ordinance.
- (e) Questions of parliamentary law at the meetings of the Council shall be addressed as provided below. To the extent not provided for in these rules, and to the extent it does not

conflict with Illinois law, City ordinances, or with the spirit of these rules, the Council shall refer to Robert's Rules of Order Newly Revised, to answer unresolved procedural questions.

(1) Substantive Motion. A substantive motion may deal with any subject within the Council's legal powers, duties and responsibilities. A substantive motion is out of order while another substantive motion is pending.

(2) Procedural Motion. The following enumeration of procedural motions are in order. Unless otherwise noted each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending. The following is an exhaustive list; if a procedural motion is not on the list, then it is not available. In order of priority, if applicable, the procedural motions are:

(i) Motion to Appeal a Procedural Ruling of the Chairperson. A decision of the Chairperson ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the Council. This appeal is in order immediately after such decision is announced and at no other time. The Council member making the motion need not be recognized by the Chairperson and the motion, if timely made, may not be ruled out of order. If the appeal is seconded, the Council member making the appeal may briefly explain the ruling, but there shall be no debate on the appeal, and no other Council member shall participate in the discussion. The Chairperson shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote "Aye," the ruling of the Chair is sustained; otherwise, it is overruled.

(ii) Motion to Adjourn. This motion may be made only at the conclusion of action on a pending substantive matter; it may not interrupt deliberation of a pending matter. This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. A motion to adjourn shall always be in order, except: 1) when a Council member is in possession of the floor; 2) when the Council members are voting; 3) when adjournment was the last preceding motion; and 4) when it has been decided that the previous question shall be taken.

(iii) Motion to Recess. Council members may propose a brief recess during its proceedings. This motion, if passed, requires the Council to immediately take a recess. Normally, the Chairperson determines the length of the recess, which may range from a few minutes to an hour.

(iv) Motion to Call to Follow the Agenda. This motion, if passed, requires the Council to conform to its agenda or order of business. This motion must be made at the first reasonable opportunity (when the item of business that deviates from the agenda is proposed) or the right to make it is waived for the out-of-order item in question.

(v) Motion to Suspend Rules. This motion, if passed, allows the body to suspend its own rules of order, conduct or procedure for a particular purpose. The motion should specifically state the portion of the rules that are being suspended. This motion requires a two-thirds vote. This motion must be specific and state the reason for suspending the rules.

(vi) Motion to Go into Closed Session (Executive Session). The Council may go into closed session only for one or more of the permissible purposes listed under Section 2 of the Illinois Open Meetings Act (5 ILCS 120/1). The motion to go into closed session shall cite one or more of these purposes and shall be adopted at an open meeting.

- (vii) Motion to Leave Closed Session (Executive Session). This motion provides a procedural mechanism for returning from closed session to an open meeting.
- (viii) Motion to Divide a Complex Motion (Question) and Consider it by Paragraph. This motion is in order whenever a Council member wishes to consider and vote on subparts of a complex motion separately.
- (ix) Motion to Defer Consideration (Table). The Council may defer a substantive motion for later consideration at an unspecified time. A substantive motion, the consideration of which has been deferred, expires one-hundred (100) days thereafter unless a motion to revive consideration is adopted. If consideration of a motion has been deferred, a new motion with the same effect cannot be introduced while the deferred motion remains pending. A Council member who wishes to revisit the matter during that time must take action to revive consideration of the original motion, or else move to suspend the rules.
- (x) Motion to Move the Previous Question (Limit Debate). This motion may be made at any time after a substantive motion is made. If made before twenty (20) minutes of debate and the opportunity of each Council member to make both an initial comment and a rebuttal comment as provided under Section 18.2(e) of this Chapter, the motion requires a two-thirds vote. If made after at least twenty (20) minutes of debate and after the opportunity of each Council member to make both an initial comment and a rebuttal comment as provided under Section 18.2(e) of this Chapter, the motion requires a majority vote.
- (xi) Motion to Postpone to a Certain Time or Day. This motion allows the Council to postpone consideration of an item to a specified day. If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A Council member who wishes to revisit the matter must either wait until the specified time, or move to suspend the rules.
- (xii) Motion to Amend. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a motion to amend. A motion maybe amended, and that amendment may be amended, but no further amendments may be made until the last offered amendment is disposed of by a vote.
- (xiii) Motion to Revive Consideration. The Council may vote to revive consideration of any substantive motion earlier deferred by adoption of a motion to defer consideration (table). The motion is in order at any time within one-hundred (100) days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires one-hundred (100) days after the deferral unless a motion to revive consideration is adopted.
- (xiv) Motion to Reconsider. The Council may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority) and 1) at the meeting during which the original vote was taken, including any continuation of that meeting through recess or adjournment to a time and place certain, or 2) at the next regularly scheduled Council meeting following the meeting during which the original vote was taken. The motion cannot interrupt deliberation on a pending matter but is in order at any time before final adjournment of the meeting.

(xv) Motion to Rescind or Repeal. The Council may vote to rescind actions it has previously taken or to repeal items that it has previously adopted. This motion is used at a later meeting and has the purpose of canceling the action the Council took at a previous meeting. This motion can be made by any Council member, no matter how he or she voted on the original motion. The motion requires a majority vote if a Council member provides notice to the Council, prior to the meeting, that the motion will be made, or a two-thirds vote if such notice is not provided.

(xvi) Motion to Prevent Reintroduction for Six (6) Months. This motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires, for adoption, a two-thirds vote. If adopted, the restriction imposed by the motion remains in effect for six (6) months.

These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, so long as the amendment is consistent with generally accepted principles of parliamentary procedure.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective ten (10) days after the date of its publication.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this _____ day of September, 2013.

APPROVED this _____ day of September, 2013.

APPROVED:

Terri Renner, Mayor

ATTEST:

Tracey Covert, City Clerk



FOR COUNCIL: September 23, 2013

SUBJECT: Text Amendments to Chapter 10, 15 and 34 Combining Several Boards and Commissions into a Single Board called the “Building Board of Review” and Related Changes to HVAC Contractor Licensing Process

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

STRATEGIC PLAN SIGNIFICANCE: Goal 1. Objective d. - Delivering City Services in the most cost-effective, efficient manner.

BACKGROUND: Over the past several years the Planning and Code Enforcement (PACE) Department has seen the need for several of our boards and commissions diminish. This reduced need has resulted in very few board and commission meetings. In some cases, boards have not met in excess of two years. In addition, we’ve created a new board (Property Maintenance Review) for property maintenance and rental program reviews and appeals. Besides the reduced need for these boards, we are finding it increasingly difficult to maintain active membership, resulting in several vacant seats on most of our boards and commissions. Primarily the result of attrition, these vacancies can result in split decisions and cancelled or postponed meetings for lack of a quorum.

With these issues in mind, Staff has promoted the idea of combining similar boards and commissions in ways that would reduce the number of boards and commissions from eight (8) to four (4), thereby, reducing the number of necessary board members by 17. While the Planning Commission and the Property Maintenance Review Boards will remain in their current configurations, the remaining boards and commissions are being combined and organized as follows:

Zoning Board of Appeals – As part of this endeavor, the duties of the Sign Code Board of Appeals have already been combined with the Zoning Board of Appeals (December, 2012). Sign code cases are now part of the Zoning Board of Appeals’ case load. Since signs and their regulations are very much tied to the City’s Zoning Ordinance, this was a natural fit.

Building Board of Appeals – Under the current proposal, the Electrical Commission, Mechanical, Plumbing and Construction Boards will be combined into a single board (Building Board of Appeals) covering all the construction disciplines. Since these boards have meet infrequently; combined we don’t anticipate meeting more than once per month. The Town of Normal recently created a board of this type for virtually the same reasons cited here and it seems to be working well.

The new building board will consist of 9 members. However, to maintain the expertise needed to facilitate some cases, the four disciplines covered (electrical, plumbing, building and HVAC) would have two (2) experts from each of the fields joined by a ninth member “at large”. For a case particular to a specific discipline, the two “expert” members plus any additional members needed for a quorum would be mandatory to hold a hearing. Meetings would be at the call of the chairman.

An additional related change being proposed is how we license HVAC contractors. Currently, contractor licensing in the City is accomplished as follows:

- | | |
|------------------------|---|
| Building Contractors | <ul style="list-style-type: none">• No license required.• Annual registration and liability insurance required by the City of Bloomington. |
| Electrical Contractors | <ul style="list-style-type: none">• Standardized Test by the International Code Council's (ICC) National Contractor/Trades Examination.• Proof of adequate training and background verified by the City.• Annual registration and liability insurance verified by the City. |
| Plumbing Contractors | <ul style="list-style-type: none">• Licensed and qualified by the State of Illinois.• Annual registration with City of Bloomington. |
| HVAC Contractors | <ul style="list-style-type: none">• Testing by the City of Bloomington.• Proof of adequate training and back ground by the City.• Annual registration and liability insurance verified by the City. |

Staff's intent is to move the HVAC contractor testing to the ICC National Contractor/Trades Examination process. This moves the actual testing to an independent third party and provides for testing created under a psychometric process; assuring fair, accurate testing and procedures.

Included as part of these various changes are code modifications, while not changing the essence the codes are providing clarification of meaning and intent. Examples include recognizing LLC's, removing redundant language and providing consistency throughout the various codes.

ALDERMANIC COMMITTEE BACKGROUND: This proposal was presented to the Administration and Finance Committee on June 3, 2013 where it received an endorsement to move forward to the full City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff published a notice of a public hearing regarding this issue in the Pantagraph as well as sending out individual notices to all affected board members. In addition additional notices were sent to the local Homebuilders Association and Board of Realtors. The public meeting was held on August 22, 2013 with three (3) members of the public in attendance.

FINANCIAL IMPACT: The actual financial impact will in time savings by city staff. No longer will there be a need for management of multiple boards and commissions or have as many people involved.

Respectfully submitted for Council consideration,

Prepared by: Mark R. Huber, Director of PACE

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

Legal review by: George Boyle, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

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 BLOOMINGTON
CITY CODE CHAPTERS 10, 15 AND 34

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

SECTION 1. That Bloomington City Code Chapter 10, Article II, Section 23 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Section 23: BUILDING BOARD OF APPEALS.

(1) There is hereby created a Building Board of Appeals consisting of nine members. The members of the Board shall be individuals who are qualified by experience and training to decide upon matters pertaining to building construction and shall have the specific qualifications of each discipline set forth in this Section. Three members shall represent general construction, and two members each shall represent the disciplines of mechanical construction, electrical construction and plumbing.

(a) General Construction: A general construction representative must be a licensed architect, licensed structural engineer, an individual having a minimum of a Master's degree in construction technology or related field, or an individual having a minimum of five years of experience in general construction.

(b) Mechanical Construction: A mechanical construction representative must be a licensed mechanical engineer or a licensed HVAC contractor with a minimum of five years of experience in HVAC installation and maintenance.

(c) Electrical Construction: An electrical construction representative must be a licensed electrical engineer or a licensed electrical contractor with a minimum of five years of experience in electrical installation and maintenance.

(d) Plumbing Construction: A plumbing construction representative must be a licensed plumber with a minimum of five years of experience in plumbing or an individual with a minimum of a Bachelor's Degree in environmental science.

(2) The Mayor, with the consent of the City Council, shall make appointments to the Building Board of Appeals. The initial board shall consist of representatives appointed for staggered terms, with three representatives each appointed to serve a two, three, or four-year term. Thereafter, members shall be appointed for terms of four years and shall serve until their successors are appointed and duly qualified. The Board shall designate one of its members to serve as Chairperson. The Chairperson shall serve a one year term and may be reappointed. The Director of Planning and Code Enforcement or his designee shall serve as an advisor to the Board and may act as its Secretary. Vacancies among Board members shall be filled for the unexpired term in the same manner as original appointments.

(3) The Building Board of Appeals shall have the following functions:

(a) To hear and decide all appeals from rulings or determinations made by the Director of Planning and Code Enforcement or department staff pursuant to this

Chapter, Chapter 15, (the Electrical Code), or Chapter 34, (the Plumbing Code). In any appeal pertaining to general, mechanical, electrical or plumbing construction, at least one board member representing the discipline at issue must attend and participate in the appeal hearing and deliberations, unless such participation would be prohibited by law. In the event a board member from the discipline at issue is unavailable, the appeal shall be continued in an expeditious manner to a date upon which a representative from the discipline at issue and quorum of the board can be present.

- (b) To hear appeals related to applications for HVAC and electrical contractor licenses. In any such appeal, at least one board member representing electrical construction must attend and participate in the appeal hearing and deliberations.
 - (c) To conduct hearings on revocation or suspension of licenses, or the levying of fines against licensees.
 - (d) To serve as the "Board of Appeals" as that term is used in the various International construction codes adopted by the City of Bloomington. All appeals of decisions and determinations made under the International Property Maintenance Code or Chapter 45 of this Code shall be heard and reviewed by the Property Maintenance Board of Review as provided in that Chapter.
 - (e) To examine and review background, general practical knowledge, prerequisites and qualifications required to sit for the practical examinations for electricians and mechanical contractors as required in this Chapter and Chapter 15 of this Code.
 - (f) To recommend to the City Council reasonable rules and regulations governing the issuance of permits by the Director of Planning and Code Enforcement under this Chapter.
 - (g) To recommend to the City Council reasonable fees to be paid for the inspections performed by personnel of the Planning and Code Enforcement Department of the City of Bloomington under this Chapter.
 - (h) To perform such other duties as may be given or assigned by the City Council.
 - (i) The Building Board of Appeals, in concurrence with the Director of Planning and Code Enforcement, shall have the authority to provide for experimental programs or pilot studies, including studies which would allow for the installation of materials or methods which are otherwise prohibited by City of Bloomington ordinance. In determining whether to approve such studies or pilot programs, the Building Board shall consider the health and safety of the residents of the City of Bloomington, the likely future use of the product or method sought to be used, and the expected benefit of the intended material or method. Any program or study approved shall be limited in duration and scope such that a reasonable assessment can be made of the material or method. The Director of Planning and Code Enforcement shall report regularly to the Building Board of Appeals on the effectiveness of such material or method approved for a pilot program or study.
- (4) Quorum. Five members of the Board shall constitute a quorum. All decisions

shall require an affirmative vote of a simple majority of the Board members present. No member of the Board shall consider or vote on any question in which he, or any corporation, limited liability company, or other legal entity in which he is a shareholder, is financially interested to an extent greater than other persons, firms or corporations performing or in business to perform comparable work.

(5) Meetings and Records. Meetings of the Board shall be held bi-annually, or at the call of the Chairperson or such other times as the Board may determine. All hearings before the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member on every question. If a member is absent or fails to vote, the minutes shall so indicate. The Board shall also keep records of its other official actions. Such minutes and such records shall be public records.

(6) Appeal Procedure.

(a) Application for Appeal. Any application for appeal shall be made within ten days from the date of the decision appealed from, by filing with the Director of Planning and Code Enforcement a Notice of Appeal specifying the grounds for the appeal. The Director of Planning and Code Enforcement shall transmit to the Board of Appeals the Notice of Appeal and all papers or documents on which the matter appealed from was based.

(b) Any petition for a variance/interpretation from the Building Board of Appeals shall be filed with the Planning and Code Enforcement Department, accompanied by a fee of One Hundred Fifty Dollars, payable to the City of Bloomington. Each additional petition in a multiple petition shall be charged a fee of Thirty Dollars.

(c) Decision of the Board of Appeals. The Board of Appeals shall in every case reach a decision without unreasonable or unnecessary delay. Every decision of the Board shall be in writing and shall promptly be filed in the office of the Director of Planning and Code Enforcement and served either by personal delivery or regular mail on the party initiating the appeal.

(d) If a decision of the Board of Appeals reverses or modifies a decision of the Director of Planning and Code Enforcement, the Director of Planning and Code Enforcement shall take action immediately in accordance with such decision. The decision of the Board shall be final, subject only to judicial review.

(7) Rules and Regulations. The Board may establish rules and regulations for its own procedure not inconsistent with the provisions of this Chapter.

SECTION 2. That Bloomington City Code Chapter 10, Article IV shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

[Appendix B B101.2 : Membership of Board. \(Ordinance No. 2003-54\)](#)

The Board of Appeals shall consist of seven (7) members appointed by the chief appointing authority of the jurisdiction; one (1) member to be appointed for seven (7) years, one (1) for six (6) years, one (1) for five (5) years, one (1) for four (4) years, one (1) for three (3) years, one (1) for two (2) years, and one (1) for one (1) year and thereafter each new member to serve for seven (7) years or until his successor has been appointed. (Ordinance No. 1998-51)

[Appendix B B101.2.2 : Qualifications.](#)

Each member of the board of appeals shall be a licensed professional engineer or architect, or a building or superintendent of building construction, with at least ten (10) years experience, for five (5) years of which he shall have been in responsible charge of work; however, one of the members may be a lawyer. At no time shall there be more than two (2) members of Board selected from the same profession or business. (Ordinance No. 2003-54)

[Appendix B B101.3.3 : Quorum. \(Ordinance No. 2003-54\)](#)

Four (4) members of the Board shall constitute a quorum for the purpose of doing business. (Ordinance No. 1993-79)

[Appendix B B101.4 : Action of Board. \(Ordinance No. 2003-54\)](#)

The Board shall affirm, modify or reverse the decision of the Code Official/Building Official by a concurring vote of four (4) members. (Ordinance No. 1993-79)
Mechanical

[Section 109.1.2 : Fee for Appeals.](#)

Any petition for an appeal/variance/interpretation from the Mechanical Board of Appeals shall be filed with the City Clerk, accompanied by a fee of One Hundred Fifty Dollars (\$150.00) payable to the City of Bloomington. For multiple variances/interpretations, a Twenty five Dollar (\$25.00) fee shall be charged for each extra petition. (Ordinance No. 2011-58)

Any application for a variance/interpretation to this Code proposed by the City Council, Zoning Board of Appeals, Construction Board of Appeals, Building Code Review Board, Plumbing Board, HVAC Board, Electrical Commission, City staff or Regional Planning Commission staff shall be exempted from the requirements of this Section. (Ordinance No. 2003-54)

[Section 109.2 : Mechanical Board of Appeals – Creation.](#)

There is hereby created a Mechanical Board of Appeals which consists of the following seven (7) members: (Ordinance No. 2003-54)

(a) — The Director of Planning and Code Enforcement and Fire Chief or their designees shall be ex officio members with voting privileges only on matters regarding issuance of new certificates and licenses as hereinafter provided. (Ordinance No. 1993-79)

(b) — Five (5) members appointed by the Mayor and City Clerk; one (1) member to be appointed for five (5) years, one (1) for four (4) years, one (1) for three (3) years, one (1) for two (2) years, and one (1) to serve one (1) year; and thereafter each new member to serve for five (5) years or until his successor has been appointed. (Ordinance No. 1998-51)

[Section 109.2.1 : Qualifications of Board Members. \(Ordinance No. 2003-54\)](#)

Each member shall be an Illinois registered professional engineer or a HVAC contractor or supervisor of HVAC installations with at least ten (10) years experience and five (5) years experience involving direct charge and responsibility of HVAC work. One of the members at all

times must be a registered professional engineer not engaged in the contracting business; however, one of the members may be a lawyer. (Ordinance No. 1981-104)

Section 109.2.1.1 : Powers and Duties.

~~(a) The Board shall have jurisdiction over all persons desiring to engage in the business or practice of contracting, installing replacing, altering or repair work in the City covered by the International Mechanical Code or International Fuel Gas Code. It shall have the authority to and shall examine all persons applying for a license for such business or practice, to determine their fitness and qualifications for conducting the trade, calling, or business related to work covered by the International Mechanical Code or International Fuel Gas Code and to issue a Certificate of Registration to all such persons who shall have passed a satisfactory examination before such Board, under criteria and procedures set up by it and approved by the Director of Planning and Code Enforcement. (Ordinance No. 2003-54)~~

~~(b) The Mechanical Board of Appeals is authorized to enact rules of procedure governing its proceedings consistent with this Code. (Ordinance No. 1981-104)~~

Section M-130.0: Licensing of Contractors.

Section M-130.1: License Required.

It shall be illegal for any person to do work pertaining to any heating, cooling, ventilating, refrigeration systems, or gas piping systems without being a licensed mechanical contractor and only as permitted by license according to the following classifications:

Class "A" License: Enables holder to work on Warm Air Systems.

Class "B" License: Enables holder to do work on Steam and/or Hot Water Boiler Systems.

Class "C" License: Enables holder to do work on Cooling and/or Ventilating Systems.

Class "D" License: Enables holder to do work on Refrigeration Systems.

A building-occupant of a single-family residence can install or do mechanical work in his own house, including accessories of the same, without a license, but is subject to all other provisions of this Code.

To qualify as a builder-occupant, the single-family residence to be worked on must be resided in by the builder-occupant for a period of at least one (1) year from the date of an occupancy certificate is issued and/or a final inspection is completed ~~made~~.

Section M130.2: License Required.

(a) Except as provided in subsection (b) below, every person who shall desire to practice the business of Contractor shall first obtain a license to do so as provided by this Chapter.

(b) All manufacturing and commercial establishments ~~which~~ that have a qualified maintenance staff to do the mechanical work must secure a premises-only license to do mechanical work on their own premises. The application must be filed by the authorized representative of such manufacturing or commercial establishment, and the license must be in the company, the firm, limited liability company or corporation's name. No bond is required in

connection with such premises-only license. Permits must be taken out on all installations and major repairs, and inspection of the same requested upon completion.

Section M-130.3: Examination Prerequisite to Issuance.

Every applicant for any license required by this Mechanical Code must pass the N29 National Standard Master Mechanical exam as administered by the International Code Council ~~an examination to be given by the Mechanical Board of Appeals in his particular class or field of work, calling or business~~ prior to the issuance of such license.

(a) Application for Examination. Application for examination shall be in accordance with the procedures set forth by the International Code Council. ~~in any of the classes or fields as a Contractor shall be made to the Secretary of the Board upon forms which may be obtained from the Secretary. The application shall state the class or field of contracting in which the applicant is engaged; that he, or the partnership of which he is a member, or a corporation of which he is an officer or representative, is a party directly interested in the license; if a nonresident, the address of his place of business; and if the application is for a license to be issued in the name of a partnership or corporation, the correct name thereof, the location of its principal office, and the length of time such partnership or corporation has been in existence.~~

(b) Applicant's Qualifications. An applicant for a license as a contractor as defined in this Mechanical Code shall be at least twenty-one (21) years of age and shall have had at least four (4) years' practical experience in the field or class in which a license is desired, or shall have satisfactorily completed a course in the subject for which the license is sought given by a recognized school, plus one (1) year practical experience in the same, or shall be a registered professional engineer.

~~(c) — Scope and Nature of Examination—~~

~~(1) — The examination shall be such as to test the fitness and qualifications of the applicant for the license. The Board shall prepare and conduct separate examinations for each class in accordance with the requirements of the Building Code, Mechanical Code and other related Codes of the City, and the applicant shall be given the examination for the class for which he applies. (Ordinance No. 1993-79)—~~

~~(2) — Each applicant shall be examined by oral and written tests as to his fitness to be granted a Contractor's License with a passing grade of 75%. (Ordinance No. 2007-27)~~

~~(3) — The oral and written tests shall be made with reference to knowledge of the Building Code and the Mechanical Code and related Codes of the City of Bloomington. (Ordinance No. 1993-79)~~

~~(4) — The practical test shall test the applicant's practical knowledge of all phases and matters pertaining to the class for which the applicant desires a license and shall be supported by evidence of work done in the class or field—~~

~~(5) — If the applicant should fail the examination, there shall be a ninety (90) day waiting period before retaking the examination. (Ordinance No. 1981-104)~~

Section M-130.4: Bonds, Examination, Insurance and License Fees.

(a) Bond Required of Applicant.

- (1) Any person applying for a new or renewed license required by this Mechanical Code shall execute and deliver to the City Clerk a bond in the penal sum of Two Thousand Dollars (\$2,000.00) payable to the City or a continuation certificate for the same. Such bond shall be made for the use and benefit of the owner of, or any party in interest in the property where the Licensee furnishes any material furnished in violation of the requirements of any law of the State or Code of the City governing such work. The Secretary of the Board shall report to the Board as to the existence and sufficiency of such bond. The bond will be used to correct or complete a project in accordance to the laws and Codes of the City when the contractor fails or is unable to do the same upon written notice from the City.
- (2) The requirements of subsection (1) above shall not preclude the Building Official from requiring, at his discretion, additional bond commensurate with the size of a project if he deems it necessary.

~~(b) Examination and License Fees. Each applicant before taking the examination for a license required by this Mechanical Code shall pay to the Director of Finance the sum of Seventy-five Dollars (\$75.00) as a fee for the examination and shall file the Mechanical Board of Appeals. If the applicant is found, upon such examination, to be qualified, and upon the execution of the bond required by subsection (a) of this Section, a certificate of liability insurance required by subsection (f) of this Section and the payment by the applicant of an additional sum of Seventy-five Dollars (\$75.00) as the licensee fee for the year, the Board and the City Clerk shall grant a license to such person for the remainder of the calendar year after the date of the granting of such license. In case of application for a license for more than one field or class, the examination fee shall be paid for each field in which a license is sought, but only one license shall be required for the combined license. (Ordinance No. 2011-58)~~

~~(e)~~ (b) Renewals; Expiration of License. Any person holding a valid license as a Mechanical Contractor from the City of Bloomington on the effective date of this Ordinance shall have the right, without further examination, to obtain a License from the ~~Mechanical~~ Building Board of Appeals and a license each year thereafter from the City Clerk upon the payment to the City Clerk ~~Director of Finance~~ of a license fee, certificate of liability insurance, and the execution of a bond as required by this Chapter.

The license fee for an annual renewal of a license shall be Seventy-five Dollars (\$75.00). All licenses and renewals of the same shall expire on the 31st day of December of each year, and a renewal shall be obtained on or before January 31st of the following year.

Any license forfeited for nonpayment of the renewal fee may be reinstated upon the payment of the annual renewal fee, plus Twenty-five Dollars (\$25.00) for each month, or portion of a month that such delinquency has continued; provided, however, that after the same has been delinquent and not in force on March 1st of any year, then the same shall be null and void and shall not be renewed.

~~(d)~~ (c) Licenses for Partnerships Limited Liability Companies, and Corporations. No partnership, limited liability company, or corporation shall practice or engage in the business of a Contractor, unless a member of the partnership, or an officer or duly authorized representative

of such corporation shall ~~obtain~~ apply for a license to be issued to him in behalf of and for the benefit of such partnership, limited liability company, or corporation, which shall be so named in such license, the license shall be issued only if such member of such firm, or officer or representative of such corporation, is personally qualified and complies with all of the provisions of this Chapter.

~~(e)~~ (d) Reciprocal Provisions. Any person, firm, limited liability company, or corporation who is registered or licensed for the current year in any jurisdiction ~~city or village in the State of Illinois~~ where the requirements of registration or license were at the date of such registration or license substantially equal to the requirements in force in this City and such jurisdiction ~~city or village~~ extends a similar privilege to the persons registered and licensed under this Mechanical Code, they shall not be required to take an examination, but shall pay a registration fee of Seventy-five Dollars (\$75.00) as provided in this Chapter, to engage in mechanical contracting for such year in this City, and shall file a copy of his registration or license with the Secretary of the Mechanical Building Board of Appeals.

~~(f)~~ (e) Liability Insurance Required of Applicant. A satisfactory certificate of liability insurance against any form of liability to a minimum of One Hundred Thousand Dollars (\$100,000.00) for property damage and Three Hundred Thousand Dollars (\$300,000.00) for personal injury. The insurance shall be maintained in full force and effect during the term of the registration and said insurance or certificate provide that the City be notified of any cancellation of the insurance ten (10) days prior to the date of cancellation.

[Section M-130.5: License Suspension, Revocation and/or Monetary Penalty.](#)

(a) Following a hearing as set forth in Section 23 of this Chapter, the Board may suspend, revoke, or fine a licensee for any of the following reasons: Grounds for License Suspension or Revocation and/or a Monetary Penalty. It shall be illegal for any person to do or, when required by any law, rule or regulation to fail directly or indirectly to do any of the following acts and a licensee's license issued under this Chapter can be suspended by the Mechanical Board of Appeals for up to one (1) year or revoked and/or as hereafter provided, a monetary penalty can be assessed against a licensee by the said Board on any one or more of the following grounds:

- (1) Failure to obtain a permit as required under this Chapter or any other provision of the Bloomington City Code, State or Federal law.
- (2) Taking out or obtaining a permit required by this Chapter for work to be done by another person, firm or other legal entity not employed or otherwise under the supervision and control of the permittee.
- ~~(1) Unintentionally and intentionally taking out or obtaining a permit required by this Chapter or any other law, rule or regulation for any work to be done, worked on, and/or completed to any extent by the licensee (see (c) below), for the owner and/or other person having an interest in the property where the work is or was to be done;~~
- ~~(2) Taking out or obtaining a permit required by this Chapter for work to be done by any person not connected with such license nor in the employ of such licensee or allowing his name to be used by any other person for the purpose either of doing any such work or obtaining a permit therefor;~~

- (3) Abandonment without reasonable ~~cause~~ ~~ground~~ of any project or operation engaged in or undertaken by the licensee as a contractor as defined in this Chapter;
- (4) Conviction of fraud in the furnishing of mechanical work;
- (5) ~~Willful and~~ Deliberate disregard of the Mechanical Code, the safety or the labor laws of the State or any subdivision thereof;
- (6) The refusal to correct work which has been installed improperly when directed to do so by the Director of Planning and Code Enforcement or the Director's designee Mechanical Official;
- (7) ~~Repeated and obvious lack of ability to do mechanical work; failure to properly perform mechanical work; or report any heating, cooling, ventilating and/or refrigeration installation to the Planning and Code Enforcement Department within forty-eight (48) hours after completion; and~~
- (8) Failure to pay any fine when due owed to the City of Bloomington assessed by the Mechanical Building Board of Appeals, McLean County Circuit Court or other administrative or judicial authority. against any license.

(b) The ~~Mechanical Building~~ Board of Appeals may fine a licensee not less than ~~Twenty-five Dollars (\$25.00)~~ Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) for doing any prohibited act or failing to do any required or specified act referred to herein. A separate offense shall be deemed committed for each day during or on which a violation occurs or continues. Each fine shall be paid on or before the payment date set by the Board of Appeals, court or administrative agency and, if an order does not specify a payment date, each fine shall be due and payable in full on or before the fourteenth day following the date the order is entered by the Board, court or agency. Each such fine shall be paid to the City of Bloomington on or before payment date specified in any order of the Board and if an order does not specify a payment date, each fine shall be due and payable in full on or before the fourteenth day following the date on which the order is issued by the Mechanical Board of Appeals. In the event any fine is not so paid, it shall be a debt to the City of Bloomington which shall be collectible in the small claims court or in any other court in which debts to the City may be sued for and collected.

(c) The term "licensee" and/or "person" shall mean any person, partnership, limited liability company, corporation or other legal entity as the context of applying the facts of a particular case to these provisions indicates is proper. Every act or omission of any nature constituting a violation of any of the provisions of this act by, for or on behalf of any licensee or any director, manager, agent, or employee of any licensee shall be deemed ~~and held~~ to be the act of such licensee, and shall be punishable in the same manner as if such acts or omissions had been done, or not done by ~~him~~ the licensee personally.

[Section 109.1.1 : Fee for Appeals.](#)

~~Any petition for a appeal/variance/interpretation from the Mechanical Board of Appeals shall be filed with the City Clerk, accompanied by a fee of One Hundred Fifty Dollars (\$150.00) payable~~

to the City of Bloomington. For multiple variances/interpretations, a Twenty-five Dollar (\$25.00) fee shall be charged for each extra petition. (Ordinance No. 2011-58)

Any application for a variance/interpretation to this Code proposed by the City Council, Zoning Board of Appeals, Construction Board of Appeals, Building Code Review Board, Plumbing Board, HVAC Board, Electrical Commission, City staff or Regional Planning Commission staff shall be exempted from the requirements of this Section. (Ordinance No. 2003-54)

Section 109.2 : Board of Appeals

Appeals shall be made to the Mechanical Board of Appeals as prescribed in Article VII, Sections 109.2 of this Code. All references to the "Mechanical Board of Appeals", "Board of Appeals", "Board" or similar reference shall be considered as references to the Heating, Ventilating and Air Conditioning Board. (Ordinance No. 2003-54)

Section 109.2.1 : Qualifications:

Delete section 109.2.1 (Ordinance No. 2003-54)

SECTION 3. That Bloomington City Code Chapter 15, Articles I and II shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Article I : Electrical Commission

Section 1 : Creation; Composition; Appointment and Term; Compensation:

There is hereby created a commission which shall be known as the Electrical Commission of the City and which shall consist of six members. The chief Electrical Inspector shall be a member and ex officio chairman of such commission. Of the other five members, one shall be an electrical contractor, one a journeyman electrician, one a representative of an inspection bureau maintained by the fire underwriters (or, if no such representative resides in the City, then the Chief of the Fire Department,) one a representative of an electrical supply company and one shall be a registered professional engineer. Such members shall be appointed for one year by the Mayor, by and with the advice and consent of the City Council.

Section 2 : Jurisdiction:

The Commission shall have jurisdiction over the following:

- (a) — To make recommendations for safe and practical regulations for the installation, alteration, and use of electrical systems and equipment to be acted upon by the Council.
- (b) — To make recommendations for reasonable modifications to improve or update the Code.
- (c) — To conduct administrative public hearings and decide fully initiated appeals from any administrative order, requirement, decision or determination made by the Director of Planning and Code Enforcement or Electrical Inspector in the enforcement of this Code. (Ordinance No. 1992-144)
- (d) — To conduct administrative public hearings and grant or deny requests for variation on the provisions of the Code.

~~(e) — To administer the examinations for electrical contractors licensing and approve or deny the granting of a license as warranted.~~

~~(f) — To conduct administrative public hearings for the suspension or revocation of a granted license. (Ordinance No. 1990-23)~~

Article II: Electrical Contractors.

Section 3: Definitions.

Electrical Contractor. The term "Electrical Contractor" as used in this Chapter means any person, firm, limited liability company or corporation engaged in the business of installing or altering by contract electrical equipment and apparatus for utilization of electricity supplied for light, heat, or power, not including radio apparatus or equipment for wireless reception of sounds and signals and not including apparatus, conductors, and other equipment installed for or by public utilities including common carriers, which are under the jurisdiction of the Illinois Commerce Commission, for use in their operation as public utilities but the term "Electrical Contractor" does not include employees employed by such contractor to do or supervise such work.

Section 4: Electrical Contractor - Required to Be Licensed - License Fee.

All electrical work in the City shall be done by a licensed electrical contractor or his employees except as otherwise provided in this Chapter. Before any person, firm, limited liability company or corporation shall engage in the business of electrical contracting in the City, ~~and before any person, firm or corporation now engaged in said business or any class thereof shall continue in said business of electrical contracting in the City, such person, firm, or corporation~~ said entity shall be required to have a license and pay a license fee of ~~Fifty Dollars (\$50.00)~~ Seventy-five Dollars (\$75.00) yearly, which license issued thereunder shall expire on the 31st day of December of the year in which it was issued. The City Clerk shall keep a suitable record of all registrations.

Nothing in this Code shall prevent a builder-occupant of a single-family residence from installing or doing electrical work in such residence, including accessories, without an Electrical Contractor license; however, a builder-occupant is subject to all other provisions of this Code.

To qualify as an owner-occupant, the single-family residence to be worked on must be resided in by the owner-occupant for a period of at least one (1) year from the date an occupancy certificate is issued or final inspection is completed.

Section 5: Application for Certificate of License – Examination – Issuance of License.

(a) Any person, firm, limited liability company or corporation desiring to engage in the business of electrical contracting shall apply for a license to the ~~Electrical Inspector, ex-officio chairman of the Electrical Commission~~ Planning and Code Enforcement Department, stating the name and place of business of the applicant and the name of the representative of the applicant who will act as supervisor of the work to be done under the license. Such applicant application shall be at least eighteen years of age, ~~accompanied by~~ shall supply a satisfactory affidavit that the applicant has had at least four years of experience being employed full-time as an Electrician or Electrician Helper, installing and altering electrical wiring and apparatus for a

licensed electrical contractor, with at least two of those years of experience just prior to the time of application.

~~(b) — Before a license shall be issued, the applicant or his or its representative shall, following reasonable advance notice, present himself for examination and appear before the Electrical Commission at a time and place set by them and pay a review fee of Fifty Dollars (\$50.00). Said Commission shall examine such applicant as to his practical knowledge of the installation and alteration of electrical equipment and his knowledge of the rules and regulations for the installation of electrical wiring devices and equipment as set forth in the Code of the City and in the then current edition of the National Electrical Code, as published by the National Fire Protection Association.~~

~~(e)~~ (b) Each applicant for a license under this Section ~~Division~~ must pass an examination prior to the issuance of such license. Candidates for the Electrical Contractor License must pass the “Standard Master Electrician” examination administered by the International Code Council or its designated testing agent. In the event any applicant fails to pass the said examination ~~International Code Council’s National Contractor Trades Examination~~, he shall not present himself for reexamination before six (6) months shall elapse from the date of his last examination.

~~(d)~~ (c) Any ~~firm~~, person, firm, limited liability company or corporation who shall have filed the proper application, paid the Fifty Dollar (\$50.00) fee, passed the examination referred to in subsection (b) and placed on file with the City Clerk a certificate of liability insurance in an amount not less than \$300,000 aggregate bodily injury, \$100,000 aggregate property damage, shall be entitled to receive a license to do electrical work and to engage in the business of electrical contracting in the City.

~~(e)~~ (d) A license issued under this Section can be suspended or revoked by the ~~Electrical Commission Building Board of Appeals, only, and the ground for such action must be the refusal of any contractor to correct work which he has installed improperly when directed to do so by the Electrical Inspector; or repeated and obvious lack of ability or desire to perform his work properly; for repeated failure to perform work properly or for refusal to correct work that has~~ been installed improperly when directed to do so by the Electrical Inspector.

(f) The Building Board of Appeals ~~Electrical Commission~~ may issue a limited license to a person, firm, limited liability company or corporation licensed as a heating contractor in the City of Bloomington. The Certificate would permit the holder to do branch circuit electrical power wiring to new heating or cooling equipment being installed in existing residential buildings. The work to be performed under this limited certificate shall include not more than the actual branch circuitry required to serve or connect four ton or less of air conditioning or five horse power of air conditioning and heating combined, or 7,000 watts of air conditioning and heating combined. This certificate shall not permit the installation of wiring for electric heating equipment which uses electricity as the primary source of fuel, and/or heat through the use of resistance type elements or other electricity-to-heat-converter systems. The examination for this license shall be the “Standard Maintenance Electrician” examination administered by the International Code Council or its designated testing agent. The ~~review~~ application fee shall be Fifty Dollars (\$50.00). The annual renewal fee shall be Fifty Dollars (\$50.00).

[Section 6: Same - Expiration; Renewals.](#)

No person, firm, limited liability company or corporation granted a license under provisions of this division shall install, repair or perform any wiring after the expiration of the license or after the license ~~has~~ shall have been suspended or revoked by the ~~Electrical Commission~~ Building Board of Appeals, as herein provided. ~~When a license shall have expired in the year issued, a renewal shall be taken out before any further permits will be issued by the Electrical Inspector.~~ Any person having secured an Electrical Contractor's license under the conditions above set forth shall be granted a renewal of such license, provided application is made to the Electrical Inspector by the holder of such license and upon payment of ~~Fifty Dollars (\$50.00)~~ Seventy-five Dollars (\$75.00) with such renewal request.

All licenses ~~renewals of the same~~ shall expire on the 31st day of December of each year, and a renewal shall be obtained on or before January 31st of the following year.

Any licenses forfeited for nonpayment of the renewal fee may be reinstated upon the payment of the annual renewal fee, plus Twenty-five Dollars (\$25.00) ~~Fifteen Dollars (\$15.00)~~ for each month, or portion of a month that such delinquency has continued; provided, however, that after the same has been delinquent and not in force on March 1st of the following year, then the same shall be null and void and shall not be renewed.

A license will be automatically put in an inactive status after a period of twelve (12) months consecutive inactivity and except as herein provided, the Building Board of Appeals ~~Electrical Commission~~ is permitted to reissue the holder's license without reexamination. The Electrical Contractor's license inactive status can remain with payment of the annual renewal fee of ~~Fifty Dollars (\$50.00)~~ Seventy-five Dollars (\$75.00). The twelve (12) month period will start at the end of the year during which the contractor was last active in Bloomington.

Such inactive license may be reinstated ~~with review by the Electrical Commission~~ if the contractor ~~can~~ furnishes satisfactory evidence ~~that of~~ that of his qualifications meet the standards for issuance of a license, ~~and if the person who originally took the examination is to be in charge of the work to be performed. The contractor must furnish evidence of his qualifications in writing to the Electrical Inspector for the consideration of the Electrical Commission. Such reinstatement must include~~ and places on file with the City Clerk, a current certificate of liability insurance in an amount not less than \$300,000 aggregate bodily injury, \$100,000 aggregate property damage. ~~before being entitled to receive a license to do electrical work and to engage in the business of electrical contracting in the City.~~

[Section 7.1: Reciprocal Provisions.](#)

Any person, firm, limited liability company or corporation who is licensed for the current year in any jurisdiction city, town or village in the State of Illinois where the requirements of licensing are ~~were at the date of such license~~ substantially equal to the requirements in force in this City, and such jurisdiction city, town or village extends a similar privilege to the persons licensed under this Electrical Code, ~~they~~ shall not be required to take an examination, but shall pay an annual registration fee of ~~Fifty Dollars (\$50.00)~~ Seventy-five Dollars (\$75.00) as provided in this Chapter. Such reciprocal registration must include and place on file with the City Clerk a current certificate of liability insurance in an amount not less than \$300,000 aggregate bodily injury, \$100,000 aggregate property damage, to engage in electrical contracting for such year in this City, and shall file a current copy of his license with the Electrical Inspector.

SECTION 4. That Bloomington City Code Chapter 34, Articles II and VIII shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE II
(Ordinance No. 2005-73)

SEC. 5 CONTRACTOR ADMINISTRATION PERMIT FEE REQUIRED.

Every plumbing contractor engaging in the business of plumbing in the City shall cause his name, residence and place of business to be recorded with the City Clerk of the City. The City Clerk shall keep a record of such business. An annual administration ~~permit~~ fee shall be required of any person, firm, limited liability company or corporation engaging in the business of plumbing contractor in the City. Said annual business shall be issued only upon submission of a copy of the applicant's current Illinois State plumbers contractor registration, and payment of the required fee of Seventy five Dollars (\$75.00) ~~Fifty Dollars (\$50.00)~~, approval by the Plumbing Inspector. Contractors shall obtain the business license on or before January 1 of each year. Should a contractor not obtain the business license by February 1, an additional Twenty-five Dollars (\$25.00) will be required.

SEC. 7 BUSINESS LICENSE REVOCATION.

A business license issued under this Article can be suspended or revoked by the ~~Plumbing Building~~ Board of Appeals, and the cause ~~grounds~~ for such action shall be one of the following:

- (1) the refusal of any contractor to correct work he has installed improperly when directed to do so by the Plumbing Inspector;
- (2) repeated failure ~~and obvious lack of ability or desire~~ to perform his work properly;
- (3) failure to have a licensed plumber in his employ at all times as required by the Illinois State Plumbing Code;
- (4) repeated violation of doing work prior to obtaining the required permit.

Article VIII: Board of Appeals.

Section 122: Appeals.

Appeals relating to this Chapter will be heard by the Building Board of Appeals as provided in Chapter 10, Section 23 of this Code.

~~Section 122 : Plumbing Board of Appeals Established; Composition; Appointment of Members; Terms; Vacancies; Chairman; Secretary.~~

~~There is hereby established a Plumbing Board of Appeals consisting of five (5) members, who shall be appointed by the Mayor with the consent of the City Council. The Board shall be composed at all times of two (2) plumbing contractors, one (1) journeyman, one (1) consulting engineer, and one (1) representative of the Department of Health. The Mayor shall appoint one (1) member of the Board of Appeals for a term of one (1) year, one (1) member for a term of two~~

~~(2) years, one (1) member for a term of three (3) years, one (1) member for a term of four (4) years, and one (1) member for a term of five (5) years. Upon the expiration of the terms of office of a member of the Board, his successor shall be appointed for a term of five (5) years. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. The Mayor shall designate one (1) of the members to serve as chairman. The Director of Planning & Code Enforcement or his/her designee shall be an ex-officio member of the Board and shall act as secretary of the Board. (Ordinance No. 1994-60)~~

~~Section 123 : Meetings.~~

~~The Board shall convene as needed to discuss Board reappointments and entertain questions concerned parties have about Chapter 34. It shall meet at other times as may be needed to fulfill its duties. (Ordinance No. 2005-73)~~

~~Section 124 : Fee for Appeals.~~

~~Any petition for a variance/interpretation for the Plumbing Board of Appeals shall be filed with the City Clerk, accompanied by a fee of One Hundred Twenty five Dollars (\$125.00) payable to the City of Bloomington. Any additional variance associated with the property at the time of the original variance will be an extra Twenty five Dollars (\$25.00) each. Any application for a variance/interpretation to this Code proposed by the City Council, Zoning Board of Appeals, Construction Board of Appeals, Building Code Review Board, Plumbing Board, HVAC Board, Electrical Commission, City staff, or Regional Planning Commission staff shall be exempted from the requirements of this Section. (Ordinance No. 1998-52)~~

~~Section 125 : Hearings.~~

~~The Board of Appeals shall hear all appeals from rulings of the administrative authority and shall assist the administrative authority in interpreting the Illinois State Plumbing Code. (Ordinance No. 2005-73)~~

~~Section 126 : Notice; Decision.~~

~~An appeal may be taken within thirty (30) days from the date of the decision appealed from by filing with the Director of Inspections and with the Board of Appeals a notice of appeal specifying the grounds thereof. The Director of Inspections shall forthwith transmit to the Board of Appeals all the papers upon which the action appealed from was taken. All decisions shall require an affirmative vote of three (3) members of the Board. (Ordinance No. 2005-73)~~

SECTION 5. That except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 6. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. 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 8. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 23rd day of September, 2013.

APPROVED this _____ day of September, 2013.

APPROVED:

TARI RENNER
Mayor

ATTEST:

TRACEY COVERT
City Clerk



FOR COUNCIL: September 23, 2013

SUBJECT: Petition from FOB Development, Inc., Requesting Approval of a Final Plat for the Empire Business Park Subdivision, Fifth (5th) Addition, commonly located on Magory Dr., east of Cornelius, and north of Empire

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to the Petitioner supplying a surety for any uncompleted public improvements and paying the required tap-on fees, prior to recording of the plat.

STRATEGIC PLAN SIGNIFICANCE: Goal 4.a. – Well-planned City with necessary services and infrastructure.

BACKGROUND: This subdivision is located south of Golden Eagle South Subdivision, west of Airport Park Subdivision, north of Empire Street (IL Route 9), and east of Airport Road. The parcel is located near the corner of Cornelius Drive and Magory Drive and east of the new McDonalds and the Advocate BroMenn Medical Office Building. The Final Plat is in conformance with the Third Revised Preliminary Plan approved on August 12, 2013. Public sidewalks will be provided along both sides of Magory Drive and at a later date along Empire Street per the approved Preliminary Plan. A professional office building is planned for the new lot.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: FOB Development, Farnsworth Group

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

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, Finance Director

Recommended by:

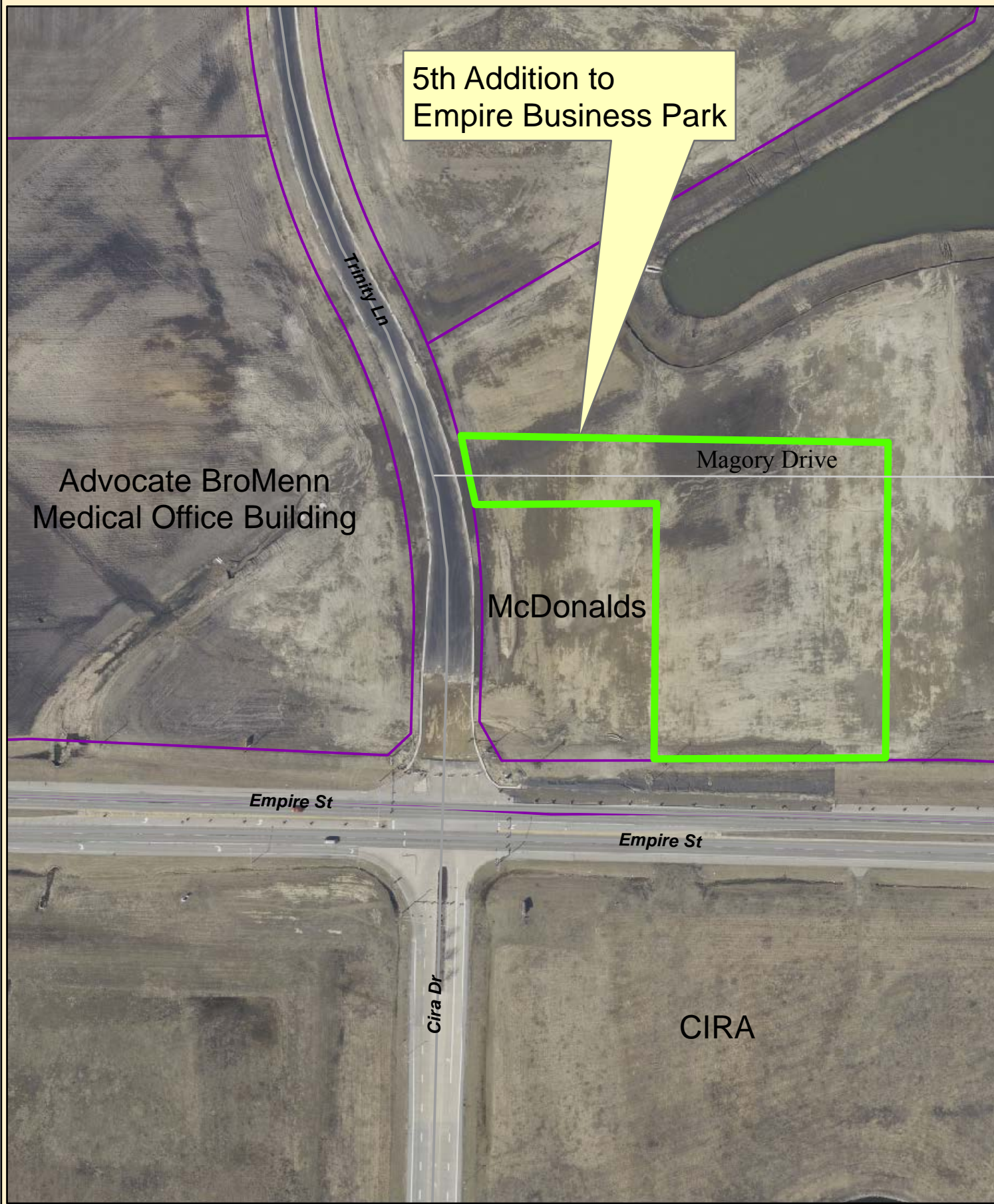
David A. Hales
City Manager

Attachments: Attachment 1. Maps

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			

Empire Business Park 5th Addition - Final Plat



5th Addition to
Empire Business Park

Advocate BroMenn
Medical Office Building

McDonalds

Magory Drive

Empire St

Empire St

Cira Dr

CIRA

EMPIRE BUSINESS PARK FIFTH ADDITION

PT. OF S.W. 1/4 SEC. 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS

Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax
www.f-w.com

ISSUE: # Date: Description:

SURVEYOR'S DECLARATION

The following described property has been surveyed and platted under my direction:

Outlot 4 in Empire Business Park Second Addition in the City of Bloomington, Illinois, according to the plat thereof recorded May 14, 2012 as Document No. 2012-11782 in the McLean County Recorder's Office and a part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of said Empire Business Park Second Addition in the North Right-of-Way of F.A.P. Route 693 (IL Route 9) per plans recorded as Document No. 95-5258 in said Recorder's Office; thence east 314.76 feet along said North Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence north 360.62 feet along a line which forms an angle to the right of 90°-00'-00" with said North Line; thence west 531.01 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the East Line of Trinity Lane as dedicated in Empire Business Park in the City of Bloomington, Illinois, according to the plat thereof recorded January 17, 2007 as Document No. 2007-1452. In said Recorder's Office; thence southerly 10.13 feet along a line being the arc of a curve concave to the west with a radius of 945.00 feet and the center of said curve being 265.4821 feet from the East Line of said Empire Business Park Second Addition; thence easterly 216.26 feet along the North Line of said Empire Business Park Second Addition which forms an angle to the right of 99°-11'-38" with the last described chord to the Point of Beginning. Said property contains 2.939 acres, more or less.

This property has been subdivided into 1 lot, numbered 8, the street and easements as shown. Said Subdivision is to be known as "Empire Business Park Fifth Addition" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510 E Community No. 170490, dated July 16, 2008.

Witness my hand and seal this 8th day of August, 2013.



FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704

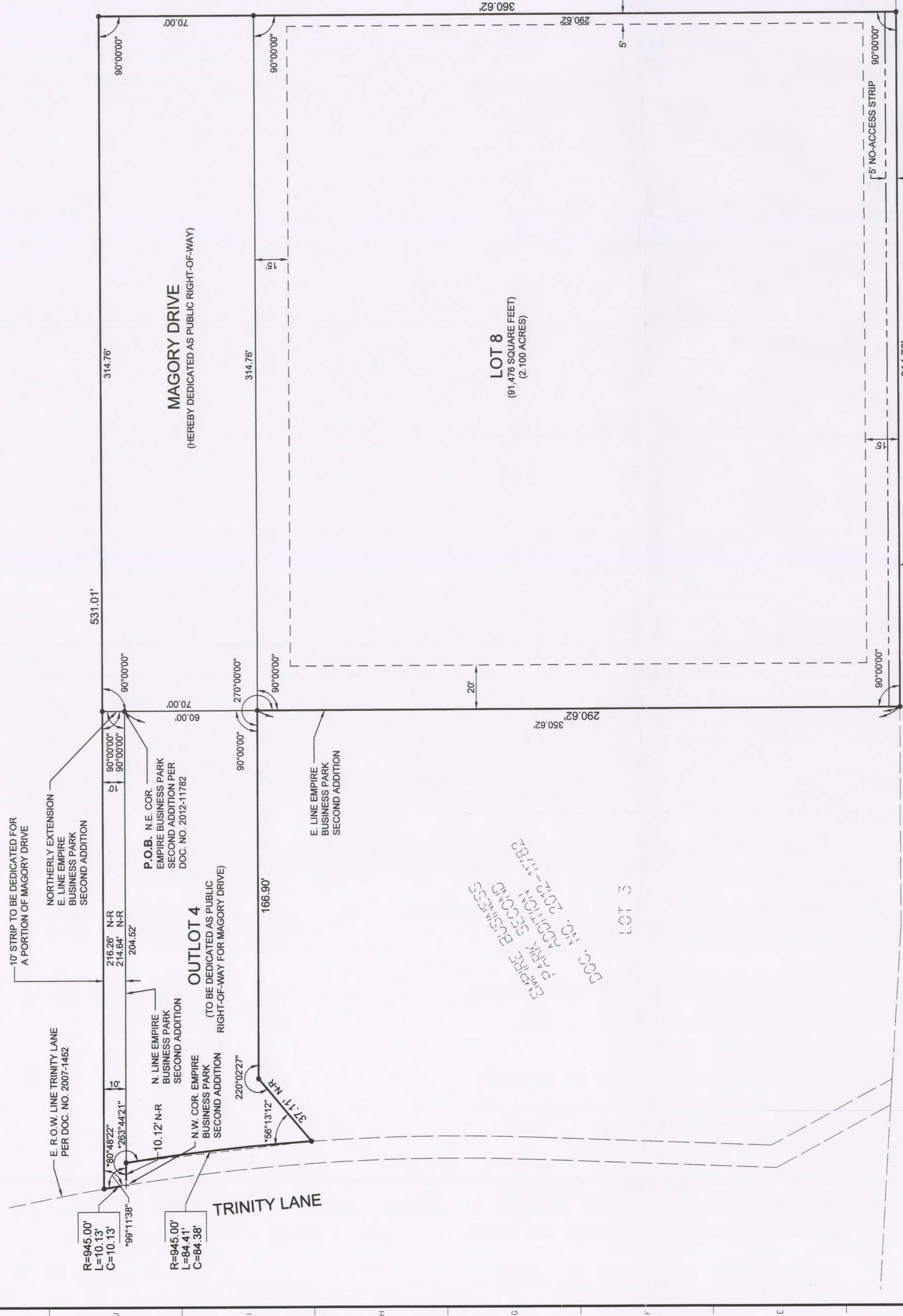
By: *Brent A. Bazan*
Brent A. Bazan
Professional Land Surveyor No. 3715

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

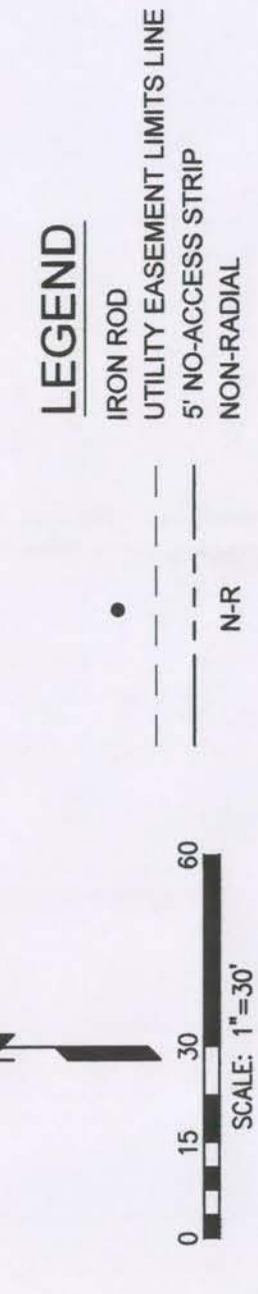
DATE: 8-8-13
EXP. DATE: 11-30-2014
DESIGN FROM REVISION NO. 104-011659

Notes:

- Outlot 4 as created in Empire Business Park Second Addition, Document No. 2012-11782, is to be dedicated as Public Right-of-Way for Magory Drive by virtue of this plat.
- Part of PIN 15-31-300-016 and PIN 15-31-353-002.



F.A.P. ROUTE 693 (IL RTE. 9/EMPIRE STREET)



CITY ENGINEER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, City Engineer for the City of Bloomington, hereby certify that the improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this ____ day of _____, 2013.

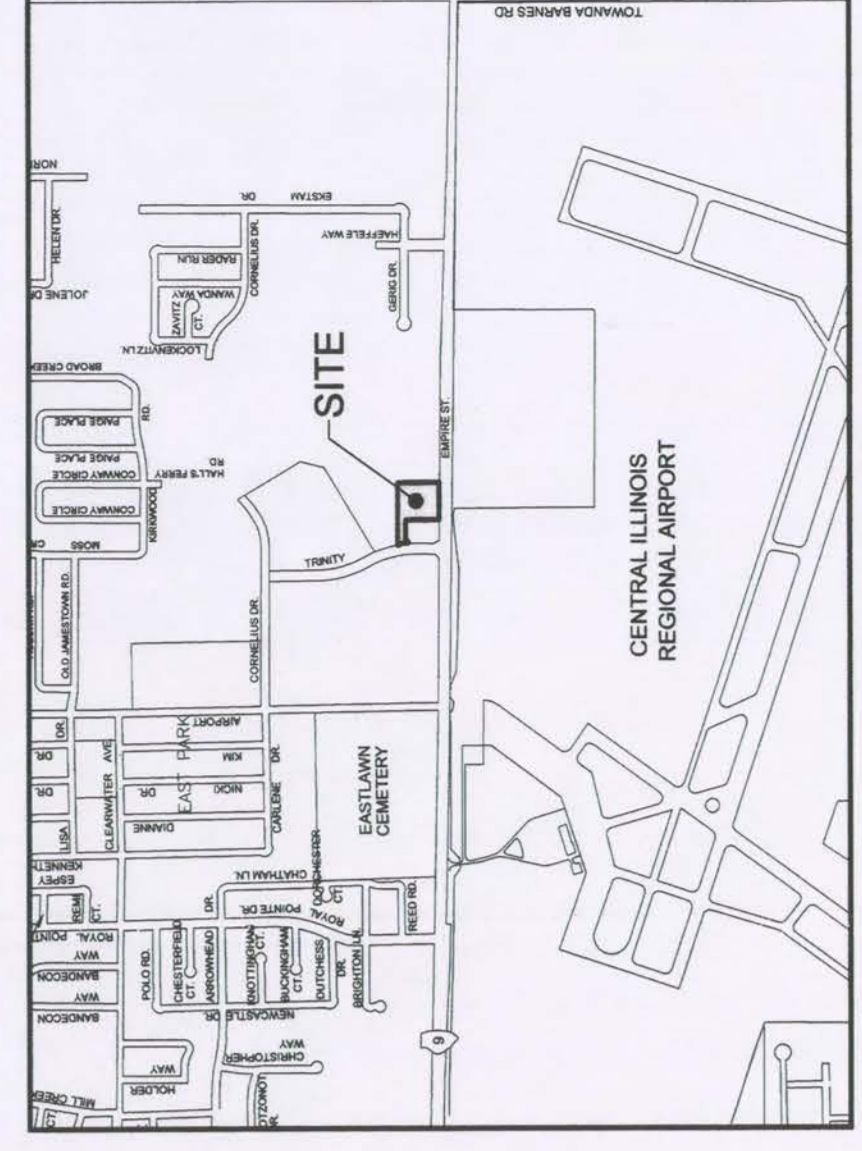
City Engineer
Bloomington, Illinois

CITY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Empire Business Park Fifth Addition", presented, passed and approved at a regular meeting of said City Council, held on the ____ Day of _____, 2013, by an affirmative vote of the majority of all members of said council, the vote having been taken by years and rays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this ____ day of _____, 2013.

City Clerk



Location Map
Not to Scale

Part of PIN 15-31-300-016

S.W. 1/4 SEC. 31, T.24N., R.3E., 3P.M.

File No.: 24-8865



FOR COUNCIL: September 23, 2013

SUBJECT: Presentation by Mike Nugent on Worker's Compensation, Property, Casualty and Liability Insurance Stewardship Reports

RECOMMENDATION: That the Presentation be made.

STRATEGIC PLAN SIGNIFICANCE: Goal 1. Financially Sound City Providing Quality Basic Services. Budget with adequate resources to support defined services and level of services.

BACKGROUND: Mike Nugent, Nugent Consultant Services, LLC. serves as the City's Insurance Consultant for Worker's Compensation and Property & Casualty Insurance.

Mr. Nugent contract requires him to make a yearly presentation to the Council regarding the city's Worker's Compensation and Property & Casualty Insurance costs, types of claims, trends and projections. Mr. Nugent's presentation will also include claims data analysis as well as;

- Worker's Compensation Frequency Analysis; Claims Severity; Body Parts, Large Claim Listings and Summary by City Departments
- Nurse Triage Analysis that will tie into claims severity and frequency
- Property and Casualty Analysis including Claims Severity; Claims Frequency and Summary by City Departments
- Five year claim history
- Worker's Compensations Issues/Reforms
- Safety Coordination

Staff is pleased to submit to you the 2012-2013 Claims Stewardship Reports.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: Not Applicable-Presentation only

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

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

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Reports



NUGENT CONSULTING GROUP
INSURANCE AND RISK MANAGEMENT CONSULTING

September 12, 2013

Ms. Barb Adkins
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Re: Stewardship Reports

Dear Barb:

Attached to this letter are the annual Stewardship reports prepared by the City's third party claims administrator, Alternative Service Concepts (ASC). I'd like to use these reports and this letter to discuss the state of the workers compensation environment in Illinois and remind the City Council of the successful tools we have introduced to combat what growing costs of providing the workers compensation benefit.

The State Legislature passed workers compensation "reform" several years ago. The key components of the changes in the WC law were:

1. Reduction in the medical fee schedule by 30%. Illinois was the second most expensive State behind California for work related medical procedures. After the 30% reduction the State's position did not change. In other words, we needed a much larger fee schedule reduction.
2. Ability to direct medical care via establishment of a Preferred Provider Panel (PPP). The rules make it likely that most employees would opt out of the panel. The use of Nurse Triage service has actually improved results with our preferred medical providers with out the need to create a PPP.

Reform has had no impact on workers compensation costs in Illinois.

Property / Liability Program Results

1. The City is partially self-insured to various amounts on its property and liability coverage. Table 1 shows claims activity over the past 5 years. 12 /13 year was up from 11/12 but still well under the average number of claims (295 versus 330+)
2. Auto frequency (Table 2) has increased over the past year, as has the actual incurred loss amounts (Table 10). These figures are still within “normal range”. It is expected that the addition of the PMA Safety Consultant will have positive impact on this and other loss areas.
3. General Liability frequency (Table 3) has increased slightly but still in the low range, as had the cost of those claims (Table 11).
4. Property frequency (Table 4) has increased slightly but still in the low range, as had the cost of those claims (Table 12).
5. Law Enforcement Liability frequency (Table 5) has is flat and still in the low range, as is the cost of those claims (Table 13).
6. Public Officials errors and omissions has remained claim free (Tables 6 & 14)
7. Overall claims costs (Table 9) increased slightly but remain in the favorable – low range.

Workers Compensation

1. Table 1 shows a spike in frequency of claims from the 10/11 policy period. This is a little misleading as the implementation of the Nurse triage service drew in more claims, which is actually a positive development.
2. The actual costs of those claims (Table 8) has deteriorated significantly primarily do to 11 claims in the 12/13 policy year exceeding \$75,000 each. This is unusual activity for the City. 10 of the 11 large claims were from the Fire Department (see Table 9 for the cost of those claims). Also the attached illustration provides a summary of those claims.
3. Parks, Recreation and Cultural Arts have also seen a spike up in both frequency of claims (Table 3) and cost of those claims (Table 10).
4. It should be noted that the Police Department claims results are fantastic, and well below what I see in smaller Police Departments.
5. Tables 15-18 identify sprains and strains to backs, knees and shoulders as the leading cost drivers in all departments. This is consistent with the City’s historic results and consistent with municipal experience across the State.

Page 3
Ms. Barb Adkins
September 12, 2013

6. Lag time has improved across the board as a result of the use of Nurse Triage. Results in all departments would be higher cost without this service.

With the approval of the PMA agreement I believe results will be improved when we look at this data again next year.
Sincerely,

Mike Nugent

Michael D. Nugent

Workers' Compensation
 Claims over \$75,000
 05/01/2012 - 04/30/2013

Description	Body Part	Total Incurred
Neck & rt shoulder pain from carrying and using equip to fight large roof fire	Shoulders	\$ 112,700
Felt pain in rt shoulder while helping transport patient out of a chair	Shoulders	\$ 96,400
Aggravated sore shoulder during a patient transfer and lift	Shoulders	\$ 94,040
Chasing suspects attempted to stop short and turn, rt knee gave out	Knee	\$ 91,355
Sore shoulder after pulling on hose while fighting fire	Shoulders	\$ 83,906
Left shoulder pain after large apartment building fire	Shoulders	\$ 82,332
Following fighting fire, felt pain/pull in rt elbow	Elbow	\$ 81,396
During aircraft rescue training, his wet golves slid on wet wing and landed on his rt side	Shoulders	\$ 80,152
While testing fire hydrant, felt left shoulder pop	Shoulders	\$ 79,001
Rt shoulder and arm pain after lifting heavy equipment on to engine #2	Multiple Upper Extremities	\$ 75,707
Left knee tear while testing hydrants, stepping down from engine	Knee	\$ 75,391



Workers' Compensation Accountability Reports

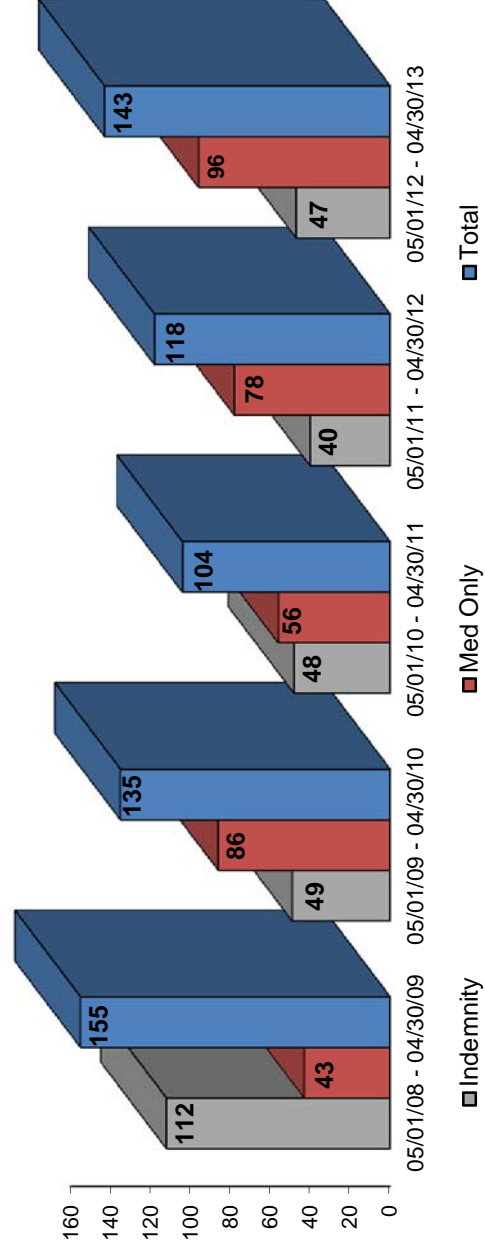
May 15, 2013

TABLE 1



Workers' Compensation Claim Frequency - City Wide 05/01/2008 - 04/30/2013

Policy Year	Indemnity			Medical Only			Total Claims
	Closed	Open		Closed	Open		
05/01/08 - 04/30/09	111	1		43	0		155
05/01/09 - 04/30/10	47	2		86	0		135
05/01/10 - 04/30/11	44	4		55	1		104
05/01/11 - 04/30/12	29	11		76	2		118
05/01/12 - 04/30/13	15	32		60	36		143
							655



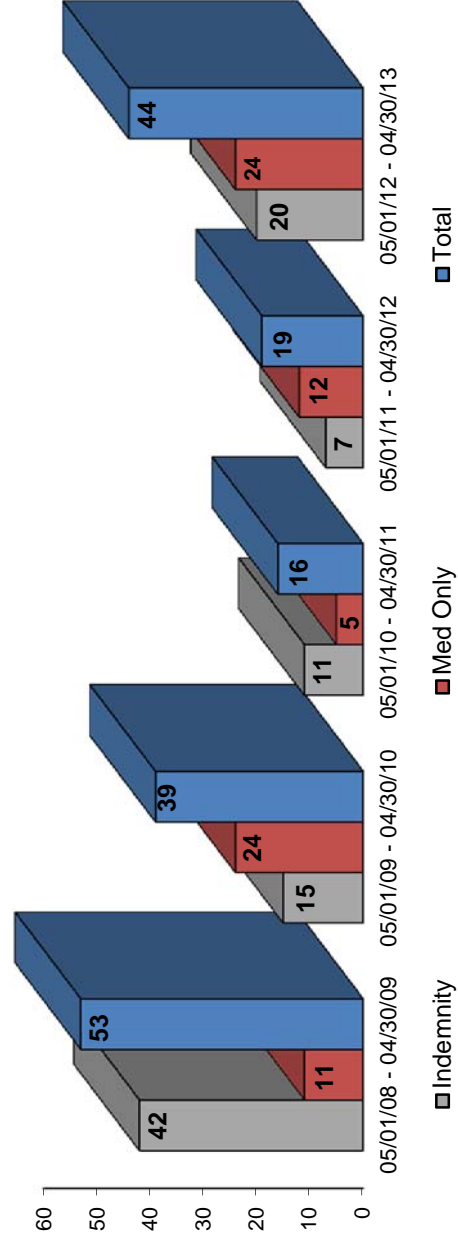
* Indemnity claims include exposure for medical expenses and lost days from work.
 * Medical Only claims include exposure for medical expenses only.
 * Frequency represents the number of claims occurring within a specific policy year.

TABLE 2



**Workers' Compensation
Claim Frequency - Fire Department
05/01/2008 - 04/30/2013**

Policy Year	Indemnity			Medical Only			Total Claims
	Closed	Open		Closed	Open		
05/01/08 - 04/30/09	42	0		11	0		53
05/01/09 - 04/30/10	15	0		24	0		39
05/01/10 - 04/30/11	10	1		5	0		16
05/01/11 - 04/30/12	5	2		12	0		19
05/01/12 - 04/30/13	5	15		18	6		44
							171



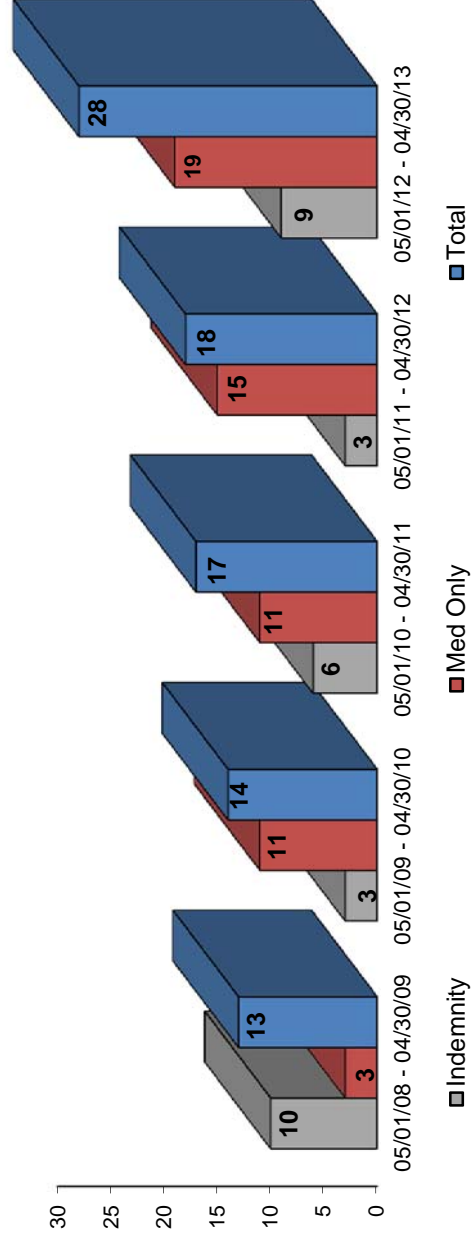
* Indemnity claims include exposure for medical expenses and lost days from work.
 * Medical Only claims include exposure for medical expenses only.
 * Frequency represents the number of claims occurring within a specific policy year.

TABLE 3



Workers' Compensation Claim Frequency - Parks, Recreation & Cultural Arts 05/01/2008 - 04/30/2013

Policy Year	Indemnity			Medical Only			Total Claims
	Closed	Open		Closed	Open		
05/01/08 - 04/30/09	10	0		3	0		13
05/01/09 - 04/30/10	3	0		11	0		14
05/01/10 - 04/30/11	6	0		11	0		17
05/01/11 - 04/30/12	3	0		15	0		18
05/01/12 - 04/30/13	5	4		16	3		28
							90



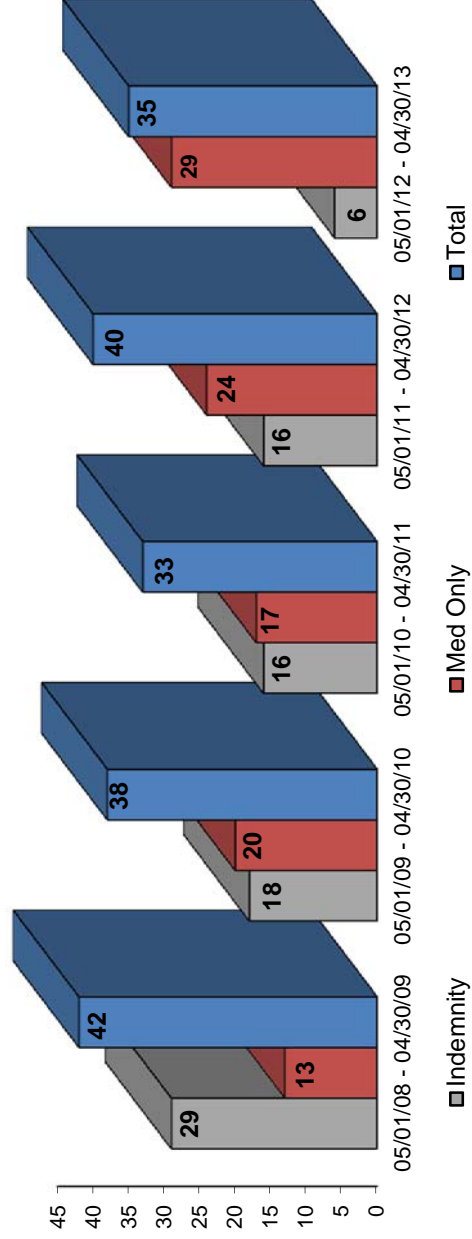
* Indemnity claims include exposure for medical expenses and lost days from work.
 * Medical Only claims include exposure for medical expenses only.
 * Frequency represents the number of claims occurring within a specific policy year.

TABLE 4



Workers' Compensation Claim Frequency - Police Department 05/01/2008 - 04/30/2013

Policy Year	Indemnity			Medical Only			Total Claims
	Closed	Open		Closed	Open		
05/01/08 - 04/30/09	28	1		13	0		42
05/01/09 - 04/30/10	18	0		20	0		38
05/01/10 - 04/30/11	15	1		17	0		33
05/01/11 - 04/30/12	10	6		22	2		40
05/01/12 - 04/30/13	2	4		13	16		35
							188



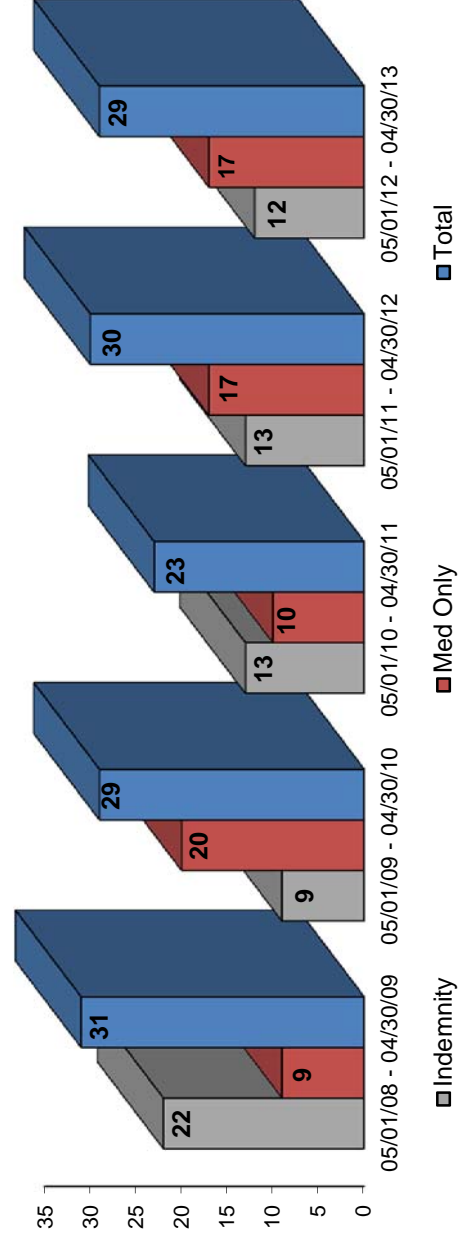
* Indemnity claims include exposure for medical expenses and lost days from work.
 * Medical Only claims include exposure for medical expenses only.
 * Frequency represents the number of claims occurring within a specific policy year.

TABLE 5



Workers' Compensation Claim Frequency - Public Works Department 05/01/2008 - 04/30/2013

Policy Year	Indemnity			Medical Only			Total Claims
	Closed	Open		Closed	Open		
05/01/08 - 04/30/09	22	0		9	0		31
05/01/09 - 04/30/10	7	2		20	0		29
05/01/10 - 04/30/11	12	1		10	0		23
05/01/11 - 04/30/12	10	3		17	0		30
05/01/12 - 04/30/13	3	9		10	7		29
							142



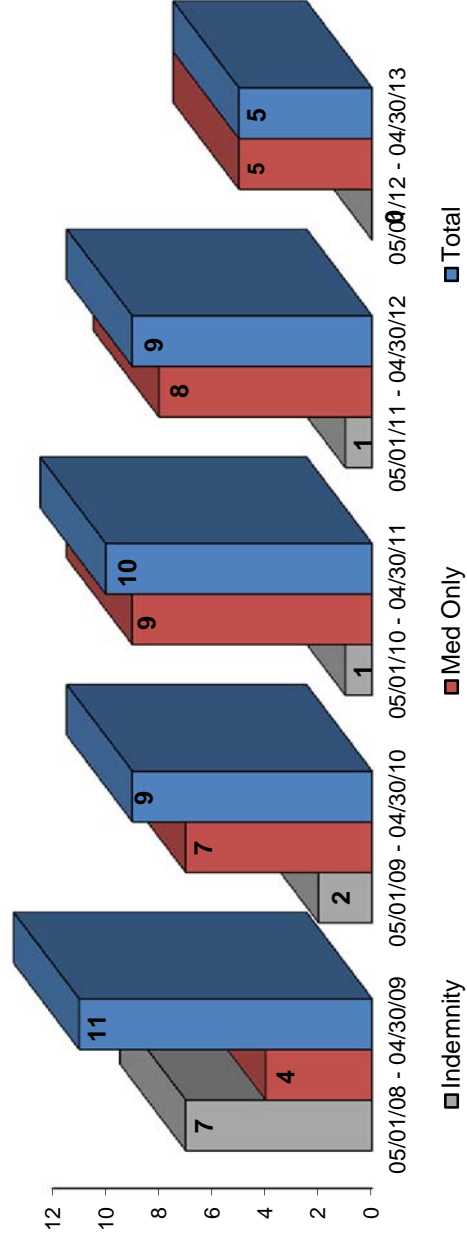
* Indemnity claims include exposure for medical expenses and lost days from work.
 * Medical Only claims include exposure for medical expenses only.
 * Frequency represents the number of claims occurring within a specific policy year.

TABLE 6



**Workers' Compensation
Claim Frequency - Water Department
05/01/2008 - 04/30/2013**

Policy Year	Indemnity			Medical Only			Total Claims
	Closed	Open		Closed	Open		
05/01/08 - 04/30/09	7	0		4	0		11
05/01/09 - 04/30/10	2	0		7	0		9
05/01/10 - 04/30/11	1	0		9	0		10
05/01/11 - 04/30/12	1	0		8	0		9
05/01/12 - 04/30/13	0	0		2	3		5
							44



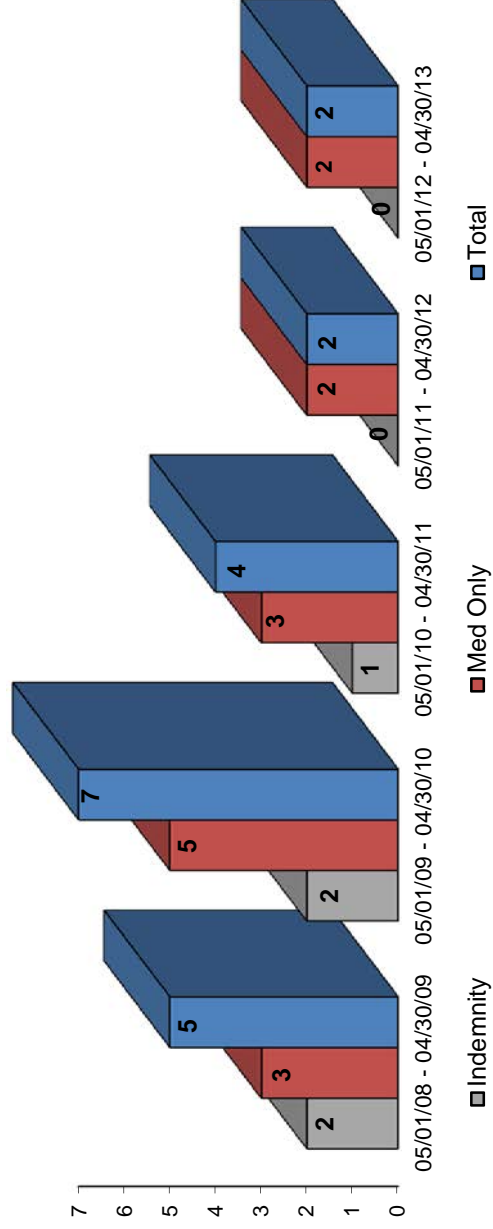
* Indemnity claims include exposure for medical expenses and lost days from work.
 * Medical Only claims include exposure for medical expenses only.
 * Frequency represents the number of claims occurring within a specific policy year.

TABLE 7



Workers' Compensation Claim Frequency - All Other Departments 05/01/2008 - 04/30/2013

Policy Year	Indemnity			Medical Only			Total Claims
	Closed	Open		Closed	Open		
05/01/08 - 04/30/09	2	0		3	0		5
05/01/09 - 04/30/10	2	0		4	1		7
05/01/10 - 04/30/11	0	1		3	0		4
05/01/11 - 04/30/12	0	0		2	0		2
05/01/12 - 04/30/13	0	0		1	1		2
							20



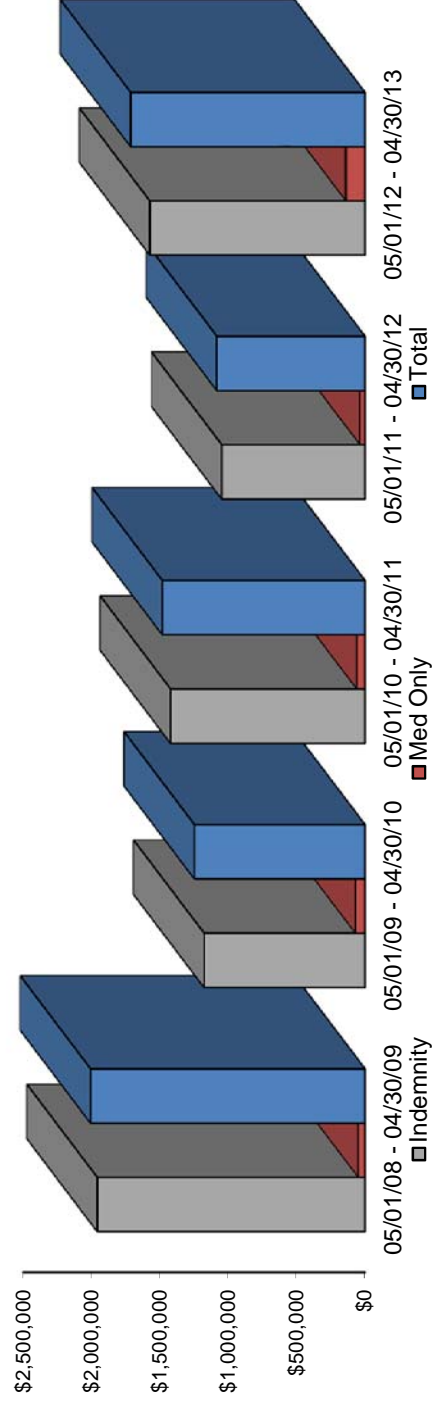
* Indemnity claims include exposure for medical expenses and lost days from work.
 * Medical Only claims include exposure for medical expenses only.
 * Frequency represents the number of claims occurring within a specific policy year.

TABLE 8



**Workers' Compensation
Claim Severity - City Wide
05/01/2008 - 04/30/2013**

Policy Year	Indemnity	Medical Only	Total Incurred
05/01/08 - 04/30/09	\$ 1,956,027	\$ 48,866	\$ 2,004,893
05/01/09 - 04/30/10	\$ 1,174,763	\$ 70,098	\$ 1,244,861
05/01/10 - 04/30/11	\$ 1,419,555	\$ 60,143	\$ 1,479,698
05/01/11 - 04/30/12	\$ 1,045,412	\$ 35,942	\$ 1,081,354
05/01/12 - 04/30/13	\$ 1,572,328	\$ 139,517	\$ 1,711,845
			\$ 7,522,651



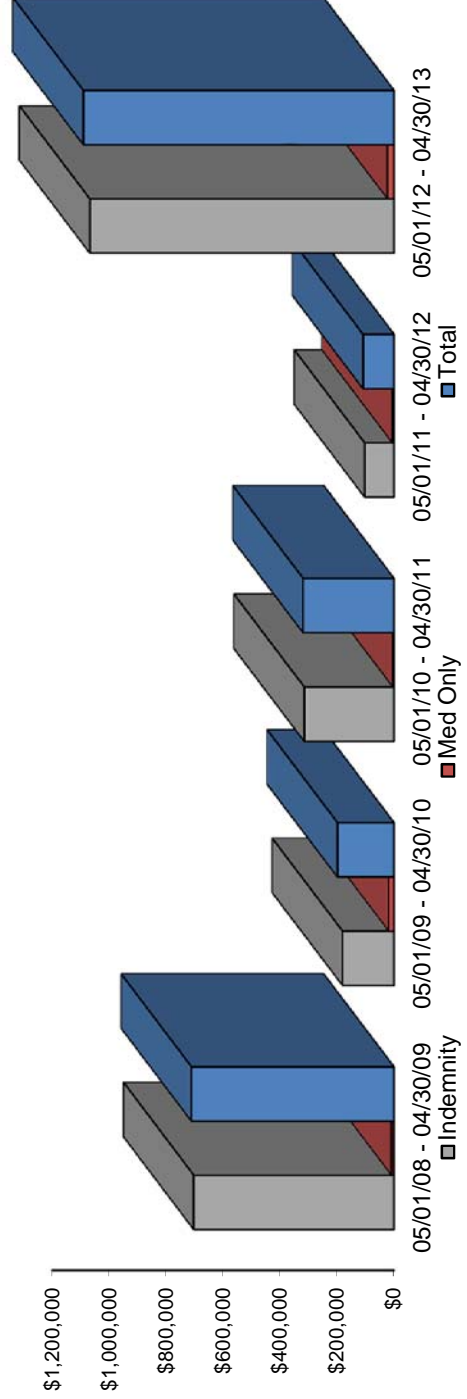
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 9



**Workers' Compensation
Claim Severity - Fire Department
05/01/2008 - 04/30/2013**

Policy Year	Indemnity	Medical Only	Total Incurred
05/01/08 - 04/30/09	\$ 701,504	\$ 8,356	\$ 709,859
05/01/09 - 04/30/10	\$ 179,984	\$ 18,011	\$ 197,995
05/01/10 - 04/30/11	\$ 314,304	\$ 3,895	\$ 318,199
05/01/11 - 04/30/12	\$ 102,627	\$ 5,775	\$ 108,403
05/01/12 - 04/30/13	\$ 1,066,898	\$ 22,778	\$ 1,089,676
			\$ 2,424,132



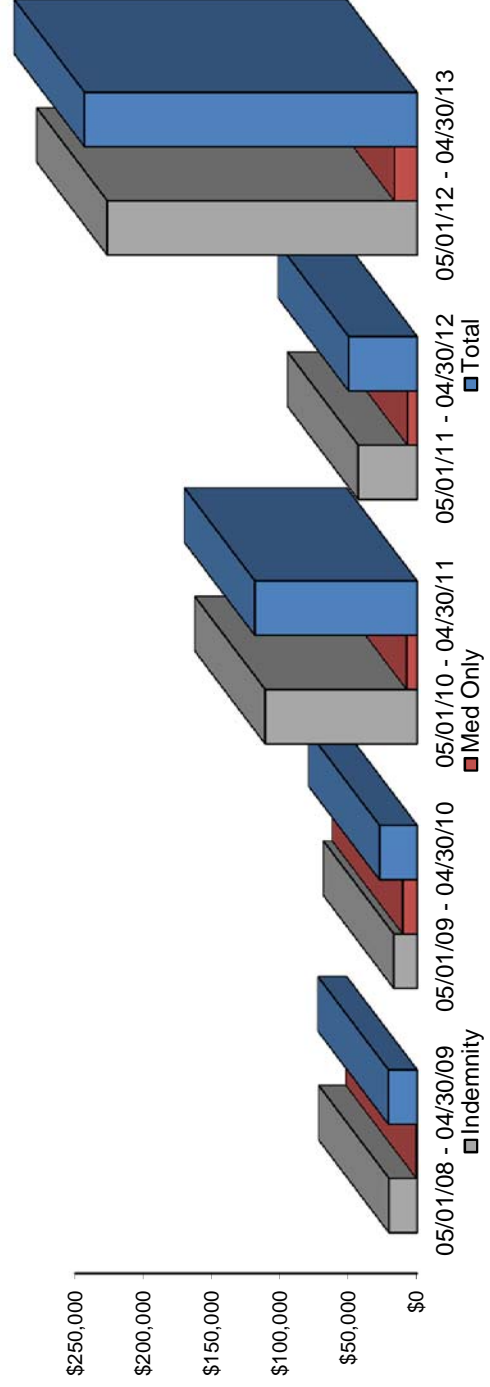
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 10



**Workers' Compensation
Claim Severity - Parks, Recreation & Cultural Arts
05/01/2008 - 04/30/2013**

Policy Year	Indemnity	Medical Only	Total Incurred
05/01/08 - 04/30/09	\$ 20,406	\$ 482	\$ 20,888
05/01/09 - 04/30/10	\$ 16,921	\$ 10,455	\$ 27,377
05/01/10 - 04/30/11	\$ 110,809	\$ 7,558	\$ 118,367
05/01/11 - 04/30/12	\$ 42,918	\$ 7,011	\$ 49,929
05/01/12 - 04/30/13	\$ 226,308	\$ 16,597	\$ 242,906
			\$ 459,466



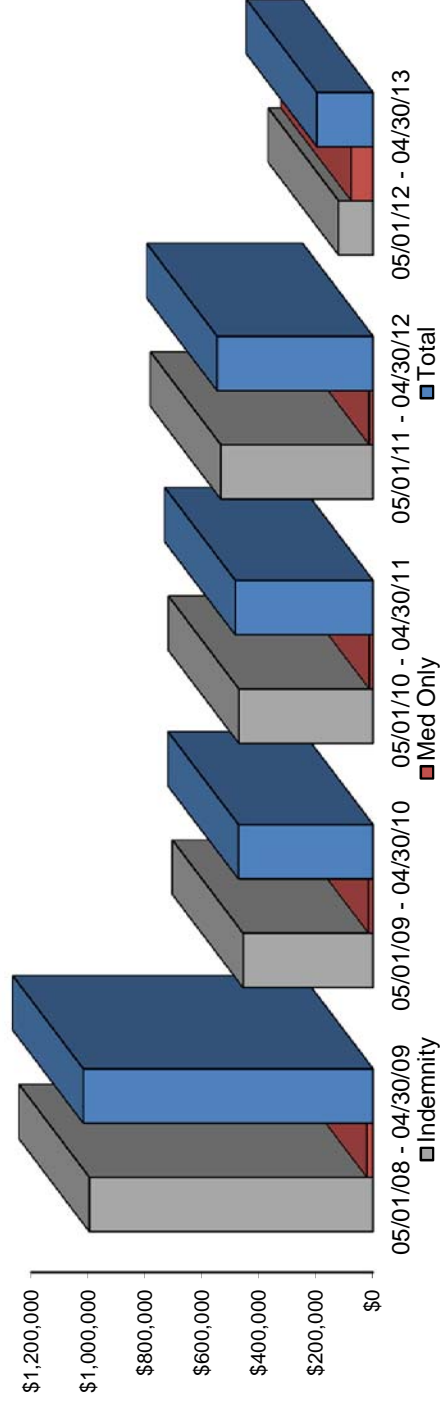
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 11



**Workers' Compensation
Claim Severity - Police Department
05/01/2008 - 04/30/2013**

Policy Year	Indemnity	Medical Only	Total Incurred
05/01/08 - 04/30/09	\$ 994,632	\$ 21,493	\$ 1,016,125
05/01/09 - 04/30/10	\$ 455,546	\$ 15,736	\$ 471,282
05/01/10 - 04/30/11	\$ 469,987	\$ 12,603	\$ 482,590
05/01/11 - 04/30/12	\$ 533,084	\$ 13,394	\$ 546,478
05/01/12 - 04/30/13	\$ 120,441	\$ 75,844	\$ 196,285
			\$ 2,712,760



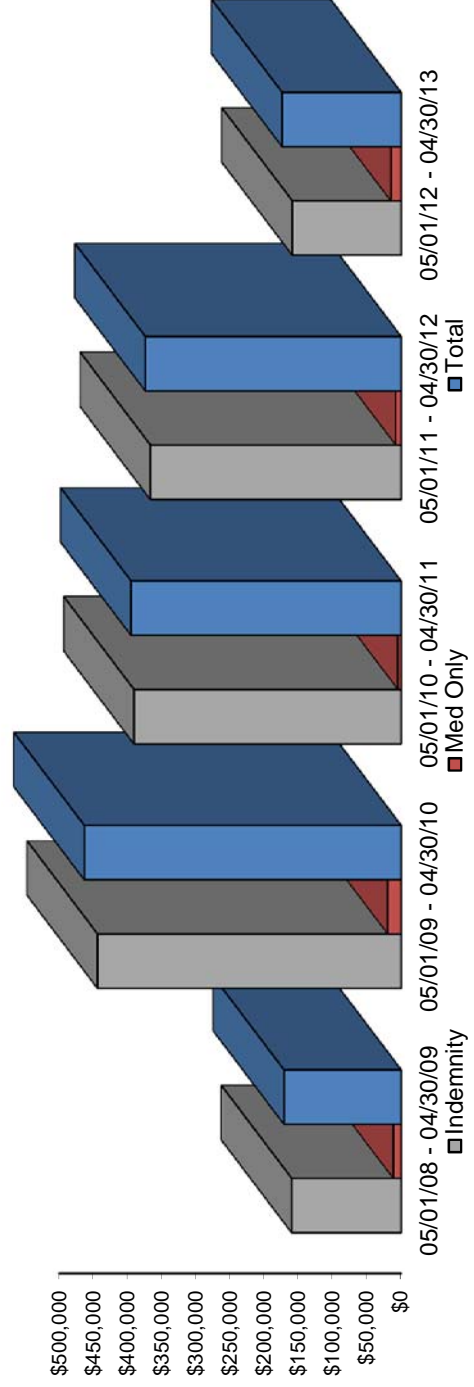
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 12



**Workers' Compensation
Claim Severity - Public Works Department
05/01/2008 - 04/30/2013**

Policy Year	Indemnity	Medical Only	Total Incurred
05/01/08 - 04/30/09	\$ 159,606	\$ 11,341	\$ 170,947
05/01/09 - 04/30/10	\$ 443,451	\$ 19,419	\$ 462,870
05/01/10 - 04/30/11	\$ 390,007	\$ 4,389	\$ 394,396
05/01/11 - 04/30/12	\$ 365,998	\$ 7,557	\$ 373,555
05/01/12 - 04/30/13	\$ 158,681	\$ 14,849	\$ 173,530
			\$ 1,575,298



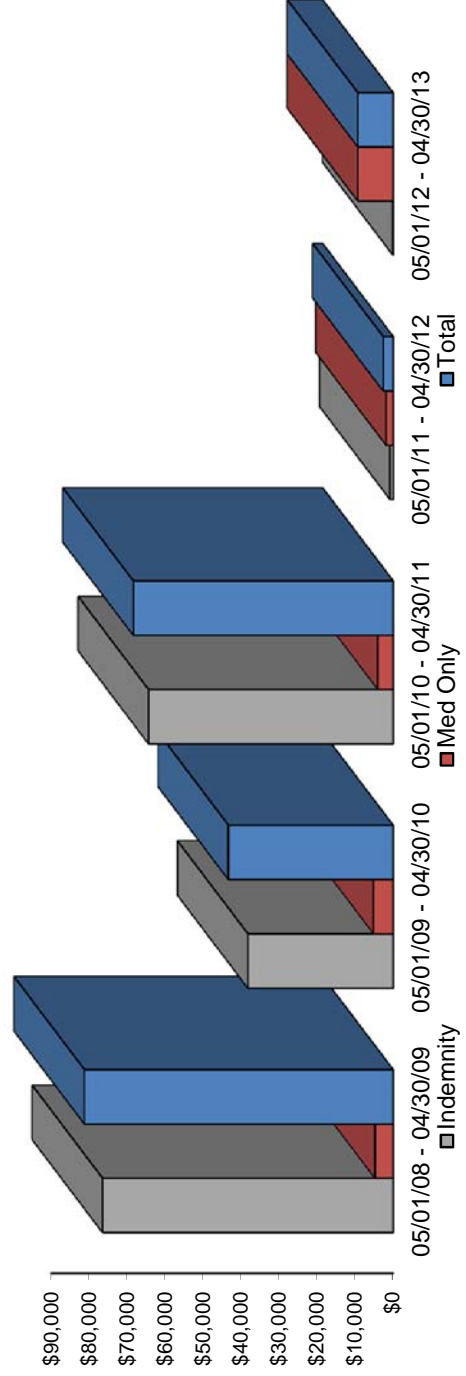
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 13



**Workers' Compensation
Claim Severity - Water Department
05/01/2008 - 04/30/2013**

Policy Year	Indemnity	Medical Only	Total Incurred
05/01/08 - 04/30/09	\$ 76,382	4,781	\$ 81,163
05/01/09 - 04/30/10	\$ 38,128	5,121	\$ 43,249
05/01/10 - 04/30/11	\$ 64,272	4,017	\$ 68,289
05/01/11 - 04/30/12	\$ 784	1,810	\$ 2,594
05/01/12 - 04/30/13	\$ -	9,248	\$ 9,248
			\$ 204,543



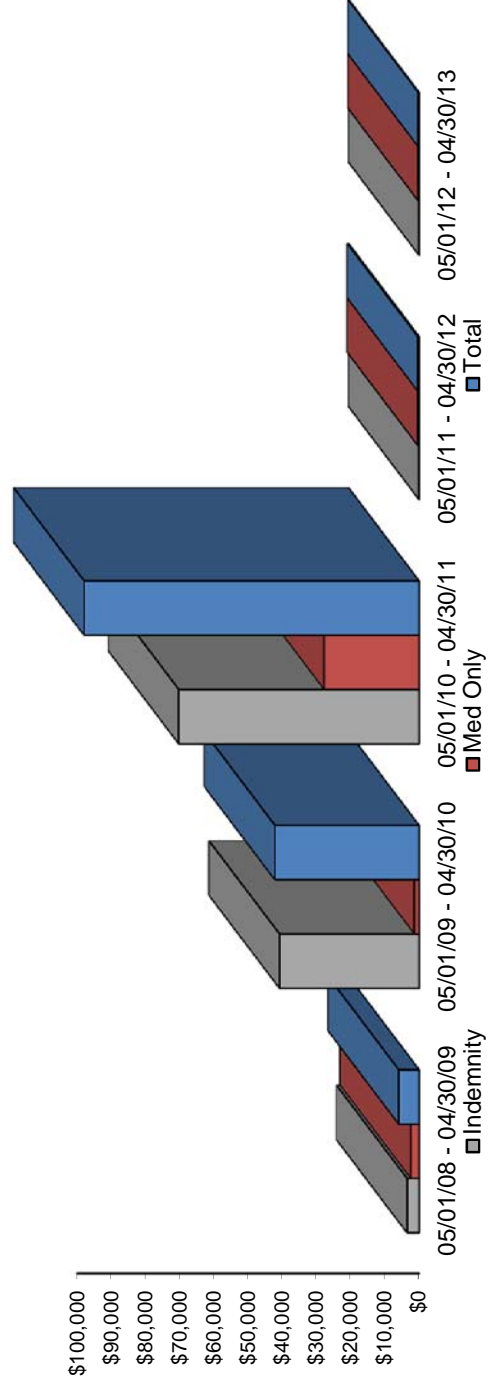
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 14



**Workers' Compensation
Claim Severity - All Other Departments
05/01/2008 - 04/30/2013**

Policy Year	Indemnity	Medical Only	Total Incurred
05/01/08 - 04/30/09	\$ 3,497	2,413	\$ 5,910
05/01/09 - 04/30/10	\$ 40,732	1,355	\$ 42,087
05/01/10 - 04/30/11	\$ 70,177	27,681	\$ 97,858
05/01/11 - 04/30/12	\$	395	\$ 395
05/01/12 - 04/30/13	\$	200	\$ 200
			\$ 146,450



* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 15



**Workers' Compensation
Top Ten
Frequency Analysis
05/01/2008 - 04/30/2013**

Nature of Injury	Nbr of Claims	Total Incurred
Strain	210	\$ 3,463,828
Sprain	142	\$ 2,736,411
Contusion	81	\$ 324,310
Laceration	60	\$ 97,850
Puncture	26	\$ 115,395
All Other	22	\$ 99,795
Foreign Body	17	\$ 6,492
Multiple Physical Injuries	14	\$ 148,313
Dermatitis	13	\$ 4,051
Fracture	11	\$ 73,395

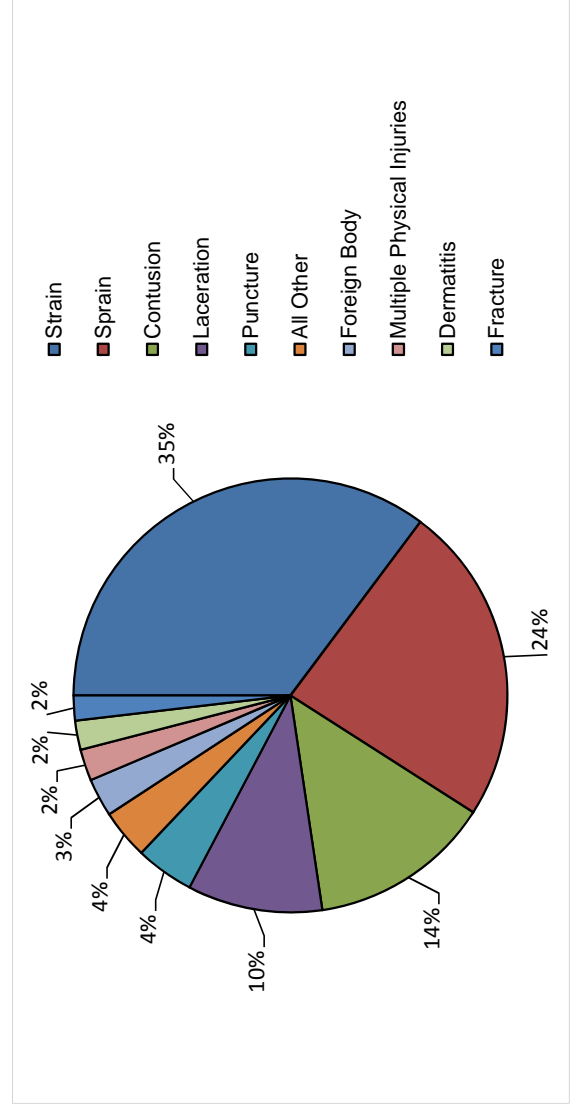


TABLE 16



**Workers' Compensation
Top Ten
Frequency Analysis
05/01/2008 - 04/30/2013**

Part of Body	Nbr of Claims	Total Incurred
Lower Back	96	\$ 928,756
Knee	68	\$ 1,423,479
Shoulders	65	\$ 2,431,385
Multiple Body Parts	46	\$ 334,585
Finger(s)	41	\$ 80,914
Hand	38	\$ 132,377
Eye(s)	24	\$ 8,869
Lower Arm	21	\$ 133,311
Elbow	20	\$ 222,338
Ankle	20	\$ 129,748

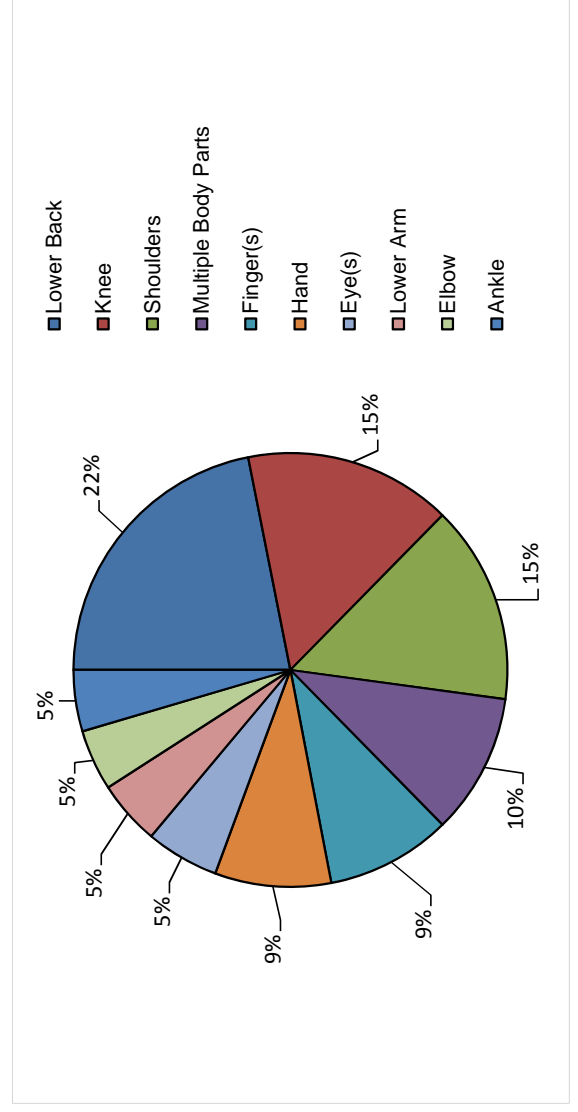


TABLE 17



**Workers' Compensation
Top Ten
Severity Analysis
05/01/2008 - 04/30/2013**

Nature of Injury	Nbr of Claims	Total Incurred
Strain	210	\$ 3,463,828
Sprain	142	\$ 2,736,411
Contusion	81	\$ 324,310
Multiple Physical Injuries	14	\$ 148,313
Rupture	3	\$ 137,088
Puncture	26	\$ 115,395
All Other	22	\$ 99,795
Laceration	60	\$ 97,850
Fracture	11	\$ 73,395
Carpal Tunnel Syndrome	3	\$ 59,691

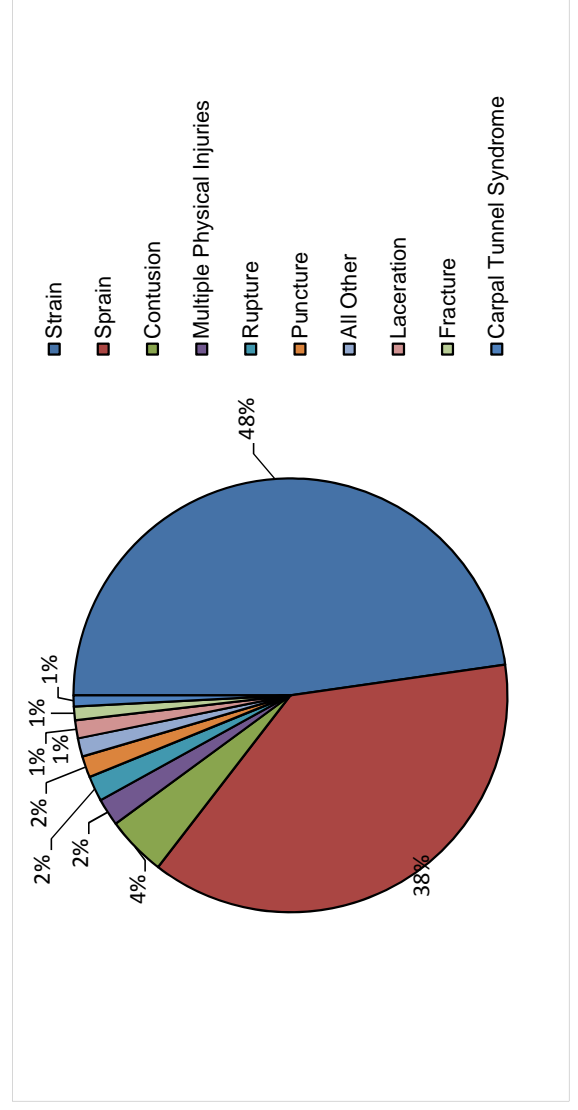


TABLE 18



**Workers' Compensation
Top Ten
Severity Analysis
05/01/2008 - 04/30/2013**

Part of Body	Nbr of Claims	Total Incurred
Shoulders	65	\$ 2,431,385
Knee	68	\$ 1,423,479
Lower Back	96	\$ 928,756
Multiple Body Parts	46	\$ 334,585
Soft Tissue - neck	17	\$ 322,289
Upper Arm	11	\$ 263,702
Abdomen including Groin	14	\$ 252,535
Elbow	20	\$ 222,338
Lower Arm	21	\$ 133,311
Hand	38	\$ 132,377

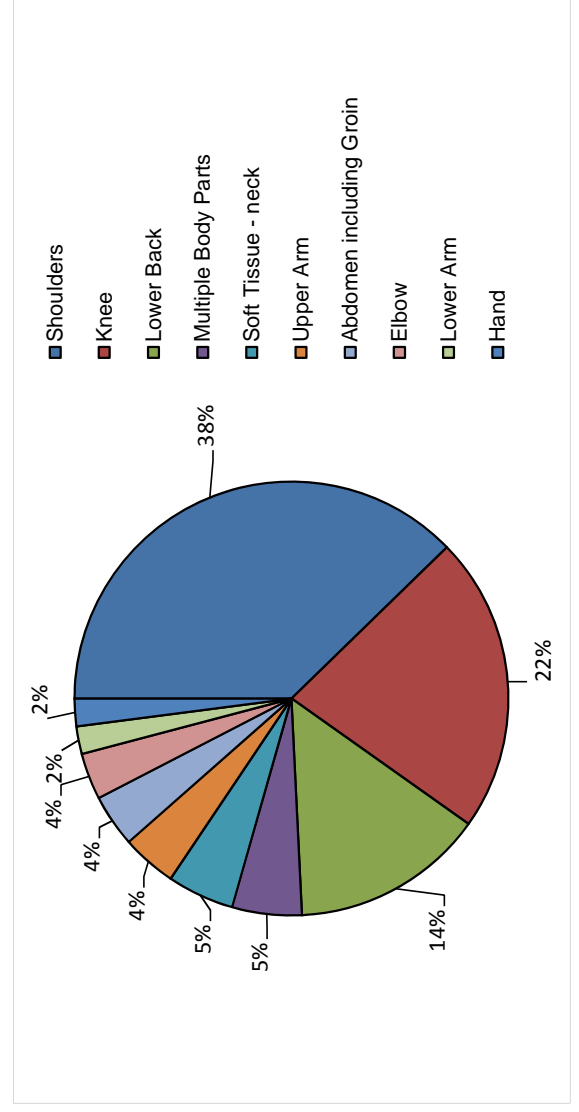


TABLE 19



**Workers' Compensation
Summary by Department
05/01/2008 - 04/30/2013**

Department	# of Claims	# Open Claims	Total Incurred	Average Incurred
Police Department	188	30	\$ 2,712,760	\$ 14,430
Fire Department	171	24	\$ 2,424,132	\$ 14,176
Public Works Department	142	22	\$ 1,575,298	\$ 11,094
Parks, Recreation And Cultural Arts	90	7	\$ 459,466	\$ 5,105
Water Department	44	3	\$ 204,543	\$ 4,649
Planning & Code Enforcement Dept	11	2	\$ 111,346	\$ 10,122
Administration Department	1	1	\$ 26,501	\$ 26,501
Finance Department	5	0	\$ 6,190	\$ 1,238
Human Resources	1	0	\$ 2,106	\$ 2,106
Legal Department	2	0	\$ 306	\$ 153

City Wide	655	89	\$ 7,522,649	\$ 11,485
-----------	-----	----	--------------	-----------

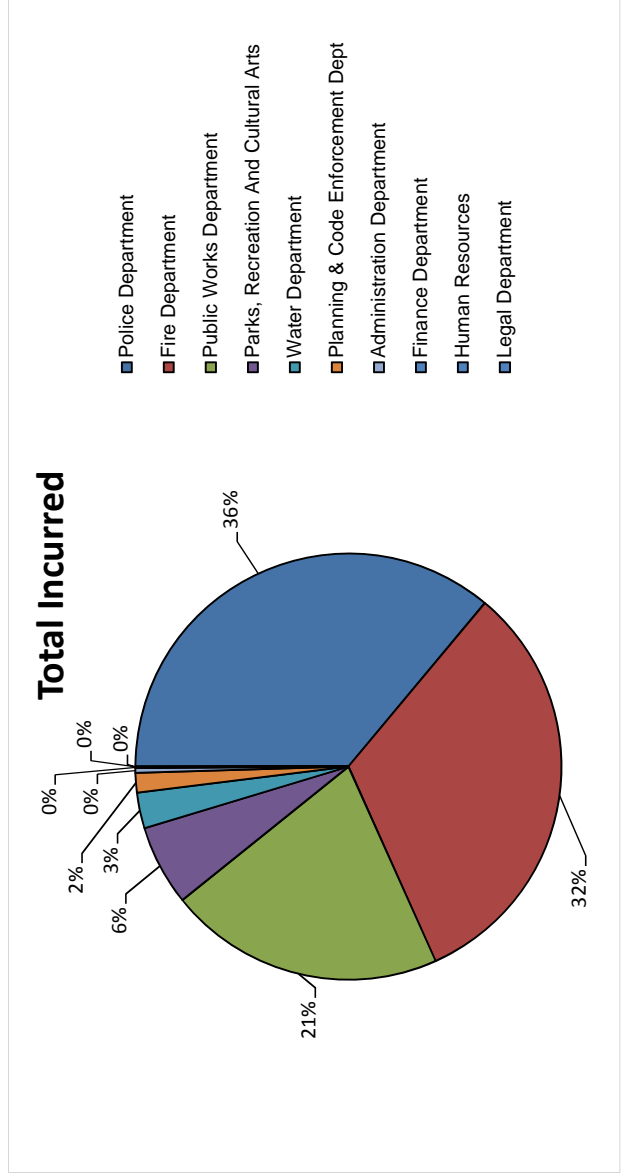


TABLE 20



**Workers' Compensation
Medical Cost Per Claim Comparison
09/01/11 - 04/30/12 vs. 09/01/12 - 04/30/13**

Description	# of Claims	09/01/11-04/30/12	# of Claims	09/01/12-04/30/13
Medical Payments-Indemnity	23	\$ 98,540	23	\$ 109,100
Medical Payments-Med Only	104	\$ 13,953	65	\$ 31,212
Average Medical Payments-Indemnity	23	\$ 4,284	23	\$ 4,743
Average Medical Payments-Med Only	104	\$ 134	65	\$ 480
Average Medical Payments-All Claims	127	\$ 886	88	\$ 1,594

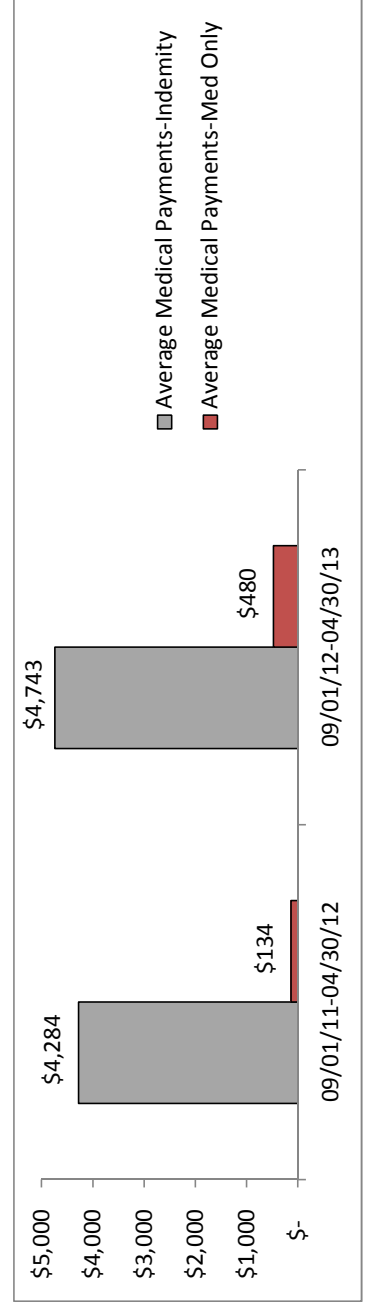
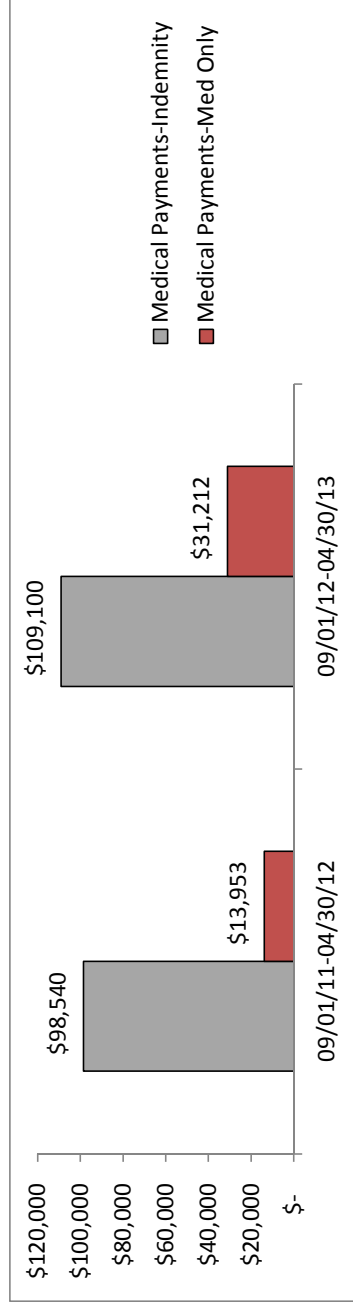
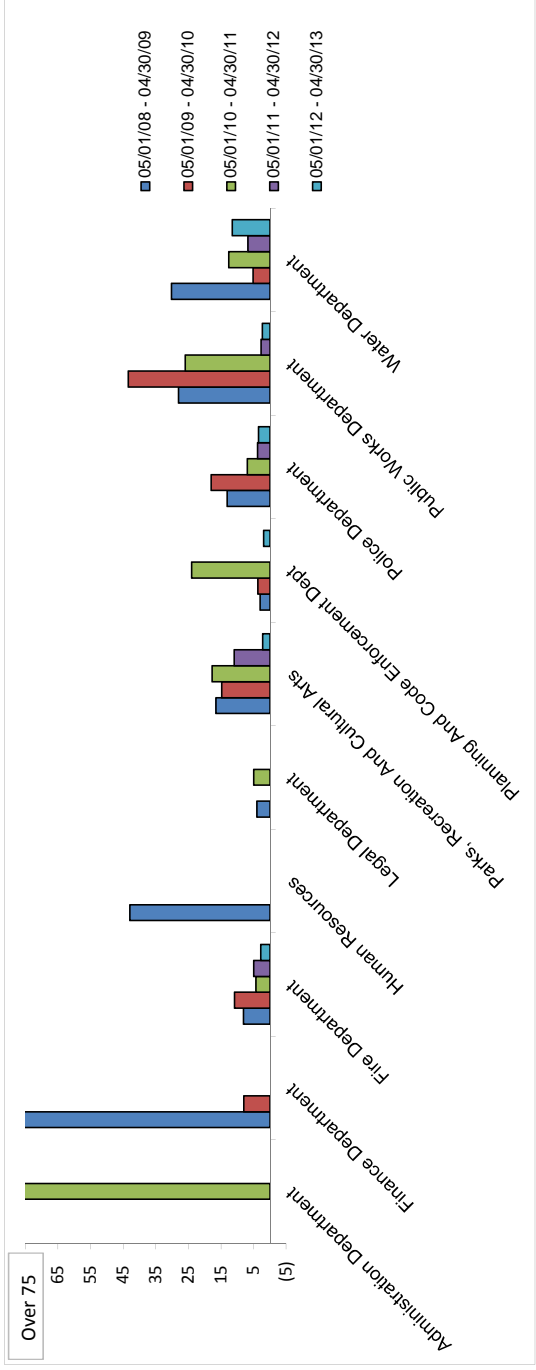


TABLE 21



**Workers' Compensation
Lag Time Average
by Department
05/01/2008 - 04/30/2013**

Location	Lag Time in Average Days				
	05/01/08 - 04/30/09	05/01/09 - 04/30/10	05/01/10 - 04/30/11	05/01/11 - 04/30/12	05/01/12 - 04/30/13
Administration Department			245		
Finance Department	217	8	-		
Fire Department	8	11	4	5	3
Human Resources	43				
Legal Department	4		5		
Parks, Recreation And Cultural Arts	17	15	18	11	2
Planning And Code Enforcement Dept	3	4	24	-	2
Police Department	13	18	7	4	4
Public Works Department	28	43	26	3	2
Water Department	30	5	13	7	12



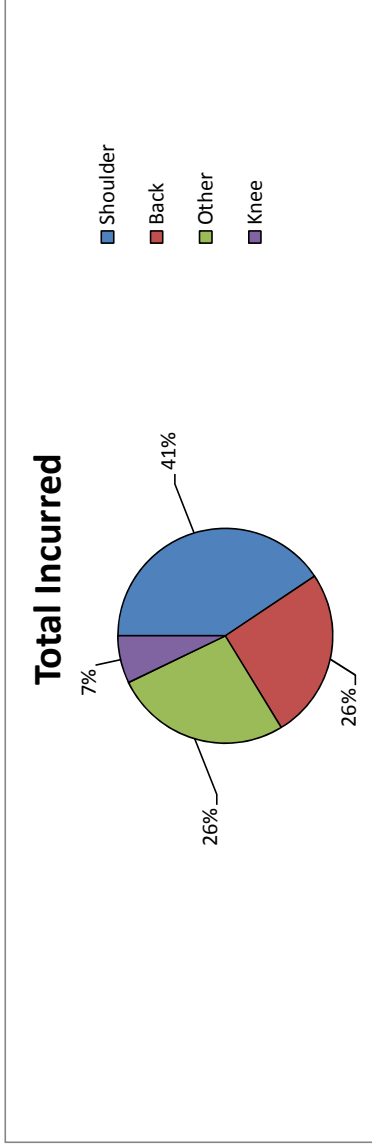
* Lag Time = Date of injury to date reported to ASC. City only has control of this once the IW reports the incident to them.
 * The City's overall lag time average 5/1/11-2/29/12 is 6 days compared to 14 days for 5/1/07-4/30/08.
 * Admin Dept lag time due to one claim C616-11-90471 DOL 03/01/11 - Date Reported 11/01/11
 * Finance Dept lag time due to one claim C616-09-90066 DOL 06/27/08 - Date Reported 09/02/09

TABLE 22



**Large Claim Listing (over \$100k)
05/01/08 - 04/30/13**

Claim Nbr	Department	Body Part	Status	Total Incurred
C616-09-04052 -01	Police Department	Other	OP	\$ 288,840
C616-09-04047 -01	Police Department	Back	CL	\$ 283,264
C616-09-90075 -01	Public Works Department	Back	CL	\$ 201,336
C616-08-04020 -01	Fire Department	Shoulders	CL	\$ 151,211
C616-11-90332 -01	Police Department	Shoulders	CL	\$ 147,820
C616-09-90016 -01	Public Works Department	Knee	CL	\$ 134,862
C616-11-90331 -01	Fire Department	Shoulders	CL	\$ 127,260
C616-08-03992 -01	Fire Department	Shoulders	CL	\$ 114,718
C616-12-90527 -01	Police Department	Shoulders	OP	\$ 113,450
C616-13-90738 -01	Fire Department	Shoulders	OP	\$ 112,700
C616-09-90035 -01	Fire Department	Other	CL	\$ 108,840
C616-10-90275 -01	Police Department	Other	CL	\$ 104,267





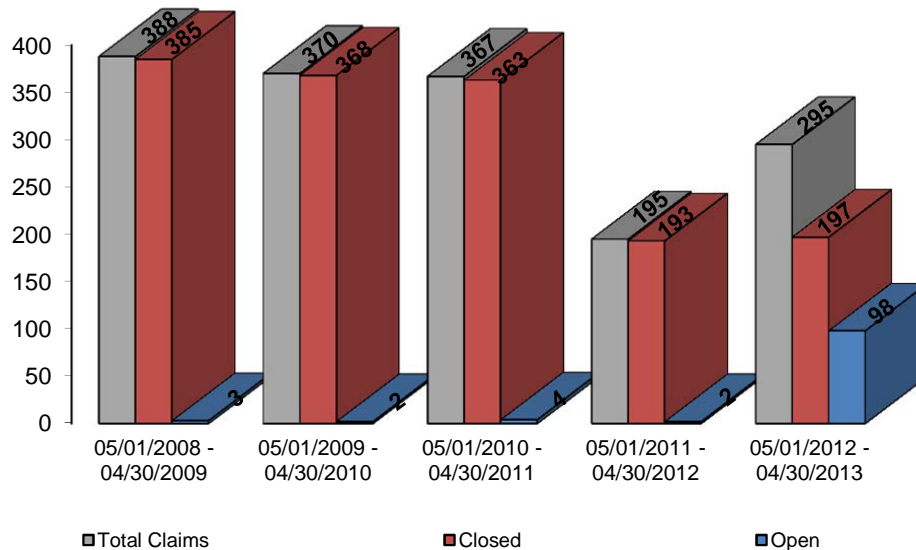
Property & Casualty
Accountability Report
May 15, 2013

TABLE 1



**Property & Casualty
 Claim Frequency - City Wide
 by Policy Year
 05/01/2008 - 04/30/2013**

Policy Year	Total Claims	Closed	Open
05/01/2008 - 04/30/2009	388	385	3
05/01/2009 - 04/30/2010	370	368	2
05/01/2010 - 04/30/2011	367	363	4
05/01/2011 - 04/30/2012	195	193	2
05/01/2012 - 04/30/2013	295	197	98



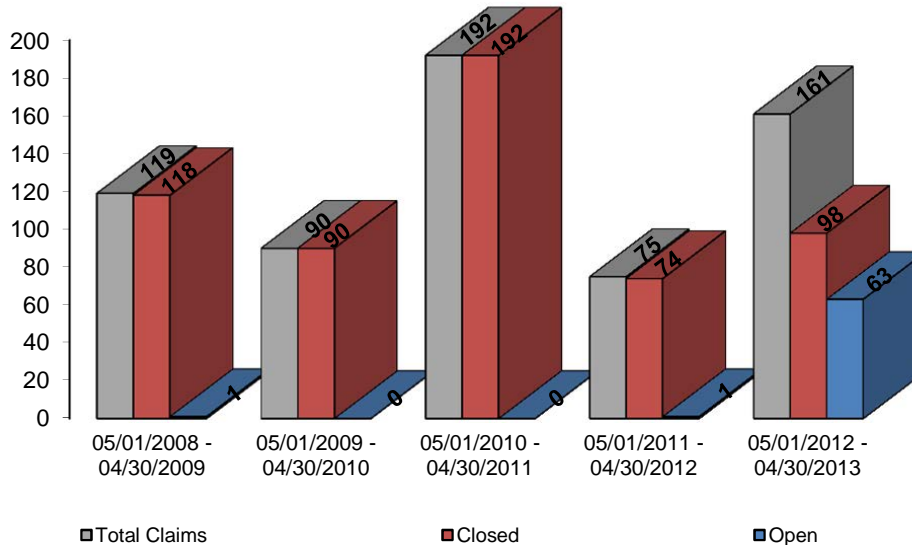
* Frequency represents the number of claims occurring within a specific policy year.

TABLE 2



**Property & Casualty
 Claim Frequency - Auto Liability
 by Policy Year
 05/01/2008 - 04/30/2013**

Policy Year	Total Claims	Closed	Open
05/01/2008 - 04/30/2009	119	118	1
05/01/2009 - 04/30/2010	90	90	0
05/01/2010 - 04/30/2011	192	192	0
05/01/2011 - 04/30/2012	75	74	1
05/01/2012 - 04/30/2013	161	98	63



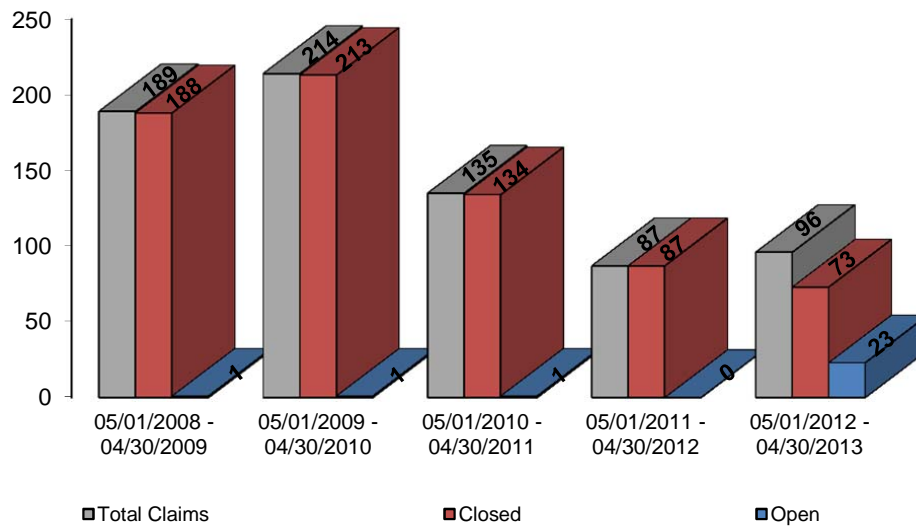
* Frequency represents the number of claims occurring within a specific policy year.

TABLE 3



Property & Casualty
Claim Frequency - General Liability
by Policy Year
05/01/2008 - 04/30/2013

Policy Year	Total Claims	Closed	Open
05/01/2008 - 04/30/2009	189	188	1
05/01/2009 - 04/30/2010	214	213	1
05/01/2010 - 04/30/2011	135	134	1
05/01/2011 - 04/30/2012	87	87	0
05/01/2012 - 04/30/2013	96	73	23



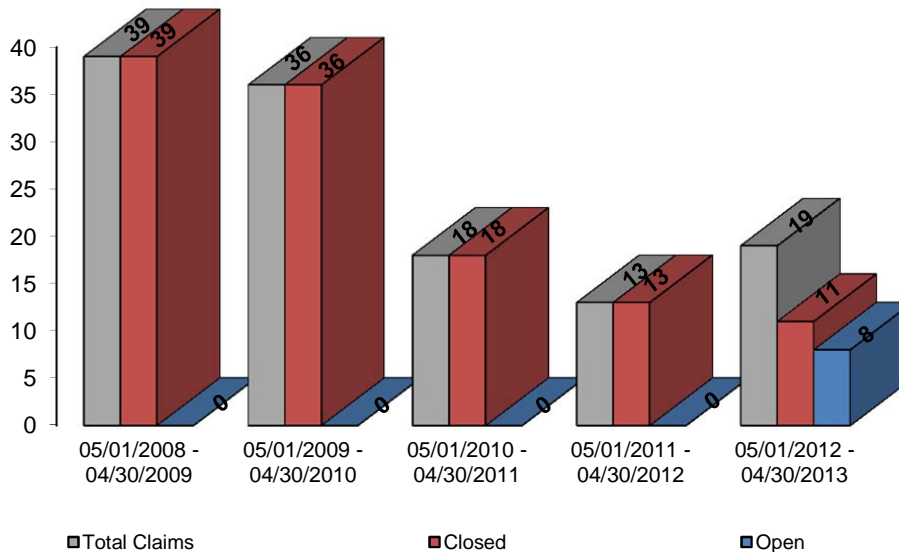
* Frequency represents the number of claims occurring within a specific policy year.

TABLE 4



**Property & Casualty
 Claim Frequency - Property
 by Policy Year
 05/01/2008 - 04/30/2013**

Policy Year	Total Claims	Closed	Open
05/01/2008 - 04/30/2009	39	39	0
05/01/2009 - 04/30/2010	36	36	0
05/01/2010 - 04/30/2011	18	18	0
05/01/2011 - 04/30/2012	13	13	0
05/01/2012 - 04/30/2013	19	11	8



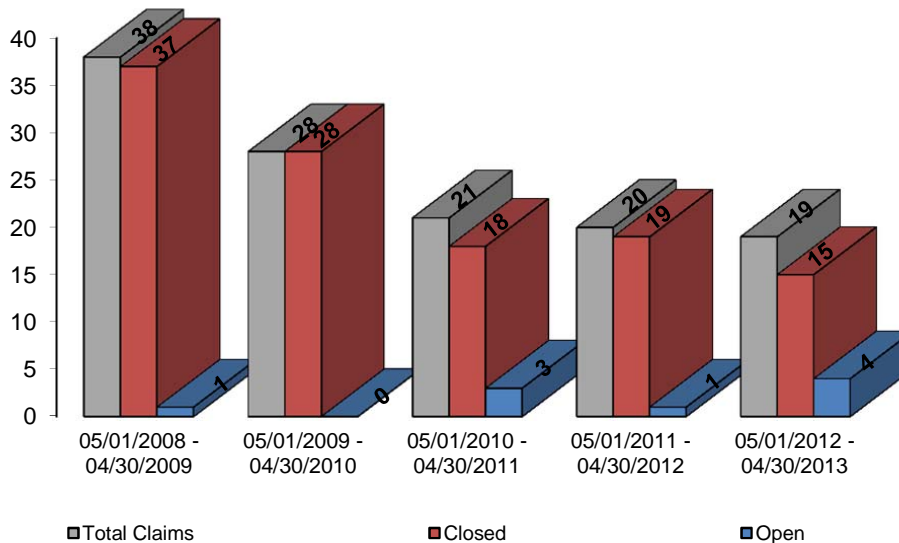
* Frequency represents the number of claims occurring within a specific policy year.

TABLE 5



**Property & Casualty
 Claim Frequency - Law Enforcement
 by Policy Year
 05/01/2008 - 04/30/2013**

Policy Year	Total Claims	Closed	Open
05/01/2008 - 04/30/2009	38	37	1
05/01/2009 - 04/30/2010	28	28	0
05/01/2010 - 04/30/2011	21	18	3
05/01/2011 - 04/30/2012	20	19	1
05/01/2012 - 04/30/2013	19	15	4



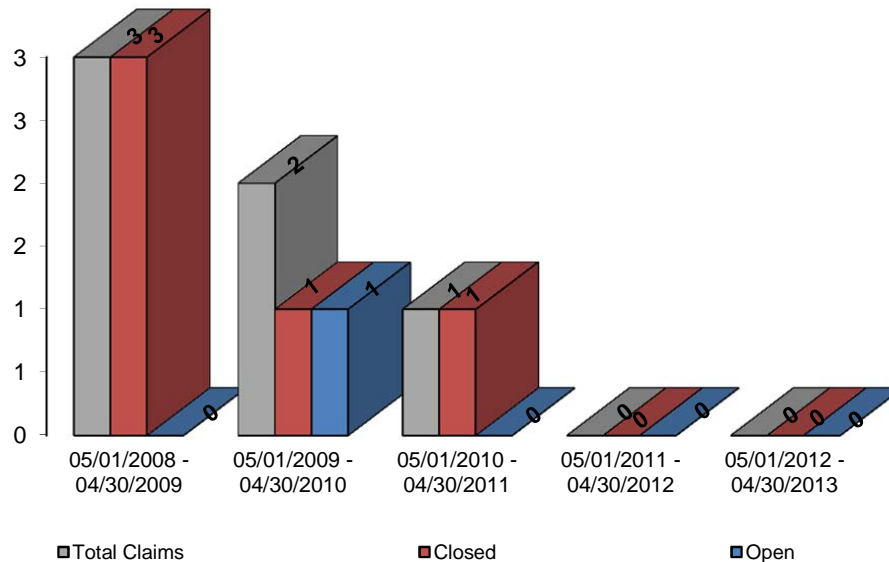
* Frequency represents the number of claims occurring within a specific policy year.

TABLE 6



**Property & Casualty
 Claim Frequency - E&O
 by Policy Year
 05/01/2008 - 04/30/2013**

Policy Year	Total Claims	Closed	Open
05/01/2008 - 04/30/2009	3	3	0
05/01/2009 - 04/30/2010	2	1	1
05/01/2010 - 04/30/2011	1	1	0
05/01/2011 - 04/30/2012	0	0	0
05/01/2012 - 04/30/2013	0	0	0



* Frequency represents the number of claims occurring within a specific policy year.

TABLE 7



Property & Casualty
 Frequency of Claims
 by Department
 05/01/2008 - 04/30/2013

Department	# of Clms
Public Works Dept	798
Police Dept	321
Parks, Recreation And Cultural Arts	255
Water Maintenance	104
Planning And Code Enforcement Dept	66
Fire Dept	57
Central Illinois Arena Management	9
Administration Dept	3
Human Resources	2

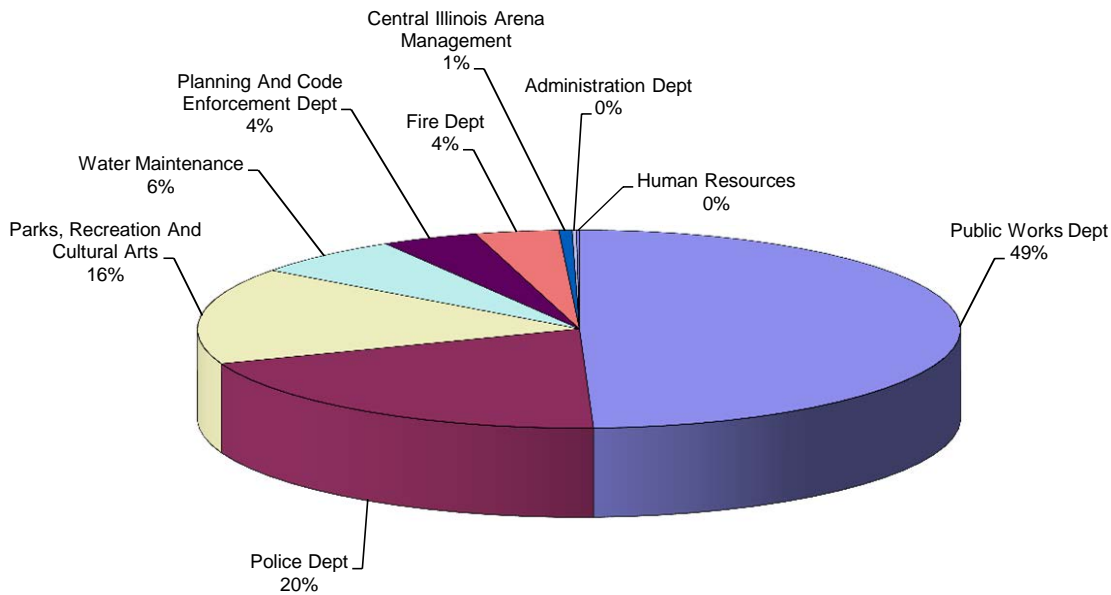


TABLE 8



Property & Casualty
Claim Frequency
by Coverage
05/01/2008 - 04/30/2013

Coverage	# of Clms
General Liability	853
Auto Liability	637
Property	125

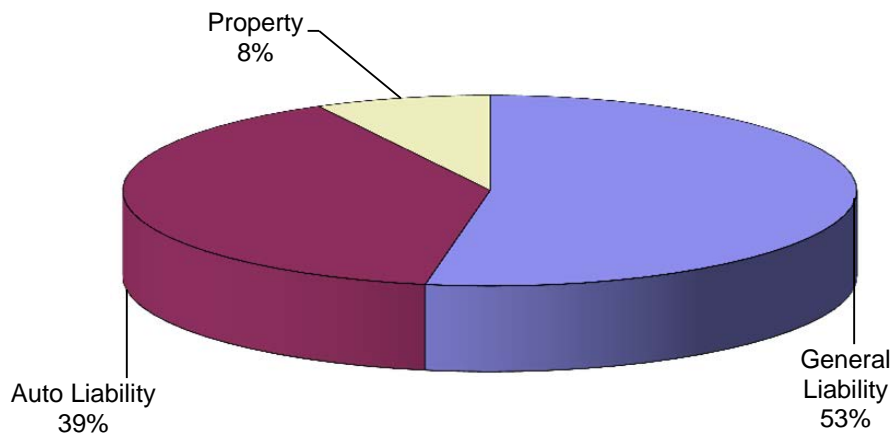
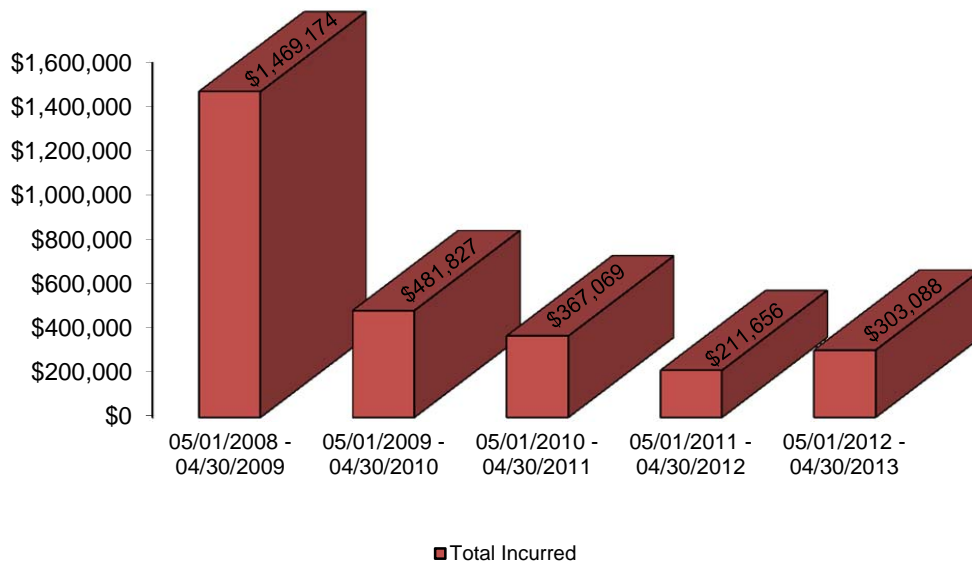


TABLE 9



**Property & Casualty
 Claim Severity - City Wide
 by Policy Year
 05/01/2008 - 04/30/2013**

Policy Year	Total Incurred
05/01/2008 - 04/30/2009	\$ 1,469,174
05/01/2009 - 04/30/2010	\$ 481,827
05/01/2010 - 04/30/2011	\$ 367,069
05/01/2011 - 04/30/2012	\$ 211,656
05/01/2012 - 04/30/2013	\$ 303,088



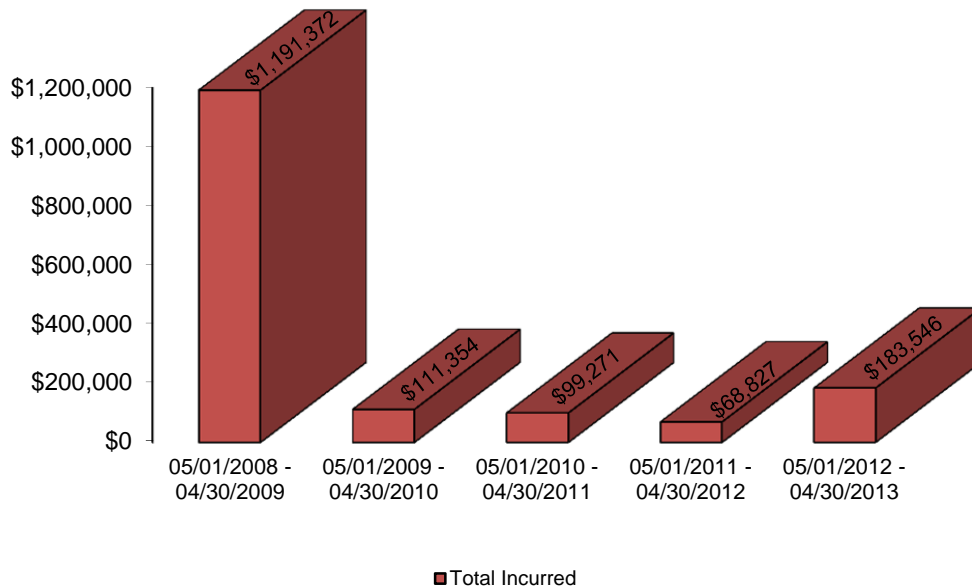
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 10



**Property & Casualty
 Claim Severity - Auto Liability
 by Policy Year
 05/01/2008 - 04/30/2013**

Policy Year	Total Incurred
05/01/2008 - 04/30/2009	\$ 1,191,372
05/01/2009 - 04/30/2010	\$ 111,354
05/01/2010 - 04/30/2011	\$ 99,271
05/01/2011 - 04/30/2012	\$ 68,827
05/01/2012 - 04/30/2013	\$ 183,546



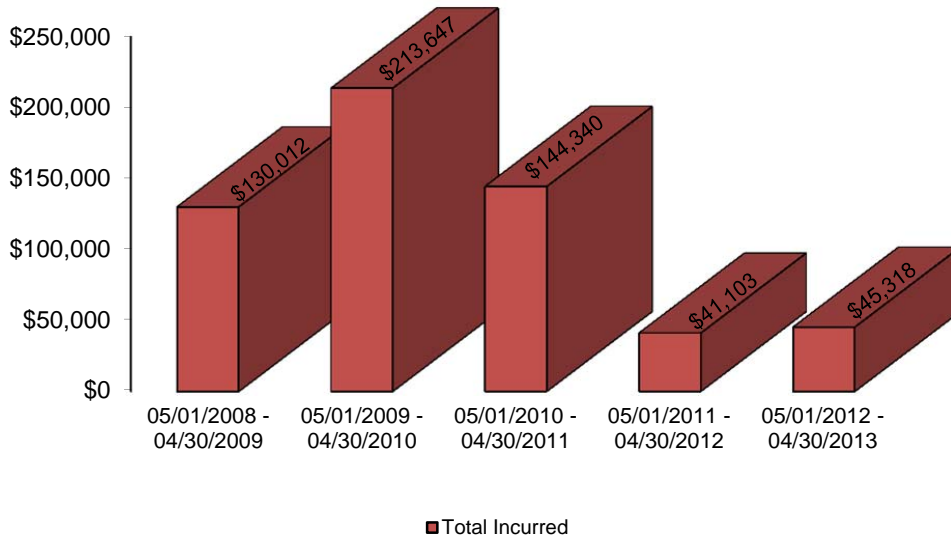
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 11



**Property & Casualty
 Claim Severity - General Liability
 by Policy Year
 05/01/2008 - 04/30/2013**

Policy Year	Total Incurred
05/01/2008 - 04/30/2009	\$ 130,012
05/01/2009 - 04/30/2010	\$ 213,647
05/01/2010 - 04/30/2011	\$ 144,340
05/01/2011 - 04/30/2012	\$ 41,103
05/01/2012 - 04/30/2013	\$ 45,318



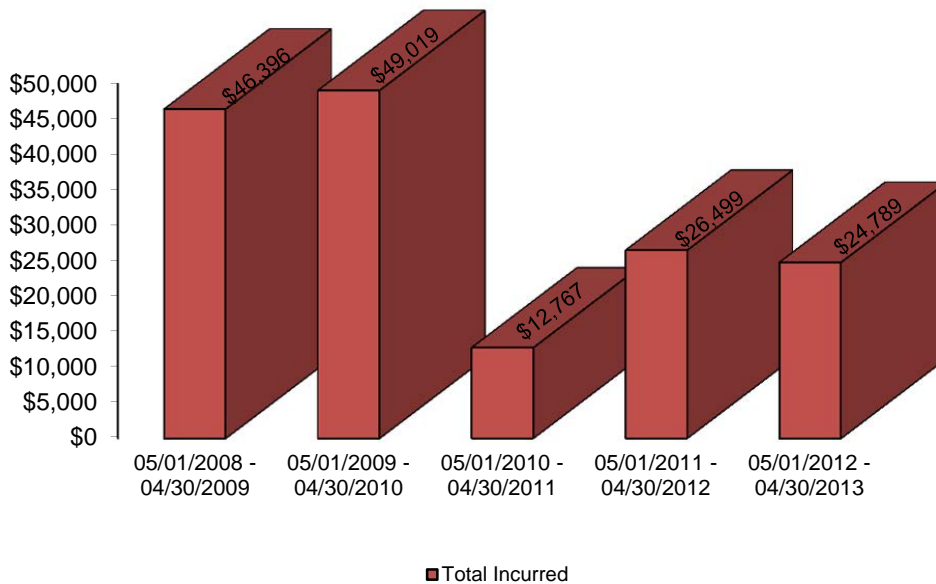
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 12



**Property & Casualty
 Claim Severity - Property
 by Policy Year
 05/01/2008 - 04/30/2013**

Policy Year	Total Incurred
05/01/2008 - 04/30/2009	\$ 46,396
05/01/2009 - 04/30/2010	\$ 49,019
05/01/2010 - 04/30/2011	\$ 12,767
05/01/2011 - 04/30/2012	\$ 26,499
05/01/2012 - 04/30/2013	\$ 24,789



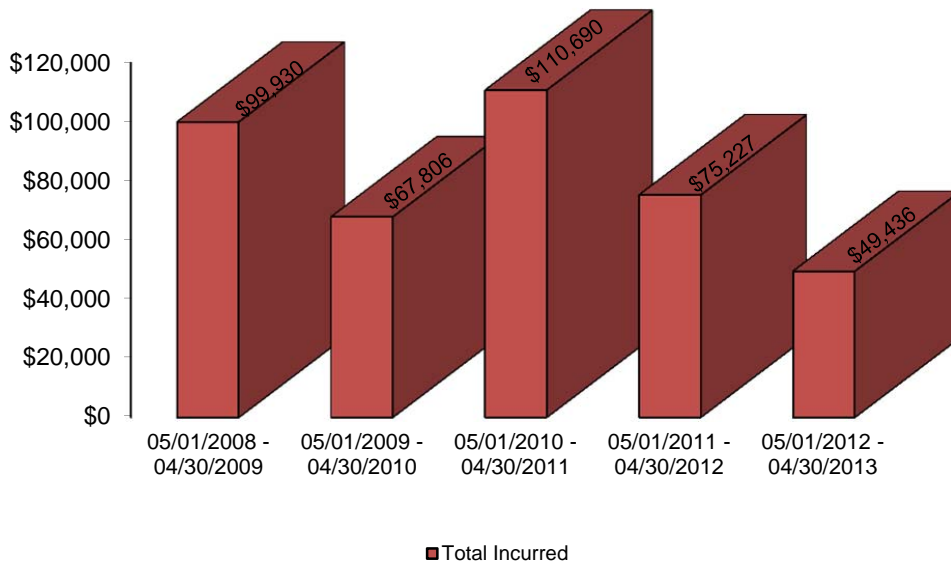
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 13



Property & Casualty
Claim Severity - Law Enforcement
by Policy Year
05/01/2008 - 04/30/2013

Policy Year	Total Incurred
05/01/2008 - 04/30/2009	\$ 99,930
05/01/2009 - 04/30/2010	\$ 67,806
05/01/2010 - 04/30/2011	\$ 110,690
05/01/2011 - 04/30/2012	\$ 75,227
05/01/2012 - 04/30/2013	\$ 49,436



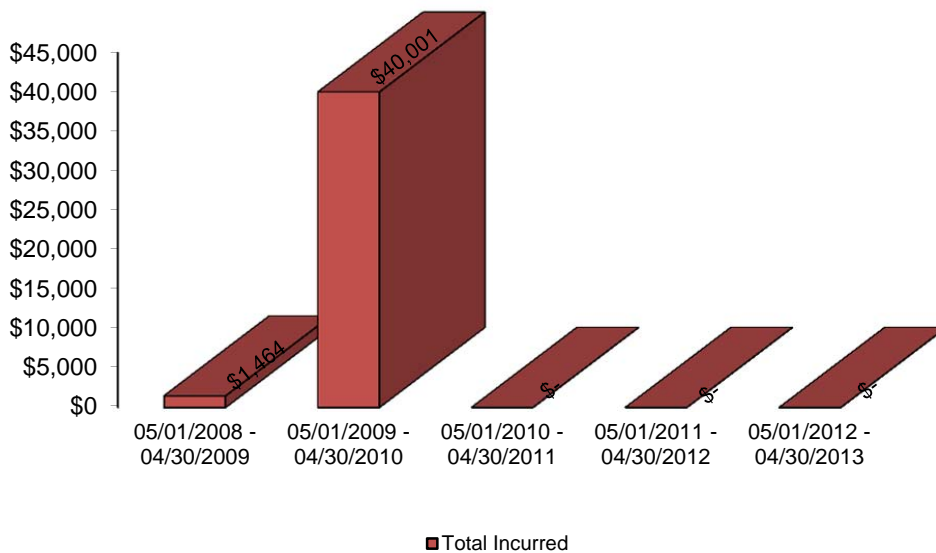
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 14



Property & Casualty
 Claim Severity - E&O
 by Policy Year
 05/01/2008 - 04/30/2013

Policy Year	Total Incurred
05/01/2008 - 04/30/2009	\$ 1,464
05/01/2009 - 04/30/2010	\$ 40,001
05/01/2010 - 04/30/2011	\$ -
05/01/2011 - 04/30/2012	\$ -
05/01/2012 - 04/30/2013	\$ -



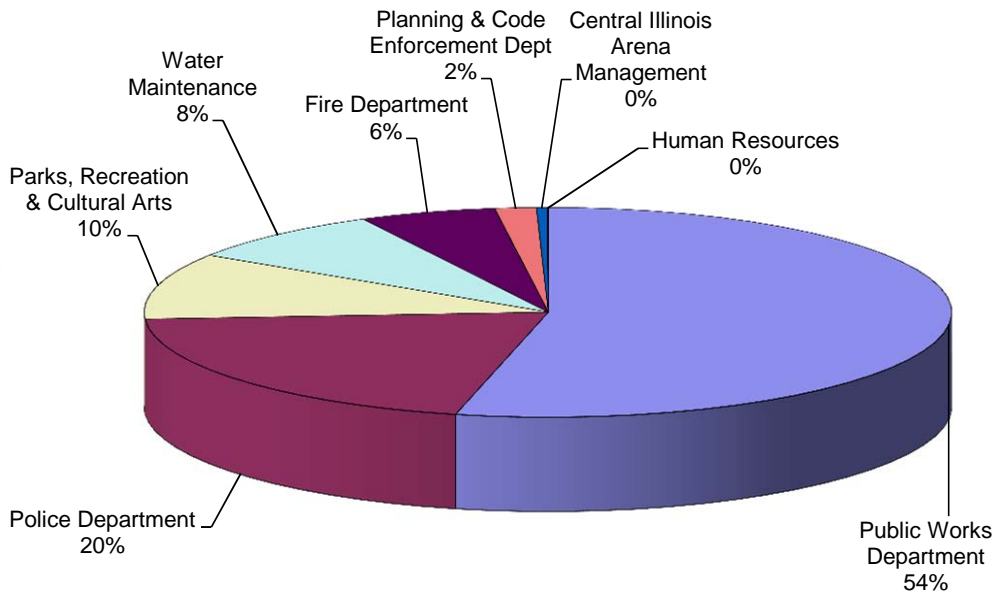
* Severity represents the financial cost of claims occurring in a specific policy year.

TABLE 15



**Property & Casualty
 Severity of Claims
 by Department
 05/01/2008 - 04/30/2013**

Department	Total Incurred
Public Works Department	\$1,520,558 *
Police Department	\$573,910
Parks, Recreation & Cultural Arts	\$289,006
Water Maintenance	\$234,380
Fire Department	\$154,643
Planning & Code Enforcement Dept	\$46,943
Central Illinois Arena Management	\$11,909
Human Resources	\$1,464 **



* - Claim #P616-09-02362-03 is included in this number with a Total Incurred of \$1,092,398.

** - Claim #P616-08-01208-01 is the claim for Human Resources - Claimant - COB

TABLE 16



Property & Casualty
Severity of Claims
by Coverage
05/01/2008 - 04/30/2013

Coverage	Total Incurred
Auto Liability	\$1,654,370
General Liability	\$1,018,972
Property	\$159,471





FOR COUNCIL: September 23, 2013

SUBJECT: Text Amendment to Chapter 21 Refuse regarding Discontinuing Refuse Collection to Housing with Five or More Units

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

STRATEGIC PLAN SIGNIFICANCE: Goal 1. Financially Sound City Providing Quality Basic Services. Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The City of Bloomington undertook a comprehensive look at refuse services, starting in April 2012. This process included staff research, Council discussion and public input. Among issues arising was whether to provide City service to apartments and mobile home parks. Staff research did not find an absolute template for service. To the contrary, experts told us that cities create their own templates based on the needs and desires of the individual community and its municipal staff and elected leadership. That said, a survey of nine Central Illinois communities revealed that Bloomington is the only city surveyed which provides extensive service to apartment complexes. Most did not serve residences with more than 4 units. Decatur set its cutoff at 6 units. Normal established service according to building structure type: Only house- and duplex-style structures are serviced.

Scope: Public Works statistics show about 1,800 individual residences exist in mobile home parks. The Water Department for the First Interim Report calculated that 62 apartment buildings with 413 units would be affected. The Water Department was unable to differentiate data for condominiums. If condominiums also are removed from service, the City would have to undertake a street-by-street survey to identify them.

Public policy issue: From a policy perspective, the issue hinges on how the City Council views apartments.

- If apartments are a “group of residences,” those residences should be served.
- If they are a “business,” the business owner – the landlord – should make arrangements for private refuse services.

Staff believes mobile home parks and apartments with more than 4 units on a parcel should be viewed as businesses. *Staff recommends that service be terminated for apartment parcels containing more than 4 units and for mobile home parks.*

Logistical issues: The second issue involves logistics. Every residence will be required to have at least one trash cart and is entitled to a recycling cart. This means 12 carts could be required for a six-unit building. Proper storage of the carts becomes a problem. Collection of trash and recycling poses another, as apartment complexes generally allow on-street parking. The City’s automated trucks must have curbside access to containers. A third question involves liability for carts. If tenants share the carts, as would make logistical sense, someone must be responsible and financially liable for the City-owned cart. (Should the Council decide to continue apartment

service against Staff recommendation, the City could opt to hold landlords financially liable for the carts.)

Central collection method: Public Works looked at the possibility of changing apartment service to central collection served by roll-off carts commonly called by the trademarked name Dumpsters. The Department found the cost to the City to be about \$180,000 for the truck plus the cost of the roll-offs and the additional labor needed.

Recycling implications: The Department was concerned that ending apartment and mobile home service would decrease the amount of material recycled. It believes, though, that the Council would be within its authority to license the private collectors and require that they provide recycling for apartment complexes and mobile home parks.

Bloomington Housing Authority: As the Bloomington Housing Authority (BHA) is not a business, City Staff recommends that the City continue providing refuse service. The City and BHA are in the process of producing an intergovernmental agreement for City Council consideration.

Time frame: The issue of apartment/mobile home service must be resolved before the City proceeds with the ordering and distribution of garbage carts and automated trash collection.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Lengthy research, including public discussion, has occurred over the past year regarding the full range of refuse services.

FINANCIAL IMPACT: Historically, the General Fund (or taxpayer) has subsidized City's refuse operations. Initially, the subsidy was 100 percent however, due to capital investments in equipment, the implementation of the recycling program and changes in management practices this subsidy has been reduced in FY2014 to 33 percent. The City will continue to analyze this fund since a 33 percent subsidy represents a total \$2.5 million dollars loss in uncovered costs. In FY2014 the budgeted General Fund subsidy or transfer is \$1,304,000, and is in addition to the depletion of Solid Waste fund balance of \$1,251,246. It is projected that by the end of FY2014 the Solid Waste fund will not have any fund balance.

Based on the FY2014 transfer only (without consideration of past transfers), it could be fairly stated, that the City taxpayer spends on average \$50.62 per apartment unit per year making payments on behalf of landlords. This poses a significant question: should the taxpayer be responsible for paying the expense of a business? Discontinuing service to businesses as defined above is recommended by City staff and would have an immediate effect on the health of the refuse program and the Solid Waste fund. Further this would facilitate general fund dollars being utilized for only general operations. Programs that are user based such as the refuse program are enterprise activities and should be supported by the appropriate user fees and cover all related costs.

Respectfully submitted for Council consideration.

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

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

Legal review by:

Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Solid Waste Report – Apartment Building References

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 2013-_____

**AN ORDINANCE AMENDING SECTION 300.1 OF CHAPTER 21
(REFUSE) OF THE BLOOMINGTON CITY CODE,
AMENDING THE SCOPE OF REFUSE COLLECTION SERVICE**

**BE IT ORDAINED BY THE
CITY COUNCIL OF THE CITY OF BLOOMINGTON:**

SECTION ONE: That Section 300.1 (a) of Chapter 21 of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

(a) The City shall provide refuse collection service from residential buildings with four units or less, but only for refuse generated by occupants of said residential buildings. The City will not pick up refuse from parcels with more than one residential building on the parcel. Refuse generated at another residence or business location will not be collected. Refuse shall be collected only under circumstances provided for herein.

SECTION TWO: That Section 300.1 (b) of Chapter 31 of the Bloomington City Code, 1960, as amended, authorizing refuse collection from mobile home parks under certain circumstances, is deleted in its entirety.

SECTION THREE: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION FOUR: That this ordinance shall take effect January 1, 2014.

SECTION FIVE: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution.

ADOPTED this ___ day of September, 2013.

APPROVED this _____ day of September, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



Final Draft Report outlining the
research and information examined in
the Solid Waste Program Analysis

Solid Waste Analysis

Final Draft Report

July 22, 2013



Respectfully Submitted by:

Alex McElroy, Assistant to the City Manager
Barbara J. Adkins, Deputy City Manager
Jim Karch, Director of Public Works
Robbie Henson, Solid Waste Supervisor
Patti-Lynn Silva, Director of Finance
Tim Ervin, Chief Budget Officer

Reports to Council

Inception Report

First Interim Report

Second Interim Report

✓ **Final Draft Report**

Final Report



indicated they used the service 3 or 4 times. Staff is recommending reducing the number of free buckets collected from 2 to 1; increasing the fee for additional buckets from \$25 to \$30; and eliminating bulk waste at the City's drop off facility (See Page 29).

1. Program Information



a. Solid Waste Practices in Central Illinois

To offer insight into the City's Solid Waste Program and current services provided within, City staff conducted a regional survey in summer 2012 of nine municipalities all providing varying levels of Solid Waste services. The survey information represents an update and expansion of a similar community survey conducted in 2009. Through narrative summaries and a chart, it is designed to provide snapshots of how Bloomington and other Central Illinois cities handle refuse. The report should be viewed only as such and not as a comprehensive database of Central Illinois solid waste methods.

While community comparisons are made, the reader is cautioned: Because of differences in communities, the services offered, to whom it is offered, and the service providers, exact comparisons are elusive. It is the ultimate goal to provide a perfect comparison but differences confound this process. Some examples include, Bloomington will collect large household items up to two loader buckets without charge – per week – while Decatur will pick up five items total per year free of charge. **Bloomington allows major apartment complexes to opt into curbside trash and recycling. No other city surveyed allows these businesses to opt into the service.** Champaign and Urbana collect a fee and contract for recycling at large apartment complexes. No other surveyed community performs this service. What this survey will provide is a look at services offered by nine communities, costs to the residents and costs to city governments.

The most valued number – cost per household – proved the most elusive. Complicating any attempt at estimation for various cities is the fact that many of them provide services indirectly through contractors and only to houses and small apartments. Further, we were surprised to find that some cities do not track their services as well as Bloomington and Normal. Some officials elsewhere did not have available the total number of households served. (One city official provided an estimate, and a check with U.S. Census data showed that the estimate was greater than the total number of households in the city, let alone the total receiving that city's services.) In the report's chart, the number of "households" is the total households in a city as provided by the U.S. Census Bureau, and many of these households receive no municipal trash service; they live in apartment complexes and pay through their rent.

For this report, staff exclusively selected communities in Central Illinois because these cities generally share a culture and an economy, whereas communities in major metro areas such as Chicago or St. Louis operate in different economic climates. The Village of Morton was included even though it is much smaller than others because Morton frequently gets referenced during Bloomington City Council meetings. The following table represents a brief description of all the information gathered in the survey. The City of Bloomington's Solid Waste Program profile is provided following the table below and extensive narrative descriptions of other municipalities' solid waste program characteristics may be found in Appendix 1.a. on page 23.

Bloomington

(*Updated, summer 2013)

Users: The City of Bloomington is the most inclusive of the nine communities spotlighted in terms of providing service and it has a reputation statewide for its wide breath of services. **Communities commonly exclude service to apartment complexes with more than 4 units. Bloomington allows apartment complex owners to opt-in for the full array of services. In Bloomington, mobile home parks are served; some communities surveyed exclude this service. Businesses must attend to their own collection needs in all the surveyed communities.**

Transition: In FY 2012, the City purchased four automated recycle trucks costing \$290,396 per vehicle for a total investment of \$652,158. By November of 2012, the City successfully completed the conversion to fully automated curbside recycle collection having deployed 17,679 recycle carts and commenced operations with the new vehicles. In May of 2012 (FY2013) two additional automated trucks were purchased with an optional left side automated arm for the ability to pick up carts on one way streets. In December 2012, the City Council authorized the purchase of 5 automated garbage trucks for a total investment of \$1,478,985. These vehicles will enable the City to complete the transition to a hybrid automated curbside garbage collection system with the retention of one manual collection crew with a rear loader vehicle and three staff members for routes which present challenges for automated vehicles. The new trucks are expected to arrive this August. Implementation of the new vehicles will be contingent upon future direction by Council. It is important to note that with this new equipment, the City will have only enough automated trucks to satisfy each collection route. The City does not have a backup automated vehicle to put into service in case one of these vehicles should need repair. Staff plans to bring to Council a request to purchase an additional automated vehicle for these situations.

Funding Gap: The City uses General Fund revenue to subsidize part of the cost of providing solid waste services rather than placing the entire cost on the users. FY2011 required a \$1,767,775 General Fund transfer to solid waste operations. FY2012 required \$1,500,000 from the General Fund and FY 2013 required \$1,304,000. In FY2014, the City has budgeted \$1,304,000 to be transferred out of the General fund to support solid waste operations. If the City is to eliminate this General Fund subsidy, certain changes will need to be made to current service levels and/or fees will need to be increased.

User fee: In 2012, the City Council increased the refuse fee from \$14 to \$16 per month per household, and city staff continues to examine ways to reduce the general revenue subsidy while maintaining service at a high level and at an attractive price to residents. The subsidy has dropped over the past decade as residents were asked to pay more directly, through user fees; the residential fee was \$5 in 2003. Automation marks one step in realizing efficiency. The actual impact of automation to the City's Solid Waste Fund is still too difficult to predict. It should reduce the number of workers needed for garbage detail, enabling the city to use them on other tasks. Safer conditions for employees and fewer worker compensation costs are also an expected result of this transition. Additional savings could also be realized if the City Council chose to discontinue City service to large apartment complexes (issue discussed in greater detail later in this report). With these savings also comes the higher capital expense for the vehicles. Future analysis must weigh the revenue gains experienced, both direct and indirect, with the capital investments.

Curbside household trash collection: The city intends to phase-in automated curbside collection. The trucks use mechanical arms to pick up city issued carts, just as was done with recycling carts. The automated system uses one person per truck as opposed to three-person teams who perform manual trash collection. The city will require cart usage within the affected routes. For an extended time, Normal had made the use of carts optional, and once it became mandatory the town noticed a dramatic increase in work efficiency.

Curbside recycling: The use of small recycling bins enabled fairly effective curbside recycling in Bloomington, but not without problems and limitations. The size of the bins was limiting and the lack of a top covering resulted in weather contamination and spilling of material onto the ground. Collecting the bins was

Landfill Costs

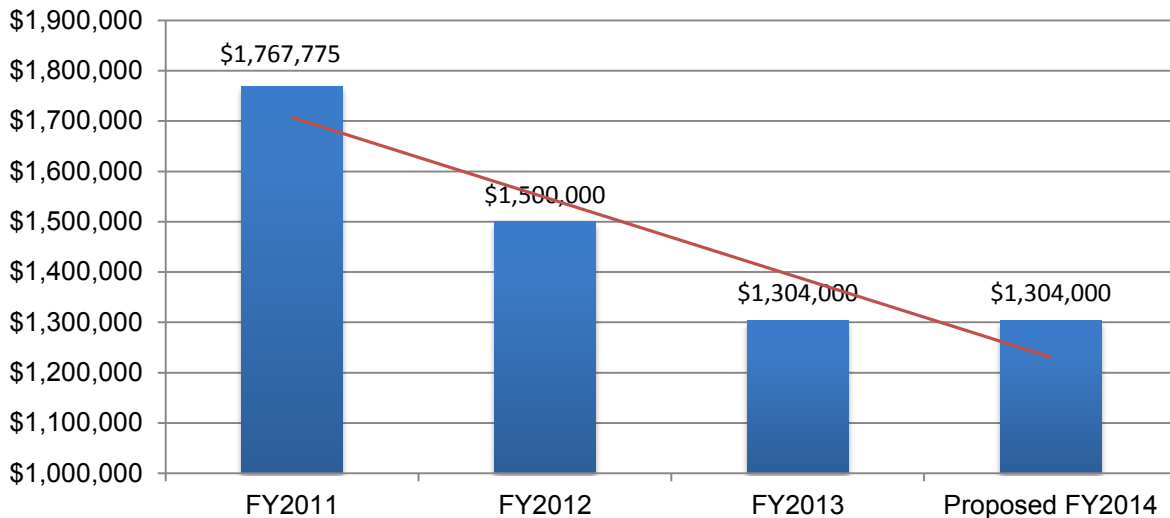
	Total Tons FY 2007	Total Tons FY 2008	Total Tons FY 2009	Total Tons FY 2010	Total Tons FY 2011	Total Tons FY 2012	Total Tons FY 2013	FY 2007 to FY 2013 Pct Chg
Garbage	20,641	20,393	19,933	19,782	19,301	18,955	17,705	-14.22%
Bulk	8,426	8,192	8,365	6,642	5,510	5,278	4,549	-46.01%
Landfill Tipping Fee Rate	\$34.00	\$35.41	\$36.89	\$38.89	\$39.90	\$41.49	\$43.15	26.91%
Total Year	\$988,256	\$1,012,195	\$1,043,905	\$1,027,632	\$989,976	\$1,005,445	\$960,251	-2.83%

Further workload performance data may be found in Appendix 1.b. on page 51.

c. Cost Analysis

In the Fiscal Year ending April 30, 2011, the City changed its accounting policies to establish the Solid Waste Fund, an enterprise fund used to account for the solid waste services provided by the City. The goal for removing Solid Waste operations from the General Fund to an Enterprise fund was for the Solid Waste Program to become self-supporting. This has been a long term goal and has not been successfully achieved. Costs for providing solid waste services have continued to exceed the amount of fees collected by the City under the City's current fee structure and service levels provided. The table below represents the City's subsidy levels from the City's General Fund to the Solid Waste Enterprise fund from FY 2011 to the adopted FY 2014 Budget.

General Fund Transfer to Solid Waste Fund



Transfers from the general fund have decreased 26.23% since the transition of the Solid Waste Program to an enterprise fund in FY 2011. This reduction may be in part due to several organizational and operational changes to the program. Over the past 3 years the City has experienced an average increase of 17.15% in recycle participation amongst residents which reduces the landfill tipping fees charged to the Solid Waste Fund. The 2009 policy implementation regarding the collection of bulk waste has also contributed to additional revenue for the program by requiring residents to pay \$25 per bucket load when exceeding the two bucket load limit per week. The policy change also eliminated the free collection of sod, dirt, concrete, rock, shingles, and other construction related materials generated by private contractors which may have contributed to the 37.36% decrease in bulk waste collected from 2006 to 2011. This policy change resulted in \$34,367 in additional revenue in FY 2011 \$29,029 in FY 2012, and a projected \$23,587 in FY 2013. The Solid Waste Fund has also

- Staff is already struggling with finding storage for the four different carts (2 for recycling and 2 for garbage).

To accommodate citizens who are unable to place the carts at the curb due to medical conditions City staff offers door step service where residents can place their trash bags on their front door step and staff will collect the items from there (staff estimates that we currently have 5 residences receiving this service). Staff also works with homeowners on placement issues which are typically resolved by outdoor placement with some sort of screening to comply with zoning regulations. The Town of Normal also provides similar door step service and stated that it also works with homeowners on placement issues which will comply with zoning requirements.

It is staff's recommendation to continue providing 65 gallon and 95 gallon cart options and to allow staff to continue to work with homeowners citing issues with the size of the containers.

3. Alternative Service Providers



There are several alternative service providers in the Bloomington-Normal area which provide similar solid Waste services to that of the City of Bloomington.

- a) Allied Waste services (a Republic Services Company)
- b) Henson Disposal (Peoria Area)
- c) Area Disposal (PDC Disposal)
- d) Casali & Sons Disposal
- e) Town of Normal
- f) Midwest Recycling

- a) **Allied Waste services (a Republic Services Company):** Provides waste management services for collection, recycle composting, transfer and disposal. Republic Services is America's second largest non-hazardous waste services company with over 2,800 contracts for municipal collection services in over 40 states. Republic also owns and operates more than 200 transfer stations and nearly 200 solid waste landfills, including the McLean County Landfill located at 2105 W. Oakland Avenue in Bloomington and the Bloomington Transfer Station at 2112 W. Washington Street in Bloomington.
- b) **Henson Disposal:** Offers residential waste management services providing weekly curbside pickup for household refuse, bi-weekly curbside recycle collection, bulk item disposal, and operates an electronics drop off facility. Henson Disposal currently provides trash services & rural container service to the following areas: Rural Bloomington, Normal, Downs, Towanda, Lexington, Leroy, Hudson, Carlock, Bentown, Holder, Merna, Heyworth, Wapella, Shirley, Covell, Danvers, and Lake Bloomington.
- c) **Area Disposal (Peoria Area):** Provides solid waste disposal and recycling services to 38 counties across central Illinois, including McLean County, and five counties in northeast Missouri. Area disposal also operates 4 landfill locations around the regional area including Clinton Landfill, Inc. in Clinton, Hickory Ridge Landfill, Inc in Baylis (formerly Pike County Landfill, Inc.), Indian Creek Landfill in Hopedale, and PDC #1 Landfill in Peoria.
- d) **Casali & Sons Disposal:** Provides weekly curbside & rural route collection services, weekly/bi-weekly/or monthly container service, call ahead bulk item removal, and commingled recycle collection. Casali & Son's currently hold contracts with the City of Gridley, Danvers, Hudson, and Downs, Illinois.

- e) **Town of Normal:** Provides municipal solid waste services with the provision of weekly curbside collection of household refuse, recycle, bulk items, and landscape wastes.
- f) **Midwest Fiber Recycling:** Provides single stream recycling for residential and business customers with operating facilities in Bloomington-Normal, Decatur, Springfield and Peoria. The City of Bloomington currently utilizes Midwest Fiber for the disposal of recycling materials. The City's current contract with Midwest expires in May 2015.

4. Regulatory Implications



Staff continues to monitor Federal, State, and local policy issues to ensure the Solid Waste Program remains in compliance and future legislation does not adversely affect the City's ability to provide solid waste services to residents. The major regulating authorities for the City's Solid Waste Program are the U.S. Environmental Protection Agency (US EPA), the Illinois Environmental Protection Agency (IEPA), and the Bloomington City Council.

Pertinent Federal Regulations

Under the US EPA regulations the City is required to staff the city owned and operated drop off facility located on East Street. In order to satisfy this requirement the City employs seasonal labor year round so that residents may drop off their brush, bulk waste, leaves, grass clippings, and appliances. This is a cost which may be subject to further analysis as this service is already provided curbside for paying customers.

Pertinent State Regulations

The Illinois Solid Waste Planning and Recycling Act (SWRPA) requires Illinois county governments to prepare, adopt and implement a twenty-five year municipal solid waste management plan. In 1991, the McLean County Board formally adopted an Integrated Solid Waste Management Plan (ISWMP) in accordance with the Illinois Solid Waste Planning and Recycling Act. The Act also requires that the adopted plans be reviewed and updated every five years. At each five year interval, any necessary or appropriate revisions are to be submitted to the Illinois Environmental Protection Agency (IEPA) for review and comments. McLean County's ISWMP has been updated four times since the adoption of the plan. In 1997, the Solid Waste Coordinator of McLean County prepared an update that satisfied the IEPA five year update requirement. In 2002, the McLean County Regional Planning Commission prepared the second five year update to the plan. In 2007, the Ecology Action Center provided Solid Waste Coordination services to Mclean County issuing the third update to the plan. Most recently, the Ecology Action Center completed the 2012 update to the ISWMP and issued the final report to the IEPA for review and comment. Goals outlined in the ISWMP focus on the following key elements:

1. Expansion of commercial and industrial recycling throughout McLean County.
2. Substantial expansion of residential recycling through a combined program of curbside collection and drop-off centers.
3. Continued composting and land application of landscaping waste.
4. Increased source reduction through an active educational and promotional program.
5. Development of opportunities for the recycling of construction and demolition materials.
6. Continued land application of sludge from wastewater treatment facilities.
7. Evaluated options for the separate collection and disposal of household hazardous wastes.
8. Increased opportunities for the recycling of bulky waste, tires, and motor oil.
9. Landfill disposal of wastes that are neither recycled or combusted.

2. Program Issues and Needs



a. Automated refuse and recycle collection services to apartment, apartment complexes, and condominiums

Introduction

As the City approaches automated collection of recycling and household refuse, it has encountered foreseeable obstacles, especially in regard to collection at apartment complexes and in older neighborhoods built before big garages and long driveways kept most parked cars off the street.

Indeed, a few of the neighborhoods were constructed back when a standard mode of transportation was a horse and a move to automated transportation meant a trolley and, for a few fortunate people, a new invention called the automobile. Through the years, buildings were constructed to accommodate high density housing without thought that someday street parking would hamper public garbage collection. And many of our houses within the central areas of the City recall a day when families were bigger and now accommodate multiple unrelated people who rent pieces of the now-divided houses.

Currently, operations are retrofitting modern collection and modern goals into old style neighborhoods and into dense multi-family areas. This task is possible, but there are big logistical questions along the way, as noted by staff and Council members over the past months. Currently, wheeled recycling carts in use and the garbage carts are coming. Thus, resolution of issues is needed. In this summary, staff presents recommendations and presents a variety of options for the City Council to decide upon. The issues and challenges presented are not unique to Bloomington. Every city that chooses automation faces obstacles. Bloomington's automation conversion experience is the norm.

City Goals

- Make recycling available to every resident of Bloomington.
- Vastly increase recycling while reducing landfill usage.
- Combine efficiency in recycling and garbage collection with good value and cost-effectiveness, while providing excellent services.

In some cases, goals collide. Some of the City's neighborhoods are not set up for maximum efficiency, and some Council options staff present in this summary are not the most cost-effective. Perfect answers are unattainable. However, the constant is the goal of access to recycling for all residents – a goal voiced clearly by a couple aldermen (without dissent from other aldermen) and by the City Manager on August 13. With this in mind, City staff respectfully presents the following recommendations.

Recommendations

Staff recommends that the City stop providing collection at apartments and condominiums with five or more units and at apartment complexes and condominium complexes. Owners/landlords of these buildings should be required to contract with private haulers to provide services. These private haulers should be required by ordinance to obtain licenses from the City to perform that function and be required to offer recycling to the apartment dwellings they serve as a condition of that license. In other areas of the City in which logistical issues prevent efficient, automated trash service (such as the downtown), the City should retain manual garbage collection. This means the retention of one manual garbage route while automating the other five routes. This is referred to as a "hybrid" collection system.

Overview

Cities decide for themselves what level of refuse service they offer, how the service is funded, who delivers that service and how it is delivered. There tends to be at least minor, and often major, differences between any two cities being compared. It doesn't make one city "wrong" and the other "right." There is no template to follow other than the one a given city's staff and municipal council determine to be the preferred service level and delivery for the particular city. Staff believes the best template for this City at this moment is for the City to provide service to single-family homes and to apartments with four or fewer units and that owners of commercial enterprises, including those involved in rental of larger apartment buildings and apartment complexes, should be required to establish their own refuse arrangements with qualified private haulers.

Staff views large apartment buildings and apartment complexes as business endeavors – rather than merely groups of households – and, therefore, believes that these businesses should be treated as other businesses: Required to arrange for their own refuse needs. The city's practice now, in staff's view, amounts to a subsidy for businesses that are engaged in residential rentals which is a cost passed on City taxpayers as a whole. However, logistical issues, not financial ones, pose the primary concern and motivate the staff to seek a service change. It is for logistical reasons that staff also recommends eliminating city collection to condominiums with five or more units.

Timing: The matter has been discussed in the past, but the issue presents an immediate logistical issue as the city switches to a more automated, more efficient and less labor-intensive service delivery.

Scope: Currently, the City collects about 26,000 residences. Of that, about 800 households fall within the definition of being an in an apartment or within an apartment complex or condo complex with more than four units.

Definitions of apartments: When we discuss an "apartment" building in this memo, we refer to a building constructed for the purpose of rentals and containing more than two units, or a single-family house that has been divided into more than two units for rentals. An "apartment complex" means:

- Two or more structures built as multiple-family dwellings.
- And containing three or more units per building.
- And located next to one another.
- And coming under common ownership.

Not counted as a "complex": A landlord might own two converted houses next door to each other with each containing four units. This does not constitute a "complex" *unless the houses are on a single lot.*

Logistical Issues

The city has shifted from collection of recycling bins to use of 95-gallon and 65-gallon wheeled carts. A mechanical arm attached to the recycling truck will pick up a cart at the curb and empty the cart into the recycling truck. In most neighborhoods, the system will be extremely efficient. However, City employees, certain homeowners, landlords and tenants simply cannot easily accomplish recycling at apartment complexes. Further, the city will soon require carts for of household trash. Again, this will be difficult to achieve, as designed, at apartment complexes.



Storage illustration: Trash-can storage areas, such as this one at an Eisenhower Street complex, will not accommodate a multitude of wheeled carts.

Storage

A major problem is *storage*. Imagine an apartment complex with multiple two-story buildings with each building containing eight units. If the City attempted to automate apartment recycling and trash collection, every resident would be entitled to a wheeled recycling cart and a wheeled trash cart, too. Where would these carts be stored? At many apartment buildings, the existing storage areas are too small for cart storage. The carts are too large to be stored inside apartments (even if assuming the carts are kept in optimal sanitary conditions). Also, upper-floor residents could not possibly be asked to bring the carts up and down apartment stairs. The 95-gallon carts alone weigh approximately 40 pounds each.

Theoretically, the carts could be stored outside the building – if there is room behind the building. If using side yards, the landlord would be required to build some sort of storage areas such as wooden fencing to block the view of the carts from the street. City ordinance currently states: Carts and trash containers should not be visible from the street. It is not too much to ask a landlord of a four-plex, three-plex or duplex to provide trash and recycling cart storage for tenants. However, for the apartment complexes, with many buildings and a multitude of carts, the storage requirement becomes, what staff considers to be, burdensome.

Option: Shared carts. In an ideal situation, tenants in our hypothetical eight-unit apartment building could share carts, but that opens another problem: Who is responsible for a given cart? These carts are expensive and they are issued to customers at specific addresses and not to groups of customers. A resident who damages a cart is responsible for paying for a replacement under current plans. Who will pay for a replacement cart if it is shared by multiple households at an apartment complex and no one steps forward to take responsibility? This will be an issue even if the Council eliminates service to major apartments and complexes. Staff considered options:

- Landlords and tenants could be made “jointly and severally liable” for the cost of a cart in a similar manner as they hold joint and several liability for water bills. If a tenant does not

pay his/her water bill, ultimately the landlord must. Similarly, if a wheeled cart is damaged, lost or stolen, the landlord ultimately assumes responsibility for replacement.

- Another potential option is to place the responsibility of the carts squarely on landlords. Carts would be issued to them and they would be responsible for replacements.
- The only other option we can think of is that the City government replaces the cart and accepts the cost.



Photo illustration: Cars parked at apartment complexes would block the City from using automated wheeled cart pickup as designed.

Parking

A second problem is ***parking***. Outside apartments, cars line the streets during the day. Fully automated curbside collection becomes impossible. Instead, wherever a car blocks a cart, the driver would have to exit the truck, wheel the cart to the truck, get back into the truck, load and empty the cart with the automated lift, exit again and wheel the cart back to the curb. The driver would repeat the process for every cart with a car parked in front of it. It can be done, but not efficiently. In most neighborhoods, this will be an occasional inconvenience. In front of large apartments and at apartment complexes, this would be the norm. It provides an argument against continued service to these multi-family areas.

Should the Council reject the staff recommendation and continue service to apartment complexes, logistical issues remain. Many of those complexes would be candidates for manual collection but there are other alternatives.

Option: Parking bans. Parking bans on collection days could solve the parking issue at apartment complexes and in parking-heavy neighborhoods – but only by creating a new problem of parking for affected residents. Parking bans would be highly unpopular and hard to enforce. Staff *recommends against* parking bans. They may be effective in other cities, but staff doesn't believe it a good answer for Bloomington.

Option: Central collection at apartments. An answer for apartment complexes might be to establish central collection points for the carts, rather than curbside collection. This would entail extensive deliberation and site visits with landlords to customize procedures for various apartment complexes. The Solid Waste Division would need another employee to achieve the task. Furthermore, lack of cart storage might require shared carts among tenants as discussed earlier.



Roll-offs: The landlord at 302-310 S. Madison opted out of City service and instead uses roll-offs for trash and recycling. Parked cars (right) rule out automated collection in front of the apartments there.

Option: Roll-offs: Apartments also could be served with **roll-off trash containers** commonly known by the trademarked name Dumpster. Wheeled recycling carts could be placed near the roll-offs. Or, the apartments could be served with large recycling bins similar in size to Dumpsters. However, the City possesses no trucks equipped to collect roll-off containers (Dumpsters). Theoretically, the City could buy a truck to handle roll-offs, plus the roll-off garbage containers and recycling containers. Staff would *recommend against* this option because of the added expenses. Costs:

- Estimated \$180,000 for the truck.
- Plus the cost of the containers.
- Plus one new union employee to operate the truck.
- Plus neighborhood disruption. The truck would in many cases block the street during a fairly slow emptying process; most commercial Dumpsters get emptied in the middle of the night.

Options for the City Council

Whatever City leaders decide to do, decisions should come soon, before the City starts distributing trash carts to residents. Here are some of the alternatives addressing various issues for Council consideration:

Council option: Discontinue some apartment services: As recommended, the City Council decides to require landlords of apartment complexes and apartments with more than four units to make their own collection arrangements with private haulers. Also excluded from service are rooming houses, condominiums with more than four units and condominium complexes with more than four units. Note that four is a common cutoff. The Council could decide upon six or more, or seven or more. However, as the density grows, so do the logistical problems.

- Pros: Many of the logistical issues are solved while apartments still are served by qualified haulers.

- Cons: The City loses direct control of services. Many landlords and tenants may oppose the change, as they for years have been benefiting from quality City service at an attractive price. They and members of the Council might feel as though the City is abandoning residents. Private haulers may have higher rates, and those rates will get passed on to tenants, many of whom are lower income. Or, haulers may reduce the scope of services, such as large-item pickup. Public housing residents become excluded from service. (However, see BHA option later in this report.)

Council option: Retain apartment service: The Council decides against the staff’s recommendation and decides to retain collection at apartments as a City responsibility (with landlords being able to opt-out and make their own arrangements, as is currently the case). Public Works employees continue to provide the best service possible under Council guidelines. An outline of options within this option follows.

Council sub-options: Collection at large apartments, complexes.

- Automated but inefficient: The City collects in apartment complexes and does so with residents using carts. Cart collection occurs in an inefficient manner: Exit truck; wheel cart to truck; empty cart with mechanical arm; exit truck again; wheel cart back to curb. Repeat. This option leaves unresolved the logistical issue of storage discussed in the memo.
 - ✓ Pro: Lesser chance of worker injury.
 - ✓ Con: Highly inefficient.
- Automated, case by case: The City works through logistical issues on a case-by-case basis with landlords/owners.
 - ✓ Pro: The system will be tailored to precise needs at each precise locations.
 - ✓ Con: Doing so would be time-consuming; it requires discussions and site visits with dozens of property owners. Additional staff would be needed. As one industry expert put it, “It’s a study in itself for every building.”
- Parking bans: Discussed above.
 - ✓ Pro: Enables efficient cart collection.
 - ✓ Con: Will be unpopular and hard to enforce.

Council option: Recycling drop-off bins: With the goal of making recycling available to all in the City, Bloomington sets up drop-off boxes similar to those used for years by Normal. Staff *recommends against* their use for the reasons listed under “Cons” below.

- Pros. It helps the City attain its goal that 100 percent of residents have access to recycling. Even those living outside town can recycle.
- Cons: Cost. The truck to pick up the bins costs about \$180,000, and then the City would have to pay for the bins (about \$10,000 each) and a driver for the truck. Also, non-residents will use the drop-points, meaning the City would subsidize recycling costs of non-residents. Normal has had difficulty getting commercial landowners to allow them onto their property. Bloomington would expect the same.

Public Policy Outlook and Apartments

The public policy issue of services or non-service to apartments comes down to this: In terms of providing refuse service, should larger apartments and complexes be treated like businesses or should they be considered part of the residential community. Staff believes apartments are the undertaking of private businesses (with the exception of public housing structures). Beyond four units, an apartment complex starts becoming a serious business endeavor.

Trends in refuse collection: It is common among our neighbors to leave refuse hauling at most businesses, including apartment-complex businesses, to the private sector. Normal, for example, collects only at houses,

and duplex-style structures. Decatur limits city services to apartments with six units or less. A common standard is city collection or city-regulated collection at apartments with four units or less, and that is the standard used in Peoria, Pekin, Springfield, Champaign, Urbana and Morton, and Morton allows four-plexes to opt out. Champaign and Urbana governments involve themselves with recycling at all residences, including complexes, but they charge a recycling fee to pay the full cost (\$2.50 per month per household in Urbana and \$2.60 in Champaign).

City staff wanted to ascertain what percentage of cities statewide, regionally or nationwide offer city services at apartment complexes. We contacted various sources but were unable to find data. We are not sure there are any readily available public documents. Two of the experts contacted were:

- ISU economics professor David Loomis. An ecology specialist, Professor Loomis undertook searches on the Internet and using the Milner Library databases to see whether he could find material of which he was unaware. He found none pertaining to the question.
- Marc J. Rogoff, Phd., who is project director for SCS Engineers in Tampa, Fla., and a member of the Waste Management Committee for the American Public Works Association. His firm conducts studies on solid waste methods for municipalities and his work with APWA continually places him in conversations about municipal refuse. Mr. Rogoff knew of no studies and stated that the only standards when approaching automation issues, in his opinion, are the ones that individual communities decide fit their particular circumstances.

Financial Implications and Apartments

City subsidy: The financial issue does not drive the recommendation to end service at large apartment, condos and complexes. Nonetheless, the Council should know that the City government – i.e. taxpayers in the City as a whole, subsidized solid waste services to all households by an average of about \$50 per household per year in FY 2012. That amounts to an annual total of \$40,000 (800 units in question x \$50 per unit) for the apartment units in question. Thus, it can be stated that the City subsidized the housing rental industry's refuse services.

Hidden cost: A hidden cost to moving collection at large apartments from the City to private haulers involves wear and tear to streets. No dollar cost is affixed, but common knowledge tells us that multiple trucks from multiple haulers driving through the City to serve apartments will increase wear on the streets.

Implications for landlords and tenants: Ultimately, the consumers/tenants would pay any increase in cost that might occur if the City stops serving apartment complexes and apartment buildings larger than four-plexes. Owners/landlords would pass along costs, just as they pass on cost of property taxes. Landlords operate in the black, not the red. Landlords, however, may believe the change to be inconvenient and may argue against the change, as may tenants. Of particular concern to landlords will be the loss City large-item pickup. Tenants leave loads on curbs during move-outs, and the City adds no direct cost to landlords unless the load volume on a given day outside a given building exceeds two end-loader buckets.

Apartment tenants would be freed of the \$16 monthly City refuse fee. Tenants may or may not pay more, in the end. Competition should keep prices affordable. However, the costs passed to them from their landlord would depend on the hauler used and the level of service arranged by the landlord and hauler.

A comparison of municipal services between two cities might help Council members visualize the difference in costs and services. Here, we compare the costs and service levels in Bloomington versus Springfield for a tenant in a four-plex apartment. (Springfield does not service larger apartments and complexes.)

- Springfield: \$12.25 per month for trash and recycling; \$1.50 per bag of compost except during fall/spring free pickup periods; three-item maximum for large-item pickup *per year*; private haulers will pick up additional items for added charges.
- Bloomington: \$16 per month for trash, recycling and yard waste (except grass). Seasonal leaf collection at no added cost. *Weekly* large-item pickup at no charge for the first two end-loader buckets; \$25 per bucket after that.

Impact on Apartment Buildings

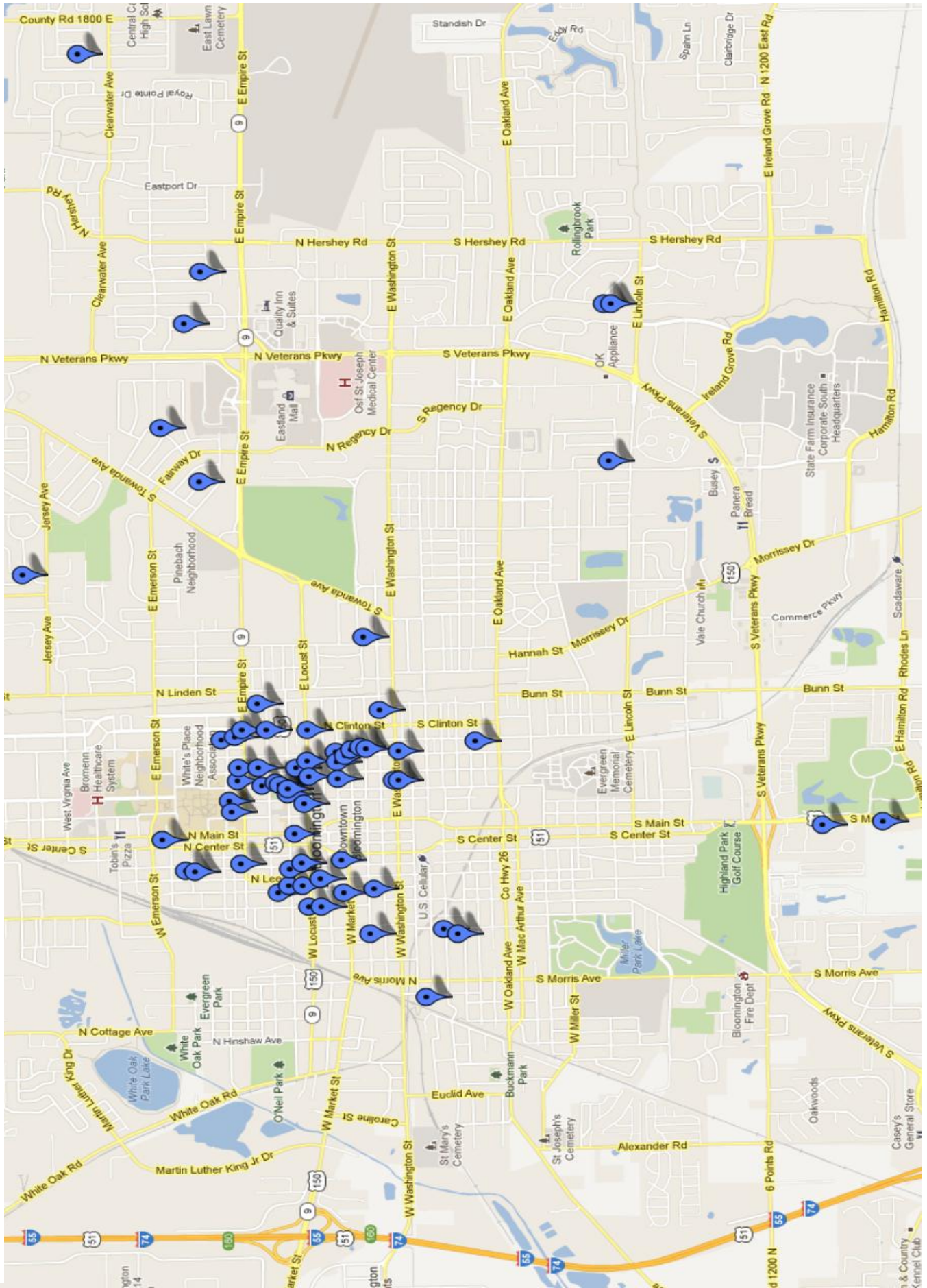
It was staff’s recommendation that the City stop providing collection at apartments and condominiums with five or more units. It was recommended that owners/landlords of these buildings be required to contract with private haulers to provide services. Staff recommended that these private haulers should be required by ordinance to offer recycling services to apartment dwellings they serve. In other areas of the City in which logistical issues prevent efficient, automated trash service, the City should retain manual garbage collection. This means the retention of one manual garbage truck while automating the seven routes.

Council asked staff to research how many buildings and/or businesses would be affected by this change in policy. Staff utilized the PACE Department’s database to identify all of the apartments within City limits and cross referenced these addresses with the Water Department’s refuse billing records to identify those buildings/businesses receiving municipal refuse collection services. In a previous report issued to Council, Staff surveyed 9 municipalities (including Bloomington) and their policy on servicing apartment buildings. **Of the 9 surveyed, 7 municipalities (either through provision of service provided by City crews or contract with private hauler) did not provide collection service to buildings with more than 4 units.** Decatur allows 6 units buildings to opt into the service and Bloomington allows any apartment or condominium.

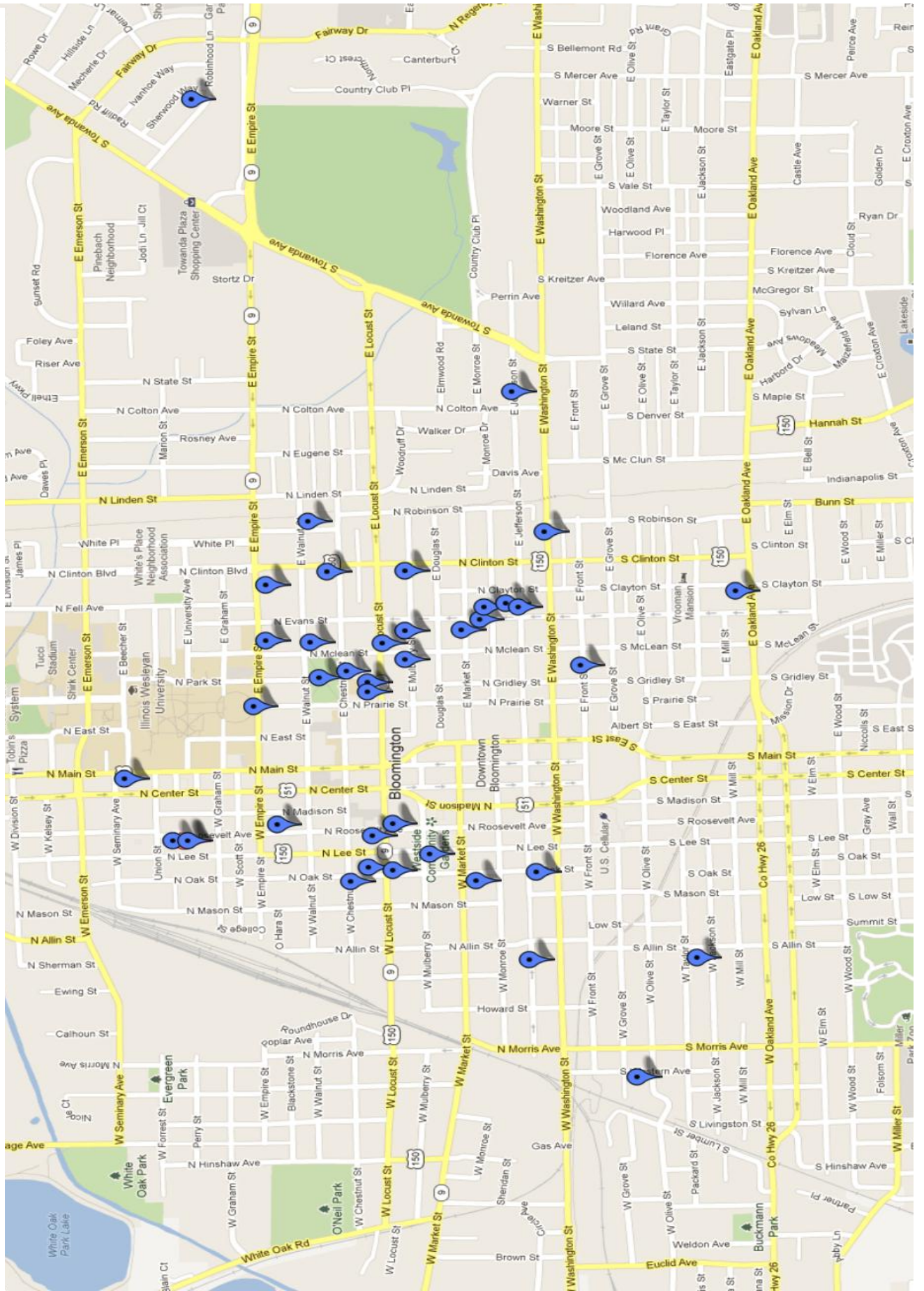
	Number of Buildings in Question	Number of Units in Question	Pct of Units Based on Total Customer Base
5 Unit Apartments	25	125	0.48%
6 Unit Apartments	17	102	0.40%
Total 5-6 Unit Apartments	42	227	0.88%
Total # of Buildings with Less Than 11 Units	59	356	1.38%
Total # of Buildings with More Than 10 Units	3	57	0.22%
Total Apartments in Question	62	413	1.60%

The results showed 42 buildings containing 5-6 units in municipal limits receiving refuse collection services containing a total of 227 units or 0.88% of the City’s total customer base of 25,774. This list includes homes having been converted into rental properties or Victorian style homes retrofitted to apartment units operating as apartment structures. The total apartments in question (all those consistent of 5 or more units) was 62 buildings comprising 413 total units or 1.60% of the City’s total customer base of 25,774. Below are two maps identifying apartment locations in Bloomington. The first map identifies all of the apartment locations having 5 or more units receiving municipal refuse collection services and the second map displays all of the apartment locations identified as having between 5- 6 units receiving collection services.

All Apartments with 5 or More Units Receiving Municipal Trash Service



5 – 6 Unit Apartment Locations Receiving Municipal Trash Service

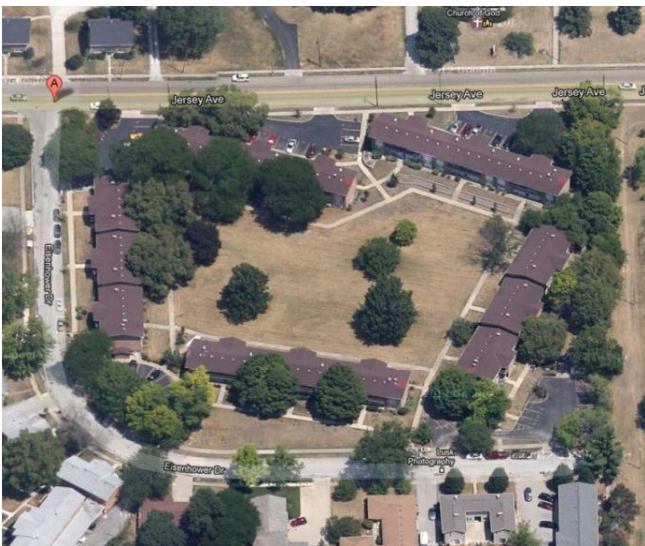




Roll-offs: The landlord at 302-310 S. Madison does not receive City service and instead uses roll-offs for trash and recycling. Parked cars (right) rule out automated collection in front of the apartments there.



Single Stream Commercial Container used by Allied Waste for the collection of recycle materials at larger apartment buildings due to logistics and issues seen in the picture to the right.



John Turnquist, property owner of the 5 12-unit apartment buildings located at Jersey Avenue & Eisenhower Drive (pictured to the right) opted out of City service after 23 years of being a City customer. Mr. Turnquist stated that there was no space for the containers and that the on street parking currently provided would not accommodate curbside automated collection.

Staff Recommendation for Automated refuse and recycle collection services to apartments, apartment complexes, and condominiums: One option for providing service to apartments, previously discussed in the First Interim Report, is the provision of roll-off containers. Allied Waste services larger unit buildings with single stream commercial containers for recycle materials and single

location roll-off trash containers for non-recyclable materials. This may however, be a rather costly option as the City does not currently have the equipment required for the roll-off containers. Staff would **recommend against** this option because of the added expenses. Costs:

- Estimated \$180,000 for the truck.
- Plus the cost of the containers.

- Plus one new union employee to operate the truck.
- Plus neighborhood disruption. The truck would in many cases block the street during a fairly slow emptying process; most commercial Dumpsters get emptied in the middle of the night.

Staff would be in support of the City contracting out solid waste services to apartments. A contracted service would allow the City to require the provision of recycle services to the apartment buildings for a potentially lower cost than purchasing the needed equipment and manpower to provide the service in-house.

Other Matters for Consideration

Downtown: Downtown cannot accommodate automated collection because of logistics. Staff recommends no change to Downtown service. It would retain weekly manual pickup but without bulk pickup. Recycling carts are stationed outside the Tiltons' Fox & Hounds building.

Bloomington Housing Authority: BHA property falls into a gray area. In Bloomington, BHA operates Kane Homes, Holton Homes, Sunnyside, Evergreen, Woodhill Towers, Woodhill family units and at least four group homes for persons with disabilities. These properties *act like* apartment buildings/complexes in terms of logistics of refuse services. However, the landlord/owner has no profit motive and isn't a business. If the City Council chooses, it could enact the staff-recommended change to end collection at apartment complexes but could exempt BHA property. Clearly, BHA properties lack storage and cannot be served with the wheeled carts. Public Works could continue to serve these dwellings with the existing system of manual garbage collection and blue-bin recycling. That would match the wishes that the Housing Authority's maintenance supervisor conveyed to staff, and it would be staff's recommendation.

Sororities and fraternities: Illinois Wesleyan University's off-campus fraternities and sororities *act like* bordering houses but also operate without profit/business motivation. The Council could choose to grant them exemptions as well. Some of them already are using recycling tote carts under special collection arrangements with the City.

Private haulers, licensing and recycling: Private haulers already work in the City, collecting for businesses and for apartment complexes whose owners have opted out of City service. They include Allied Waste (Republic), Area Disposal (PDC/Area), Henson Disposal and Casali & Sons. They could be licensed now, under existing ordinance. City staff believes a license requirement and requiring that they offer recycling services in residential areas serves two purposes. First, it helps control quality and limits the number of haulers working in the City. Secondly, it ensures the City keep intact its mission to encourage recycling and divert recyclables from landfills. Staff recommends that private haulers and landlords/owners be required to offer recycling at residential units *regardless of whether owners/landlords have opted out of City service and regardless of whether the Council decides to retain or end refuse service to apartment complexes.*

Apartment Owner's Perspective

Much similar to the City's solid waste focus groups held with citizens in April 2013, the City also asked apartment owners to join the City in a conversation about staff's recommendations to Council. City staff mailed all apartment owners receiving City solid waste services an invitation to attend an afternoon or evening session on April 10 at 1:00 p.m. and/or April 11 at 7:00 p.m. There were a total of 25 apartment owners and apartment staff members that attended the two meetings. Lynn Montei served as the facilitator for the meetings, guiding the discussions and recording the responses from the attendees. City staff provided a 15 minute presentation to the participants highlighting the options identified and staff's recommendation to discontinue service to

apartment buildings with 5 or more units. The following are the notes and information gathered based on the apartment owner's conversations with staff and the facilitator:

Landlords and Condominium Owners

April 10, 1:00pm Input Session – 16 attendees

These questions or prompts were offered as ways of helping table groups start their conversations. Some groups used them and some did not.

- What you appreciate and value about your current solid waste disposal services
 - Your perspective on automation, storage, parking and equipment expense
 - Your ideas/alternative solutions
 - Your ideas/experience on private hauler options, licensing or other aspects of the issue
 - Other input/advice
 - Comments on provisions regarding general residential customers
1. Recycle container for my 6 units
 - a. 1 container is satisfactory for all 6 units every other week
 - b. No more than 2 or 3 garbage cans go out each week for the 6 units
 - c. At 503 E. Walnut – 2 units – 3 people and my residence-2 of us-for all 5 people in the 2 units + home, I normally have 1 garbage can/wk and 1 recycle cart every other wk which is normally not full
 - d. My \$16/unit pays for 2 or 3 garbage cans picked up per week + 1 recycle cart every 2 weeks
 - e. Figure out some system for charging all property owners to call for a scheduled pickup of the big stuff; impose fines for leaving the stuff out for more than a few days.
 - f. Encourage adjoining property owners to put their trash out together to eliminate truck stops
 2. Any charge of cost should be spread across all property owners – all 25,000+ pickups
 - a. Single family homes require 1 stop just like apartment buildings
 - i. They have a garbage can and every other week a recycle cart
 - ii. On a per unit basis there is less picked up in a 6 unit stop vs a single family stop
 3. I'm willing to pay more/unit so long as the single family unit pays the same/unit cost-for the above mentioned reasons
 4. The city service is more reliable, I assume, when it comes to all kinds of waste. The regular scheduled days works great.
 5. Footprint of property – request exception for properties with no accessibility for pickup
 6. Apartments produce less waste than single family residences.
 7. Need to focus on bulk waste costs.
 8. Could consolidate 5 containers → 2 carts

Table 2

1. Bulk pickups – dedicated day to pick up furniture, leaves, etc. Like ~~“tire”~~ day
2. Carts-sharing 1 cart per 1.5 units
3. Historical Districts, land locked lots
4. Dumpsters/roll offs – PACE requirements?
5. Properties where there is not a problem

6. Offer bulk pick up only – no recycle, no trash

Table 3

1. Yard waste pick up – do it biweekly with a fee
2. Eliminate trash fees from water bills
3. What happens with stolen carts? PD won't do report for < \$1,000 loss (Normal)
4. When is final decision made?
5. How many staff members will be eliminated?
6. How much notice will be given if the change is made? Customer service is already a problem with private haulers.
7. City doesn't plow alley where a cart has to be placed. Will plowing routes change to accommodate this?
8. Are businesses listed as alternative service providers already licensed? If private hauler licenses have a fee, it may be passed on to customers. Consider waiving license fee.
9. Increase bulk charge and decrease the amount of pick up before fee starts. E.g., we charge \$25/bag of trash left in an apartment to adjust for our employee's time. Maybe the City should charge accordingly.
10. Illegal disposal

Table 4

1. Eliminate the policy that when opted out and a second offense occurs where anyone puts bulk waste at the curb, a lifetime opt-in is imposed. Would rather be fined or charged.
 - a. Young America Realty would support the elimination of solid waste services in order to avoid an –automatic opt-in”

April 11, 7:00pm Input Session – 9 attendees

Table 1

1. Would have liked earlier notification that the solid waste program was being analyzed, and would have liked to provide information via questionnaire at the beginning of the process and throughout
2. Would have liked time to digest the materials presented to be prepared for the meeting
3. Current service is excellent
4. This landlord is diligent in day-to-day management and care regarding refuse, and takes care of own bulk waste by dropping off at the bulk waste drop-off site
5. Concerned about City employees who may lose their jobs as a result of program changes. These are wonderful, caring people.
6. Would like to have time to understand the impact
7. Wants the drop-off facility to expand hours of operation to increase functionality

Table 2

1. Bulk waste pickup is appreciated and needs to be continued. If costs must increase to do so, that is okay.
2. Automation is a great idea.
3. Case-by-case review is the way to go → could be a win/win
4. Concern about use of dumpsters
 - a. No room for them
 - b. A nuisance to neighbors
 - c. Noise

The following pages come from the First Interim Report regarding apartment recycling in Champaign and Urbana



FOR COUNCIL: September 23, 2013

SUBJECT: Text Amendment to Chapter 2. Administration, Section 15, Establishing the Third Monday of Each Month as a Meeting of the City Council As a Committee of the Whole

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

STRATEGIC PLAN LINK: 5. Great place - livable, sustainable City. Objective 5a. Well planned City with necessary services and infrastructure; and Objective 5b. City decisions consistent with City policies.

BACKGROUND: For several months, the Council has experimented with a pilot program holding work sessions involving smaller portions of the Council meeting as committees. The Mayor, City Manager and many Aldermen have expressed a desire to try a different approach. At the last Council meeting, staff was directed to prepare an ordinance setting aside the third Monday of each month as a time when the entire Council would meet as a Committee of the Whole. The ordinance before you tonight does this. Agendas for the meeting would be prepared by the City Manager in consultation with the Mayor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachment: Attachment1. Ordinance

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 NUMBER 2013 - _____

AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE,
ESTABLISHING THE THIRD MONDAY OF EACH MONTH
AS A MEETING OF THE CITY COUNCIL
AS A COMMITTEE OF THE WHOLE

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

Section One: That Chapter 2 of the Bloomington City Code, 1960, as amended, is further amended by adding the following underlined language to Section 15 of Chapter 2:

Chapter 2 : Section 15 : Meetings - Regular and Adjourned.

Beginning January 2012, regular meetings of the City Council of the City of Bloomington shall be held on the second and fourth Monday of each month at the hour of 7:00 p.m. in the Council Chambers of the City Hall in the City of Bloomington, Illinois, or at such other place in said City as the Council shall designate; provided, however, that should any such regular meeting fall upon any holiday recognized by and under the laws of the United States or the State of Illinois, then said regular meeting so falling on said holiday shall be held on the day following such regular meeting date at the same hour and at the place aforesaid.

An adjourned meeting may be held for the purpose of completing the unfinished business of a regular meeting at such time as may be determined by the Council.

On the third Monday of each month at 5:30 p.m., the City Council shall meet as a Committee of the Whole. The agenda for such meeting shall be prepared by the City Manager in consultation with the Mayor.

SECTION TWO: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION THREE: That this ordinance shall take effect ten days after the date of its publication.

SECTION FOUR: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution.

ADOPTED this ___ day of September, 2013.

APPROVED this _____ day of September, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk