

PROPOSED AGENDA FOR TOWN COUNCIL MEETING

February 4, 2013

7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. OMNIBUS VOTE AGENDA
(All items under the Omnibus Vote Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which event, the item will be removed from the Omnibus Vote Agenda and considered as the first item after approval of the Omnibus Vote Agenda.)
 - A. Approval of the Minutes of the Regular Meeting of January 22, 2013
 - B. Approval of Town of Normal Expenditures for Payment as of January 30, 2013
 - C. Motion to Accept a Bid from Continental Resources, Inc. in the Amount of \$44,398.55 for a Network Storage Appliance and Professional Services
 - D. Resolution Authorizing the Execution of Schedule Number 1 to the Frontier Service Agreement Dated April 20, 2012 with Frontier Communications of America, Inc. for a Leased T1 Line
 - E. Ordinance Abating the Levy of 2012 Property Taxes for Special Service Area Number One
5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

6. Resolution Authorizing an Amendment to the Current Agreement with Republic Services of Bloomington, IL for the Transfer and Disposal of Solid Waste Collected by the Town
7. Resolution Authorizing an Agreement with Henson Disposal of Bloomington, IL for Processing of Recyclable Residential Bulky Waste Collected by the Town of Normal

NEW BUSINESS

8. Motion to Approve Appointments to the Asahikawa Sister City Committee

CONCERNS

ADJOURNMENT

Omnibus Vote

MINUTES OF THE REGULAR MEETING OF THE NORMAL TOWN COUNCIL HELD IN THE COUNCIL CHAMBERS, NORMAL CITY HALL, FOURTH FLOOR UPTOWN STATION, 11 UPTOWN CIRCLE, NORMAL, MCLEAN COUNTY, ILLINOIS – TUESDAY, JANUARY 22, 2013.

1. CALL TO ORDER:

Mayor Chris Koos called the Regular Meeting of the Normal Town Council to order at 7:00 p.m., Tuesday, January 22, 2013.

Mayor Koos announced Item 6, An Ordinance Requiring Tree Trimmers and Cutters to Obtain a License from the Town Prior to Operation Within the Community had been withdrawn for Council consideration and would be placed on a future agenda.

2. ROLL CALL:

The Clerk called the roll with the following persons physically

PRESENT: Mayor Chris Koos and Councilmembers Sonja Reece, Adam Nielsen, Jeff Fritzen, Kevin McCarthy, and Chuck Scott. Also present were City Manager Mark Peterson, Deputy City Manager Pamela Reece, Corporation Counsel Steve Mahrt, and Town Clerk Wendy Briggs.

ABSENT: Cheryl L. Gaines (arrived at 7:09 p.m.)

3. PLEDGE OF ALLEGIANCE:

The Mayor led the Pledge of Allegiance to the Flag.

4. OMNIBUS VOTE AGENDA:

Mayor Koos excused himself from voting on any expenses he incurred while performing Mayoral duties.

Councilmember Scott excused himself from voting on Item H.

Councilmember Reece excused herself from voting on any bills submitted by Advocate BroMenn Healthcare or any expenses she incurred while performing Council duties.

Councilmember Fritzen excused himself from voting on any bills submitted by Bloomington Offset Process, Inc.

Item G was removed from the Omnibus Vote Agenda.

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Nielsen, the Council Approve the Omnibus Vote Agenda.

AYES: Reece, Nielsen, Fritzen, McCarthy, Scott, Koos.

NAYS: None.

ABSENT: Gaines.

Motion declared carried.

- A. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JANUARY 7, 2013: Omnibus Vote.
- B. APPROVAL OF TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF JANUARY 16, 2013: Omnibus Vote.
- C. MOTION TO ACCEPT THE LOW BID AND AUTHORIZE STAFF TO ENTER INTO A CONTRACT WITH TARTER CONSTRUCTION, LLC, IN THE AMOUNT OF \$127,000 FOR THE CONSTRUCTION OF THE CONSTITUTION TRAIL RESTROOM FACILITY: Omnibus Vote.
- D. RESOLUTION AUTHORIZING THE FILING OF THE TOWN'S 2013-14 ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING: Resolution No. 4845: Omnibus Vote.
- E. RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY FOR BOOKING SERVICES: Resolution No. 4846: Omnibus Vote.
- F. RESOLUTION REQUESTING TEMPORARY CLOSURES OF STATE RIGHT-OF-WAY FOR ANNUAL COMMUNITY EVENTS: Resolution No. 4847: Omnibus Vote.
- H. ORDINANCE REZONING PROPERTY IN THE TOWN OF NORMAL – 209, 211, 213, AND 215 N. FELL, 302 N. SCHOOL, 308 KINGSLEY, 207 S. LINDEN, AND 900 S. LINDEN: Ordinance No. 5481: Omnibus Vote.
5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA:
- G. RESOLUTION TO APPROPRIATE \$365,000 OF THE TOWN'S ALLOTMENT OF MOTOR FUEL TAX FUNDS FOR THE IMPROVEMENT OF RAAB ROAD FROM 800' WEST OF AIRPORT ROAD TO 200' WEST OF NORTH POINTE DRIVE: Resolution No. 4848:

MOTION:

Councilmember Nielsen moved, seconded by Councilmember Scott, the Resolution to Appropriate \$365,000 of the Town's Allotment of the Motor Fuel Tax Funds for the Improvement of Raab Road from 800' West of Airport Road to 200' West of North Pointe Drive.

Councilmember Nielsen posed questions concerning the remaining portions of Raab Road that need to be improved. Town Engineer Gene Brown responded to Councilmember Nielsen's questions and indicated additional portions of Raab Road may be improved when further development occurs in the unimproved area.

Councilmember Gaines arrived at 7:09 p.m.

AYES: Nielsen, Fritzen, McCarthy, Scott, Gaines, Reece, Koos.

NAYS: None.

Motion declared carried.

GENERAL ORDERS

6. ORDINANCE REQUIRING TREE TRIMMERS AND CUTTERS TO OBTAIN A LICENSE FROM THE TOWN PRIOR TO OPERATION WITHIN THE COMMUNITY:

Mayor Koos announced this item had been withdrawn by staff and will be placed on the agenda at a later date.

NEW BUSINESS

7. CONCERNS:

1. GUESTS AT COUNCIL MEETING:

Councilmember Reece announced there were four guests in the audience from Leadership McLean County and welcomed them to the meeting.

2. PROPOSED TREE TRIMMING:

Councilmember McCarthy indicated he concurred with the decision to remove the proposed Ordinance from consideration at this meeting, as Staff needed to talk with local business tree trimming business owners to meet the needs of both the citizens and the businesses. Councilmember Reece commented on the changes to the tree trimming business due to the Emerald Ash Borer.

8. REQUEST TO ADJOURN TO EXECUTIVE SESSION:

There being no further business to come before the Council, Mayor Koos called for a Motion to Adjourn to Executive Session to Approve the Minutes from the January 7, 2013, Executive Session and to Discuss Matters Pertaining to Collective Bargaining and Pending Litigation.

MOTION:

Councilmember Nielsen moved, seconded by Councilmember Fritzen, the Council Adjourn to Executive Session to Approve the Minutes of the January 7, 2013, Executive Session and to Discuss Matters Pertaining to Collective Bargaining and Pending Litigation.

AYES: Fritzen, McCarthy, Scott, Gaines, Reece, Nielsen, Koos.

NAYS: None.

Motion declared carried.

Mayor Chris Koos adjourned the Regular Meeting of the Normal Town Council to Executive Session to Approve the Minutes of the January 7, 2013, Executive Session and to Discuss Matters Pertaining to Collective Bargaining and Pending Litigation at 7:12 p.m., Tuesday, January 22, 2013.

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<u>General Fund</u>		
EVERGREEN FS INC.	DIESEL FUEL, 7022 GAL @ \$	\$24,843.83
ILLICO INC	UNLEADED FUEL, 8200 GAL @	\$22,426.51
ONSRUD, CRAIG	PRO SHOP INV PMT 1/6-1/19	\$43.72
ONSRUD, CRAIG	PRO SHOP TAX PMT 1/6-1/19	\$3.49
HEARTLAND COMMUNITY COLLEGE	REFUND DUPLICATE PAYMENT	\$7,440.00
General Fund Total		\$54,757.55
<u>General Fund Mayor & Council Administration</u>		
MCLEAN CO CHAMBER OF COMMERCE	2013 MEMBERSHIP DUES	\$2,088.00
FEDEX	SUBMITTAL OF SUSTAINABILI	\$85.45
FEDEX	BALANCE DUE ON INVOICE	\$16.08
ROSATTI'S PIZZA OF NORMAL	COUNCIL WORK SESSION DECE	\$141.99
MCLEAN CO CHAMBER OF COMMERCE	CHAMBER GALA - 4 ADDITION	\$400.00
KOOS, CHRIS	USCM 2013 WINTER MEETING	\$47.78
KOOS, CHRIS	MAYORS INNOVATION PROJECT	\$938.83
General Fund Mayor & Council Administration Total		\$3,718.13
<u>General Fund Administration - City Mgr Boards & Commissions</u>		
TWIN CITY AWARDS	MLK AWARDS	\$325.00
General Fund Administration - City Mgr Boards & Commissions Total		\$325.00
<u>General Fund Administration - City Mgr City Manager</u>		
International City/County	2013 DUES - HEFFERNAN	\$671.26
POTBELLY SANDWICH WORKS	CDM BOARD MEETING	\$97.54
ILCMA	WINTER CONF.PETERSON,REEC	\$475.00
T/N PETTY CASH-FINANCE DEPT	CAB FARES-WASHINGTON D.C.	\$192.00
General Fund Administration - City Mgr City Manager Total		\$1,435.80
<u>General Fund Administration - City Mgr General Expense Dept.</u>		
FEDEX KINKO'S	45 PROPOSED BUDGETS	\$1,405.76
UNITED STATES POSTAL SERVICE	POSTAGE FOR SPRING 2013 N	\$3,097.71
BUSINESS BUILDERS	SLIDEROCKET TRAINING	\$1,756.00
S & S PAINT AND BODY INC	REPAIRS TO POLICE VEHICLE	\$5,860.30
LeRoy Kelly	TOWING RECLAIM FEE REIMBU	\$500.00
Terese Call	TOWING RECLAIM FEE REIMBU	\$500.00
LINA BLOMGREN	REFUND	\$30.00
GRETHEY CONSTRUCTION	PERMIT FEES REFUND	\$106.50
PANKAJ GARG	CAC RENTAL DEPOSIT REFUND	\$100.00
General Fund Administration - City Mgr General Expense Dept. Total		\$13,356.27
<u>General Fund Administration - City Mgr Uptown Project</u>		
CLARK DIETZ INC	UPTOWN CONSTRUCTION SVCS	\$1,723.28
AMERENIP	INSTALL 1-PHASE CONDUIT	\$13,962.91
T/N PETTY CASH-FINANCE DEPT	LABEL MAKER,BATTERIES	\$75.20
T/N PETTY CASH-FINANCE DEPT	BEER NUTS-GOVERNMENT CONF	\$19.35
General Fund Administration - City Mgr Uptown Project Total		\$15,780.74
<u>General Fund Town Clerk Administration</u>		
T/N PETTY CASH-FINANCE DEPT	RECORDING FEES	\$126.00
COMMERCE BANK	SAFETY DEPOSIT BOX RENTAL	\$90.00
NORMALITE	LEGAL PUBLICATIONS	\$1,079.00
Wendy Briggs	CLERK - MCI SEMINAR	\$50.00
General Fund Town Clerk Administration Total		\$1,345.00
<u>General Fund Corporation Counsel Administration</u>		
REGISTRATION OFFICE	REG. MAHRT/KARPLUS	\$200.00
IPELRA	MAHRT REGISTRATION	\$180.00
T/N PETTY CASH-FINANCE DEPT	PARKING FEES - CHICAGO	\$38.00
General Fund Corporation Counsel Administration Total		\$418.00
<u>General Fund Facility Management Administration</u>		
ALLY FINANCIAL	6 LEASE PAYMENTS - EV'S	\$690.11
CORN BELT ENERGY CORP	2280800 WATER TOWER	\$78.42
BILL'S KEY & LOCK SHOP	LOCK SERVICES @ CDM	\$26.43
MENARDS	LUMBER,PAINT,CORDS,TAPE	\$95.21
PURE PEST CONTROL	PEST CONTROL SERVICES	\$415.00
CHAMBERS SERVICES INC	VENT CLEANING	\$316.00
WILCOX ELECTRIC & SERVICE INC	REPAIR TRACK LIGHTS	\$1,956.48
G & B MECHANICAL	TACO PUMP REPAIRS	\$1,228.05

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
G & B MECHANICAL	BOILER PUMP REPAIRS	\$952.53
GETZ FIRE EQUIPMENT	MEDICAL SUPPLIES	\$265.90
General Fund Facility Management Administration Total		\$6,024.13
General Fund Finance Financial Services		
IAPPO, INC	2013 IAPPO DUES	\$45.00
US POSTAL SERVICE/HASLER	POSTAGE FOR UPTOWN	\$30,000.00
MIDLAND PAPER	20 CASES COPY PAPER CDM	\$768.80
W M PUTNAM COMPANY	CALL BELL	\$4.29
General Fund Finance Financial Services Total		\$30,818.09
General Fund Information Technology Administration		
ROWE CONSTRUCTION	NOV & DEC TOWER RENTAL	\$400.00
FEDEX	CONRES PKG	\$18.17
VERIZON WIRELESS	ACCT 486055053-00001 JAN1	\$388.17
MNJ TECHNOLOGIES DIRECT INC	PRINTERS	\$611.26
A5.COM LLC	MONTHLY PD SQUADS T1	\$690.00
FRONTIER	ACCT 217-050-4809-101608-	\$30.53
FRONTIER	ACCT 217-045-4856-040411-	\$376.01
NEXTEL COMMUNICATIONS	ACCT 183003087 JAN13	\$722.85
FRONTIER	ACCT 224-159-1007-051288-	\$5,660.68
FRONTIER	ACCT 309-454-9632-081312-	\$39.78
FRONTIER	ACCT 309-454-9631-081312-	\$39.78
FRONTIER	ACCT 309-268-9182-061912-	\$32.24
MNJ TECHNOLOGIES DIRECT INC	PRINTER SUPPLIES	\$1,122.20
MNJ TECHNOLOGIES DIRECT INC	PRINTER SUPPLIES	\$166.65
MNJ TECHNOLOGIES DIRECT INC	PRINTER SUPPLIES	\$226.77
MNJ TECHNOLOGIES DIRECT INC	PRINTER SUPPLIES	\$833.83
MNJ TECHNOLOGIES DIRECT INC	PRINTER SUPPLIES	\$200.00
MNJ TECHNOLOGIES DIRECT INC	TONER	\$164.00
STAPLES CONTRACT & COMMERCIAL INC	BLUE BAR PAPER	\$568.00
General Fund Information Technology Administration Total		\$12,290.92
General Fund Human Resources Administration		
T/N PETTY CASH-FINANCE DEPT	WELLNESS GIFT CARDS	\$50.00
CENTER FOR PERFORMANCE DEVELOPM	DECEMBER PROESSIONAL HR S	\$2,782.50
ALLIED BENEFIT SYSTEMS	FLEX AND COBRA FEES	\$390.00
General Fund Human Resources Administration Total		\$3,222.50
General Fund Inspections Administration		
Illinois PHCC	IL PHCC MEMBERSHIP 2013	\$40.00
INTERNATIONAL CODE COUNCIL (BOCA)	IBC PLAN REVIEW FORMS	\$36.99
T/N PETTY CASH-FINANCE DEPT	IPEA MEETING-SCHOOLCRAFT	\$20.00
General Fund Inspections Administration Total		\$96.99
General Fund Police Narcotics Enforcement		
BATTERIES PLUS	BATTERY	\$31.98
AZ COMMERCIAL	WIPER BLADES	\$9.99
General Fund Police Narcotics Enforcement Total		\$41.97
General Fund Police Administration		
U.S.BANK	UNIFORM CLOTHING	\$161.95
Officer Melissa Zabukovec	TURTLENECKS - M.ZABUKOVEC	\$30.13
MCLEAN COUNTY HEALTH DEPT	ANIMAL CONTROL SERVICES	\$5,271.00
PURITAN SPRINGS WATER	BOTTLED WATER	\$95.69
U.S.BANK	CID BACKGROUND INFO	\$50.00
KRUGER ANIMAL HOSPITAL	K9 CARE	\$108.40
KRUGER ANIMAL HOSPITAL	K9 BOARDING	\$54.00
KRUGER ANIMAL HOSPITAL	K9 CARE	\$46.95
STERICYCLE INC	MONTHLY SERVICES-JANUARY	\$70.94
KRUGER ANIMAL HOSPITAL	K9 SUPPLIES	\$70.45
KRUGER ANIMAL HOSPITAL	K9 CARE	\$216.80
U.S.BANK	2013 INTL ACP DUES - IJA	\$120.00
U.S.BANK	2013 INTL ASSOC. CHIEF D	\$120.00
JOE'S TOWING & RECOVERY	HEADLIGHT REPAIRS	\$13.50
MOTOROLA	REMOTE SPEAKER	\$416.76
OTTO ENGINEERING	RADIO ACCESSORIES	\$49.84
SECTY OF STATE-MOTOR VEH DIV	RENEWAL PLATES - DURANGO	\$99.00
STALKER RADAR	LIDAR REPAIR	\$70.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
PARKWAY AUTO LAUNDRY	PD DECEMBER WASHES	\$91.00
DARNALL PRINTING	BUSINESS CARDS SCAGLIONE	\$63.25
FEDEX	EVIDENCE SHIPPING	\$222.90
JP MORGAN CHASE BANK, NA	SUBPOENA RECORD FEES - CI	\$26.36
U.S.BANK	MEALS DURING TRNG.	\$23.91
U.S.BANK	MEAL - TRNG.	\$64.50
U.S.BANK	MEALS/FUEL/LODGING-TRNG.	\$574.27
LANDMARK LAUNDRY	MONTHLY LEASE AGREEMENT	\$1,350.00
U.S.BANK	MC COWN FUNERAL; CROSSING	\$175.55
General Fund Police Administration Total		\$9,657.15
<u>General Fund Fire Administration</u>		
MUNICIPAL EMERGENCY SERVICES	ZIPPER REPAIR	\$74.00
RAY O'HERRON CO INC	CLOTHING	\$148.94
MATTHEW JOHANN	BOOTS	\$120.00
CARLOS AGUILAR	FIRE BOOTS	\$120.00
JOSH SORRELL	FIRE BOOTS	\$120.00
MISC FIRE DEPT	CHIEF/ASST. CHIEFS	\$30.00
FEDEX	SHIPPING	\$68.67
AMERENIP	SERVICE @ 600 GRANDVIEW	\$45.67
CORN BELT ENERGY CORP	STATION 3	\$868.84
CORN BELT ENERGY CORP	RAAB RD	\$32.66
CORN BELT ENERGY CORP	W. COLLEGE	\$26.25
CORN BELT ENERGY CORP	IRONWOOD	\$27.05
CORN BELT ENERGY CORP	CD SIREN	\$27.45
CORN BELT ENERGY CORP	PARKSIDE	\$36.49
RANEY TERMITES CONTROL INC	MONTHLY PEST CONTROL	\$100.50
U S MECHANICAL SERVICES	REPAIR HEATERS	\$84.00
HASTINGS AIR-ENERGY CONTROL	EXHAUST HOSE REPAIR	\$322.79
AZ COMMERCIAL	WIPER BLADES	\$35.98
GLOBAL EMERGENCY PRODUCTS INC	TRUCK SWITCH	\$195.25
INTERSTATE ALL BATTERY CENTER	MISC BATTERIES	\$83.56
INTERSTATE ALL BATTERY CENTER	BATTERIES	\$28.93
MENARDS	SNOW SHOVELS	\$149.37
EVERGREEN FS INC.	DIESEL FUEL FOR STATION#2	\$55.39
EVERGREEN FS INC.	DIESEL FUEL FOR GENERATOR	\$150.36
EVERGREEN FS INC.	DIESEL FUEL FOR GENERATOR	\$488.48
MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES	\$150.07
HEARTLAND HOME MEDICAL SUPPLY IN OXYGEN FOR HEADQUARTERS		\$82.00
HEARTLAND HOME MEDICAL SUPPLY IN OXYGEN FOR STATION #3		\$16.00
HEARTLAND HOME MEDICAL SUPPLY IN OXYGEN FOR STATION #2		\$50.00
HEARTLAND HOME MEDICAL SUPPLY IN OXYGEN FOR HEADQUARTERS		\$50.00
General Fund Fire Administration Total		\$3,788.70
<u>General Fund Fire Foreign Fire Tax</u>		
MUNICIPAL EMERGENCY SERVICES	JOB SHIRTS	\$4,000.08
General Fund Fire Foreign Fire Tax Total		\$4,000.08
<u>General Fund Public Works Administration</u>		
IL Public Works Mutual Aid Ntk	IPWMAN ANNUAL DUES 1/13 T	\$250.00
AMERENIP	JAN 17, 2013 INVOICE FOR	\$53.81
COMCAST CORPORATION	INVOICE 1/12/13 XFINITY T	\$3.98
General Fund Public Works Administration Total		\$307.79
<u>General Fund Public Works Waste Removal</u>		
LEMBKE INC	HAULING SERVICE	\$658.75
LEMBKE INC	HAULING SERVICE	\$637.50
J & R USED TIRE SERVICE	TIRES	\$200.00
J & R USED TIRE SERVICE	TIRES	\$102.00
MENARDS	MISC. SUPPLIES	\$33.12
MENARDS	PUSH BROOMS	\$14.97
EVERGREEN FS INC.	LP GAS BULK	\$75.00
General Fund Public Works Waste Removal Total		\$1,721.34
<u>General Fund Public Works Fleet Maintenance</u>		
BLOOMINGTON BTB	SUPENSION PARTS	\$58.80
DENNISON CORPORATION	CONTROL	\$31.50
DENNISON CORPORATION	SWITCH HOUSING	\$34.58

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
DENNISON CORPORATION	WEATHER STRIP	\$62.76
EAGLE AUTOMOTIVE	BATTERY CORE CREDIT	(\$36.00)
DENNISON CORPORATION	HEAD LIGHT SWITCH	\$24.97
MUTUAL WHEEL CO	HOSE/GROMMET	\$55.93
DENNISON CORPORATION	WIRE HARNESS	\$19.16
KEY EQUIPMENT & SUPPLY CO	GUIDE WHEEL HUB ASSEMBLY	\$385.36
LEMAN'S CHEVY CITY	VALVE	\$28.64
LEMAN'S CHEVY CITY	VALVE,HOSE,& HARNESS	\$124.25
EAGLE AUTOMOTIVE	BATTERY	\$79.58
COE EQUIPMENT INC	FLOAT BALL/SCREEN	\$847.28
KEY EQUIPMENT & SUPPLY CO	HUB CAP	\$24.80
CARQUEST AUTO PARTS OF BLM IL INC	ALTERNATOR	\$308.06
DENNISON CORPORATION	WEATHER STRIP	\$62.76
DENNISON CORPORATION	BLOWER FAN	\$43.08
BILL'S KEY & LOCK SHOP	LOCKS	\$15.92
CONTINENTAL RESEARCH CORP.	GRAPHITE	\$196.35
MORGAN DISTRIBUTING INC	ANTIFREEZE	\$96.05
MORGAN DISTRIBUTING INC	EXHAUST FLUID	\$915.20
GLOBAL EMERGENCY PRODUCTS INC	AIR SOLENOID	\$167.75
NAPA AUTO PARTS	TOOLS	\$31.99
WHERRY MACHINE & WELDING INC	HYDROLIC CYLINDER REPAIRS	\$590.78
HILL RADIO	7/8" HOLE PLUG	\$6.00
CARQUEST AUTO PARTS OF BLM IL INC	BATTERY	\$113.45
CARQUEST AUTO PARTS OF BLM IL INC	BATTERY	\$105.30
CARQUEST AUTO PARTS OF BLM IL INC	WASHER FLUID	\$25.68
MAAS RADIATOR	AC CONDENSER	\$105.00
PRAIRIE ARCHWAY INT'L TRUCKS	ENGINE OVERHAUL	\$9,355.96
FASTENAL COMPANY	PLIERS	\$14.68
MENARDS	MISC. SUPPLIES	\$51.21
SECTY OF STATE-MOTOR VEH DIV	PLATES FOR 1FAF053253G238	\$9.00
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE LINE	\$4.96
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE CALIPERS	\$255.76
CARQUEST AUTO PARTS OF BLM IL INC	PULLEY	\$24.69
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE PAD	\$53.89
CARQUEST AUTO PARTS OF BLM IL INC	CORE RETURN	(\$128.00)
ALTORFER INC	FUEL FILTER	\$86.44
PRAIRIE ARCHWAY INT'L TRUCKS	VALVE,HARNESS	\$468.29
PRAIRIE ARCHWAY INT'L TRUCKS	COOLANT IN OIL REPAIRS	\$618.05
O'BRIEN MITSUBISHI	COMBINATION LAMP KIT	\$125.27
DENNISON CORPORATION	CHECK ENGINE LIGHT REPAIR	\$127.50
General Fund Public Works Fleet Maintenance Total		\$15,592.68

General Fund Public Works Streets

Kris Toberman	CLOTHING FOR K TOBERMAN,	\$18.23
WEST SIDE CLOTHING	BOOTS	\$120.00
MOUNCE AUTOMOTIVE	IDOT INSPECTION/STICKER	\$20.00
LKM MOWING & LANDSCAPING	SNOW PLOW SERVICE	\$526.08
CORN BELT ENERGY CORP	STREET LIGHTS	\$7,979.93
CORN BELT ENERGY CORP	TRAFFIC SIGNALS	\$681.95
AMERENIP	JAN 16, 2013 ELECT. FOR 9	\$86.22
MUTUAL WHEEL CO	CHAIN, HOOD LATCH	\$55.40
MATHIS KELLY CONSTRUCTION	CONCRETE CLEANER	\$26.55
MATHIS KELLY CONSTRUCTION	CONCRETE TOOLS	\$295.54
MENARDS	HOSE & WATERING SET	\$33.98
MENARDS	MISC. SUPPLIES	\$137.17
BILL'S KEY & LOCK SHOP	KEYS & TOOLBOX KEYS	\$37.88
INTERSTATE ALL BATTERY CENTER	BATTERIES	\$119.98
MENARDS	CORD,OUTLET	\$42.72
MENARDS	HOSE,PUSH BROOM,SQUEEGEE	\$36.94
EAGLE AUTOMOTIVE	DEGREASER	\$241.00
DIAMOND VOGEL PAINT	LATEX INTERIOR PAINT	\$447.80
DIAMOND VOGEL PAINT	FILLER FINISH LATEX PAINT	\$223.90
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$161.50
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$364.80
STARK EXCAVATING	H1 EARLY CONCRETE	\$4,236.50

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
General Fund Public Works Streets Total		\$15,894.07
<u>General Fund Engineering Engineering Services</u>		
PARKWAY AUTO LAUNDRY	ENGINEERING DEC WASHES	\$7.00
PURITAN SPRINGS WATER	BOTTLED WATER	\$19.46
General Fund Engineering Engineering Services Total		\$26.46
<u>General Fund Parks & Recreation Recreation/Special Events</u>		
GREAT PLAINS MEDIA	RADIO ADVERTISING	\$500.00
General Fund Parks & Recreation Recreation/Special Events Total		\$500.00
<u>General Fund Parks & Recreation Recreation/Teen Programs</u>		
PANTAGRAPH	ADVERTISING	\$291.25
MINERVA SPORTSWEAR	PEE WEE SPORTS T-SHIRTS	\$145.00
READ'S SPORTING GOODS	ICE PACKS,EQUIPMENT BAGS	\$161.64
READ'S SPORTING GOODS	EQUIP.BAGS,BASKETBALLS	\$148.85
General Fund Parks & Recreation Recreation/Teen Programs Total		\$746.74
<u>General Fund Parks & Recreation Community Activity Center</u>		
NICOR GAS	ACTIVITY CTR.	\$1,108.29
General Fund Parks & Recreation Community Activity Center Total		\$1,108.29
<u>General Fund Parks & Recreation Golf Course</u>		
COMCAST OF CHICAGO INC	HIGH-SPEED INTERNET	\$96.00
NICOR GAS	IRNWD CLBHSE	\$346.23
COMCAST OF CHICAGO INC	XFINITY TV	\$31.84
CORN BELT ENERGY CORP	IRNWD CLBHSE	\$785.83
MENARDS	PARKS & REC DEC INVOICES	\$71.23
MENARDS	PARKS & REC NOV INVOICES	\$86.23
General Fund Parks & Recreation Golf Course Total		\$1,417.36
<u>General Fund Parks & Recreation Recreation/Youth Programs</u>		
MCLEAN COUNTY GLASS	WALL OF MIRRORS-YOUTH PRG	\$1,640.00
DENNY'S DOUGHNUTS & BAKERY	PARKS & REC INVOICES	\$72.00
General Fund Parks & Recreation Recreation/Youth Programs Total		\$1,712.00
<u>General Fund Parks & Recreation Theater</u>		
LHAT	MEMBERSHIP RENEWAL/NORMAL	\$395.00
AMERENIP	ACCT # 83436-98003/THEATR	\$43.93
CUMULUS BROADCASTING LLC	THEATER ADVERTISING	\$640.00
CUMULUS BROADCASTING LLC	THEATER ADVERTISING	\$30.00
PEPSI COLA GENERAL BOTTLERS	BEVERAGES	\$263.75
FEDEX	FILM SHIPPING	\$45.15
DHL AIR & OCEAN	"WIZARD OF OZ"	\$101.00
SONY PICTURES CLASSICS INC	"CHICKEN WITH PLUMS"	\$135.60
TWIN CITY AWARDS	SATIN BRASS SEAT TAG	\$15.00
BEER NUTS INC	BEER NUTS FOR THEATER	\$119.04
LHAT	PLAQUE (MEMBERSHIP)	\$5.00
General Fund Parks & Recreation Theater Total		\$1,793.47
<u>General Fund Parks & Recreation Aquatics</u>		
NICOR GAS	FV CONCESS.	\$274.20
NICOR GAS	FV POOL	\$1,453.86
MCMaster-CARR SUPPLY CO	ADJ.NEEDLE SCALER	\$212.01
General Fund Parks & Recreation Aquatics Total		\$1,940.07
<u>General Fund Parks & Recreation Children's Disc Museum</u>		
IAM	IAM ANNUAL DUES 2013	\$150.00
MENARDS	PARKS & REC NOV INVOICES	\$105.90
MENARDS	PARKS & REC DEC INVOICES	\$36.06
IRWIN, CASSANDRA	2 HRS FACE PAINT	\$50.00
HOLLY TOLEDO	2 HRS FACEPAINT- NOON YRS	\$50.00
LOWER, MICKEY	OCT-JAN ZDP	\$405.00
LOWER, MICKEY	NOON YRS FACE PAINT	\$100.00
FASTENAL COMPANY	CLIMBER	\$131.31
DISCOUNT SCHOOL SUPPLY	WASHABLE PAINTS FOR CDM	\$208.42
DENNY'S DOUGHNUTS & BAKERY	DOUGHNUTS & ROLLS FOR CDM	\$183.45
CHILDREN'S DISCOVERY SAN JOSE	PINSCEEEN REPAIR	\$805.00
General Fund Parks & Recreation Children's Disc Museum Total		\$2,225.14
<u>General Fund Parks & Recreation Rec.- Before/After School</u>		
MCLEAN COUNTY UNIT DISTRICT 5	MILK PROGRAM	\$622.80

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MCLEAN COUNTY UNIT DISTRICT 5	MILK PROGRAM	\$164.70
MCLEAN COUNTY UNIT DISTRICT 5	MILK PROGRAM	\$148.95
MCLEAN COUNTY UNIT DISTRICT 5	MILK PROGRAM	\$544.50
MCLEAN COUNTY UNIT DISTRICT 5	MILK PROGRAM	\$478.35
MCLEAN COUNTY UNIT DISTRICT 5	MILK PROGRAM	\$300.15
MCLEAN COUNTY UNIT DISTRICT 5	MILK PROGRAM	\$639.45
MCLEAN COUNTY UNIT DISTRICT 5	MILK PROGRAM	\$277.20
DENNY'S DOUGHNUTS & BAKERY	PARKS & REC INVOICES	\$100.00
General Fund Parks & Recreation Rec.- Before/After School Total		\$3,276.10
<u>General Fund Parks & Recreation Golf Course Maintenance</u>		
MILLER JANITOR SUPPLY	EXAM GLOVES	\$25.50
NICOR GAS	IRNWD MAINT.	\$176.87
CORN BELT ENERGY CORP	IRNWD GOLF IRRIG.	\$137.64
CORN BELT ENERGY CORP	IRNWD MAINT.	\$237.35
MENARDS	PARKS & REC NOV INVOICES	\$21.50
MENARDS	PARKS & REC DEC INVOICES	\$283.01
MENARDS	PARKS & REC DEC INVOICES	\$122.12
LAWSON PRODUCTS INC	JANITORIAL SUPPLIES	\$145.28
MENARDS	PARKS & REC NOV INVOICES	\$74.72
MENARDS	PARKS & REC DEC INVOICES	\$36.04
DARNALL PRINTING	BUSINESS CARDS	\$59.00
ERB TURF EQUIPMENT INC	BED KNIVES TOURNAMENT 22"	\$214.50
ERB TURF EQUIPMENT INC	BED KNIVES TOURNAMENT 22"	\$17.89
D & K PRODUCTS	GUARDRAIL/CLEARSCAPE	\$1,807.50
General Fund Parks & Recreation Golf Course Maintenance Total		\$3,358.92
<u>General Fund Parks & Recreation Parks Maintenance</u>		
CORN BELT ENERGY CORP	SHEPARD PK	\$531.60
CORN BELT ENERGY CORP	IRNWD BB DIAM.	\$143.60
CORN BELT ENERGY CORP	MAXWLL S. CONCESS	\$85.37
CORN BELT ENERGY CORP	MAXWELL S.BALL S.	\$85.22
CORN BELT ENERGY CORP	MAXWELL PK SHEL.T.	\$95.63
CORN BELT ENERGY CORP	MAXWLL PK TENNIS	\$52.54
CORN BELT ENERGY CORP	MAXWELL FLD 1-4	\$255.35
CORN BELT ENERGY CORP	SIGN W. COLLEGE	\$21.85
CORN BELT ENERGY CORP	HORSESHOE PIT	\$23.18
CORN BELT ENERGY CORP	SIGN-IRNWD PK	\$35.66
CORN BELT ENERGY CORP	MXWLL CONCESS STAND	\$300.01
CORN BELT ENERGY CORP	SAFETY TOWN	\$20.52
CORN BELT ENERGY CORP	SHED @ CHAMPION	\$54.40
CORN BELT ENERGY CORP	CHAMPION CONC.STAND	\$35.03
MENARDS	PARKS & REC NOV INVOICES	\$1,001.62
MCDONALD SUPPLY	MAINTENANCE SUPPLIES	\$13.65
HOME DEPOT CREDIT SERVICES	PARK & REC DEC INVOICES	\$29.91
CRESCENT ELECTRIC SUPPLY CO	ELECTRICAL SUPPLIES	\$91.86
CRESCENT ELECTRIC SUPPLY CO	ELECTRICAL SUPPLIES	\$5.23
NORD OUTDOOR POWER CORP	FILTER,ELEMENTS	\$106.20
INTERSTATE ALL BATTERY CENTER	BATTERY	\$147.68
MARTIN BROTHERS	MOWER PARTS & SUPPLIES	\$77.06
AZ COMMERCIAL	PARKS & REC DEC INVOICES	\$72.62
MOTION INDUSTRIES INC	OIL SEAL,HI-VOLUME TAPERS	\$466.31
MIDWEST EQUIPMENT II	MUFFLER,SCREW,COLLAR NUT	\$65.77
MENARDS	PARKS & REC DEC INVOICES	\$27.31
MARTIN BROTHERS	FILTERS,SPARK PLUGS	\$50.76
DUNMIRE EQUIPMENT CO	AIR FILTERS	\$55.85
DUNMIRE EQUIPMENT CO	OIL,AIR,& FUEL FILTERS	\$118.00
JOPAC COMPANIES	ELEMENT FOR COMPLEX EQUIP	\$94.58
THOMAS CHERRY	AUTO SUPPLIES	\$30.00
MAC TOOLS	WRENCH,MUFFLER KIT,BOOT	\$431.23
MTI DISTRIBUTING INC	FILTERS	\$119.18
MTI DISTRIBUTING INC	FILTERS	\$29.56
MIDWEST EQUIPMENT II	FILTERS	\$29.68
MIDWEST EQUIPMENT II	FILTER PRE CLEANER,FILTER	\$32.14
MIDWEST EQUIPMENT II	TAPER WEDGES,AIR FILTERS	\$117.81

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MIDWEST EQUIPMENT II	SUPPLIES FOR BUCKET TRUCK	\$518.00
H & H INDUSTRIES INC	ELECTRICAL SUPPLIES	\$74.90
MENARDS	PARKS & REC NOV INVOICES	\$409.16
ILLINOIS STANDARD PARTS INC	HARDWARE FOR MAINTENANCE	\$165.81
ILLINOIS STANDARD PARTS INC	HARDWARE FOR MAINTENANCE	\$132.00
LAWSON PRODUCTS INC	JANITORIAL SUPPLIES	\$244.11
LAWSON PRODUCTS INC	JANITORIAL SUPPLIES	\$17.94
HOME DEPOT CREDIT SERVICES	PARK & REC DEC INVOICES	\$8.97
MCLEAN COUNTY MATERIALS CO	#8 STONE	\$174.05
MENARDS	PARKS & REC DEC INVOICES	\$1,996.15
CHEMCO INDUSTRIES INC	IMPACT LUBE	\$124.00
CHEMCO INDUSTRIES INC	IMPACT LUBE	\$17.95
BRADFORD SUPPLY CO	TEE SLIP	\$36.26
RILCO OF PEORIA INC	OIL DRUM	\$686.56
EVERGREEN FS INC.	KEROSENE	\$75.61
MENARDS	PARKS & REC NOV INVOICES	\$60.33
H & H INDUSTRIES INC	BATTERY	\$319.98
MCMaster-CARR SUPPLY CO	ADJ.NEEDLE SCALER	\$212.02
General Fund Parks & Recreation Parks Maintenance Total		\$10,227.77
General Fund		\$222,925.22
Motor Fuel Tax Fund Public Works Motor Fuel Tax		
PLANNING & VALUATION CONSULTANTS	NORTHTOWN RD ACQUISITIONS	\$4,500.00
DONALD S. & BEVERLY J. WEST	ROW&EASMT, DONALD/BEVERLY	\$500.00
Motor Fuel Tax Fund Public Works Motor Fuel Tax Total		\$5,000.00
Motor Fuel Tax Fund		\$5,000.00
Community Development Fd Community Development Administration		
NORMALITE	ADVERTISING	\$936.00
UNIVERSITY OF ILLINOIS	UNITY CENTER	\$602.54
STARK EXCAVATING	CHURCH ST.RECONSTRUCTION	\$5,099.55
Community Development Fd Community Development Administration Total		\$6,638.09
Community Development Fd		\$6,638.09
Park Land Dedication Fund Parks & Recreation Park Land Dedication		
MENARDS	PARKS & REC NOV INVOICES	\$472.49
Park Land Dedication Fund Parks & Recreation Park Land Dedication Total		\$472.49
Park Land Dedication Fund		\$472.49
Capital Investment Fund Other-Capital Investment Capital Investment		
FARNSWORTH GROUP	FINAL PAYMENT ON INVOICES	\$153.30
MENARDS	PARKS & REC NOV INVOICES	\$148.67
FARNSWORTH GROUP	ENGINEERING SVCS ANDERSON	\$1,706.68
Capital Investment Fund Other-Capital Investment Capital Investment Total		\$2,008.65
Capital Investment Fund		\$2,008.65
Uptown Station Federal Grants TIGER IL-78-0001		
TREASURER, STATE OF ILLINOIS	GATEWAY PLAZA AGREEMENT	\$257,854.95
Uptown Station Federal Grants TIGER IL-78-0001 Total		\$257,854.95
Uptown Station		\$257,854.95
Main & Osage TIF Fund Administration - City Mgr TIF		
NORMAL MAIN, LLC	MAIN/OSAGE TIF PAYMENT	\$38,727.78
Main & Osage TIF Fund Administration - City Mgr TIF Total		\$38,727.78
Main & Osage TIF Fund		\$38,727.78
Water Fund		
WATER PRODUCTS CO OF ILLINOIS	FIRE HYDRANT-STEAMER	\$1,610.00
Water Fund Total		\$1,610.00
Water Fund Water Administration		
VERIZON WIRELESS	ACCT 980315707-00001 JAN1	\$228.19
BLOOMINGTON OFFSET PROCESS	UTILITY SHUT OFF NOTICES	\$430.00
Water Fund Water Administration Total		\$658.19
Water Fund Water Distribution		
ROGERS SUPPLY COMPANY	HOT SURFACE IGNITOR	\$31.18
MENARDS	3/4"OSB,1/2"PLYWOOD	\$237.05

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
WAYNE-DALTON CORP	REPAIR WEST OVERHEAD DOOR	\$115.00
JOHNSTONE SUPPLY	BLOWER ASSEMBLY	\$252.51
JOHNSTONE SUPPLY	BLOWER ASSEMBLY	\$9.00
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$498.75
ILLINOIS METER INC	B101 RETAINING PIN	\$1.37
ILLINOIS METER INC	B101 FRICTION COLLAR	\$133.64
ILLINOIS METER INC	FEED NUT & YOKE COMPLETE	\$310.34
ILLINOIS METER INC	10"-12" PILOT DRILL	\$267.00
ILLINOIS METER INC	10"-12" PILOT DRILL	\$12.54
MENARDS	DRILL BITS,LUMBER,BOLTS	\$195.59
MENARDS	LUMBER	\$138.75
MENARDS	SAWBLADE	\$11.99
MENARDS	LUMBER	\$41.88
MENARDS	3/4"OSB,1/2"PLYWOOD	\$36.90
MENARDS	3/4"OSB,1/2"PLYWOOD	\$5.97
WATER PRODUCTS CO OF ILLINOIS	MAIN VALVE RUBBER	\$449.28
LAWSON PRODUCTS INC	JANITORIAL SUPPLIES	\$211.17
LAWSON PRODUCTS INC	JANITORIAL SUPPLIES	\$132.48
LAWSON PRODUCTS INC	JANITORIAL SUPPLIES	\$25.26
MENARDS	32 GAL TRASH CANS	\$38.04
MENARDS	1000W TRIPOD WORKLIGHTS	\$59.94
MENARDS	TARPS	\$92.25
MOTION INDUSTRIES INC	PRESSURE GUAGE	\$400.98
MOTION INDUSTRIES INC	PRESSURE GUAGE	\$7.20
MOTION INDUSTRIES INC	PRESSURE GUAGE	\$9.75
WATER PRODUCTS CO OF ILLINOIS	NUTS FOR REPAIR CLAMPS	\$39.96
WATER PRODUCTS CO OF ILLINOIS	2" METER FLANGE GASKETS	\$15.12

Water Fund Water Distribution Total \$3,780.89

Water Fund Water Treatment

CORN BELT ENERGY CORP	HERSHEY RD BOOSTER PUMP -	\$857.55
CORN BELT ENERGY CORP	PUMP STATION - DECEMBER 2	\$997.62
CORN BELT ENERGY CORP	RECORDING EQUIPMENT - DEC	\$22.25
AMCO FENCE COMPANY INC	REPAIR FRONT FENCE	\$1,580.00
INTERSTATE ALL BATTERY CENTER	BATTERY FOR GENERATOR	\$393.20
DRYDON EQUIPMENT INC	CLEAN/INSPECT OF ACTUATOR	\$173.41
DRYDON EQUIPMENT INC	CLEAN/INSPECT OF ACTUATOR	\$172.05
MOTION INDUSTRIES INC	BALL BEARINGS	\$30.64
SPRINGFIELD ELECTRIC CO	CONTACT BLOCK	\$18.17
GRAINGER INC	FAN MOTOR	\$73.44
MENARDS	DECK SCREWS,SPONGE	\$49.73
MENARDS	SLAKER PARTS	\$22.26
MENARDS	PLEATED FILTERS	\$52.59
MILLER JANITOR SUPPLY	PAPER TOWELS	\$98.80
MCMASTER-CARR SUPPLY CO	AIR REGULATOR GAUGES	\$176.32
MENARDS	HAMMER	\$25.98
SHERWIN WILLIAMS FKA MAB PAINTS	PAINTING SUPPLIES	\$4.39
MENARDS	CONCRETE & MORTAR MIX	\$23.96
EAST ST HARDWARE & TOOLS	4" & 3" TEST PLUGS	\$7.00
AZ COMMERCIAL	BRAKE PARTS CLEANER	\$9.98
MORRIS TICK COMPANY INC	SLAKER FLOW METER STAND	\$20.00
EICHENAUER SERVICES INC	AUTOCLAVE SERVICE	\$147.50
PRISTINE WATER SOLUTIONS	PHI-3125 FOR WATER TRTMNT	\$3,557.40
MISSISSIPPI LIME COMPANY	LIME FOR WATER TREATMENT	\$3,507.40
MISSISSIPPI LIME COMPANY	LIME FOR WATER TREATMENT	\$3,436.21
MISSISSIPPI LIME COMPANY	LIME FOR WATER TREATMENT	\$3,501.82

Water Fund Water Treatment Total \$18,959.67

Water Fund \$25,008.75

Sewer Fund Sewer Administration

ELECTRIC PUMP	LIFT STATIONS SVC AGRMNT	\$3,170.71
CORN BELT ENERGY CORP	SEWAGE PUMP STATIONS	\$3,389.24
CENTRAL SUPPLY CO	DISH DETERGENT	\$99.50
MENARDS	4X8 OSB	\$299.92
REDNECK INC	ATWOOD COUPLER	\$37.66

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MENARDS	SEAFOAM	\$49.99
WEAVER'S RENT-ALL	DRILL RENTAL	\$60.00
FASTENAL COMPANY	PAINT MARKERS	\$19.63
MCLEAN COUNTY CONCRETE	CONCRETE,CALCIUM CHLORIDE	\$97.41
MCLEAN COUNTY MATERIALS CO	PEA GRAVEL	\$18.12
STARK EXCAVATING	H1 EARLY CONCRETE	\$483.40
CITY OF BLOOMINGTON	AUG SHARED SEWER CHARGES	\$329.29
CITY OF BLOOMINGTON	MMNA SEWER SHARE	\$20,205.91
Sewer Fund Sewer Administration Total		\$28,260.78
Sewer Fund		\$28,260.78
Water Replacement Fund Water Administration		
ILLINOIS METER INC	4" DRILL BIT	\$154.74
Water Replacement Fund Water Administration Total		\$154.74
Water Replacement Fund		\$154.74
Health & Dental Ins Fund Administration - City Mgr Health Insurance		
VSP	VSP PREMIUM FEB 2013	\$2,492.14
HORTON GROUP INC	INSURANCE CONSULTING FEE	\$3,720.00
HORTON GROUP INC	INSURANCE CONSULTING FEE	\$3,720.00
Health & Dental Ins Fund Administration - City Mgr Health Insurance Total		\$9,932.14
Health & Dental Ins Fund		\$9,932.14
Police Pension Fund		
WACHOVIA SECURITIES	ALLEGIANCE CAP PURCHASE	\$3,000,000.00
WACHOVIA SECURITIES	POL PEN DSIP PURCHASE	\$1,000,000.00
Police Pension Fund Total		\$4,000,000.00
Police Pension Fund		\$4,000,000.00
Gen Veh Replacement Fund Facility Management Administration		
BOBCAT OF BLOOMINGTON	CT122 COMPACT TRACTOR	\$24,946.06
Gen Veh Replacement Fund Facility Management Administration Total		\$24,946.06
Gen Veh Replacement Fund Information Technology Administration		
MNJ TECHNOLOGIES DIRECT INC	MODEMS	\$543.15
DELL FINANCIAL SERVICES LP	KEYBOARD & MOUSE	\$32.49
DELL FINANCIAL SERVICES LP	REPLACEMENT COMPUTERS	\$4,025.34
DELL MARKETING LP	WATER SERVER	\$11,558.91
Gen Veh Replacement Fund Information Technology Administration Total		\$16,159.89
Gen Veh Replacement Fund Fire Administration		
ALEXIS FIRE EQUIPMENT COMP.	2012 TYPE 1 AMBULANCE	\$172,309.00
Gen Veh Replacement Fund Fire Administration Total		\$172,309.00
Gen Veh Replacement Fund Parks & Recreation Golf Course		
STINDE ELECTRIC	SVC ON GOLF CART CHARGERS	\$18,150.00
MENARDS	PARKS & REC DEC INVOICES	\$2,916.31
STINDE ELECTRIC	INSTALL 74 GFI BREAKERS	\$3,404.00
PRAXAIR DISTRIBUTION INC	HELMET,GLOVES,JACKET	\$96.15
Gen Veh Replacement Fund Parks & Recreation Golf Course Total		\$24,566.46
Gen Veh Replacement Fund		\$237,981.41
Grand Total		\$4,834,965.00

TOWN COUNCIL ACTION REPORT

January 31, 2013

Motion to Accept a Bid from Continental Resources, Inc. in the Amount of \$44,398.55 for a Network Storage Appliance and Professional Services

PREPARED BY: Mindy L. Dance, Director of Information Technology

REVIEWED BY: Pamela S. Reece, Deputy City Manager
John Cherry, Network Administrator

BUDGET IMPACT: Funds in the amount of \$50,000 are budgeted in line item 733-4010.415.75-45 for this equipment in the current fiscal year.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Bid Recap

BACKGROUND

A network storage appliance provides mass storage for all Windows based servers and for file shares. In the 2007 fiscal year, the Town purchased the existing Netapp network storage appliance. The Information Technology Department has been pleased with the performance of this device over the past 6 years. Replacement of this device was postponed due to the relocation of the network backbone to Uptown Station.

Currently the Town has 5TB of storage. We are quickly running out of space on the current device. This is mainly due to the implementation of a new system for Microfilming and from an increased number of videos and photos used for marketing and presentations.

DISCUSSION/ANALYSIS

Bids for the Network Storage Appliance project were opened on January 24th at 10:00 a.m. The summary is attached to this report.

The IT Department staff has evaluated the submissions and has concluded that Continental Resources, Inc. has submitted the lowest complete bid and should be awarded the contract in the amount of \$44,398.55 which is \$5,601.45 under the budget estimate. The bid includes professional services relating to the installation and initial configuration to connect this appliance to existing network equipment.

This proposed device will increase our storage capacity to 23TB which allows for future growth. The software gives us additional functionality such as the ability to identify and eliminate duplicate files being stored in multiple locations on the network.

If approved, we anticipate the equipment will be received within 30 days. IT Staff will begin working with Continental Resources in February on the implementation phase of the project.

Vendor	Product	SATA	SAS	HW/SW	Support	Install	Shipping	Trade	TOTAL	Local	LPP Disc
Burwood	Netapp FAS2240	12x2TB	24x600GB	52,074.86	11,001.19	3,869.00	900.00	2,000.00	65,845.05	Y	63,211.25
ConRes	Netapp FAS2240	12x2TB	24x600GB	36,517.00	7,323.00	1,500.00	265.00	1,206.45	44,398.55	N	44,398.55
Sentinel	EMC VNX5300	12x2TB	24x600GB	42,907.00	2,940.00	5,760.00	300.00	7,500.00	44,407.00	N	44,407.00
MNJ Tech	HP 3PAR 7200	12x2TB	16x900GB	45,731.00	19,966.00				65,697.00	N	65,697.00

TOWN COUNCIL ACTION REPORT

January 31, 2013

Resolution Authorizing the Execution of Schedule Number 1 to the Frontier Service Agreement Dated April 20, 2012 With Frontier Communications of America, Inc. for a Leased T1 Line

PREPARED BY: Mindy L. Dance, Director of Information Technology

REVIEWED BY: Pamela S. Reece, Deputy City Manager
Mark R. Peterson, City Manager

BUDGET IMPACT: If approved, the monthly leasing cost will be \$536.50 per month. There is a onetime charge of \$1080 for installation and setup fees. Funds are budgeted in line item 001-4010-415.30-15 for monthly rental of a T1 line.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution and Agreement

BACKGROUND

The Town currently leases a T1 circuit from A5 Communications that provides connectivity for the Police Department to access the Electronic Justice System (EJS) and for other shared information that is housed by McLean County. That contract is set to expire on April 5, 2013 and the cost is \$690 per month. Staff has received information from A5 that the lease fees would likely increase at contract renewal.

DISCUSSION/ANALYSIS

On May 21, 2012, Council approved a resolution authorizing the execution of an agreement with Frontier Communications of America, Inc for leased lines and long distance service. In order to leverage better pricing for an additional T1 circuit, staff sought a quotation from Frontier for a T1 circuit. Frontier responded with a quote of \$536.50 per month and has issued an amendment to the agreement. The amendment (Schedule 1) reflects the lease of a T1 line effective April 1, 2013.

The proposed amendment is for a 3 year term for the lease of a T1 line at a cost of \$536.50 per month. This leased line will replace the existing line from A5 Communications and will result in annual savings of approximately \$1,800.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF COMMUNICATION SERVICES FROM FRONTIER COMMUNICATIONS OF AMERICA, INC.

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Town of Normal entered into a Service Agreement with Frontier Communications of America, Inc. on April 20, 2012; and

WHEREAS, the Town of Normal desires to amend said Agreement by adding Schedule Number 1 to said Agreement which schedule provides for the purchase of an additional T1 business line for a period of 36 months at a total cost of \$20,394.00; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to authorize the purchase of said services from Frontier Communications of America, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the City Manager, or his designee, is hereby authorized to execute for and on behalf of the Town of Normal Schedule Number 1 to the Frontier Service Agreement dated April 20, 2012, with Frontier Communications of America, Inc. A copy of Schedule Number 1 is attached hereto and incorporated herein by reference.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to retain a fully executed copy of Schedule Number 1 on file in her office for public inspection.

ADOPTED this ____ day of _____, 2013.

APPROVED:

President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

Town Clerk

(seal)



This is Schedule Number 1 to the Frontier Services Agreement dated April 20, 2012 (“FSA”) by and between Town of Normal (“Customer”) and Frontier Communications of America, Inc. on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: **100 E. Phoenix**
 City, State, Zip: **Normal, IL 61761**

Schedule Date:

April 1, 2013

Service Term:

36 months

Local Service	Quantity	NRC	MRC	Total (Qty)(NRC + (MRC x Term))
Business Lines DS1-520 S Fedral Chicago Verizon Wireless to Town of Normal, (Phoenix St Loc), IL	1	\$1080	\$536.50	\$20,394
Centrex		\$	\$	\$
DIDs		\$	\$	\$
ISDN PRI		\$	\$	\$
ISDN BRI		\$	\$	\$
Digital Channel Service (DCS)		\$	\$	\$
Local Measured Service (LMS) Plan		\$	\$	\$
Foreign Exchange Service (FXS)		\$	\$	\$
PBX Trunks – Analog		\$	\$	\$
Features:		\$	\$	\$
Other:		\$	\$	\$
Subtotal:		\$	\$ 536.50	\$ 20,394

Long Distance Service	Quantity	Rate	MRC	Total (Qty)(MRC x Term)*
One Plus - Intrastate		\$	\$	\$
One Plus - Interstate		\$	\$	\$
Toll Free - Intrastate		\$	\$	\$
Toll Free - Interstate		\$	\$	\$
IntraLATA		\$	\$	\$
International		\$	\$	\$
Dedicated - OnePlus		\$	\$	\$
Dedicated – Toll Free		\$	\$	\$
EAS/EMS		\$	\$	\$
Audio Conferencing		\$	\$	\$
Other:		\$	\$	\$
Other:		\$	\$	\$
Subtotal:			\$	\$

Standard Domestic Block Of Time Plans:	Overage Rate	Minutes / MRC	Total (MRC x Term*)
1+ outbound for T1 / PRI / Centrex / B1s	\$0.06/min.	0 min. @ \$0/mo.	\$
Toll Free for T1 / PRI / Centrex / B1s	\$0.06/min.	0 min. @ \$0/mo.	\$
Alternate Domestic Block Of Time Plans:	Overage Rate	Minutes / MRC	Total (MRC x Term*)
1+ outbound for T1 / PRI / Centrex / B1s	\$0.04/min.	0 min. @ \$0/mo	\$
Toll Free for T1 / PRI / Centrex / B1s	\$0.05/min.	0 min @ \$0/mo.	\$
(*subject to overage rate, as applicable) *Subtotal:			\$

Estimated Total Contract Value (subject to usage and surcharges):	\$20,394
--------------------------------------------------------------------------	-----------------



This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	Town of Normal
<i>Frontier's Signature:</i>	<i>Customer's Signature:</i>
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

In Process

TOWN COUNCIL ACTION REPORT

January 31, 2013

An Ordinance Abating the Levy of 2012 Property Taxes for Special Service Area Number One

PREPARED BY: Andrew Huhn, Director of Finance

REVIEWED BY: Pamela S. Reece, Deputy City Manager
Steven D. Mahrt, Corporation Counsel
Mark R. Peterson, City Manager

BUDGET IMPACT: The original 2012 property tax levy of \$724,008 for the Special Service Area will be abated in the amount of \$251,323 resulting in a property tax levy of \$472,685.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: SSA Tax Levy Abatement Calculation
Proposed Ordinance

BACKGROUND

On November 19, 2012 the City Council approved a property tax levy totaling \$15,386,711. During the same meeting the Council authorized abatement of all property taxes associated with the 2004, 2005, 2006, 2007, 2008, 2009, 2009A, 2010A and 2012 general obligation bond issues. Those abatements totaled \$5,506,711.

One exception to the abatement process was related to the Special Service Area (SSA) bonds issued for the Shoppes at College Hills development. These SSA bonds are to be abated to the extent that rebated revenue from the 1% sales tax generated from the development is available to meet required principal and interest payments. The bond ordinance requires that the abatement calculation be made annually in February.

DISCUSSION/ANALYSIS

The initial bond ordinance documents anticipated that some property tax dollars would be levied in support of the principal and interest payments associated with the SSA bonds. This property tax amount is assessed against the owners of the property within the special service tax area. The levy has no impact on the Town's total property tax projected rate of \$1.2017.

The abatement calculation, based upon rebated sales tax on hand, has now been determined. The Finance Department has worked in cooperation with Busey Bank officials, which are the current holder of the SSA bonds. The original 2012 approved tax levy for the SSA area totaled \$724,008. After adjusting the levy for interest earned and sales tax collected, the resulting tax levy requirement totals \$472,685. The resulting SSA levy abatement amount is \$251,323.

TOWN COUNCIL ACTION REPORT

**Town of Normal
SSA Tax Levy Abatement Calculation
February 1, 2013**

Calculation of Funds Available

Cash available as of February 1, 2013:	\$1,005,443	
Less June 1, 2013 payment	-\$203,120	
Less Accumulated DSFR Reserve	-\$551,000	
 (\$10,000+\$165,000+\$205,000+\$171,000)		
Funds Available:	<u>\$251,323</u>	
 Required Amount Feb 1, 2013 (2012 Tax Levy)	<u>\$724,008</u>	
 Under Funded Amount (Required Tax Levy)	\$472,685	
 Amount to Be Abated		\$251,323

ORDINANCE NO. _____

AN ORDINANCE PARTIALLY ABATING THE LEVY OF 2012 TAXES FOR SPECIAL SERVICE AREA NUMBER ONE UNLIMITED AD VALOREM TAX BONDS, TAXABLE SERIES 2004 FOR THE TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS IN THE PRINCIPAL AMOUNT OF FIVE MILLION FIVE HUNDRED AND TEN THOUSAND DOLLARS AS AUTHORIZED BY THE TOWN COUNCIL ON DECEMBER 6, 2004 BY ORDINANCE NO. 4986

WHEREAS, the Town of Normal, Illinois, has a population in excess of 25,000 and pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, is therefore a Home Rule Unit which may exercise any power or perform any function pertaining to its government and affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, on the 6th day of December, 2004, the Normal Town Council did adopt Ordinance No. 4986, providing for the issuance of Special Service Area Number One Unlimited Ad Valorem Tax Bonds of the Town of Normal, in the amount of \$5,510,000.00; and

WHEREAS, the Town of Normal did, at a subsequent date, file a certified copy of Ordinance No. 4986 with the Office of the County Clerk of McLean County, directing by said Ordinance that said Clerk shall in the years of 2005 to 2023 both years included, levy against the taxable property within said Special Service Area and extend for collection on the tax books an amount to provide for the payment of interest and principal upon the Bonds previously authorized and sold per a schedule established in said Ordinance; and

WHEREAS, the Town Council desires to abate a portion of said tax levy for the year 2012, on the basis of having sufficient funds on hand to pay a portion of the requirements of said Ordinance No. 4986.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the County Clerk of McLean County, Illinois, is hereby authorized and directed by the Town Council for the Town of Normal, Illinois, to abate \$251,323.00 of the tax, heretofore provided by the filing of Ordinance No. 4986, which Ordinance provided for the issuance of \$5,510,000.00 in Special Service Area Number One Unlimited Ad Valorem Tax Bonds of the Town of Normal and the levy of a sufficient tax as set forth in said Ordinance, which Ordinance was passed on December 6, 2004, and a certified copy of which was filed with the County Clerk, McLean County, thereafter.

SECTION TWO: That the Town of Normal declares that funds are, or will be on hand to pay \$251,323.00 of the tax levied by the above described Ordinance for the Fiscal Year commencing April 1, 2012 and that the levy of the tax as provided in the aforesaid Ordinance No. 4986 for said fiscal year is partially unnecessary, therefore, the County Clerk is directed to abate and not extend the said tax to the extent of \$251,323.00, but directed to levy the balance required under Ordinance No. 4986.

SECTION THREE: That the Town Clerk is hereby directed and authorized to file a certified copy of the Ordinance in the Office of the County Clerk prior to March 1, 2013.

SECTION FOUR: That the Town Clerk be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

SECTION SIX: That this Ordinance is adopted pursuant to the Home Rule Authority, granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

President of the Board of Trustees of the Town of
Normal, Illinois

ATTEST:

Town Clerk

(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2013, with _____ voting aye; _____ abstaining; _____ voting nay: and _____ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Reece				Councilman Scott			
Councilman Nielsen				Councilwoman Gaines			
Councilman Fritzen				Mayor Koos			
Councilman McCarthy							

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2013.

The foregoing ordinance was published in pamphlet form on the ___ day of _____, 2013.

General Orders

TOWN COUNCIL ACTION REPORT

January 31, 2013

Resolution Authorizing an Amendment to the Current Agreement with Republic Services of Bloomington, IL for the Transfer and Disposal of Solid Waste Collected by the Town

PREPARED BY: Robin Weaver, Director of Public Works

REVIEWED BY: Mark R. Peterson, City Manager
Steven. R. Mahrt, Corporation Council
Tom Ramirez, Waste Removal Supervisor

BUDGET IMPACT: The proposed contract rates take effect on March 1, 2013. Sufficient funds (\$43,684) have been budgeted for March 2013 in the current budget and sufficient funds of \$524,214 have been budgeted for 11 months in FY 2013-14 in account 001-7025-432.20-10.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Resolution Authorizing an Amendment,
Proposal letter from Republic Services,
Copy of current contract with extension letter

BACKGROUND

The Town, together with the City of Bloomington, have jointly contracted with Republic Services of Bloomington, IL (previously named Allied, preceded by American Disposal Services of Illinois, Inc., and Sexton) since 1997. The current contract established a predetermined, annually adjusted rate that the Town and City pay to receive transfer and disposal services through February 28, 2013. Through this contract the Town's collected refuse is deposited at Republic's waste transfer facility at 2112 W. Washington St. in Bloomington. Republic then transports the waste to either their local waste landfill or to one of their other nearby landfills in central Illinois.

DISCUSSION/ANALYSIS

In the past the contract has been approved and extended in multi-year increments. Given that other options for our waste stream may exist in the next few years, staff sought a one year extension. The proposed annual increase of 3% is consistent with increases since 1997.

During calendar year 2012 the Town collected and disposed of almost 12,000 tons of solid waste through Republic Services. Of this sum, 8,518 tons were household waste and 3,276 tons were bulky waste. The current contract requires that the Town take all solid waste to Republic Services. Negotiation with the vendor has resulted in a change to the contract to allow the Town to take bulky waste to Republic Services or not, depending on Town discretion. This change was sought so that bulky

TOWN COUNCIL ACTION REPORT

waste could be taken to a Construction and Demolition recycling facility so that approximately 80% of it could be recycled instead of being put in a landfill. Delay in filling the landfills will delay increasing waste disposal costs.

To summarize, the contract extension would add one year to the contract, incorporate a 3% increase in the rate effective March 1, 2013 and permit but not require the Town to take bulky waste elsewhere based on the Town's sole decision.

Staff recommends approval of this resolution to amend the solid waste disposal Agreement.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AMENDMENT TO A SOLID WASTE AGREEMENT WITH REPUBLIC SERVICES

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Town of Normal entered into an agreement with John Sexton Contractors Co. for the disposal of solid waste collected in the Town of Normal; and

WHEREAS, American Disposal Services of Illinois, Inc. d/b/a Bloomington Transfer Station ("Republic") has succeeded to the interest of John Sexton Contractors Company in said agreement; and

WHEREAS, the Town of Normal and Republic desire to amend said agreement as provided herein; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to approve an amendment to the existing agreement for solid waste disposal services.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President be and he is hereby authorized to execute for and on behalf of the Town of Normal a First Amendment to an agreement between Republic and the Town of Normal for the disposal of solid waste collected in the Town of Normal. A copy of said amendment is marked Exhibit A, attached hereto and incorporated herein.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to attest to the signature of the President on said amendment and to retain a fully executed duplicate original of said amendment in her office for public inspection.

ADOPTED this _____ day of _____, 2013.

APPROVED:

President of the Board of Trustees of
the Town of Normal, Illinois

ATTEST:

Town Clerk
(Seal)



November 30, 2012

Robin Weaver
Director of Public Works
Town of Normal
1301 Warriner St
Normal, Illinois 61761

RE: Town of Normal Disposal Contract Extension

Dear Robin,

Thank you for the opportunity to discuss Republic's (American Disposal Services of Illinois, Inc.) intent to provide pricing for a one year Disposal Contract extension.

Based on our discussions, Republic would like to propose the following pricing for Solid Waste Disposal:

March 1, 2013 – February 28, 2014 = \$44.44 ton

Republic remains committed to providing the Town of Normal a disposal option at our IEPA permitted Bloomington Transfer Facility.

Please feel free to contact me to further discuss

Regards,

A handwritten signature in blue ink that reads 'Dan Winters'.

Dan Winters
General Manager
Republic Services
West Central Illinois Business Unit

FIRST AMENDMENT TO WASTE DISPOSAL AGREEMENT

This First Amendment to a Waste Disposal Agreement is entered into this _____ day of January, 2013 by and between the Town of Normal, Illinois (the “Town”) and American Disposal Services of Illinois, Inc. d/b/a Bloomington Transfer Station (“Republic”).

WHEREAS, Republic is the successor to a Waste Disposal Agreement between John Sexton Contractors Co. and the Town of Normal, Illinois dated February 24, 1997 and extended June 28, 2007 (the “Agreement”) for the disposal of solid waste collected in the Town; and

WHEREAS, the Town and Republic mutually desire to amend Section 2.(a) of the Agreement, and further desire to extend the term of the Agreement for an additional one-year period.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE TOWN AND REPUBLIC AGREE AS FOLLOWS:

1. Delivery by City. Section 2.(a) of the Agreement shall be deleted in its entirety and the following inserted in lieu thereof:

“2.(a) **Delivery by City.** City will deliver for disposal at the Bloomington Transfer Station all or some of the Refuse collected by the City, its agents and employees during the term of this Agreement.”

2. Term. The term of the Agreement shall be extended for an additional one-year period from March 1, 2013 through February 28, 2014 (the “Renewal Term”).

3. Pricing. The pricing for solid waste disposal to be paid by Town to Republic during the Renewal Term shall be \$44.44 per ton and the Town and Republic agree that no specific volume of solid waste shall be fixed during the Renewal Term.
4. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.
5. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
6. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

Executed this ____ day of January, 2013.

Town of Normal, Illinois
a Municipal Corporation

American Disposal Services of Illinois, Inc.

By _____
President

By _____
Its _____

Attest:

Town Clerk

TOWN COUNCIL ACTION REPORT



May 15, 2007

Michael Hall, Public Works
Town of Normal
100 E. Phoenix
Normal, IL 61761

RECEIVED
MAY 22 2007

BY:.....

Dear Mr. Hall:

American Disposal Services of Illinois, Inc would like to propose an extension to the existing Town of Normal Waste Disposal Agreement. The original Agreement executed on February 24, 1997 was assigned to American Disposal Services of Illinois, Inc. in November 1997.

American Disposal proposes a five year contract extension commencing on March 1, 2008. Proposed rates as follows:

March 1, 2008 - February 28, 2009 = \$36.89 ton

March 1, 2009 - February 28, 2010 = \$38.36 ton

March 1, 2010 - February 28, 2011 = \$39.90 ton

March 1, 2011 - February 29, 2012 = \$41.49 ton

March 1, 2012 - February 28, 2013 = \$43.15 ton

American Disposal values the Town's business and looks forward to continuing to provide waste disposal services.

Again, thank you for taking time to consider extending the Town of Normal Waste Disposal Agreement.

Sincerely,

Daniel J. Winters
General Manager

2112 W Washington Street
Bloomington, IL 61704
309 827 8631 / FAX 309 828 2569
www.disposal.com

FILE

OW
COPY

WASTE DISPOSAL AGREEMENT BETWEEN JOHN SEXTON
CONTRACTORS CO., THE CITY OF BLOOMINGTON,
AND THE TOWN OF NORMAL

THIS AGREEMENT (the "Agreement") is made as of the 24th day of February, 1997, by and between JOHN SEXTON CONTRACTORS CO., Delaware corporation (the "Contractor"), the CITY OF BLOOMINGTON, ILLINOIS, and the TOWN OF NORMAL, ILLINOIS, both of which are municipal corporations (collectively, the "City").

RECITALS

WHEREAS, Contractor owns a solid waste transfer facility (the "Bloomington Transfer Station") which accepts Refuse for disposal (with the exception of certain hazardous, special and other wastes as set forth later in this Agreement); and

WHEREAS, the City has assumed responsibility for the collection of Refuse generated within the City limits, and the City wishes to dispose of some or all of the Refuse generated within the City at the Bloomington Transfer Station.

NOW THEREFORE, in consideration of the terms, conditions, obligations and covenants set forth in this Agreement, the City and Contractor covenant and agree as follows:

1. Performance by Contractor. The performance and obligations of Contractor hereunder shall be termed the "Work", which shall include the following:

(a) Acceptance by Contractor Contractor shall accept for disposal, at its Bloomington Transfer Station all Refuse, as defined by the Bloomington City Code and the Normal Town Code (as appropriate) (the "Refuse"), collected by the City, its agents and employees for the consideration hereinafter set forth which the City shall transport to the Bloomington Transfer Station subject to the exceptions set forth hereafter. The Refuse may include solid waste collected from City-owned buildings, public litter receptacles, and all other items of whatsoever kind or nature except hazardous wastes as defined by Federal law, special wastes as defined by the State of Illinois, white goods, tires, landscape waste, lead/acid batteries, asbestos containing materials, or any other materials which at this time or in the future may not be disposed in transfer stations or sanitary landfills pursuant to Federal or State statutes, rules or regulations. Contractor retains the right to refuse or reject after acceptance any loads containing any materials described above.

FILE 1-3
Solid Waste Disposal Contract 1998-2008

(b) Compliance with Laws Contractor shall, during the term of this Agreement, or any extensions or renewals thereof, fully comply with all Federal, State and local laws, statutes, ordinances, rules and regulations which in any manner control, affect or relate to the Work or the ownership, operation and/or maintenance of a transfer station in the State of Illinois, its operating permit, and the performances, obligations, operations or conduct of the Work hereunder, including all laws, statutes, ordinances, rules and regulations which are subsequently enacted. City shall have the right to request and receive verification from Contractor of its compliance with the provisions of this paragraph, to the extent Contractor is reasonably able to provide such verification.

(c) Permits and Licenses Contractor shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority which are necessary for it to fully perform the Work, including those required to own, operate and/or maintain the Bloomington Transfer Station.

(d) Operating Times Contractor shall accept Refuse from the City at the Bloomington Transfer Station between 7:00 a.m. and 3:30 p.m. Monday through Friday, and between 7:30 a.m. and 11:30 a.m. on Saturdays. The parties acknowledge that the following days are holidays for employees of the Bloomington Transfer Station:

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day

(e) Emergency Use of Landfill In the event that due to an emergency situation (for example, destruction of the Bloomington Transfer Station due to fire, tornado or act of God) the Contractor is unable to process Refuse at the Bloomington Transfer Station, Contractor will accept Refuse at its McLean County Landfill ("Landfill") for the duration of such emergency situation, provided that the Contractor at such time is operating the Landfill and the Landfill is allowed to accept the Refuse in accordance with its permit and with all applicable laws and regulations. If Refuse is delivered to the Landfill, City will pay the same Rate as it would pay at such time for disposal at the Bloomington Transfer Station.

(f) Continued Operation During the entire term of this Agreement, Contractor will maintain a transfer station either at its present location, or in the City of Bloomington, or in the Town of Normal.

(g) Indemnification Contractor agrees to indemnify and hold the City harmless from and against any loss, damage, or claim (including reasonable attorneys fees) resulting from or arising out of the negligent acts or omissions of Contractor in the performance of its obligations under this Agreement.

2. Performance by the City.

(a) Delivery by City City will deliver for disposal at the Bloomington Transfer Station all Refuse collected by the City, its agents and employees during the term of this Agreement.

(b) Permits and Licenses City shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority necessary for it to transport Refuse to Contractor, and will comply with the provisions contained within Contractor's operating permit and all reasonable rules and regulations promulgated by Contractor relating to receipt and disposal of Refuse.

(c) Compliance with Rules City drivers will obey posted speed and traffic control signs. Refuse will be disposed of at the location and in the manner directed by the Contractor's managers or its supervisors.

(d) Indemnification City agrees to indemnify and hold the Contractor harmless from and against any loss, damage, or claim (including reasonable attorneys fees) resulting from or arising out of the negligent acts or omissions of City in the performance of its obligations under this Agreement.

3. Assignment. In the event that the City discontinues using its own employees to collect the City's Refuse and contracts for all such work with a third party, including the issuance of any franchise therefor, then the City shall assign this Agreement to such contractor or franchisee and shall require such contractor or franchisee to comply with all obligations contained in this Agreement during the remaining term thereof. In such event Contractor shall charge the City for all Refuse delivered by such contractor or franchisee at the same rates as set forth herein. Any such assignment shall not be deemed to be a cause to terminate this Agreement.

4. Term.

(a) This Agreement shall be for an initial period of ten (10) years, commencing on March 1, 1998, and will be automatically renewed for additional periods of one (1) year each unless either party gives ninety (90) days written notice to the other prior to the expiration date of the original term or any renewal period. All terms, conditions, covenants and agreements set forth herein shall be applicable to any extension or renewal of this Agreement, except that the parties will negotiate in good faith mutually acceptable rates to be paid by the City during any renewal periods.

(b) This Agreement shall be subject to cancellation in the event either party is guilty of a material breach of this Agreement; provided, however, that the Agreement may not be cancelled if the breaching party cures the breach within ten days of receipt of written notice from the other party; provided further, if the breach is of such a nature that it is impossible to cure within such ten day period, the Agreement may not be cancelled so long as the breaching party continues to diligently pursue a cure, unless such breach relates to the inability of Contractor to accept Refuse at the Bloomington Transfer Station as a result of the cancellation or suspension of its permit by the Illinois Environmental Protection Agency.

5. Compensation.

(a) In consideration for the Work, the City agrees to pay Contractor the appropriate rate set forth in Exhibit A, which is attached to and incorporated into this Agreement (the "Rate") for each ton of Refuse delivered to the Bloomington Transfer Station. The Rate shall apply regardless of whether the Refuse delivered by the City to Contractor is loose or compacted. City agrees that any delivery of Refuse by City to Contractor shall be deemed to be at least one (1) ton per vehicle.

(b) Whenever the Bloomington Transfer Station remains open past closing time solely because of a request of the City, the City shall pay Contractor a rate of \$60.00 per hour for any actual time the facility remains open; provided, however, that this charge shall not be applied if the reason the City requested the facility to remain open was to dispose of refuse resulting from fires, floods, explosion, accidents, weather or Acts of God.

(c) At no time during the term of this Agreement, including any renewal term, shall any fine or penalty entered against Contractor for any breach or violation of any Federal, State or local law, statute, ordinance, rule or regulation, be passed through to the City.

(d) Contractor shall invoice the City, on a semi-monthly basis, for the total quantity of refuse delivered to the facilities covered by this Agreement.

(e) All invoices sent to the City by Contractor shall be paid within thirty (30) days after receipt, provided, however, in the event of any dispute as to any invoice, the City will pay the amount that is not in dispute, and will undertake discussions and negotiation with Contractor to resolve any discrepancy or dispute in any invoice, and shall, upon resolution of any discrepancy or dispute, pay said agreed upon amount as soon as reasonably possible. In order to enable the parties to reach a resolution of any discrepancy or dispute, Contractor shall maintain records indicating, in sufficient detail, dates, truck numbers, amounts, tonnages, etc. included in each invoice and shall make available such records to the City in the event of any discrepancy or dispute concerning any invoice.

6. Specific Performance. The parties hereto agree that substitute performance of the Work will be difficult or impossible to obtain without undue hardship or extreme expense to either party, and in the event Contractor or City fails or refuses to perform the Work hereunder, the parties hereto agree that the other party has an inadequate remedy at law. Therefore, Contractor or City may be compelled to specifically perform the Work under this Agreement.

7. Independent Contractor. It is understood and agreed that Contractor is an independent contractor.

8. Insurance. The parties shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit
Environmental Liability for Third-Party Bodily Injury or Property Damage Arising from Contractor's Cargo Due to Upset, Overturn, or Damage to Vehicle	\$1,000,000

The parties shall provide one another with a certificate of insurance and shall keep this insurance in effect during the term of this Agreement; provided, in the event City uses its governmental

powers to enter into a pooled insurance arrangement or self-funded insurance arrangement, such arrangement shall be deemed to be in compliance with the requirements of this section.

9. **Equal Opportunity.** It is the affirmed policy of the City to encourage utilization of the community's human resources on an equal opportunity basis. The City requires all contractors and vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, sex, ancestry, non-job related handicaps or national origin. To accomplish this result, all contractors doing or proposing to do business with the City will be required to submit on request an acceptable written affirmative action plan for the utilization of all available workers on an equal opportunity basis. Contractor hereby agrees, as a material part of the Agreement, to comply with the City of Bloomington Contract Compliance Program, Section I, Paragraph (3), titled "Equal Employment Opportunity".

10. **Entire Agreement.** This Agreement contains all of the agreements and conditions made between the parties hereto, and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

11. **Notices.** All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to the parties at the addresses as hereinafter set forth. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon receipt or personal delivery, whichever is applicable.

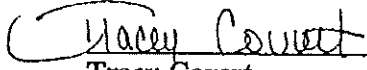
12. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois.

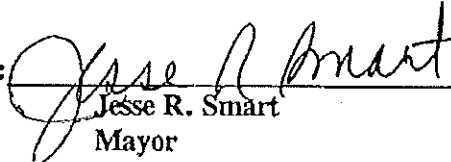
13. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of Contractor and City.

EXECUTED this 24th day of February, 1997.

ATTEST:

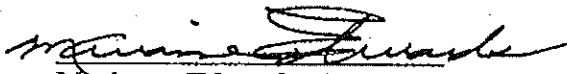
CITY OF BLOOMINGTON, ILLINOIS
a Municipal Corporation

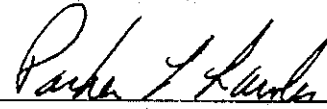

Tracy Covert
City Clerk

By: 
Jesse R. Smart
Mayor
Address: 109 E. Olive Street
Bloomington, Illinois 61702

ATTEST:

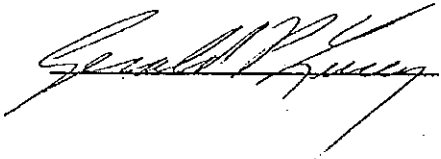
TOWN OF NORMAL, ILLINOIS
a Municipal Corporation

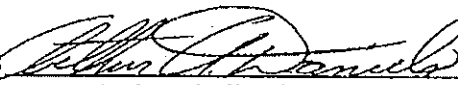

Marianne Edwards
City Clerk

By: 
Parker L. Lawlis
Mayor pro tem
Address: 100 East Phoenix
Normal, Illinois 61764

ATTEST:

JOHN SEXTON CONTRACTORS CO.



By: 
Arthur A. Daniels
President
Address: 1815 S. Wolf Road
Hillside, Illinois 60162

TOWN COUNCIL ACTION REPORT

January 31, 2013

Resolution Authorizing an Agreement with Henson Disposal of Bloomington, IL for Processing of Recyclable Residential Bulky Waste Collected by the Town of Normal

PREPARED BY: Robin Weaver, Director of Public Works

REVIEWED BY: Mark R. Peterson, City Manager
Steven D. Mahrt, Corporation Counsel
Tom Ramirez, Waste Removal Supervisor

BUDGET IMPACT: Sufficient funds are available in account 001-7025-432.20-10 and have been budgeted in the proposed FY 2013-14 budget. An annual cost savings of \$8,000 is anticipated based on the lower cost to recycle bulky waste instead of disposing in a landfill.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Resolution
Proposed Agreement

BACKGROUND

The Town has disposed of bulky waste collected from residents by taking it to the local landfill transfer station. Recently, a local Construction and Demolition (C and D) debris recycling facility was developed (Henson Disposal). This facility is capable of recycling approximately 80% of the Town's residential bulky waste collections.

DISCUSSION/ANALYSIS

Each year the Town collects and disposes of approximately 3,300 tons of residential bulky waste. These materials are currently taken to the local landfill. With the development of the Henson Disposal facility in Bloomington, another option for that bulky waste material is now available. Henson Disposal is proposing to accept some or all of our bulky waste at a rate of \$42/ton. The rate per ton is \$2.44/ton less than the cost of using the landfill. Consequently, under the Henson proposal, the Town could realize an annual savings of approximately \$8,000.

This facility separates the waste stream and takes care of materials in the following ways:

- Cardboard, plastic and vinyl go to Midwest Fiber in Normal
- Concrete is hauled to Capodice Concrete in Bloomington for concrete recycling
- Metals go to salvage yards
- Wood is used for boiler fuel, animal bedding, mulch or road bed at landfills

TOWN COUNCIL ACTION REPORT

- Shingles are transported to a shingle recycling company where they are ground up and used as a filler in asphalt
The remaining waste, unrecyclable, is then taken to a landfill for disposal.

The Henson facility currently handles 85 tons per day and has a current capacity to process up to 170 tons daily. Future expansion on site, based on design parameters, is 500 tons /day. Currently 13 people work at the facility. At full use, there would be 45 people employed there.

Two short videos about the facility are available. The first one is about the demolition of a house by Illinois Wesleyan University for site use by the university. The link is <http://www.youtube.com/watch?v=DbpwIEEvhmM&feature=youtu.be>

The second video was created by Michael Brown of the Ecology Action Center during a site tour at the facility last year. The link is <http://www.youtube.com/watch?v=OcclK-iRcaY&feature=youtu.be>

The proposed agreement has a one year term and would begin on March 1, 2013. During that period of time staff can evaluate the service, consider any modifications and determine if there are other options for management of bulky waste.

The time and fuel necessary to deliver bulky waste to the Henson Disposal facility is substantially the same as the time and fuel required to take materials to the landfill transfer station.

Approval of the Agreement is recommended.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH HENSON DISPOSAL OF BLOOMINGTON, IL TO RECYCLE RESIDENTIAL BULKY WASTE COLLECTED BY THE TOWN OF NORMAL

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Town of Normal has in the past disposed of bulky waste collected from residents at the landfill transfer station; and

WHEREAS, Henson Disposal of Bloomington, Illinois, now has a debris recycling facility in Bloomington, Illinois and is willing to accept bulky waste for recycle at \$42 per ton which is less than the cost per ton previously paid; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into an agreement with Henson Disposal of Bloomington, Illinois, to recycle residential bulky waste collected by the Town of Normal.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President be and he is hereby authorized to execute for and on behalf of the Town of Normal an Agreement with Henson Disposal of Bloomington, Illinois to recycle residential bulky waste collected by the Town of Normal. A copy of said Agreement is marked Exhibit A, attached hereto and incorporated herein.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to attest to the signature of the President on said Agreement and to retain a fully executed duplicate original of said amendment in her office for public inspection.

ADOPTED this _____ day of _____, 2013.

APPROVED:

President of the Board of Trustees of
the Town of Normal, Illinois

ATTEST:

Town Clerk
(Seal)

**WASTE DISPOSAL AGREEMENT BETWEEN
HENSON DISPOSAL AND THE TOWN OF NORMAL**

THIS AGREEMENT (the "Agreement") is made as of the ___ day of January, 2013 by and between Henson Disposal (the "Contractor") and the Town of Normal, Illinois, municipal corporation (the "Town").

RECITALS

WHEREAS, Contractor owns a Construction and Demolition debris recycling facility (the "Facility") in Bloomington, Illinois which accepts Refuse for recycling (with the exception of certain hazardous, special and other wastes as set forth later in this Agreement); and

WHEREAS, the Town collects certain Bulky Waste generated within the Town limits, and the Town wishes to dispose of some or all of the Bulky Waste collected by the Town at the Facility.

NOW THEREFORE, in consideration of the terms, conditions, obligations and covenants set forth in this Agreement, the Town and Contractor covenant and agree as follows:

1. **Performance by Contractor.** The performance and obligations of Contractor hereunder shall be termed the "Work", which shall include the following:
 - a. **Acceptance by Contractor** Contractor shall accept Bulky Waste for recycling, at its Facility, collected by the Town, its agents and employees for the consideration hereinafter set forth which the Town shall transport to the Facility subject to the exceptions set forth hereafter. The Bulky Waste may include items collected in the residential collection program, Town-owned buildings, public spaces, and all other items of whatsoever kind or nature except hazardous wastes as defined by Federal law, special wastes as defined by the State of Illinois, white goods, tires, lead/acid batteries, or any other materials which at this time or in the future may not be disposed pursuant to Federal or State statutes, rules or regulations (Prohibited

Material.) Contractor retains the right to refuse or reject after acceptance any loads containing any Prohibited Materials described above.

- b. **Compliance with Laws** Contractor shall, during the term of this Agreement, or any extensions or renewals thereof, fully comply with all Federal, State and local laws, statutes, ordinances, rules and regulations which in any manner control, affect or relate to the Work or the ownership, operation and/or maintenance of the Facility in the State of Illinois, its operating permit, and the performances, obligations, operations or conduct of the Work hereunder, including all laws, statutes, ordinances, rules and regulations which are subsequently enacted. Town shall have the right to request and receive verification from Contractor of its compliance with the provisions of this paragraph; to the extent Contractor is reasonably able to provide such verification.
- c. **Permits and Licenses** Contractor shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority which are necessary for it to fully perform the Work, including those required to own, operate and/or maintain the Facility.
- d. **Operating Times** Contractor shall accept Bulky Waste from the Town at the Facility between 7 a.m. and 3:30 p.m. Monday through Friday, and between 7:30 a.m. and 11:30 a.m. on Saturdays. The parties acknowledge that the following days are holidays for employees of the Facility:

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

- e. **Continued Operation** During the entire term of this Agreement, Contractor will maintain a construction and demolition facility at its present location, 2148 Tri Lakes Rd., Bloomington, IL 61704, and accept Bulky Waste from Town.

- f. **Indemnification** Contractor agrees to indemnify and hold the Town harmless from and against any loss, damage, or claim (including reasonable attorneys fees) resulting from or arising out of the negligent acts or omissions of Contractor in the performance of its obligations under this Agreement.
2. **Performance by the Town.**
- a. **Delivery by Town** Town will deliver Bulky Waste for recycling at the Facility. This contract specifically exempts the Town from any minimum amount of Bulky Waste on a daily and annual basis. The amount of Bulky Waste taken to the Facility is at the discretion of the Town.
 - b. **Permits and Licenses** Town shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority necessary for it to transport Bulky Waste to Contractor, and will comply with the provisions contained with Contractor's operating permit and all reasonable rules and regulations promulgated by Contractor relating to receipt and disposal of Bulky Waste.
 - c. **Compliance with Rules** Town drivers will obey posted speed and traffic control signs. Bulky Waste will be deposited at the location and in the manner directed by the Contractor's managers or its supervisors.
 - d. **Indemnification** Town agrees to indemnify and hold the Contractor harmless from and against any loss, damage, or claim (including reasonable attorneys fees) resulting from or arising out of the negligent acts or omissions of Town in the performance of its obligations under this Agreement.
3. **Assignment.** This Agreement shall not be assigned without the express written consent of the other party.
4. **Term.**
- a. This Agreement shall be for a period of one (1) year, commencing on March 1, 2013 and terminating February 28, 2014. This Agreement shall be subject to cancellation in the event either party is guilty of a material breach of this Agreement; provided, however, that the Agreement may not be cancelled if the breaching party cures the breach within ten days of receipt of written

notice from the other party; provided further, if the breach is of such a nature that it is impossible to cure within such ten day period, the Agreement may not be cancelled so long as the breaching party continues to diligently pursue a cure, unless such breach relates to the inability of Contractor to accept Bulky Waste at the Facility as a result of the cancellation or suspension of its permit by the Illinois Environmental Protection Agency.

5. **Compensation.**

- a. In consideration for the Work, the Town agrees to pay Contractor the rate of \$42 for each ton of Bulky Waste delivered to the Facility. The Rate shall apply regardless of whether the Bulky Waste is loose or compacted. The Town agrees that any delivery of Bulky Waste to Contractor shall be deemed to be at least one (1) ton per vehicle.
- b. Whenever the Facility remains open past closing time solely because of a request of the Town, the Town shall pay Contractor a rate of \$60 per hour for any actual time the facility remains open; provided, however, that this charge shall not be applied if the reason the Town requested the facility to remain open was to dispose of Bulky Waste resulting from fires, floods, explosions, accidents, weather or Acts of God.
- c. At no time during the term of this Agreement, including any renewal term, shall any fine or penalty entered against Contractor for any breach or violation of any Federal, State or local law, statute, ordinance, rule or regulation, be passed through to the Town.
- d. Contractor shall invoice the Town, on a semi-monthly basis, for the total quantity of Bulky Waste delivered to the facilities covered by this Agreement.
- e. All invoices sent to the Town by Contractor shall be paid within thirty (30) days after receipt, provided, however, in the event of any dispute as to any invoice, the Town will pay the amount that is not in dispute, and will undertake discussions and negotiation with Contractor to resolve any discrepancy or dispute in any invoice, and shall, upon resolution of any discrepancy or dispute, pay said agreed upon amount as soon as reasonably

possible. In order to enable the parties to reach a resolution of any discrepancy or dispute, Contractor shall maintain records indicating, in sufficient detail, dates, truck numbers, amounts, tonnages, etc. included in each invoice and shall make available such records to the Town in the event of any discrepancy or dispute concerning any invoice.

6. **Independent Contractor.** It is understood and agreed that Contractor is an independent contractor.
7. **Insurance.** The parties shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit
Environmental Liability for Third-Party Bodily Injury or Property Damage Arising from Contractor's Cargo Due to Upset, Overturn, or Damage to Vehicle	\$1,000,000

The parties shall provide one another with a certificate of insurance and shall keep this insurance in effect during the term of this Agreement; provided, in the event Town uses its governmental powers to enter into a pooled insurance arrangement or self-funded insurance arrangement; such arrangement shall be deemed to be in compliance with the requirements of this section.

8. **Contractor Certifications.** Contractor agrees to execute the attached Certification and affirms that the representations therein are true and correct.
9. **Entire Agreement.** This Agreement contains all of the agreements and conditions made between the parties hereto, and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.
10. **Notices.** All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to the parties at the addresses as hereinafter set forth. For purposes of calculating time periods under the provisions

of this Agreement, notice shall be deemed effective upon receipt or personal delivery, whichever is applicable.

11. **Governing Law**. This Agreement and rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois.
12. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of Contractor and Town.

EXECUTED this ____ day of _____, 2013.

ATTEST:

TOWN OF NORMAL, ILLINOIS
A Municipal Corporation

Wendellyn Briggs
Town Clerk

By: _____
Chris Koos
Mayor
Address: 11 Uptown Circle
Normal, IL 61761

ATTEST:

HENSON DISPOSAL

By: _____
Tom Kirk
President
Address: 2148 Tri Lakes Rd.
Bloomington, IL 61704

New Business

TOWN COUNCIL ACTION REPORT

January 31, 2013

Motion to Approve Appointments to the Asahikawa Sister City Committee

PREPARED BY: Sally Heffernan, Assistant to the City Manager

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: N/A

**STAFF
RECOMMENDATION:** Approval

BACKGROUND

Under separate cover, Council received an Executive Memorandum from Mayor Koos recommending two appointments to the Sister City Committee. If any member of the Council wishes to discuss the proposed appointments, it would be appropriate to adjourn to Executive Session for that discussion.