COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, November 25, 2013.

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

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

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

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

Staff absent: Todd Greenburg, Corporation Counsel.

The following was presented:

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

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of November 12, 2013 and Work Sessions of September 23, 2013 and November 12, 2013 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of November 12, 2013 and Work Sessions of September 23, 2013 and November 12, 2013 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin the reading of the minutes of the previous Council Proceedings of November 12, 2013 and Work Sessions of September 23, 2013 and November 12, 2013 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on (Wednesday, November 20, 2013) by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment to John M. Scott Health Resource Center

RECOMMENDATION/MOTION: That the Appointment be affirmed.

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

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

BACKGROUND: I ask your affirmation of the following appointment:

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Appointment be affirmed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Severance Agreement for Todd Greenburg

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

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

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

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

1. The agreement recognizes Mr. Greenburg's unique position and his extended service to the City.

2. While Mr. Greenburg will receive three (3) months of "severance pay" under the terms of the agreement, he will also be available to the City during that time period to perform any work assigned by City Manager David A. Hales. Mr. Greenburg will also be available to answer any questions regarding ongoing legal matters. The severance agreement will therefore help facilitate a smooth transition in the City's legal department.

3. The severance agreement includes a standard, broad waiver of legal claims that Mr. Greenburg could have made against the City. While we are not aware of any grounds for liability, the waiver of claims provides certainty and will help the City avoid potential legal expenses in the future.

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

- Upon execution of the severance agreement by the City, Mr. Greenburg will cease to perform any and all work for the City unless specifically directed by the City Manager. Mr. Greenburg will submit a letter announcing his retirement. The effective date of the retirement letter will be 90 days from the date he executed the severance agreement.

- The City will maintain Mr. Greenburg on its payroll for three (3) months (the "Severance Period.")

- Mr. Greenburg's salary will be increased to $119,458.36 (a 2.1% increase), effective July 16, 2013, as his normal merit pay increase.

- During the Severance Period, Mr. Greenburg will continue to receive his normal salary, subject to normal withholdings and deductions, including pension deductions. The City will continue to make the normal employer pension contributions during the Severance Period.

- During the Severance Period, Mr. Greenburg will be eligible to maintain his current insurance coverage for him and his family based on his current enrollment. The City will continue to deduct the employee-portion of the health insurance premiums at the same rate that is in effect for all non-union City employees.

- As required by law and City policy, Mr. Greenburg will be paid for all accrued, unused sick leave, personal convenience days, and vacation days.

- During the Severance Period, Mr. Greenburg will not accrue any additional vacation time, sick leave, personal convenience days, or any other form of paid time off benefits.

- The City will provide a letter of reference.

- The severance agreement will include a waiver and release of all claims arising from Mr. Greenburg's employment and separation from employment with the City.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Emily Bell, Director of Human Resources

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

Recommended by: David A. Hales, City Manager

VOLUNTARY EMPLOYMENT SEVERANCE AGREEMENT AND RELEASE

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

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

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

2. **Severance Period.** If Greenburg signs and does not revoke this Agreement, the City agrees that it will maintain Greenburg on its payroll for ninety (90) days from the date on which Greenburg signs the Agreement (the "Severance Period.") During the Severance Period, Greenburg will not perform any work for the City of Bloomington unless the City Manager specifically requests in writing that Greenburg perform an assignment. If the City Manager requests that Greenburg perform an assignment, his work shall be limited

to that specific assignment. Greenburg shall also be available to answer any questions which may be asked by the City Manager regarding ongoing legal matters.

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

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

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

6. **COBRA Benefits and Municipal Employee's Continuance Privilege.** Once the City's obligation to pay the City portion of health insurance premiums ends under Paragraph 5 or Paragraph 9 of this Agreement, whichever comes first, Greenburg will be eligible to continue his health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and under the Municipal Employee's Continuance Privilege, 215 ILCS 5/367j ("Continuation Benefits"). If Greenburg elects to maintain his COBRA insurance benefits and/or his Continuation Benefits, Greenburg shall be solely responsible for paying the full monthly premium for those benefits. If Greenburg does not pay the full monthly premium, his COBRA benefits and/or his Continuation Benefits may be discontinued on the same basis as any other City employee who experiences a COBRA-qualifying event.

7. **Accrued Benefits.** Upon execution of this Agreement and upon expiration of the time period for Greenburg to revoke this Agreement, the City will make payment for the cash value of all of Greenburg's accrued, unused sick leave, personal convenience days, and vacation days that have accrued as of the date of execution of this Agreement. The cash value of these benefits will be distributed to Greenburg in equal monthly installment payments as an addition to his normal pay during the term of the Severance Period, less

standard deductions and withholdings. Said equal monthly installment payments shall commence in November, 2013. If Greenburg finds alternate employment during the Severance Period, then any remaining unpaid benefit time shall be paid in a lump sum, less standard deductions and withholdings. Greenburg will not accrue any additional benefit time during the Severance Period.

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

9. **Employment With Another Employer.** The parties agree that if Greenburg accepts and begins employment with another employer during the Severance Period, all Severance Pay outlined in Paragraph 4 of this Agreement will cease. In addition, once Greenburg becomes eligible to enroll in another employer's health insurance plan, the City-paid portion of Greenburg's health insurance benefits under Paragraph 5 shall cease, regardless of whether Greenburg actually enrolls in that employer's insurance plan. Although the City-paid portion of the health insurance benefits will cease, Greenburg will still be entitled to insurance continuation benefits as provided in Paragraph 6 above.

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

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

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

This release includes, but is not limited to, any claim arising under the Illinois Human Rights Act, 775 ILCS 5; the Illinois Wage Payment and Collection Act, 820 ILCS 115; the Illinois Municipal Code; the Illinois Public Labor Relations Act; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq.; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq.; the Older

Workers Benefit Protection Act, 29 U.S.C. § 621, et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; all claims under 42 U.S.C. §§ 1981, 1983, 1985, and 1988; all tort claims; all claims for wrongful or constructive discharge; all claims based on actual or implied contract, including, but not limited to any employment policies or agreement between the City and Greenburg; all claims for retaliatory discharge; all claims for negligence or emotional distress; all civil rights claims; all claims for a name-clearing hearing; all other claims that would obligate the City for any reason to pay Greenburg damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits, compensatory damages, punitive damages, and/or interest; all amendments to the foregoing statutes; federal common law and state common law; and claims under any other federal, state or local statute, law, ordinance, regulation or order; all amendments to the foregoing statutes; all claims under federal common law or state common law; and all claims under any other federal, state or local statute, law, ordinance, regulation or order.

It is the intention of Greenburg and the City that in executing this Agreement, Greenburg is providing a general release and that it shall be an effective bar to each and every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of the City and its agents, jointly and separately, individually and in their representative capacity, for any injuries suffered by Greenburg occurring on or prior to the date this Agreement is executed.

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

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

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

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

(a) his waiver of rights under this Agreement is knowing and voluntary and in compliance with the Older Workers Benefit Protection Act of 1990;

(b) he understands the terms of this Agreement;

(c) the consideration provided in this Agreement represents consideration over and above that to which he otherwise would be entitled, that the consideration would not have been provided had he not signed this Agreement, and that the consideration is in exchange for the signing of this Agreement;

(d) the City is hereby advising him in writing to consult with an attorney prior to executing this Agreement and that he has, in fact, consulted with an attorney; (e) the City is giving him a period of twenty-one (21) days within which to consider this Agreement;

(f) following the execution of this Agreement, he has seven (7) days in which to revoke this Agreement by written notice. To be effective, the revocation must be made in writing and must be delivered to and received by David A. Hales, City Manager, City of Bloomington, 109 E. Olive Street, Bloomington, IL 61701; and

(g) this entire Agreement shall be void and of no force and effect if he chooses to so revoke, and if he chooses not to revoke, this Agreement shall then become effective and enforceable assuming all other parties have already executed it.

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

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

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

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

- Greenburg is entering into this Agreement knowingly, voluntarily, and with knowledge of its significance. He has not been coerced, threatened, or intimidated into signing this Agreement, and he has had an opportunity to review this document;

- Greenburg has been paid for all hours worked, and he has not suffered any on-the-job injury for which he has not already filed a claim;

- Greenburg has not been denied any leave of absence for which he was qualified nor has he been discriminated against or retaliated against for taking any leave of absence, including but not limited to leaves pursuant to the Family and Medical Leave Act (FMLA); and

- Greenburg does not currently have any claim or cause of action, of any kind, pending against the City, agents, officers, elected officials, employees, attorneys, subsidiaries, successors, administrators and assigns, in either their official or personal capacities.

17. **Breach of the Agreement.** The parties agree that the remedy at law for breach of this Agreement shall be inadequate and that the parties shall be entitled to injunctive relief. Greenburg and the City further understand and agree that any breach by either party of any of the terms herein may result in the non-breaching party bringing an action for failure to comply with the terms of this Agreement against the party that breaches the Agreement.

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

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

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

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

Todd Greenburg November 18, 2013

City of Bloomington November 27, 2013

By: David A. Hales, City Manager

Joint Press Release

Issued by Todd Greenburg and The City of Bloomington

November 26, 2013

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

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

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

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

Todd Greenburg David A. Hales

Appendix A

To Whom It May Concern-

Todd Greenburg was hired by the City as Assistant Corporation Counsel on July 16, 1990. On August 1, 1990, he was promoted to Corporation Counsel for the City of Bloomington, an office he held until he submitted his retirement from municipal employment on November 18, 2013.

During his tenure as Corporation Counsel, he represented the City in hundreds of cases before the Circuit Court of McLean County, Illinois. In addition, he personally briefed more than twenty cases before the Fourth District Appellate Court of Illinois, and personally briefed and argued one case before the Illinois Supreme Court. Many of the appellate court cases in which he participated were deemed important enough to be published in the court's permanent reports.

In addition to his work in the state courts, Mr. Greenburg represented the City in several cases before the federal court for the Central District of Illinois. He was successful in all of those cases.

Mr. Greenburg's work for the City included the negotiation of multiple collective bargaining agreements in which he was often the chief negotiator for the City. He also represented the City many times before the Illinois Labor Relations Board.

He drafted numerous ordinances during his 23 years with the City, including innovative approaches to regulation of chronic nuisance properties which harm neighborhood property values, an ordinance regulating parolee group homes which was the first of its kind, and an ordinance prohibiting loitering under circumstances giving rise to a suspicion of selling illegal drugs. He routinely drafted and reviewed a wide range of contracts involving the City.

Mr. Greenburg was also deeply involved in the day-to-day operations of a municipality which, at the time of Mr. Greenburg's resignation, employed more than 700 employees and had a population of more than 77,000 people. He supervised the work of two other in-house attorneys as well as three support staff, in addition to reviewing the work of outside counsel. He maintained an "open-door" policy and regularly gave legal advice to elected officials, department heads, and rank-and-file employees regarding their duties and the best means to accomplish goals within legal boundaries.

Yours truly,

Director of Human Resources

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Council authorize City Manager David A. Hales to sign the severance agreement that has been negotiated with Corporation Counsel Todd Greenburg.

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the price from Maurer-Stutz Engineers and Surveyors for Design Services, in an amount not to exceed $59,144.61 be accepted, the contract approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities and Goal 5. Great place – livable and sustainable City.

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

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

Maurer-Stutz was selected using the Professional Services Quality Based Selection Process. This process involved:

1.) Sending out Request for Qualifications (RFQ) specific to the project,
2.) Reviewing the submitted Statement of Qualifications (SOQ) based on the criteria outlined in the RFQ and narrowing the twelve (12) submittals down to three (3) consultants,
3.) Interviewing these three (3) consultants, and
4.) Selecting a top consultant and negotiating a fee with them.

These four (4) tasks are often referred to as a two-step professional services selection process. The City's procurement manager reviewed this process relative to the subject contract and confirmed that the procedure was performed in accordance with applicable standards.

A list of the engineering firms that submitted SOQ and the three (3) engineering firms that were selected for interviews was provided to the Council. Maurer-Stutz was selected as the best firm to perform the Lutz Rd. design because of their experience with rehabilitation and improvement of rural cross section roads and their record of successful project management.

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

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

rates and fees proposed by Maurer-Stutz are fair, appropriate and competitive for the scope of work included.

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

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

Respectfully submitted for Council consideration.

Prepared by:	Jim Karch, PE, CFM, Director of Public Works
Reviewed by:	Barbara J. Adkins, Deputy City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Patti-Lynn Silva, Director of Finance
Legal review by:	Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFFICE)

Motion by Alderman Fazzini, seconded by Alderman Fruin that the price from Maurer-Stutz Engineers and Surveyors for Design Services, in an amount not to exceed $59,144.61, be accepted, the contract approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Microsoft Software Enterprise Agreement License Renewal

RECOMMENDATION/MOTION: That the payment to CDWG, Inc. for the 2013 Microsoft Enterprise Agreement (EA) for software maintenance, support and licensing in the amount of $112,044.04 be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City Services delivered in the most cost-effective, efficient manner. Microsoft software licenses, (PC/Server operating systems, enterprise databases, office productivity software, etc.), are used by staff within every City department to assist daily operations of the City. As such, it is a critical component of achieving the high level of customer service the City strives for.

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

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

FY 2012	$100,609.64
FY 2011	$91,689.08
FY 2010	$105,595.37
FY 2009	$107,787.77
FY 2008	$102,575.69

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

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

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the payment to CDWG, Inc. for the 2013 Microsoft Enterprise Agreement for software maintenance, support and licensing, in the amount of $112,044.04, be approved, and the Purchasing Agent be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Lease Agreement with Pitney Bowes for a Connect + 3000 WOW Postage Machine be approved in the amount of $41,400 over sixty (60) months, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by:	Renee Gooderham, Records & Information Manager
Reviewed by:	Tracey Covert, City Clerk
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Patti-Lynn Silva, Director of Finance
Legal review by:	Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Lease Agreement with Pitney Bowes for a Connect + 3000 WOW Postage Machine be approved in the amount of $41,400 over sixty (60) months, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Enter into an Early Order Program with Supreme Turf, (the distributor), for Procurement of Syngenta and BASF, (the manufacturers), Golf Course Chemicals from a Single Source

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

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

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

BACKGROUND: City golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4½ star rating (out of 5) which places it alongside only six (6) other courses in the State of Illinois in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. In 2005, Golf Digest also voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly host

events from throughout the state, most notably, the Illinois High School State Finals held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, staff needs to continue providing quality playing surfaces. One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage. Damage to the playing surface/turf would result in a significant loss of rounds and revenue, while also requiring major dollars to reseed the infected areas. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects are in a preventative manner. By utilizing preventative chemical applications, staff is able to stay ahead of the diseases and suppress potential outbreaks before they occur.

Each year Syngenta and BASF offer an early order program that allows the opportunity to lock in next year's prices at discounted rates. Syngenta and BASF are the two (2) primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Through best practices, the golf course maintenance staff has found Syngenta and BASF products to provide a high level of playing conditions demanded by our golfing public. Supreme Turf has become a valued partner of the City over the last several seasons. They make it a point to regularly tour the course and provide staff with support for the current products being used and provide potential new resources to provide better conditions and increase financial efficiency. Supreme Turf currently provides services to following municipalities and golf courses: Normal, Decatur, Peoria, Pekin, Springfield, Champaign, and Quincy. The golf courses at Illinois State University, Bloomington Country Club and Crestwicke Country Club also use products through Supreme Turf. Entering into the early order program guarantees the discounted price for any additional Syngenta or BASF purchases required during 2014. Additionally, by participating in the early order program, the City is offered extended payment terms with payment not due until mid-July on all early order purchases.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Procurement Manager.

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

Respectfully submitted for Council consideration.

Prepared by:	Jason Wingate, Superintendent of Golf
Reviewed by:	John R. Kennedy, Director of Parks, Rec. & Cultural Arts
Reviewed by:	Barbara J. Adkins, Deputy City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that participation in an early order discount program for the purchase of various Syngenta-branded and BASF branded chemicals for golf turfgrass management for the 2014 golf season and use of Supreme Turf as the local distributor for these products be approved, and that the Purchasing Agent be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

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

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

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

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

BACKGROUND: State of Illinois statutes require expenditures incurred within each individual fund not to exceed the appropriation amount set forth in the annual budget of an established fiscal period. In an effort to strengthen the fiscal controls of the budgetary process, staff has prepared a budgetary amendment for the current Fiscal Year (FY). This action corresponds with the August 24, 2009 discussion where staff committed to the Council that the majority of budget amendments would be presented in the fiscal year the expenditure occurred rather than in the proceeding fiscal year.

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

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

Administration	$5,555.43	(22402410) *70610 Advertising $1,000; 70632 Professional Development $1,555.43; 70690 Other Purchased Services $1,000; 71010 Office Supplies $1,000; 71340 Telecommunications $1,000*
Rehabilitation Loans	$57,201.40	*(22402430-79020)*
Rehab. Service Delivery	$1,162.22	*(22402430-70690)*
Demolition	$77,575.88	*(22402440-70651)*
Public Facilities	$17,065.00	*(22402450-79130)*

Public Services	$72,013.35	*(22402450-70690)*
Sidewalks	$55,968.20	*(22402440-72560)*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The revenue line item for Community Development Administration – Federal Grants (22402410 - 53110) will be raised by $323,270.48. The expenditure line item of Community Development Capital Improvement - Sidewalks (22402440 - 72560) will be raised by $62,205.05 and $108,068.03 for Community Development Capital Improvement – Demolition (22402440 - 70651); Community Development Rehabilitation - Loans: $57,201.40 (22402430 - 79020); Community Development Rehabilitation - Other Purchased Services: $1,162.22 (22402430 - 70690); Community Development Community Services - Grants: $17,065 (22402450 - 79130); Community Development Community Services - Other Purchased Services**:** $72,013.35 (22402450 - 70690); Community Development Administration - Advertising (22402410 - 70610) $1,000; Community Development Administration - Professional Development (22402410 - 70632) $1,555.43; Community Development Administration - Other Purchased Services (22402410-70690) $1,000; Community Development Administration-Office Supplies (22402410 - 71010) $1000; Community Development Administration - Telecommunications (22402410 - 71340) $1,000.

Stakeholders can locate the budgets for these two (2) accounts in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on pages 40 through 49.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Division Manager - Code Enforcement

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 – 86

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

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and
WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2013 - 18.

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

PASSED the 25th day of November, 2013.

APPROVED the 26th day of November, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT #1 ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried

The following was presented:

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

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

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

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

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

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

Farnsworth Group, Inc. was selected using the Professional Services Quality Based Selection Process. This process involved:

1.) Sending out Request for Qualifications (RFQ) specific to the project,
2.) Reviewing the submitted Statement of Qualifications (SOQ) based on the criteria outlined in the RFQ and narrowing the four (4) down to two (2) consultants,
3.) Interviewing these two (2) consultants, and
4.) Selecting a top consultant and negotiating a fee with them.

These four (4) tasks are often referred to as a two-step professional services selection process. The City's procurement manager reviewed this process relative to the subject contract and confirmed that the procedure was performed in accordance with applicable standards.

A list of the engineering firms that submitted Statements of Qualifications and the two engineering firms that were selected for interviews was provided to the Council. Farnsworth Group, Inc. was selected as the best firm to perform the Downtown Street Lighting Master Plan Services because of their experience with similar projects, quality of relevant master plans, and their understanding of the project needs, schedule and scope.

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by:	Jim Karch, P.E., CFM, Director of Public Works
Reviewed by:	Barbara J. Adkins, Deputy City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Alderman Lower expressed his concerns regarding this item. He acknowledged that he was not on the Council when this project commenced. He noted that a Downtown Plan had not been adopted. He cited the cost of this study at almost $80,000.

Jim Karch, Public Works Director, addressed the Council. This item represented the continuation of work which had been completed to this point. The study had been included in the budget. It represented the City's investment in Downtown aesthetics, (lighting, benches, etc.). He also addressed the engineering challenge due to the sidewalk vaults. This work addressed additional items beyond the Downtown Plan.

Alderman Lower expressed his appreciation for the work completed to date. Council had rejected a Form Based Code. This item spoke to the tenants of same. He believed that there would be unintended consequences.

Mr. Karch stated that this item did not include Form Based Code. It was a continuation of the aesthetic improvements to the Downtown.

Alderman Stearns also addressed this item. She noted that the Farnsworth Group would be retained at a cost of $75,000 to perform a study. She noted that the lighting and landscaping had been completed to the 500 block of N. Main St.

Mr. Karch added that the 600 block of N. Main St. had also been completed.

Alderman Stearns believed that Downtown business owners were supportive of this study.

Mr. Karch reminded the Council that originally this project began as a five (5) year plan. This was a long term plan which went beyond the ability to enhance street lighting. It extended to other enhancements.

Motion by Alderman Schmidt, seconded by Alderman Black that the price from Farnsworth Group, Inc. for a Professional Engineering Services Contract, in an amount not to exceed $74,670, be accepted, the contract approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: Aldermen Stearns and Lower.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: Presentation only.

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

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

Respectfully submitted for Council consideration.

Prepared by & financial review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

Patti-Lynn Silva, Finance Director, addressed the Council. Representatives from Sikich, LLP would present the audit which had been completed on October 30, 2013. She cited vacancies that had occurred in the Finance Department. She recognized the efforts of Paulette Hurd, Chief Accountant. The City had received a clean opinion. The goal was to see improvement each year. She introduced Chad Lucas, Sikich Partner.

Chad Lucas, Sikich Partner, addressed the Council. He appreciated the opportunity to address the Council. He recognized the Finance Department staff. He noted their time and effort. He stated that there was more than one report which represented the City's Comprehensive Annual Financial statement also known as the CAFR, (Comprehensive Annual Financial Report). The statements were submitted to the Government Financial Officers Association, (GFOA). The GFOA's standards went above and beyond the basics. The City had requested the GFOA's Certificate for Fiscal Year 2013. The statistical section provided ten (10) year trends. The City should be commended for its statement. Sikich had given the City an unmodified clean opinion. Sikich assisted in the preparation of the financials.

Mr. Lucas addressed the Management Discussion/Analysis. This section condensed information and provided comparisons. The basic financials presented a statement of net position, i.e. assets/liabilities. He directed the Council to page 5 and noted the $140 million figure. The Enterprise Fund listed assets of $180 million. The majority of this figure was in equipment. He also addressed the change in net position, (full accrual). There had been an increase of $9.5 million, business equaled $1.9 million. Financially, the City was better off than last year. He also addressed modified accrual for the General Fund which had seen a $3.1 million increase.

Mr. Lucas noted that policy detail had been provided. He directed the Council to page 77. Required supplemental information had been included which provided six (6) years of history. Statistics were located in the last section and provided ten (10) year trends. This was a quick synopsis of the CAFR.

Alderman Stearns questioned the City's pension funds. She specifically cited the funding ratios and if there has been an increase to same. Mr. Lucas believed that the funded percentage should increase.

Alderman Stearns questioned how the City compared to other municipalities. Mr. Lucas stated that benchmark information had been provided in the Board/Commission packet. Sikich worked with other similar sized cities.

Alderman Stearns believed that the Council would appreciate this information as an item in its tool kit. She also addressed per capita debt.

Mr. Lucas referred the Council to the statistical section, (see pages 133 – 134). He addressed per capita debt from 2004 at $511 to 2013 at $1,457. Per capita debt had increased.

Alderman Stearns questioned Sikich's recommendations regarding areas of improvement. She specifically cited a whistle blower policy.

Mr. Lucas noted the auditor's communications. It did not state if an item was a repeat one. The Management Letter included City staff's responses and a time line.

David Hales, City Manager, addressed the Council. He directed the Council to page 139 which provided a year to year comparison of full time equivalent positions. He believed that this was the best documentation of City staffing.

Mr. Lucas also addressed the US Cellular Coliseum (USCC) audit. This single audit listed $5 million in expenditures. It was a separate report as required by the management agreement. This report was also incorporated into the City's CAFR. An clean opinion had been issued. He directed the Council to page 3 which listed the net assets at $22.3 million. He cited the capital assets. The debt was not included as the debt was paid by the General Fund. He noted the interfund liability: USCC to City for debt service payments. He questioned the City's intention as this interfund payable needed to be addressed. The income statement was located on page 4. He cited the -$646,000 figure based upon an accrual basis which included depreciation.

Ms. Silva readdressed the Council. She wanted to clarify that the CAFR was prepared on a cash basis. There also was the accrual basis and a modified accrual basis. She recommended that the receivable be written off as it appeared to be unlikely that the USCC would be able to pay off this debt.

She also addressed the pension tool kit. The IMRF's, (IL Municipal Retirement Fund), percentage only included active employees. In addition, the debt per capita also included the capital lease and IEPA (IL Environmental Protection Agency), loans.

Alderman Stearns questioned if there were any taxable bonds. Ms. Silva responded affirmatively. The USCC involved taxable bonds. Alderman Stearns questioned the percentage of taxable bonds. Ms. Silva believed the figure was $30 million.

Mr. Hales recognized the Finance Department's staff turnover. The CAFR contained a number of recommendations. City staff would aggressively respond to same during the winter.

The following was presented:

SUBJECT: Financial and Programmatic Policy Options Related to the Solid Waste Program

RECOMMENDATION/MOTION: Recommended that the Text Amendment to Sections 300.7 and 301.6 and addition of Sections 301.7 and 301.8 to Chapter 21 of the Bloomington City Code be approved and the Ordinance passed.

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 City's Solid Waste Program has been actively evolving, leading to positive changes toward the future while presenting challenging financial decisions in the present. Under Council leadership, the program has drastically increased the City's recycle participation rates, implemented efficient collection methods, and established safer working conditions for employees. Automated curbside recycle collection is now fully implemented with automated trash collection soon to follow. However, fees to fund the program have continually needed to rise with the FY 2013 budget inclusion of a $2 increase from $14 to $16 per month. Fees collected by the City have never fully covered the cost of the program as the City has historically subsidized operations through the General Fund (or taxpayer). Over the past several fiscal cycles, the City has intentionally reduced the subsidy which has minimized the need to raise General Fund revenues such as property taxes or sales taxes to support the growing costs of solid waste operations. Due to increased operational costs such as personnel, fuel, disposal fees, debt service, volatile commodity rates, and a budget shortfall in FY 2013, the General Fund transfer for FY 2014 will be significantly higher than previous fiscal cycles (approximately $2.6 million), with future projected subsidies remaining at this higher level. Recent solid waste budgets have also been unsustainable due to the exclusion of capital maintenance in efforts to keep costs low to consumers while weathering the great economic recession. The purchase of the new automated vehicles and containers has addressed this deferred maintenance issue but represents a long term investment intended to reap long term savings.

At the October 28, 2013 Work Session, staff introduced proposed changes to the City's solid waste fee structure and operational programs which would eliminate the City's Solid Waste Enterprise Fund structural deficit by FY 2018, allowing the program to be solely supported by user fees. Staff recommended that Council give careful consideration to the following:

1. Adopt a new variable rate structure for solid waste collection services.
2. Consider strongly Scenario 2 Medium Transition Alternative.
3. Begin charging for all bulk item collections at $25 per bucket load.
4. Provide customers, upon request, with a second recycle cart at no charge.
5. Implement a Pay As You Throw (PAYT) refuse sticker program to complement the automated cart system.
6. Consider implementing a low-income discount in concert with a variable rate structure.

Based on the Work Session discussions and subsequent feedback from Council and the general public, staff proposes that Council adopt one of the following three (3) policy options intended to establish and structure the operational and financial future of the City's Solid Waste Program.

Policy Option A: Medium Transition Alternative

As previously proposed and recommended by staff, the Medium Transition Alternative would introduce gradual increases to the solid waste fee that would effectively eliminate the solid waste subsidy from the General Fund by FY 2018. This approach would leave the monthly fee for customers desiring a 35 gallon cart at $16 per month in FY 2015 and increase the fee for those desiring a 65 gallon cart to $18 and $20 for those with a 95 gallon cart. The following table outlines the accumulative annual increases the Medium Transition Alternative would follow to achieve a solvent Solid Waste Enterprise Fund.

Policy Option A - Medium Transition to Balanced Budget in Solid Waste Enterprise Fund							
Description	**Actual**		**Projected**				
	FY 2012	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**
Basic Rates for Curbside Service:							
Flat Rate per Home	$14	$16	$16				
1 ea. 35 gallon refuse cart				$16	$18	$18	$19
1 ea. 65 gallon refuse cart				$18	$20	$20	$21
1 ea. 95 gallon refuse cart				$20	$22	$22	$23
Refuse Stickers (for extra bags)				$3	$3	$3	$3
Bulky/Brush Collection:							
Bucket Load Charge	$25	$25	$25				
Bulk/Brush Collection (charge for all Bulk/Brush)				$25	$25	$25	$25
Annual Percent Increase:							
Extra 35 gallon refuse cart				0.0%	12.5%	0.0%	5.6%
Extra 65 gallon refuse cart				12.5%	11.1%	0.0%	5.0%
Extra 95 gallon refuse cart				25.0%	10.0%	0.0%	4.5%

The Medium Transition Alternative assumes that Council also approves recommendation 5 (referenced above) which introduces a Pay As You Throw (PAYT) sticker program. This option would also require the elimination of free large item collection and begin charging $25 per bucket load. ***This option does not propose to alter current practice as it relates to brush or leaf collection.*** This option would continue the practice of free brush waste collection up to two (2)

bucket loads, charging $25 per bucket load after maximum is reached, as well as free leaf collection during collection cycles.

The following revenue and expense projections for the Medium Transition Alternative account for reduced operational expenses and increased revenue in the City's Bulk Waste Program (a program which has been found to be ten (10) times more expensive than containerized curbside collection), as well as increased revenue due to the introduction of a PAYT sticker program:

Policy Option A – Summary of Revenue and Expenses (in 000s)							
Revenue	**FY 2012**	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**
Curbside Rate Revenue	$4,285	$4,725	$4,833	$6,220	$6,844	$6,844	$7,146
Bulky/Brush Revenue	29	24	25	38	38	38	38
General Fund Transfer	1,500	1,304	2,600	875	575	450	0
Other Revenue	255	166	202	203	203	204	205
Total Revenue	$6,069	$6,219	$7,660	$7,335	$7,659	$7,535	$7,389
Expenses							
Labor and Labor-related	$3,343	$3,482	$3,848	$3,542	$3,600	$3,644	$3,687
Materials and Supplies	2,467	2,197	2,464	2,474	2,546	2,608	2,670
Debt Service	37	791	1,074	1,074	1,266	1,032	341
Transfers	209	240	240	242	245	247	250
Total Expenses	$6,056	$6,710	$7,626	$7,332	$7,657	$7,531	$6,948
Surplus/(Shortfall)	13	(491)	34	3	2	4	441
Surplus/(Shortfall) as % of Revenue	0.2%	-7.9%	0.4%	0.0%	0.0%	0.1%	6.0%

As highlighted above, the Medium Transition Alternative would effectively eliminate the City's General Fund transfer to the Solid Waste Enterprise Fund by FY 2018. Under this approach, staff also recommends offering a low-income discount to qualifying customers to provide financial relief to those that would be most adversely impacted by increased fees.

Policy Option B: Uniform Rate of $25

Variable cart sizes do not have to necessitate a variable fee structure. Another option for Council to consider is to raise the monthly fees utilizing the City's historical practices of a uniform fee structure. While staff has not spent much time investigating this option, a quick way to identify the needed established fee would be to take the City's anticipated FY 2014 expenditures and divide them amongst the City's 25,000 customers. Utilizing this method, FY 2014 Solid Waste Program expenses are projected to be $7,625,840. With a customer base of ~25,000 the monthly fee for service would be $25.42 per month ($7,625,840/25,000 customers = 305.03/12 months = $25.42). Establishing a uniform fee for every solid waste customer to cover projected expenses

would also allow for the bulk waste program to continue without the additional restrictions or pricing signals.

Policy Option C: Status Quo

A third option for Council to consider is to continue with the $16 uniform fee for customers while providing for the same levels of service citizens have experienced. The Status Quo Option relies heavily on the General Fund and may require the City to raise General Fund revenues such as property taxes or sales taxes to support the rising costs of operations. As highlighted in the table below, Policy Option C would continue the almost doubled General Fund subsidy from previous fiscal years through FY 2018. This policy option is a clear statement that solid waste services are in part a General Fund responsibility and property taxes and/or sales taxes should go toward the funding of its operations.

Policy Option C – Summary of Revenue and Expenses (in 000s)							
Description	**Actual**		**Projected**				
	FY 2012	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**FY 2018**
Revenue							
Curbside Rate Revenue	$4,284	$4,725	$4,833	$4,833	$4,833	$4,881	$4,881
Bulky/Brush Revenue	29	24	26	26	26	27	27
General Fund Contribution	1,500	1,304	2,556	2,261	2,586	2,409	1,825
Other Revenue	255	166	212	213	213	214	215
Total Revenue	$6,068	$6,219	$7,627	$7,333	$7,658	$7,531	$6,948
Expenses							
Labor and Labor-related	$3,343	$3,482	$3,848	$3,542	$3,600	$3,644	$3,687
Materials and Supplies	2,467	2,197	2,464	2,474	2,546	2,608	2,670
Debt Service	37	791	1,074	1,074	1,266	1,032	341
Transfers	209	240	240	242	245	247	250
Total Expenses	$6,056	$6,710	$7,626	$7,332	$7,657	$7,531	$6,948
Surplus/(Shortfall)	$12	-$491	$1	$1	$1	$0	$0

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Lengthy research, public discussions, citizen surveys, (almost 800 citizen responses), interactive focus group sessions with landlords and the general public, and seven (7) presentations to Council regarding the status of the Solid Waste Program Analysis has occurred over the past year regarding the full range of refuse services.

FINANCIAL IMPACT: Historically, the General Fund (or taxpayer) has subsidized the City's refuse operations. Initially, the subsidy was one hundred percent, (100%). The City did not establish a fee until 2004. The subsidy for FY 2014 is projected to be thirty-three percent, (33%). ***The City will continue to analyze this Fund since a thirty-three percent (33%) subsidy***

represents a total $2.6 million loss in uncovered costs. In FY 2014, the budgeted General Fund subsidy or transfer is $1,304,000 and is in addition to the depletion of the Solid Waste Fund balance of $1,251,246. It is projected that by the end of FY 2014, the Solid Waste Fund will not have any fund balance.

Respectfully submitted for Council consideration.

Prepared by: Alex McElroy, Asst. to the City Manager

Financial & budgetary review: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item. The Council was at a decision point. This item had been studied and discussed for years.

Alex McElroy, Asst. to the City Manager, addressed the Council. City staff had presented recommendations and changes had been made as requested. Amendments were made after the Work Session. Three (3) fee structures had been presented. The medium transition appeared to be the most popular. A uniform rate of $25 was also provided. The Council could also maintain the current rate with subsidy from the General Fund. There would be a bulk waste charge for large items. Brush pick up would be free but limited to two (2) end loader bucket fulls. There would be no charge for leaf collection.

David Hales, City Manager, addressed the Council. Two (2) draft ordinances had been prepared. City staff was recommending option A (medium transition) and directed them to the three (3) page draft ordinance. Maintaining the status quo was represented by the two (2) page draft ordinance.

Mr. McElroy noted the third recommendation was a uniform rate of $25.

Mr. Hales restated that City staff recommended the variable fee option.

Alderman Fruin believed that the options presented typifies the difficulty this issue presented. One size did not fit all. He believed that the Council was interested in a number of modifications.

Mayor Renner encouraged the Council to come up with the alternatives.

Alderman McDade expressed her interest in additional discussion. She questioned if the Council needed to vote on this issue at this time.

Mayor Renner noted the length of the Council's discussion regarding this item, over two and half (2½) years.

Mr. Hales informed the Council that the City had not placed an order for the refuse toters. City staff needed to know what the rate would be. The City needed to communicate with and inform the citizens as the refuse fee may impact which size toter is selected.

Mayor Renner had hoped that the Council would agree to a fee schedule which represented pay as you throw. He believed that there was support for same.

Alderman Sage needed clarification and had questions. He cited the service level/fee structure, the Downtown, mobile home parks, and small multiunit rental housing.

Mr. McElroy noted that the Downtown was not included in this recommendation. City staff's intent was to price toters by size. The City staff had recommended that the City discontinue service to mobile home parks and apartment buildings with more than five (5) units. It did not appear that the Council would support this recommendation so the City would continue to provide these services.

Alderman Sage did not believe that there had been diligent conversation regarding cost and service level. He noted the toter sizes. He believed that the City needed to offer complimentary bulk pick up a couple times per year. Brush pick up should be provided once per month. There needed to be diligent conversations regarding adjustment to service levels. He noted the basic fee of $16 per month.

Alderman Mwilambwe was not confident that he would be able to make a decision this evening.

Mr. Hales noted that City staff was struggling. Comments addressed a variety of areas. He questioned where a majority of the Council was on this item. The Council needed to be clear and specific. He cited the amount of public outreach even though it was not scientific. The Council needed to help City staff understand what the majority position was. The Council needed to make a clear and decisive decision.

Mayor Renner readdressed the length of Council's discussions on this item. City staff and residents needed Council direction. The Council needed to move forward.

Alderman Mwilambwe recommended that the Council take action on the toters and fee differential, $16, $18 and $20.

Mayor Renner believed that agreement on one piece would be helpful.

Mr. Hales recommended that the Council start with a methodology. He noted cost allocation. He cautioned about approaching this item from a cost stand point. The proposed ordinance was a transition. He reviewed recent history. The City could re-evaluate refuse collection fees after it gathered additional history and experience with automated collection.

Alderman McDade requested clarification. The table listed brush/bulk at $25. Mr. McElroy stated that there would be no fee for brush/leaf collection.

Mr. McElroy noted that medium transition proposal was status quo for bulk/brush, i.e. two (2) free bucket fulls.

Alderman McDade requested that the word brush be removed from bulk. She also addressed pay as you throw. She noted the $2 cost difference between the various toter sizes. The fee structure did not present a logical connection. She added that stickers could be purchased for $3. She wanted to understand and appreciate the various options. The recommended fees did not appear to fit as costs would continue to increase. She requested free bulk pick up weekends, (spring and fall). She expressed concern regarding illegal dumping. The cart differential fee did not represent pay as you throw.

Mayor Renner noted that the $3 sticker was in addition to the toter fee. City staff may need to make this fact clearer.

Alderman Schmidt believed that there was a lot of misunderstanding. She addressed the Downtown. The Downtown Property Owners group was researching best practices. This group would come up with recommendations. She noted the various ways City staff had employed to gain public input. The City had not created a line of sight. Refuse services had been bundled together. The City needed to figure out the cost for each of these services. The Council's recommendations/ideas needed to be financial viable. She recommended that the fee for 35 gallon toters be $16, the fee for 65 gallon toters should be higher, recycling should be incentivized, the City should provide two (2) courtesy bulk pick ups per year, citizens would pay for additional bulk services, and brush and leaf services would remain the same. She did not believe that the Council could adopt this issue in pieces.

Mayor Renner expressed his interest in a motion. The Council could lay this item over and direct City staff to prepare additional cost information.

Mr. Hales noted that the City could offer a one (1) year pilot program offering free bulk pick up in the spring and fall. City staff would have to work through the logistics. He expressed his concern regarding capacity, (manpower and equipment). He restated that this could be done on a one (1) year trial basis. He also cited that extreme weather events might be exempt from fees.

Alderman Schmidt questioned how to stage same throughout the City. It would involve everyone making adjustments. She believed that landlords would be willing to schedule appointments with the City for apartment clean outs.

Mayor Renner restated that the 35 gallon toters would be $16 with an additional fee for the 65 and 95 gallon toters, there would be a fee for bulk pick up after two (2) bucket fulls, and brush service would remain the same.

Mr. Hales restated the fee for the 35 gallon toter would be $16, $18 for the 65 gallon toter and $20 for the 95 gallon toter.

Mayor Renner added that in future years the 35 gallon toter fee would remain at $16, (i.e. hold flat for at least three years).

Mr. Hales presented the option to adopt refuse fees for one (1) year. He expressed his concern regarding fuel costs. The City had experience and data.

Mayor Renner summarized the proposal for FY 2015: 35 gallon toter - $16, 65 gallon toter - $18, and 95 gallon - $20. There would be no change to brush/leaf collection. Bulk pick up would include two (2) free bucket fulls.

Alderman Stearns stated that refuse collection was critically important to the citizens. Citizens were happy with this service. She expressed her concern that the Council believed that they had to pass something. Citizens also liked the bulk pick up services. Bulk items on the curb hurt the City's image. She noted that there currently was a charge for extras. The City should consider providing this service for free once a month or every other month. She questioned if the City's yard would remain available. There were citizens who wanted this service to remain the same. The concept of pay as you throw should be based upon fairness and equity. The City's incentive for recycling was providing this service for free. She addressed Alderman Schmidt's recommendations. She believed that there would be unintended consequences. She needed more time as this was an important service.

Mayor Renner encouraged the Council to try something. There was the ability to make changes.

Mr. Hales addressed the transfer station. Mr. McElroy noted that it would remain open.

Alderman Black noted the discussion's length. There was a disconnect. The Council could make adjustments. There were a number of things that needed to be addressed. The City needed to be clear on the web site as to how this item would impact families. City staff needed to provide various scenarios. He cited telephone call and emails that he had received. He noted their feedback: do not raise the fee while increasing the service level. He recommended that the City increase the fine for illegal dumping. The availability of the transfer station needed to be publicized. The City should provide free

bulk pick up two (2) times per year. He supported a City subsidy for low income families. The City needed to utilize media resources. He expressed his support for Alderman Schmidt's ideas but more specifics were needed. He also questioned if a landlord could combine units and provide a single toter.

Mayor Renner did not believe that City needed to rewrite its illegal dumping ordinance.

Mr. Hales cited that the current fine was $100 - $500. The fine needed to meet the penalty. City staff planned to prepare a communication plan after the Council took action on this item. City staff would research landlord issues.

Mayor Renner added that the City could address issues if they arose.

Alderman Fruin planned to keep his comments simple. He noted the basic service and cited the logistics involved in providing refuse collection. The variety of services provided resulted in additional costs, labor and staff. He questioned providing free bulk pick up two (2) times per year. He wanted to remain optimistic. The Council could delay action on this item to build consensus. He recalled the Council's goals: automated refuse/recycling collection and a self funded program. He questioned if the Council was committed to these goals. He questioned where a General Fund subsidy would come from. The City had taken a global look at one size fits/does not fit all.

Alderman Lower presented a simple message which addressed change. City staff needed to breakdown the cost structure. He believed that there were economies of scale. He cited various costs involved in refuse collection: the trucks, the yard, bulk waste equipment, etc. He was not willing to accept detrimental effects. He wanted a clean city. The breakdown scenarios needed to address a single person, families of various sizes, etc. He needed to understand the service cost.

Mayor Renner cited the number of variables and the difficulty to prepare various scenarios.

Alderman Lower noted that recycling and brush services were not free.

Mayor Renner made an attempt at consensus for FY 2015 the fee for 35 gallon toters would be $16, $18 for 65 gallon toters and $20 for 95 gallon toters, plus two (2) free bulk pick ups (i.e. same as current service), and brush/leaf collection would remain the same. The Council needed to provide City staff with some direction. The Council needed to close the financial loophole and incentivize recycling.

Alderman Schmidt was not comfortable voting on this issue for only one (1) year. The Council's goal was to cover the cost of this service. It appeared that over time it would cost more.

Mayor Renner believed that the Council needed to make progress and close the $2 million funding gap. If the recommended fees for FY 2015 were passed by the Council without sunset language then the fees would carry forward to subsequent fiscal years.

Mr. Hales cited the revenue enhancement, ($1.4 million). He encouraged the Council to support the refuse collection fee without sunset language. He cited the FY 2015 funding gap ($4 – $5 million). Recycling participation was at seventy percent (70%). City staff did not anticipate a significant cost reduction.

Alderman Sage made a point of clarification, FY 2015 would commence on May 1, 2014. He added his belief that this item needed additional work and was leery to vote on same.

Mr. Hales cited the effective date of the proposed ordinance was May 1, 2014.

Mayor Renner noted that the only change would be the toter fee: $16 for 35 gallon, $18 for 65 gallon and $20 for 95 gallon.

Mr. Hales added that the definition section of the proposed ordinance had been carefully reviewed. Brush collection would include two (2) free buckets fulls as per current practice. Bulk waste would continue as currently provided which includes a fee for service.

Alderman Fruin believed that this item should be delayed.

Alderman Stearns believed that this issue was too confusing. She did not have a clear understanding of the City's existing services. She cited apartment fees as an example. There were important questions which needed to be answered. She was unable to go forward.

Alderman Black acknowledged that the Council needed to make a decision. He restated his request for City staff to present various scenarios/options. City staff needed to provide a clear answer to the question what will I pay for refuse collection.

Motion by Alderman Fruin, seconded by Alderman Stearns that this item be deferred to the Mayor and City Manager for additional follow up before being returned to the Council.

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

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

Nays: Alderman Fazzini

Motion carried.

Mayor Renner believed that this item had become more confusing and had been dragged out by the Council. The Council needed to lead. The Council needed to address specific elements by their December 9, 2013 meeting. Key elements should address the toters and their associated costs and bulk waste. The Council needed to stop delaying and present specific proposals. He directed the Council to provide their feedback to either himself or Mr. Hales by Monday, December 2, 2013.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, informed the Council that Central Illinois Arena Management had scheduled Rock to the Rescue, a fundraiser for Washington, IL. The concert will be held on Wednesday, December 4, 2013 at the US Cellular Coliseum.

He also noted that Saturday, November 30, 2013 would be Small Business Saturday.

MAYOR'S DISCUSSION: Mayor Renner noted that Washington, IL made Time Magazine, (tornado). He addressed the question of weather sirens. The decision to activate appeared to be a fine line. McLean County's policy was to activate during an imminent threat only. He thanked Parks, Recreation & Cultural Arts, Police and Fire Departments' staff who provided assistance to Washington, IL. He noted the common humanity.

Mayor Renner thanked the Council for a productive two (2) day retreat.

He also thanked Alderman Sage for keeping the City Manager's annual performance evaluation on schedule.

He informed the Council that he had visited State Farm's Next Door facility in Chicago's Lincoln Park neighborhood. State Farm employed nine (9) persons at this interesting project.

The Downtown Plan had been provided to the Council. A plan was needed to attract investors.

He addressed future proposed text amendments to the City Code: boards/commissions and liquor. There would be a Public Hearing regarding the proposed text amendment to Chapter 6. Alcoholic Beverages on Tuesday, December 3, 2013 at 4:00 p.m.

As a piece of good news, he cited Bloomington-Normal-opoly, (based upon Monopoly game), which was a fundraiser for the Child Protection Network.

Finally, he cited nerdwallet.com which rated the City fourth. Their criteria were growth in work-age population, growth in income and growth in airport passenger traffic.

ALDERMEN'S DISCUSSION: Alderman Fruin reminded those present of the Turkey Trot which is a family event held at Miller Park on Thanksgiving morning. He wished all a Happy Thanksgiving.

Alderman Lower noted the various Central Illinois towns impacted by the recent severe weather (Washington, Pekin, Roanoke). He questioned what the City could do. He believed that public/private partnerships could be formed to address housing and transportation which would allow the City to invite those impacted to the community. He questioned the City's ability to facilitate same. He commended the first responders from police officers to nurses. He was proud of Central Illinois and its ability to take care of its own.

He believed that the City needed to have a conversation with McLean County regarding siren activation. Changes needed to be made to past practices. No one can control the weather. The City needed to be a part of the discussion.

Alderman Stearns believed that the local radio stations told people to take cover.

She wished all a Happy Thanksgiving. She noted the holiday season. She questioned if the City would have a Christmas tree and a tree lighting ceremony. She noted citizen requests. The City had a long tradition regarding this holiday. Mr. Hales responded that he did not know.

Motion by Alderman McDade, seconded by Alderman Black, that the meeting be adjourned. Time: 8:56 p.m.

Motion carried.

Tracey Covert
City Clerk