

PROPOSED AGENDA FOR TOWN COUNCIL MEETING
November 1, 2010
7:00 p.m.

6:55 p.m. Special Meeting of the Normal Local Liquor Commission

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 Public Hearing of October 18, 2010
Approval of the Minutes of the Regular Meeting of October 18, 2010
 - B. Approval of Town of Normal Expenditures for Payment as of October 27, 2010
 - C. Motion to Accept a Bid in the Amount of \$25,499.00 from All Purpose Erectors for the Relocation of Fiber and Copper from 211 S. Linden to the East Wing of the 305 S. Linden Street Building to Accommodate the Engineering Department
 - D. Motion to Waive the Formal Bidding Process and Accept a Quote from Datalink for the Purchase of Symantec Enterprise Vault Email Archiving Software and Installation Services at a Cost of \$17,485
 - E. Resolution Authorizing the Execution of a Highway Authority Agreement
 - F. Resolution Authorizing Execution of a Consent to Assignment of Redevelopment Agreement – Normal Main LLC
 - G. Resolution Authorizing Execution of an Administrative Services Agreement with Allied Benefit Systems, Inc.
 - H. Report on Municipal Intervention in 2009 AmerenIP Rate Filing with the Illinois Commerce Commission

5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

6. None

NEW BUSINESS

7. Presentation by the Children's Discovery Museum Foundation Board

CONCERNS

ADJOURNMENT

Omnibus Vote

MINUTES OF A PUBLIC HEARING CONDUCTED IN THE COUNCIL CHAMBERS,
NORMAL CITY HALL, 100 EAST PHOENIX AVENUE, NORMAL, MCLEAN COUNTY,
ILLINOIS – OCTOBER 18, 2010 – PROPOSED ISSUANCE OF SOLID WASTE DISPOSAL
REVENUE BONDS – MIDWEST FIBER, INC., AND SHUMAKER PROPERTIES, LLC

1. CALL TO ORDER:

Mayor Chris Koos called the public hearing to order at 7:10 p.m., Monday, October 18, 2010.

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, Chuck Scott, Jason Chambers, and Cheryl Gaines.

ABSENT: None.

3. CERTIFICATE OF PUBLICATION:

There is on file in the office of the Town Clerk a Certificate of Publication from The Normalite dated September 30, 2010.

4. PURPOSE OF THE PUBLIC HEARING:

Mayor Koos announced the purpose of the public hearing is to receive comments from the public regarding the Issuance of Solid Waste Disposal Revenue Bonds in an Amount Not to Exceed \$5,610,000 for the Benefit of Midwest Fiber, Inc., and Shumaker Properties, LLC.

The Mayor called for comments from the public; there were none.

The Mayor issued the second call for comments from the public; there were none.

The Mayor issued the third and final call for comments from the public; there were none.

5. ADJOURNMENT:

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Gaines, the public hearing be adjourned.

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

NAYS: None.

Motion declared carried.

Mayor Chris Koos adjourned the public hearing on the Proposed Issuance of Solid Waste Disposal Revenue Bonds in an Amount Not to Exceed \$5,610,000 for the Benefit of Midwest Fiber, Inc., and Shumaker Properties, LLC, at 7:12 p.m., Monday, October 18, 2010.

MINUTES OF THE REGULAR MEETING OF THE NORMAL TOWN COUNCIL HELD IN THE COUNCIL CHAMBERS, NORMAL CITY HALL, 100 EAST PHOENIX AVENUE, NORMAL, MCLEAN COUNTY, ILLINOIS – MONDAY, OCTOBER 18, 2010.

1. CALL TO ORDER:

Mayor Chris Koos called the regular meeting of the Normal Town Council to order at 7:12 p.m., Monday, October 18, 2010.

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, Chuck Scott, Jason Chambers, and Cheryl Gaines. Also present were City Manager Mark Peterson, Deputy City Manager Pamela Reece, Corporation Counsel Steve Mahrt, and Town Clerk Wendy Briggs.

ABSENT: None.

3. PLEDGE OF ALLEGIANCE:

Mayor Koos led the Pledge of Allegiance to the Flag.

4. OMNIBUS VOTE AGENDA:

Mayor Koos excused himself from voting on any bills he may have incurred while performing his Mayoral duties.

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

MOTION:

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

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

NAYS: None.

Motion declared carried.

A. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF OCTOBER 4, 2010: Omnibus Vote.

B. APPROVAL OF TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF OCTOBER 13, 2010: Omnibus Vote.

C. MOTION TO ACCEPT WATER TREATMENT PLAN CHEMICAL BIDS FOR NOVEMBER 2010 THROUGH OCTOBER 2011: Omnibus Vote.

- D. MOTION AUTHORIZING STAFF TO NEGOTIATE THREE-YEAR ENGINEERING CONTINUING SERVICE AGREEMENTS WITH AECOM, CLARK-DIETZ, INC., CRAWFORD, MURPHY & TILLY, INC., FARNSWORTH GROUP, AND LEWIS YOCKEY AND BROWN, INC., TO PROVIDE ENGINEERING SERVICE FOR VARIOUS TOWN DEPARTMENTS: Omnibus Vote.
- E. MOTION TO AUTHORIZE THE PREPARATION OF THE 2010 PROPERTY TAX LEVY ORDINANCE: Omnibus Vote.
- F. RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO AMCO FENCING OF SPRINGFIELD, IL, FOR THE MATERIALS AND INSTALLATION OF FENCING FOR SHEPARD PARK'S TWO BASEBALL FIELDS: Resolution No. 4561: Omnibus Vote.
- G. RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH RIVER CITY CONSTRUCTION, LLC, FOR USE OF THE GROUND FLOOR COMMERCIAL SPACE AT THE COLLEGE AVENUE PARKING DECK: Resolution No. 4562: Omnibus Vote.
- H. RESOLUTION RATIFYING EXECUTION OF AN AGREEMENT WITH FRONTIER COMMUNICATIONS TO RELOCATE FACILITIES IN CONFLICT WITH THE NEW MULTIMODAL TRANSPORTATION CENTER IN UPTOWN NORMAL IN THE AMOUNT OF \$37,802: Resolution No. 4563: Omnibus Vote.
- I. RESOLUTION TERMINATING THE ONE MAIN REDEVELOPMENT AGREEMENT: Resolution No. 4564: Omnibus Vote.
5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA:
- No items were removed from the Omnibus Vote Agenda.

GENERAL ORDERS

6. AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,610,000.00 PRINCIPAL AMOUNT OF SOLID WASTE DISPOSAL REVENUE BONDS (MIDWEST FIBER PROJECT) SERIES 2010, IN ONE OR MORE SERIES, BY THE TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS, FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO REFINANCE CERTAIN EXISTING DEBT AND TO FINANCE A PORTION OF THE COSTS OF THE CONSTRUCTION, EQUIPPING AND IMPROVEMENT OF AN ADDITION TO AN EXISTING BUILDING USED FOR SOLID WASTE RECYCLING FOR THE BENEFIT OF MIDWEST FIBER, INC., AND SHUMAKER PROPERTIES, LLC; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS: Ordinance No. 5351:

MOTION:

Councilmember Chambers moved, seconded by Councilmember Gaines, the Council Approve an Ordinance Authorizing the Issuance of Not to Exceed \$5,610,000.00 Principal Amount of Solid Waste Disposal Revenue Bonds (Midwest Fiber Project) Series 2010, in One or More Series, by the Town of Normal, McLean County, Illinois, for the Purpose of Providing Funds to Make a Loan to Refinance Certain Existing Debt and to Finance a Portion of the Costs of the Construction, Equipping and Improvement of an Addition to an Existing Building Used for Solid Waste Recycling for the Benefit of Midwest Fiber, Inc., and Shumaker Properties, LLC; Authorizing and Approving Certain Documents; and Authorizing Certain Other Actions in Connection with the Issuance of Said Bonds.

City Manager Mark Peterson commented on the project.

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

NAYS: None.

Motion declared carried.

NEW BUSINESS

7. PRESENTATION OF THE COMMUNITY-WIDE SUSTAINABILITY PLAN AND 2035 REPORT:

Ms. Julie Hile, Ms. Ariana Jahiel, and Mr. Kevin McCarthy addressed the Council and presented a brief overview of the Final Report of the Community-Wide Sustainability Plan and 2035 Report. The overview included a review of the charge given to the Task Force, a definition of sustainability, and a short out-line of the process involved in developing the Final Report. Due to the extensiveness of the Report, the spokespersons did not address all of the findings of the Task Force, but simply gave a brief synopsis of two of the sub-committees.

Councilmember Scott congratulated the Task Force on the outstanding job they did, indicating it was encouraging to see so many people involved in the process. Councilmember Reece also commented on the outstanding report presented by the Task Force. Councilmember Gaines suggested the report be forwarded to the Bloomington City Council, as well as the McLean County Board, for their information. Councilmember Scott indicated the report did make recommendations to partner with other governmental bodies, as well as business leaders in the community, to work towards the goals set forth in the report.

Further Council action on the plan will be taken at a later date.

8. CONCERNS:

1. ON-STREET PARKING IN UPTOWN NORMAL:

Councilmember Nielsen voiced concern with the on-street parking in Uptown Normal – in particular with the planters or “bump-outs” between some of the parking spaces. Councilmember Nielsen questioned the cost to remove the

“bump-outs” and replace with “rumble-strips” or some other manner of separation between some of the spaces. City Manager Mark Peterson indicated the cost could be in the range of \$150,000.00 to remove the “bump-outs” and replace with some other type of materials.

2. EARLY VOTING:

Councilmember Reece announced early voting was on-going in City Hall and would continue through October 28, 2010, and encouraged citizens of Normal to “get out and vote.” Mayor Koos also encouraged citizens to vote – either by taking advantage of the early voting process or on Election Day.

3. BICYCLE LANES:

Councilmember Gaines encouraged more education be offered for bicyclists and vehicles in Normal – particularly on the shared roadways.

9. ADJOURNMENT:

There being no further business to come before the Council, Mayor Koos called for a Motion to Adjourn.

MOTION:

Councilmember Gaines moved, seconded by Councilmember Reece, the Regular Meeting of the Normal Town Council be Adjourned.

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

NAYS: None.

Motion declared carried.

Mayor Koos adjourned the regular meeting of the Normal Town Council at 8:22 p.m., Monday, October 18, 2010.

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<u>General Fund</u>		
EVERGREEN FS INC.	DIESEL FUEL 7203 GAL @\$2.	\$19,361.66
TOWN OF NORMAL CHILDREN'S DISCOVERY	IMLS GRANT	\$46,605.00
B-N PUBLIC TRANSIT SYSTEM	BUS SALES REIMB	\$533.00
MATTHEW WADE	DUPLICATE PMT TKT# 189091	\$30.00
IL STATE TREASURER	UNCLAIMED CKS	\$160.14
ILLINOIS DEPARTMENT OF REVENUE	SEP 10 SALES TAX PAYMENT	\$1,902.00
ONSRUD, CRAIG	PRO SHOP INV PMT 10/3-10/	\$1,272.57
ONSRUD, CRAIG	PRO SHOP TAX PMT 10/3-10/	\$90.86
General Fund Total		\$69,955.23
<u>General Fund Mayor & Council Administration</u>		
CARDMEMBER SERVICE	LUNCH MEETING	\$9.44
MCLEAN CO CHAMBER OF COMMERCE	KOOS,REECE,FRITZEN,CHAMBE	\$50.00
CARDMEMBER SERVICE	LUNCH MEETING	(\$9.44)
EYE TO EYE PRODUCTIONS	SEP/OCT COUNCIL MEETINGS	\$3,000.00
Jeff Fritzen	DINNER WITH COLOMBIAN DEL	\$110.19
General Fund Mayor & Council Administration Total		\$3,160.19
<u>General Fund Administration - City Mgr City Manager</u>		
MCLEAN CO CHAMBER OF COMMERCE	REECE, PETERSON, FRUIN	\$30.00
COSI	LUNCH MEETING	\$42.53
Downstate City/County	JOINT FALL DOWNSTATE MTG	\$45.00
T/N PETTY CASH-FINANCE DEPT	MEALS - MOLINE	\$16.61
FEDEX	MAILING COSTS	\$35.79
SECTY OF STATE-MOTOR VEH DIV	PLATE RENEWAL	\$99.00
General Fund Administration - City Mgr City Manager Total		\$268.93
<u>General Fund Administration - City Mgr Uptown Project</u>		
REGENT COMMUNICATIONS INC	UPTOWN WJBC ADS	\$525.00
FEDEX	RIGHT OF ENTRY PERMIT UP	\$40.71
AMERENIP	102 BROADWAY	\$111.32
DARNALL PRINTING	LETTERHEAD (UPTOWN)	\$417.50
NICOR GAS	102 BROADWAY	\$166.81
General Fund Administration - City Mgr Uptown Project Total		\$1,261.34
<u>General Fund Administration - City Mgr General Expense Dept.</u>		
EDC OF B-N AREA	MONTHLY CONTRIBUTION-OCT	\$6,666.66
CITY OF BLOOMINGTON	FOOD/BEV TAX PROCESS FEE	\$781.82
MUNICIPAL INS COOPERATIVE AGENCY	DEDUCTIBLE	\$1,000.00
MUNICIPAL INS COOPERATIVE AGENCY	DEDUCTIBLE	\$1,000.00
MUNICIPAL INS COOPERATIVE AGENCY	DEDUCTIBLE	\$847.30
JOSEPINA RAMIREZ	PROGRAM REFUND	\$15.00
T/N PETTY CASH-FINANCE DEPT	U.W.PAYROLL LOTTERY PRIZE	\$40.00
ILLINOIS DEPARTMENT OF REVENUE	SEP 10 SALES TAX PAYMENT	\$89.00
MARCFIRST	SEPT JANITORIAL SVC	\$1,665.00
Mr. Joseph Hopper	TOWING FEE REIMBURSEMENT	\$500.00
MARY THOMAS	CANCELLED PROGRAM	\$128.00
General Fund Administration - City Mgr General Expense Dept. Total		\$12,732.78
<u>General Fund Town Clerk Administration</u>		
CRANE IMAGING SOLUTIONS INC	MICROFILM TONER	\$208.88
General Fund Town Clerk Administration Total		\$208.88
<u>General Fund Corporation Counsel Administration</u>		
MCLEAN COUNTY BAR ASSOCIATION	BAR LUNCH/PROGRAM	\$65.00
ARDC	MAHRT 6186393	\$289.00
ANCEL,GLINK,DIAMOND,BUSH,	LEGAL FEES	\$2,125.00
MAHRT, STEVEN	IMLA CONF NEW ORLEANS	\$1,198.58
General Fund Corporation Counsel Administration Total		\$3,677.58
<u>General Fund Facility Management Administration</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$6,191.94
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$124.09
BILL'S KEY & LOCK SHOP	SPINDLE - FM	\$3.98
BILL'S KEY & LOCK SHOP	KEYS - CAC	\$8.16

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
U S MECHANICAL SERVICES	REPLACE HEAT EXCHNG- PD	\$3,113.66
M&S SECURITY SERVICES LLC	MONITORING:NOV/10-11/CAC	\$156.00
MENARDS	PLUMBING PARTS	\$208.16
BATTERIES PLUS	12V BATTERIES (THEATER)	\$90.97
SHERWIN-WILLIAMS CO	PAINT SUPPLIES - (CDM)	\$106.74
BILL'S KEY & LOCK SHOP	FOLGER ADAMS-ELEC STRIKE	\$818.36
CENTRAL SUPPLY CO	GAL RESTORER (#TOW125)	\$68.00
MENARDS	SOLIDAD KIT (FD2)	\$127.75
PARKWAY AUTO LAUNDRY	SEPT CAR WASHES	\$7.00
HOME DEPOT CREDIT SERVICES	FALL DECORATIONS	\$28.38
CORN BELT ENERGY CORP	2280800 WATER TOWER	\$61.77
MENARDS	STRAW BALES, SCARECROW	\$37.72
MENARDS	AVALON 8" LAV, TOOL BOX	\$144.11
NICOR GAS	77296220005 1100 BEECH ST	\$92.78
NICOR GAS	100 PARKINSON	\$41.02
General Fund Facility Management Administration Total		\$11,430.59
<u>General Fund Purchasing Office Supply</u>		
MIDLAND PAPER	COLOR STOCK PAPER	\$965.80
W M PUTNAM COMPANY	OFFICE SUPPLIES - C HALL	\$334.60
QUILL CORPORATION	CALENDARS,PLANNERS, DESK	\$569.87
QUILL CORPORATION	MO DESK PAD	\$14.40
QUILL CORPORATION	WKLY APT BOOK	\$15.90
QUILL CORPORATION	ENVELOPES, BATTERIES,	\$607.27
QUILL CORPORATION	PLANNERS, CALENDARS	\$79.43
MIDLAND PAPER	RECYCLED COPY PAPER (20)	\$768.80
IKON OFFICE SOLUTIONS TX	COPIER SVC: AUG-OCT,2010	\$298.68
IKON OFFICE SOLUTIONS TX	COPIER SVC: AUG-OCT,2010	\$12,885.00
WALZ LABEL AND MAILING SYSTEMS	M3003 FOLDER/INSERTER	\$400.00
WALZ LABEL AND MAILING SYSTEMS	M3003 FOLDER/INSERTER	\$3,889.50
QUILL CORPORATION	FILE POCKETS	\$46.17
BLOOMINGTON OFFSET PROCESS	#10 ENVELOPES	\$460.00
General Fund Purchasing Office Supply Total		\$21,335.42
<u>General Fund Information Technology Administration</u>		
MNJ TECHNOLOGIES DIRECT INC	TONER CARTRIDGES	\$155.00
MNJ TECHNOLOGIES DIRECT INC	TONER CARTRIDGES	\$492.77
MNJ TECHNOLOGIES DIRECT INC	DELL-DELL TONER	\$140.00
FRONTIER	000 141-0420 866	\$470.00
ROUTE 24 COMPUTERS INC	INTERNET FEES 10/13-11/13	\$72.00
MNJ TECHNOLOGIES DIRECT INC	TONER CARTRIDGE	\$99.00
MNJ TECHNOLOGIES DIRECT INC	TONER CARTRIDGE (YLW)	\$97.00
FRONTIER	ACCT 12 1184 2781306525 0	\$295.68
MNJ TECHNOLOGIES DIRECT INC	TONER, FAX CARTRIDGE	\$226.00
CDW GOVERNMENT INC	110V FUSER	\$175.20
FRONTIER	12 1184 2792080605 04	\$30.55
General Fund Information Technology Administration Total		\$2,253.20
<u>General Fund Human Resources Administration</u>		
BROMENN MEDICAL GROUP	EMPLOYEE PHYSICAL	\$645.00
BLOOMINGTON RADIOLOGY SC	EMPLOYEE PHYSICAL	\$46.00
BROMENN MEDICAL GROUP	EMPLOYEE PHYSICAL	\$645.00
FOUR SEASONS ASSOCIATION INC	ANNUAL MEMBERSHIP	\$2,400.00
SEYFARTH, SHAW ATTORNEYS	LEGAL CONSULTATIONS	\$281.25
HEALTHSMART BENEFIT SOLUTIONS INC	FLEX ADMIN - SEPT,2010	\$353.40
CAMPION,BARROW & ASSOCIATES	EMPLOYEE PSYC TESTS	\$395.00
CAMPION,BARROW & ASSOCIATES	EMPLOYEE PSYC TESTS	\$395.00
General Fund Human Resources Administration Total		\$5,160.65
<u>General Fund Inspections Administration</u>		
PARKWAY AUTO LAUNDRY	CAR WASH	\$14.00
ABPA	AMERICAN BACKFLOW PREV. D	\$60.00
Mike Beavers	IL MECHANICAL INSP ASSOC.	\$40.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
General Fund Inspections Administration Total		\$114.00
<u>General Fund Police Narcotics Enforcement</u>		
U.S.BANK	VICE INT. ROOM SPEAKERS	\$207.33
General Fund Police Narcotics Enforcement Total		\$207.33
<u>General Fund Police Administration</u>		
MCLEAN COUNTY HEALTH DEPT	ANIMAL SERVICE- OCT,2010	\$4,947.00
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$178.85
TWIN CITY AWARDS	MAIL BOX TAGS - NPD	\$36.00
OTTO ENGINEERING	EARPHONE W/TUBE	\$332.40
STREICHER'S INC	FIRST DEFENSE IRRITANT	\$28.14
10-8 OUTFITTERS	BOOTS- RYAN, SAGE	\$305.98
10-8 OUTFITTERS	NAME PLATE, SERVING SINCE	\$49.48
10-8 OUTFITTERS	MAG HOLDER, NAME PLATE,	\$198.85
10-8 OUTFITTERS	BOOTS - OFC CRAYS	\$116.99
ADVOCATE BROMENN MEDICAL CENTER	ER GENERAL- S UTTER	\$154.00
FEDEX	EVIDENCE SHIPMENTS (NPD)	\$43.34
PARKWAY AUTO LAUNDRY	CAR WASHES - NPD	\$303.61
RAY O'HERRON CO INC	WMNS PANTS & CREDIT	\$57.95
CRICKET COMMUNICATIONS	CID CALL HISTORY/INVESTIG	\$64.00
AT&T	MONTHLY SERVICES	\$49.87
U.S.BANK	TRNG. MEALS/FUEL/LODGING	\$674.12
U.S.BANK	AMMUNITION-STATE POLICE A	\$32.30
U.S.BANK	CID BACKGROUND INFO	\$65.25
U.S.BANK	NUTI TRNG. EXPENSES - KAP	\$717.62
U.S.BANK	SHIPPING - CID	\$6.19
U.S.BANK	CID CREDIT CARD READER	\$39.95
U.S.BANK	SHIPPING	\$50.10
U.S.BANK	MEALS;LODGING;FUEL - TRNG	\$780.38
RAY O'HERRON CO INC	TWILL PANTS (KLINGELE)	\$115.90
RAY O'HERRON CO INC	RADIO CASE, BELT	\$50.90
RAY O'HERRON CO INC	NYLON GEAR BAG	\$52.96
JOE'S TOWING & RECOVERY	SERVICE CALL- 7/16/08	\$15.02
Sgt. Rob Cherry	LIQUOR/TOBACCO AUDIT FUND	\$200.00
LANDMARK LAUNDRY	NW SUBSTATION RENT- NOV	\$1,310.00
PURITAN SPRINGS WATER	SVC: 10/13-10/14	\$47.49
STERICYCLE INC	MONTHLY SERVICE-OCT	\$43.18
OFFICE DEPOT CREDIT PLAN	NAME BADGES/CERTIFICATE P	\$92.98
MORROW, SHANNON	INTERPRETER - CPA (3 WEEK	\$300.00
Sgt. Dan Kelley	STEPS TRNG. SUPPLIES	\$17.49
POINDEXTER, LYNNE	INTERPRETER - CPA (2 WEEK	\$240.00
ITOA	ITOA CONFERENCE (5 ATTEND	\$1,325.00
General Fund Police Administration Total		\$13,043.29
<u>General Fund Fire Prevention</u>		
CAS ENTERPRISES	WRISTBANDS- FIRE PREV WK	\$250.00
General Fund Fire Prevention Total		\$250.00
<u>General Fund Fire Foreign Fire Tax</u>		
BACON PLUMBING	NEW BATHROOM NFD #2	\$3,500.00
CAS ENTERPRISES	WRISTBANDS- FIRE PREV WK	\$250.00
General Fund Fire Foreign Fire Tax Total		\$3,750.00
<u>General Fund Fire Administration</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$2,156.07
BOUND TREE MEDICAL LLC	DEFIB PADS - NFD	\$394.38
GLOBAL EMERGENCY PRODUCTS INC	PRIMER MOTOR - E13/NFD	\$617.03
KAEB SANITARY SUPPLY INC	BOWL CLEANER - NFD	\$49.92
MILLER JANITOR SUPPLY	DISINFECTANT - 33NFD30	\$36.84
SCBAS INC	TANK BAND, COVER W/BOOT	\$85.41
S HARRIS UNIFORMS	CLOTHING - NFD/EFT	\$77.50
OSF MEDICAL GROUP	MEDICAL SUPPLIES - NFD	\$364.26
MILLER JANITOR SUPPLY	SHOP TWLS/DISINFECT-NFD30	\$187.38

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	SUPPLIES - FIRE DEPT	\$40.29
SUPREME RADIO COMMUNICATIONS	RADIO REPAIRS	\$128.00
SUPREME RADIO COMMUNICATIONS	VHF 64CH, PARTS, LABOR	\$1,710.64
CHILDERS DOOR SERVICE	SE BAY DOOR - NFD #3	\$302.46
MENARDS	8' 7" CABLE T, POLY TUBE	\$26.81
CHAMBERS SERVICES INC	SERVICE CALL - NFD #3	\$136.00
MENARDS	FIRE/RESCUE BLADES	\$60.66
DAVID HOLMES	NEW FF BOOTS - HOLMES	\$120.00
NATIONAL FIRE PROTECTION ASSOC	MEMBERSHIP DUES - HUMER	\$150.00
MISC FIRE DEPT	ITLS RENEWAL CLASS - TULL	\$140.00
BROMENN MEDICAL GROUP	POST ACCIDENT MEDICAL TES	\$200.00
JAKE THORNTON	ADVANCE MEALS - THORNTON	\$90.00
MATT JOHANN	ADVANCE MEALS - JOHANN	\$300.00
T/N FIRE PENSION FUND	PAYROLL SUMMARY	\$43.97
General Fund Fire Administration Total		\$7,417.62
<u>General Fund Public Works Public Benefit</u>		
F&W LAWN CARE & LANDSCAPING	TREE REMVL- 8 DONNA DR	\$374.50
F&W LAWN CARE & LANDSCAPING	WEED MOWING- 8 DONNA DR	\$153.50
F&W LAWN CARE & LANDSCAPING	WEED MOWING - 211 ROBERT	\$285.50
F&W LAWN CARE & LANDSCAPING	WEED MOWING- 910 DIVISION	\$155.50
General Fund Public Works Public Benefit Total		\$969.00
<u>General Fund Public Works Waste Removal</u>		
VINTAGE TECH RECYCLERS INC	ELEC RECYC - PKUP 9/9	\$209.80
VINTAGE TECH RECYCLERS INC	ELEC RECYC - PKUP 9/16	\$223.90
VINTAGE TECH RECYCLERS INC	ELEC RECYC - PKUP 9/23	\$179.35
VINTAGE TECH RECYCLERS INC	ELEC RECYC - PKUP 9/30	\$170.05
MENARDS	RED PAINT	\$3.56
MENARDS	HEFTY BAGS	\$20.00
David Freburg	MAILBOX REPLACEMENT	\$35.00
Tom Ramirez	SAM'S CLUB REIMBURSEMENT	\$273.71
General Fund Public Works Waste Removal Total		\$1,115.37
<u>General Fund Public Works Administration</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$2,296.40
General Fund Public Works Administration Total		\$2,296.40
<u>General Fund Public Works Equipment Maintenance</u>		
MUTUAL WHEEL CO	LAMP KIT	\$30.10
DENNISON CORPORATION	STEER/FRNT SUSPEN-03 FORD	\$653.20
DON OWEN TIRE SERVICE	TIRE REPAIR - A24	\$21.62
DON OWEN TIRE SERVICE	TRAILER TIRES	\$161.68
DON OWEN TIRE SERVICE	TIRES FOR FM1	\$245.98
PRAIRIE ARCHWAY INT'L TRUCKS	TIE ROD - S26	\$148.59
PRAIRIE ARCHWAY INT'L TRUCKS	TAIL LIGHTS (PLOW TRUCKS)	\$25.00
SNAP ON TOOLS	BRAKE-LINE TOOLS (SHOP)	\$182.70
ADVANCE AUTO PARTS	AUTO SUPPLIES - PUB WKS	\$170.99
SPRINGFIELD ELECTRIC CO	HTR ELEMENT	\$16.32
David L Olson	CDL RENEWAL \$50 MAXIMUM R	\$50.00
CARQUEST AUTO PARTS OF BLM IL INC	ALT - CORE RETURN/CREDIT	(\$77.00)
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE PAD	\$48.28
CARQUEST AUTO PARTS OF BLM IL INC	AUTO BATTERY	\$79.63
CARQUEST AUTO PARTS OF BLM IL INC	DUAL TERM BATTERY (S78)	\$96.84
CARQUEST AUTO PARTS OF BLM IL INC	CREDIT - CORE RETURN	(\$12.00)
CARQUEST AUTO PARTS OF BLM IL INC	CREDIT - CORE RETURN	(\$12.00)
CARQUEST AUTO PARTS OF BLM IL INC	W/W SOLVENT	\$28.62
CARQUEST AUTO PARTS OF BLM IL INC	IGNITION WIRE SET, DS/CAP	\$88.89
CARQUEST AUTO PARTS OF BLM IL INC	GREASE	\$45.80
MYERS TIRE SUPPLY CO	AIR VALVES	\$48.59
LEMAN'S CHEVY CITY	CONNECTORS (2)	\$38.06
CARQUEST AUTO PARTS OF BLM IL INC	CREDIT - CORE RETURN (2)	(\$24.00)
T/N PETTY CASH-FINANCE DEPT	IPSI TRAINING EXPENSE	\$34.48

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
DENNISON CORPORATION	AIR BAG LITE- REPLACED	\$142.40
NAPA AUTO PARTS	AIR FILTER (2644)	\$26.79
PETERBILT ILLINOIS	CREDIT - CARTRIDGE	(\$62.50)
MUTUAL WHEEL CO	AIR-GUARD	\$99.60
MUTUAL WHEEL CO	SLACK KIT	\$160.50
MUTUAL WHEEL CO	QRN2 VALVE	\$13.17
CUMMINS MID-STATES POWER INC	THERMOSTAT, GSKT CONNECTN	\$42.10
SAM LEMAN INC	SENSOR/WIRING REPAIRS-FM1	\$1,287.01
CARQUEST AUTO PARTS OF BLM IL INC	TIE ROD END	\$46.03
CARQUEST AUTO PARTS OF BLM IL INC	TIE ROD END	\$66.94
FASTENAL COMPANY	SHOP SUPPLIES (PW)	\$522.96
FASTENAL COMPANY	GRINDING WHEELS	\$6.93
AUTO GLASS CENTER	INSTALL WINDSHIELD- A17	\$200.00
COE EQUIPMENT INC	SEAL KIT	\$91.83
PRAIRIE ARCHWAY INT'L TRUCKS	ENGINE REPAIRS - S28	\$841.97
PRAIRIE ARCHWAY INT'L TRUCKS	TANK, EXTNSN, STRAPS,	\$1,525.61
CENTRAL ILLINOIS TRUCKS INC	WATER VALVES	\$100.12
CENTRAL ILLINOIS TRUCKS INC	COOLANT SENSOR/HARNESS	\$149.26
ALTORFER INC	REGULATOR, SEALS, RINGS	\$69.57
General Fund Public Works Equipment Maintenance Total		\$7,420.66
<u>General Fund Public Works Streets</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$2,290.30
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$29,689.12
TRAFFIC SIGN STORE	STREET/NAME SIGNS	\$355.00
MATHIS KELLY CONSTRUCTION	SHUT-OFF VALVES	\$45.00
MATHIS KELLY CONSTRUCTION	STAKE NAILS (CNORM 143)	\$49.50
CORN BELT ENERGY CORP	TRAFFIC SIGNALS	\$657.49
CORN BELT ENERGY CORP	STREET LIGHTS	\$7,601.93
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$89.28
MCLEAN COUNTY ASPHALT	CREDIT- DUMP CONCRETE	(\$14.13)
MCLEAN COUNTY CONCRETE	CONCRETE - WARRINER ST	\$1,234.80
MCLEAN COUNTY CONCRETE	HI EARLY CONCRETE- WYLIE	\$570.06
MCLEAN COUNTY CONCRETE	CONCRETE - AMTRAK	\$396.90
MENARDS	GRAFFITI REMOVER	\$8.99
INTERSTATE ALL BATTERY CENTER	1.5V D BATTERIES/#9264	\$47.96
ADVANCE AUTO PARTS	GREASE (PW)	\$14.95
UNIQUE PAVING MATERIALS CORP	KOLD FLO DRUMS (2)	\$916.27
WHERRY MACHINE & WELDING INC	TRASH BIN REPAIRS	\$295.00
AMERENIP	TRAFFIC SIGNAL CABINET 20	\$39.99
MCLEAN COUNTY CONCRETE	CONCRETE - WYLIE	\$1,185.73
MCLEAN COUNTY CONCRETE	CONCRETE - AMTRAK STATION	\$456.50
MCLEAN COUNTY MATERIALS CO	RECYC CONCRETE- CR/DUMP	\$31.27
FASTENAL COMPANY	STAINLESS STRPBINDER BIND	\$559.54
General Fund Public Works Streets Total		\$46,521.45
<u>General Fund Parks & Recreation Recreation/Special Events</u>		
WALMART COMMUNITY BRC	SUPPLIES	\$33.15
General Fund Parks & Recreation Recreation/Special Events Total		\$33.15
<u>General Fund Parks & Recreation Recreation/Youth Programs</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$66.12
MINERVA SPORTSWEAR	TINY TUMBLERS SHIRTS	\$37.49
PANTAGRAPH	PERFORMING ARTS AD	\$115.84
ILLINOIS DEPARTMENT OF REVENUE	SEP 10 SALES TAX PAYMENT	\$9.00
General Fund Parks & Recreation Recreation/Youth Programs Total		\$228.45
<u>General Fund Parks & Recreation Tournament</u>		
PRAIRIELAND GOLF CARS LLC	CART RENTAL - 9/30	\$350.00
CORN BELT ENERGY CORP	CONCESS STAND	\$35.03
General Fund Parks & Recreation Tournament Total		\$385.03
<u>General Fund Parks & Recreation Administration</u>		
WASHBURN FLOWERS	FALL WREATH (KAREN G)	\$55.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
PARKWAY AUTO LAUNDRY	CAR WASHES - P/REC	\$14.00
CONNOISSEUR MEDIA LLC	WVMG - P/REC RADIO ADS	\$450.00
General Fund Parks & Recreation Administration Total		\$519.00
<u>General Fund Parks & Recreation Recreation/Teen Programs</u>		
AVANTI'S ITALIAN RESTAURANT	GONDOLAS-DSA, CHAMP FLD	\$72.40
READ'S SPORTING GOODS	FLOOR TAPE, VOLLEYLITE	\$91.80
MINERVA SPORTSWEAR	T-SHIRTS- PEE WEE SPORTS	\$490.00
WALMART COMMUNITY BRC	SUPPLIES	\$3.00
WALMART COMMUNITY BRC	SUPPLIES	\$46.58
WALMART COMMUNITY BRC	SUPPLIES	\$18.50
General Fund Parks & Recreation Recreation/Teen Programs Total		\$722.28
<u>General Fund Parks & Recreation Rec.- Before/After School</u>		
WALMART COMMUNITY BRC	SUPPLIES	\$1,108.36
General Fund Parks & Recreation Rec.- Before/After School Total		\$1,108.36
<u>General Fund Parks & Recreation Golf Course Maintenance</u>		
BRADFORD SUPPLY CO	PVC BUSHING, TEE SLIP	\$6.38
BATTERY SPECIALISTS	SOLENOID, 12VOLT (IRNWD)	\$30.03
AZ COMMERCIAL	SUPPLIES - PARKS/REC	\$14.97
MENARDS	SUPPLIES - PARKS/REC	\$244.29
MENARDS	SUPPLIES - PARKS/REC	\$46.90
NICOR GAS	IRNWD MAINT.	\$43.39
WHERRY MACHINE & WELDING INC	FREE-UP MOWER PIN	\$28.00
JOHN DEERE LANDSCAPES INC	SOLUBLE LAPPING COMPOUND	\$59.61
CORN BELT ENERGY CORP	IRNWD MAINT.	\$355.56
CORN BELT ENERGY CORP	IRNWD GOLF IRRIG.	\$992.20
MILLER JANITOR SUPPLY	HND CLNR, TP/TWLS-16NPRIM	\$199.78
General Fund Parks & Recreation Golf Course Maintenance Total		\$2,021.11
<u>General Fund Parks & Recreation Golf Course</u>		
ILLINOIS PORTABLE TOILETS	OCT/NOV SERVICE	\$87.00
ILLINOIS PORTABLE TOILETS	OCT, NOV SERVICE	\$36.00
COMCAST SPOTLIGHT INC	IRNWD ADS: 8/30-9/13	\$108.00
NICOR GAS	IRNWD CLBHSE	\$32.92
CORN BELT ENERGY CORP	IRNWD CLBHSE	\$1,344.83
CHICAGO DISTRICT GOLF ASSOC	2010 MEMBERSHIP DUES	\$1,400.00
General Fund Parks & Recreation Golf Course Total		\$3,008.75
<u>General Fund Parks & Recreation Theater</u>		
PEPSI COLA GENERAL BOTTLERS	SODA,CUPS-THEATER#63019	\$496.13
MILLER JANITOR SUPPLY	TRASH LINERS- 16NPRTO	\$36.57
TECHNICOLOR	FILM MATERIAL	\$23.11
ORIGINAL SMITH PRINTING CO	OCT-DEC,2010 SCHEDULE	\$1,462.00
DHL AIR & OCEAN	DAVID COPPERFIELD	\$103.98
PIP PRINTING	POSTER - LGBT FILM FEST	\$175.85
ILLINOIS DEPARTMENT OF REVENUE	SEP 10 SALES TAX PAYMENT	\$138.00
WALMART COMMUNITY BRC	SUPPLIES	\$178.90
WALMART COMMUNITY BRC	SUPPLIES	\$25.16
WARNER BROS DISTRIBUTING	ELF	\$250.00
WARNER BROS DISTRIBUTING	ISLE OF THE DEAD	\$250.00
STANDARD TRUCKING COMPANY	FILM SERVICE: 9/24	\$46.00
FEDEX	FILM SHIPMENTS- THEATER	\$67.52
DHL AIR & OCEAN	SHIPPING, INCL CREDIT	\$24.81
DHL AIR & OCEAN	ISLE OF THE DEAD	\$122.60
TECHNICOLOR	FILM MATERIAL	\$46.22
AMERENIP	ACCT # 83436-98003/THEATE	\$779.68
General Fund Parks & Recreation Theater Total		\$4,226.53
<u>General Fund Parks & Recreation Recreation/Athletic Prog</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$2,018.16
BILL'S KEY & LOCK SHOP	KEYS, CYLINDERS- MAXWL	\$102.55
AVANTI'S ITALIAN RESTAURANT	GONDOLAS-DSA, CHAMP FLD	\$131.25
TWIN CITY ELECTRIC	BALLFLD LITES TESTED-CHMP	\$235.50

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	SUPPLIES-P/REC (EXC F/M)	\$27.97
WALMART COMMUNITY BRC	SUPPLIES	\$403.66
WALMART COMMUNITY BRC	SUPPLIES	\$27.92
RIVERSTONE GROUP INC	DOLOMITE - B/BALL FIELD	\$1,403.88
RIVERSTONE GROUP INC	DOLOMITE - B/BALL FIELD	\$3,441.62
General Fund Parks & Recreation Recreation/Athletic Prog Total		\$7,792.51
<u>General Fund Parks & Recreation Aquatics</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$6,142.91
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$1,503.07
MENARDS	SUPPLIES - PARKS/REC	\$98.28
NICOR GAS	FV CONCESS.	\$605.01
RAMCO FREEZER SERVICE & SALES	SHUTDOWN SVC- FV AQUATIC	\$235.00
OFFICE STATE FIRE MARSHAL	CERTIFICATES-BOILER/PV	\$140.00
OFFICE STATE FIRE MARSHAL	POOL HEATERS- CERTIFICATE	\$200.00
BRADFORD SUPPLY CO	PLUMBING PARTS - AAC	\$11.24
MCLEAN COUNTY CONCRETE	CONCRETE - FAIRVIEW	\$143.00
General Fund Parks & Recreation Aquatics Total		\$9,078.51
<u>General Fund Parks & Recreation Children's Disc Museum</u>		
CONNECTICUT VALLEY BIOLOGICAL	POND SNAILS	\$417.60
DISCOUNT SCHOOL SUPPLY	CRAFT KITS	\$25.38
ACE HARDWARE	SUPPLIES-P/REC (EXC F/M)	\$646.51
KIDS DIRECTORY	FALL ADVERTISING - CDM	\$300.00
DISCOUNT SCHOOL SUPPLY	ART/CRAFTS SUPPLIES - CDM	\$140.90
DISCOUNT SCHOOL SUPPLY	ART/CRAFTS SUPPLIES - CDM	\$278.79
DISCOUNT SCHOOL SUPPLY	ART/CRAFTS SUPPLIES - CDM	\$16.98
EDUCATIONAL DEVELOPMENT CORPORATION	VARIOUS CHILDREN'S BOOKS	\$441.94
FIND IT GAMES	FIND IT KIDS ED, SHIPPNG	\$123.00
FIND IT GAMES	FIND IT KIDS ED, SHIPPNG	\$14.14
MENARDS	SUPPLIES - PARKS/REC	\$561.61
WALMART COMMUNITY BRC	SUPPLIES	\$31.28
WALMART COMMUNITY BRC	WWDOP	\$223.28
WALMART COMMUNITY BRC	SUPPLIES	\$13.88
WALMART COMMUNITY BRC	SUPPLIES	\$36.40
WALMART COMMUNITY BRC	SUPPLIES	\$35.93
WALMART COMMUNITY BRC	SUPPLIES	\$3.97
WALMART COMMUNITY BRC	SUPPLIES	\$26.85
WALMART COMMUNITY BRC	SUPPLIES	\$17.76
WALMART COMMUNITY BRC	SUPPLIES	\$21.82
WALMART COMMUNITY BRC	SUPPLIES	\$27.43
WALMART COMMUNITY BRC	SUPPLIES	\$8.00
WALMART COMMUNITY BRC	SUPPLIES	\$34.86
WALMART COMMUNITY BRC	SUPPLIES	\$150.97
WALMART COMMUNITY BRC	SUPPLIES	\$71.84
WALMART COMMUNITY BRC	SUPPLIES	\$13.75
WALMART COMMUNITY BRC	SUPPLIES	\$34.20
HOHNER INC	DRUMS, TAMBOURINE, SHAKER	\$137.50
HOHNER INC	DRUMS, TAMBOURINE, SHAKER	\$19.44
WONDER FORGE LLC	GAMES, PUZZLES - CDM	\$220.00
WONDER FORGE LLC	GAMES, PUZZLES - CDM	\$33.00
HOBBY LOBBY STORES INC	CRAFT SUPPLIES - CDM	\$77.90
HOBBY LOBBY STORES INC	CRAFT SUPPLIES - CDM	\$17.97
B/N CONVENTION & VISITORS BUREAU	'11 VISITOR GUIDE- CDM	\$250.00
PRAIRIE FARMS DAIRY INC	MILK,JUICES - CDM	\$88.75
AMERENIP	CDM ELEC SVC	\$4,598.92
General Fund Parks & Recreation Children's Disc Museum Total		\$9,162.55
<u>General Fund Parks & Recreation Parks Maintenance</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$522.54
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$294.01
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$98.81

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$544.73
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$118.16
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$25.65
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$124.53
DON OWEN TIRE SERVICE	FLAT REPAIR - R40,41	\$29.33
MILLER JANITOR SUPPLY	TP,TWLS,TRASH LINER-16NPR	\$266.91
H&H INDUSTRIES INC	MILWAUKEE GRINDER	\$99.99
H&H INDUSTRIES INC	INSULATED GLOVES	\$58.50
BILL'S KEY & LOCK SHOP	KEYS (PARKS/REC)	\$5.55
NORD OUTDOOR POWER CORP	MOWER BLADE	\$22.36
NORD OUTDOOR POWER CORP	TRANS FILTER/OIL CHANGE	\$96.89
DON OWEN TIRE SERVICE	2PLY TIRE, VALVE STEM	\$74.84
MIDWEST EQUIPMENT II	SPOOL INSERT	\$7.87
MIDWEST EQUIPMENT II	TRIM COVERS	\$41.72
LAWSON PRODUCTS INC	CLEANER - FAIRVIEW	\$90.77
LAWSON PRODUCTS INC	CLEANER - THE BARN	\$165.64
EVERGREEN FS INC.	DIESELEX GOLD/#4675450	\$1,429.73
BILL'S KEY & LOCK SHOP	DEAD BOLT - MAX CONCESS	\$46.14
ADVANCE AUTO PARTS	AUTO SUPPLIES - P/REC	\$76.81
MIDWEST EQUIPMENT II	HP OIL	\$21.06
MIDWEST EQUIPMENT II	SPOOL INSERT	\$31.48
JOHN DEERE LANDSCAPES INC	RAIN SENSOR	\$58.18
HOME DEPOT CREDIT SERVICES	SUPPLIES - P/REC	\$62.16
GROWING GROUNDS	DE WITT PLANTING	\$127.49
EVERGREEN FS INC.	EROSION CNTRL- #4675450	\$99.00
ACE HARDWARE	SUPPLIES-P/REC (EXC F/M)	\$3.39
ACE HARDWARE	SUPPLIES-P/REC (EXC F/M)	\$83.37
ACE HARDWARE	SUPPLIES-P/REC (EXC F/M)	\$154.01
AZ COMMERCIAL	SUPPLIES - PARKS/REC	\$22.92
CLARK & BARLOW	PARTS - FILL HOSE	\$143.91
MIDWEST EQUIPMENT II	CARB BOX, FILTER BASE	\$33.30
MIDWEST EQUIPMENT II	PICCO MI	\$23.40
ILLINOIS PORTABLE TOILETS	OCT/NOV SERVICE	\$1,169.86
PRAIRIE SIGNS INC	SANDBLASTED CEDAR SIGN	\$1,495.00
MENARDS	SUPPLIES - PARKS/REC	\$58.72
MENARDS	SUPPLIES - PARKS/REC	\$6.59
MENARDS	SUPPLIES - PARKS/REC	\$239.80
MENARDS	SUPPLIES - PARKS/REC	\$15.55
DON OWEN TIRE SERVICE	FLAT REPAIR	\$13.87
NAPA AUTO PARTS	BATTERY, CORE DEPOSIT	\$171.74
NAPA AUTO PARTS	CREDIT-PREV INV, NEW CHG	\$12.48
M&M AG INC	SOD FOR CHAMP FIELDS	\$240.80
M&M AG INC	SOD FOR CHAMP FIELDS	\$132.00
TWIN CITY ELECTRIC	BAL LOADS- CHMPFLD LITES	\$235.50
CORN BELT ENERGY CORP	MXWELL PK TENNIS	\$114.32
CORN BELT ENERGY CORP	SHED @ CHAMPION	\$31.73
CORN BELT ENERGY CORP	MXWELL FLD 1-4	\$4,559.99
CORN BELT ENERGY CORP	SAFETY TOWN	\$20.52
CORN BELT ENERGY CORP	HORSESHOE PIT	\$151.96
CORN BELT ENERGY CORP	SIGN-IRNWD PK	\$31.45
CORN BELT ENERGY CORP	MXWELL W.CONCESS	\$1,856.33
CORN BELT ENERGY CORP	MXWELL S.BALL S.	\$84.77
CORN BELT ENERGY CORP	MXWELL PK SHEL T	\$114.55
CORN BELT ENERGY CORP	SIGN W.COLLEGE	\$24.38
CORN BELT ENERGY CORP	IRNWD BB DIAM.	\$194.20
CORN BELT ENERGY CORP	MAXWLL S. CONCESS	\$164.40
BILL'S KEY & LOCK SHOP	KEYS, SCAR PLATE (MX SO)	\$76.93
PRAXAIR DISTRIBUTION INC	OXYGEN CYLINDERS	\$111.27
FASTENAL COMPANY	PIN BLT DRIVE	\$75.94

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
RIVERSTONE GROUP INC	DOLOMITE (FOR B/BALL)	\$2,802.06
RIVERSTONE GROUP INC	DOLOMITE (FOR B/BALL)	\$2,802.06
WEST SIDE CLOTHING	PANTS, SHIRS - P/REC	\$168.00
WEST SIDE CLOTHING	SWEATSHIRTS, SHIRTS	\$126.00
STUDEBAKER NURSERIES INC	FALL PLANTINGS- UPTWN/CVS	\$3,407.98
MILLER JANITOR SUPPLY	OIL DRY, CAR SOAP-16NPR00	\$191.75
General Fund Parks & Recreation Parks Maintenance Total		\$26,007.65
<u>General Fund Concessions Aquatics</u>		
MENARDS	SUPPLIES - PARKS/REC	\$20.04
General Fund Concessions Aquatics Total		\$20.04
<u>General Fund Concessions Recreation</u>		
WALMART COMMUNITY BRC	SUPPLIES	\$91.30
WALMART COMMUNITY BRC	SUPPLIES	\$84.22
COLLEGE HILLS MEAT SHOP	BURGERS & CHOPS (P/REC)	\$52.28
COLLEGE HILLS MEAT SHOP	CHOPS & CHUCK PATTIES	\$132.04
General Fund Concessions Recreation Total		\$359.84
<u>General Fund Concessions Golf Course</u>		
DENNY'S DOUGHNUTS & BAKERY	BAKERY ITEMS- IRONWOOD	\$184.00
AVANTI'S ITALIAN RESTAURANT	GONDOLAS - IRNWOOD ACCT	\$1,500.95
RA-JAC DISTRIBUTING	BEER ORDER - IRWD/20751	\$59.60
CITY BEVERAGE LLC	BEER ORDER- IRNWD/3100B	\$110.95
PEPSI COLA GENERAL BOTTLERS	SODA- IRNWD/#84871	\$268.87
WALMART COMMUNITY BRC	SUPPLIES	\$1,042.28
General Fund Concessions Golf Course Total		\$3,166.65
		General Fund
		\$282,390.32
<u>Motor Fuel Tax Fund Public Works Motor Fuel Tax</u>		
COPY SHOP	2010 STREET RESURFACING	\$28.80
CLARK DIETZ INC	VERNON AVE BRIDGE-AUG	\$2,854.50
ROWE CONSTRUCTION	WILLOW/FT JESSE RESURFACE	\$22,841.84
Motor Fuel Tax Fund Public Works Motor Fuel Tax Total		\$25,725.14
		Motor Fuel Tax Fund
		\$25,725.14
<u>Community Development Fd Community Development Administration</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$516.13
COMCAST CORPORATION	UNITY CENTER	\$24.95
LANDMARK LAUNDRY	MONTHLY RENT- UNITY CNTR	\$1,300.00
TOWN OF NORMAL-WATER FUND	UNITY CENTER	\$57.90
CULLIGAN WATER CONDITIONING	SVC: 10/5,10/8, 10/25	\$33.10
Community Development Fd Community Development Administration Total		\$1,932.08
		Community Development Fd
		\$1,932.08
<u>Capital Investment Fund Other-Capital Investment Capital Investment</u>		
WATER PRODUCTS CO OF ILLINOIS	PLUMBING SUPPLIES	\$239.46
WATER PRODUCTS CO OF ILLINOIS	BRASS BUSHINGS	\$8.50
WATER PRODUCTS CO OF ILLINOIS	SUPPLIES FOR SHEPARD PK	\$22.49
BRADFORD SUPPLY CO	PVC SUPPLIES	\$33.47
BRADFORD SUPPLY CO	PVC PIPE/PARTS, OATEY	\$468.79
BRADFORD SUPPLY CO	PVC PIPE, BUSHINGS, BLADE	\$332.16
BRADFORD SUPPLY CO	PVC PIPE, BUSHING	\$181.75
BRADFORD SUPPLY CO	PVC PIPE, COUPLE, SLIP	\$125.65
JOHN DEERE LANDSCAPES INC	FALCON PC/FC	\$26.24
HOME DEPOT CREDIT SERVICES	SUPPLIES - P/REC	\$9.37
KIRBY RISK ELECTRICAL SUPPLY	QUAD CUT WIRE (SHEPARD)	\$641.62
CLARK DIETZ INC	PW BLDG LEED CONSULTING	\$8,777.50
MCLEAN COUNTY MATERIALS CO	PEA GRAVEL, #8 STONE	\$585.67
MOST DEPENDABLE FOUNTAINS INC	STONE FOUNTAINS (SHEPARD)	\$5,182.00
MCLEAN COUNTY MATERIALS CO	#8 STONE (P/REC)	\$210.05
WEAVER'S RENT-ALL	GAS TABLE SAW	\$80.00
MENARDS	SUPPLIES - PARKS/REC	\$238.91
MENARDS	SUPPLIES - PARKS/REC	\$293.93

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
SPEAR CORPORATION	16' DURAFLEX BOARD	\$2,950.00
SPEAR CORPORATION	16' DURAFLEX BOARD	\$189.56
WEAVER'S RENT-ALL	TRENCHER (SHEPARD PK)	\$585.00
BRADFORD SUPPLY CO	TURFVALVE & LID	\$12.71
MCLEAN COUNTY CONCRETE	CONCRETE (SHEPARD PARK)	\$1,328.00
JOHN DEERE LANDSCAPES INC	RAINBIRD NOZZLE	\$0.40
JOHN DEERE LANDSCAPES INC	RAINBIRD NOZZLE	\$5.00
STARK EXCAVATING	SHEPARD PARK (#4/FINAL)	\$47,126.42
FASTENAL COMPANY	PIN BOLTS	\$37.97
MCLEAN COUNTY CONCRETE	CONCRETE - SHEPARD PK	\$1,079.00
Capital Investment Fund Other-Capital Investment Capital Investment Total		\$70,771.62
		Capital Investment Fund
		\$70,771.62
Junction Center Federal Grants TIGER IL-78-0001		
FRONTIER COMMUNICATIONS	RELOCATE FACILITIES	\$37,802.00
Junction Center Federal Grants TIGER IL-78-0001 Total		\$37,802.00
		Junction Center
		\$37,802.00
Uptown Roads Other-Capital Investment Roads & Storm Sewers		
F&W LAWN CARE & LANDSCAPING	REMYL GATOR BAGS	\$35.00
F&W LAWN CARE & LANDSCAPING	FILLING GATOR BAG- CVS	\$35.00
F&W LAWN CARE & LANDSCAPING	FILL GATOR BAGS	\$35.00
JRH MRH LLC	NORTH, COLLEGE,FELL SITES	\$73,865.17
Uptown Roads Other-Capital Investment Roads & Storm Sewers Total		\$73,970.17
		Uptown Roads
		\$73,970.17
Uptown Program/Planning Other-Capital Investment Consultants/Studies/Misc		
CLARK DIETZ INC	COLL/MULBERRY ST LIGHTING	\$2,895.50
LAESCH ELECTRIC INC	REPLACE PHOTOCELL- N/CDM	\$187.86
Program/Planning Other-Capital Investment Consultants/Studies/Misc Total		\$3,083.36
		Uptown Program/Planning
		\$3,083.36
Uptown TIF Fund Administration - City Mgr Uptown Project		
JRH MRH LLC	LAND AQUISITION-202 NORTH	\$15,021.00
FREDERICK J. HAFNER, JR.	TIF INTEREST SUBSIDY	\$16,765.83
Uptown TIF Fund Administration - City Mgr Uptown Project Total		\$31,786.83
		Uptown TIF Fund
		\$31,786.83
Water Fund		
HILDING, KATELYN	707 GOLFCREST #3 REFUND	\$38.97
DALE HAMILTON	1507 ENSIGN DR REFUND	\$13.80
CENTRAL ILLINOIS PROPERTIES	906 APPLE #42 REFUND	\$9.20
CENTRAL ILLINOIS PROPERTIES	906 APPLE #34 REFUND	\$9.20
TRUNK BAY CONSTRUCTION	1809 LOBLOLLY DR REFUND	\$396.62
MEYERS, DIANA	1821 PARKWAY CT #6 REFUND	\$65.52
TOWN OF NORMAL WATER FUND	1227 BLUE BILL WAY REFUND	\$9.20
WATER PRODUCTS CO OF ILLINOIS	2-HOLE LIDS	\$210.00
WATER PRODUCTS CO OF ILLINOIS	6" & 12" HYDRA-STOPS	\$3,090.00
WATER PRODUCTS CO OF ILLINOIS	3/4" COUPLINGS	\$486.00
IL STATE TREASURER	UNCLAIMED CKS	\$73.53
LANDESS, DAVID K	1101 PINE MEADOWS REFUND	\$11.25
LFH-100	1530 BELCLARE RD REFUND	\$70.39
WATER PRODUCTS CO OF ILLINOIS	SGL BAND REPAIR CLAMPS	\$300.00
		Water Fund Total
		\$4,783.68
Water Fund Water Capital Investment		
CLARK DIETZ INC	CHERRY / GRANDVIEW	\$581.15
Water Fund Water Capital Investment Total		\$581.15
Water Fund Water Distribution		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$479.66
BILL'S KEY & LOCK SHOP	24 SETS PADLOCKS / WTR	\$362.88
WATER PRODUCTS CO OF ILLINOIS	SLIP EXT (2)	\$96.00
CLARK & BARLOW	COUPLINGS, NIPPLES	\$106.17

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MIDWEST CONSTRUCTION RENTALS	SHOVELS	\$40.50
WATER PRODUCTS CO OF ILLINOIS	CURB BOX LOCK KEYS	\$86.28
WATER PRODUCTS CO OF ILLINOIS	1" CURB BOX LOCKS	\$1,242.00
WATER PRODUCTS CO OF ILLINOIS	1" CURB BOX LOCKS	\$21.50
WATER PRODUCTS CO OF ILLINOIS	CURB BOX REPAIR EXTNSN	\$64.92
VALLEY VIEW INDUSTRIES INC	1" STONE	\$848.82
MENARDS	RATCHETS, HANDSAW, TORCH,	\$121.49
HOME DEPOT CREDIT SERVICES	WALL MOUNT HOSE REEL FOR	\$43.07
GETZ FIRE EQUIPMENT	RE-STOCK MEDICAL- WTP	\$42.10
MCLEAN COUNTY ASPHALT	BITUMINOUS SURFC (TARGET)	\$272.55
MCLEAN COUNTY CONCRETE	CONCRETE - TRUMAN	\$143.00
MCLEAN COUNTY CONCRETE	FLOWABLE FILL	\$385.00
MCLEAN COUNTY MATERIALS CO	#8 STONE	\$246.15
LAWSON PRODUCTS INC	TOWELS (P/UP BOX)	\$124.56
LAWSON PRODUCTS INC	TOWELS (P/UP BOX)	\$17.58
ALEXANDER LUMBER COMPANY	TREATED 2X12	\$70.47
JULIE INC	SEPT/10 LOCATES-WATER	\$313.88
LEXINGTON FORD LLC	TRUCK INSPECTION (W07)	\$29.25
MIDWEST CONSTRUCTION RENTALS	SEAL FOR PUMP	\$163.94
MCLEAN COUNTY CONCRETE	CONCRETE - HERITAGE	\$410.50
RED WING SHOE STORE	BOOTS - D AUTH / WTR	\$90.40
RED WING SHOE STORE	BOOTS - MCCAMMON / WTR	\$120.00
WEST SIDE CLOTHING	2PR JEANS - WTR DEPT	\$76.00
MCLEAN COUNTY MATERIALS CO	#8 STONE (WATER DEPT)	\$91.58
MCLEAN COUNTY CONCRETE	FLOWABLE FILL (PRTRIDGE)	\$385.00
WEST SIDE CLOTHING	JEANS - WATER DEPT	\$72.00
WATER PRODUCTS CO OF ILLINOIS	#3 STRAND WIRE	\$300.00
Water Fund Water Distribution Total		\$6,867.25
<u>Water Fund Water Administration</u>		
FEDEX	OVERNIGHT DELIVERY TO ME	\$40.25
DIGITAL COPY SYSTEMS LLC	CAONON COLOR COPIER, KIT	\$7,885.00
PARKWAY AUTO LAUNDRY	CAR WASH - WATER DEPT	\$7.00
Water Fund Water Administration Total		\$7,932.25
<u>Water Fund Water Treatment</u>		
MENARDS	WHITE ELING WOOD, ANCHORS	\$39.76
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$35,493.00
BRADFORD SUPPLY CO	SUMP PUMP	\$134.84
HICKMAN,WILLIAMS & COMPANY	26.14 TN LIME	\$3,568.11
GLOBAL WATER INSTRUMENTATION INC	WATER LEVEL SENSOR	\$543.20
GLOBAL WATER INSTRUMENTATION INC	WATER LEVEL SENSOR	\$9.00
MICKEY'S LINEN	TWLS/SUPPLIES: #4474-1	\$32.28
HICKMAN,WILLIAMS & COMPANY	25.25 TN LIME	\$3,446.63
LOWE'S COMPANIES INC	TOOLBOX FOR W-27	\$268.00
MENARDS	DECK SCREWS, GLOVES	\$9.96
MENARDS	FLEX CONDUIT, HEAT SHRINK	\$15.44
NICOR GAS	WEST RESERVIOR - SEPT 201	\$54.55
CORN BELT ENERGY CORP	RECORDING EQUIPMENT - SEP	\$21.72
CORN BELT ENERGY CORP	HERSHEY RD BOOSTER STATIO	\$641.97
CORN BELT ENERGY CORP	PUMP STATION - SEPTEMBER	\$1,351.21
FASTENAL COMPANY	TRUBOLTS	\$34.26
FASTENAL COMPANY	TRUBOLTS, DRILL BIT	\$44.27
MOTION INDUSTRIES INC	BEARINGS	\$44.92
SPRINGFIELD ELECTRIC CO	130V LAMPS	\$6.75
SPRINGFIELD ELECTRIC CO	CLAMPS	\$60.38
SPRINGFIELD ELECTRIC CO	BOXED CONNECTORS	\$29.55
HICKMAN,WILLIAMS & COMPANY	25.93 TN LIME	\$3,539.45
PAIN ENTERPRISES INC	BULK CO2	\$1,504.62
ADVANCE AUTO PARTS	PARTS/CLNR, P/TWLS	\$24.97
ADVANCE AUTO PARTS	P/TWLS, CRB/PRTSCLN,	\$71.84

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
AZ COMMERCIAL	FUSES, FUSE HOLDER	\$10.87
PDC LABORATORIES INC	FLUORIDE TESTS	\$30.00
HACH COMPANY	DISPRSNG RGT, MINERAL STB	\$291.60
HICKMAN,WILLIAMS & COMPANY	26.63 TN LIME	\$3,635.00
BRENNTAG MID-SOUTH INC	LIQUID CHLORINE	\$1,684.00
MCMASTER-CARR SUPPLY CO	S/STEEL PIVOTING HANGER	\$91.29
MENARDS	REINFORCING MESH	\$53.96
WATER PRODUCTS CO OF ILLINOIS	1" & 2" SWEEP (WTR)	\$79.00
BATTERIES PLUS	18V DEWALT-REBUILD	\$170.97
A B HATCHERY & GARDEN CENTER	GRASS SEED	\$9.00
Ron Rice	RON RICE REIMBURSE FOR CD	\$50.00
ENVIRONMENTAL RESOURCE ASSOC	COLIFORM MICROBE, PLATE C	\$583.55
FREUND CONTAINER	METAL CAP W/PLSTISOL LINR	\$84.31
PDC LABORATORIES INC	LIME SLUDGE TEST, DISINFC	\$352.00
VWR INTERNATIONAL INC	PLASTIC BOTTLES, SHIPPNG	\$96.54
CRESCENT ELECTRIC SUPPLY CO	GE MH LAMPS	\$51.90
CRESCENT ELECTRIC SUPPLY CO	PLTD EMT CLAMPS	\$57.00
CRESCENT ELECTRIC SUPPLY CO	PROXIMITY SENSOR, WIRE	\$435.05
CRESCENT ELECTRIC SUPPLY CO	PLTD CLAMPS, S/STRUT C/NT	\$102.62
CRESCENT ELECTRIC SUPPLY CO	CREDIT-EMT CLAMPS RETURN	(\$57.00)
FASTENAL COMPANY	TRUBOLTS, T-ROD / WTR	\$43.52
MICKEY'S LINEN	TWLS/SUPPLIES (4474-1)	\$32.28
GRAINGER INC	SIPHON FEED NOZZLE	\$32.94
GRAINGER INC	PIPE STRAP	\$10.26
SCADAWARE INC	CHNL ANALOG OUPUT MODULE	\$231.53
SCADAWARE INC	CHNL ANALOG OUPUT MODULE	\$5.61
WEAVER'S RENT-ALL	CONCRETE VIBRATOR	\$52.60
A B HATCHERY & GARDEN CENTER	GRASS SEED	\$14.50
MORRIS TICK COMPANY INC	REPAIRS- CHLORINE D/HOIST	\$841.57
ZIEBART	SEAT CVRS, BLK NERF BARS	\$765.00
WEST SIDE CLOTHING	BOOTS, SHIRTS - WTR DEPT	\$220.00
Water Fund Water Treatment Total		\$61,052.15
Water Fund		\$81,216.48
<u>Water Capital Investment Water Capital Investment</u>		
CLARK DIETZ INC	CHERRY / GRANDVIEW	\$1,749.86
ATLAS EXCAVATING INC	GRNDVW/EASTVIEW-WTR MAIN	\$59,444.10
ATLAS EXCAVATING INC	CHERRY ST- WTR MAIN	\$218,450.82
TESTING SERVICE CORP	CHERRY STREET	\$162.00
LEANDER CONSTRUCTION INC	WTP BAFFLES PROJECT	\$10,088.97
LIQUIVISION TECHNOLOGY	CLEAN & INSPECT RESRVR #3	\$2,650.00
LEANDER CONSTRUCTION INC	WTP BAFFLES PROJECT	\$126,593.46
SPARLING INSTRUMENTS INC	METERS- WTP CLEARWELL	\$25,250.00
WATER PRODUCTS CO OF ILLINOIS	BOLTS,HEX NUTS, FLANGE	\$1,680.65
LAYNE CHRISTENSEN COMPANY	WELL 101 REHAB, REPAIRS	\$38,479.20
Water Capital Investment Water Capital Investment Total		\$484,549.06
Water Capital Investment		\$484,549.06
<u>Sewer Fund Sewer Administration</u>		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$585.70
MENARDS	1 1/8" COMBO WRENCHES	\$39.58
WATER PRODUCTS CO OF ILLINOIS	FLANGE ACCESSORY KIT	\$14.25
CITY OF BLOOMINGTON	MMMA SEWER SHARE	\$25,314.62
CORN BELT ENERGY CORP	SEWAGE PUMP STATIONS	\$2,157.62
HIGHWAY TECHNOLOGIES	REPAIR ARROW BOARD	\$156.00
MATHIS KELLY CONSTRUCTION	SONOLASTIC CAULKING	\$37.26
JULIE INC	SEPT LOCATES (SEWER)	\$313.87
NORTHERN SAFETY CO INC	FLEXSHIELD GLOVES	\$235.67
T/N PETTY CASH-FINANCE DEPT	IPSI TRAINING EXPENSE	\$25.62
T/N PETTY CASH-FINANCE DEPT	JEANS REIMBURSEMENT	\$16.50

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MENARDS	CHEM RESIST GLOVES	\$4.78
EVERGREEN FS INC.	GRASS SEED (# 4675440)	\$64.00
Sewer Fund Sewer Administration Total		\$28,965.47
Sewer Fund		\$28,965.47
Stormwater Management Fd Stormwater Management Capital		
CLARK DIETZ INC	SUGAR CREEK STABL/STUDY	\$9,453.75
CLARK DIETZ INC	SUGAR CREEK STABL/STUDY	\$6,453.75
Stormwater Management Fd Stormwater Management Capital Total		\$15,907.50
Stormwater Management Fd		\$15,907.50
Parking Fund College Ave Parking Deck Administration		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$3,229.71
Parking Fund College Ave Parking Deck Administration Total		\$3,229.71
Parking Fund Beaufort St Parking Deck Administration		
AMEREN ENERGY MARKETING	ENERGY,MISO,RPS,DELIVERY	\$3,812.46
Parking Fund Beaufort St Parking Deck Administration Total		\$3,812.46
Parking Fund		\$7,042.17
Health & Dental Ins Fund		
IL STATE TREASURER	UNCLAIMED CKS	\$52.50
Health & Dental Ins Fund Total		\$52.50
Health & Dental Ins Fund Administration - City Mgr Health Insurance		
HAROLD MILLER	HEALTH INS PREMIUM REFUND	\$67.49
VMG LLC	REISSUED CK# 36561	\$55.37
ANTONINO G ZAMPOGNA MD PA	REISSUED CK# 60948	\$117.70
KERRY LONBOM	REISSUED CK# 36268	\$99.67
SANDRA HANOVER	REISSUED CK# 40127	\$22.78
DANIEL MILLIGAN DDS	REISSUED CK# 39326	\$131.20
LAWRENCE LISTON DDS	REISSUED CK# 60566	\$201.10
LAWRENCE LISTON DDS	REISSUED CK# 61064	\$315.00
LAWRENCE LISTON DDS	REISSUED CK# 61237	\$169.60
HORTON GROUP INC	NOV,2010 ADMIN FEE	\$3,720.00
VSP	PLAN SERVICE - OCT,2010	\$1,293.63
ADVOCATE BROMENN MEDICAL CENTER	DIABETES ED	\$86.00
Health & Dental Ins Fund Administration - City Mgr Health Insurance Total		\$6,279.54
Health & Dental Ins Fund Administration - City Mgr Dental Insurance		
DELTA DENTAL OF ILLINOIS	DENTAL ADMINSTRATION FEE	\$1,227.40
DELTA DENTAL OF ILLINOIS	SEP DENTAL CLAIMS PAID	\$5,482.73
Health & Dental Ins Fund Administration - City Mgr Dental Insurance Total		\$6,710.13
Health & Dental Ins Fund		\$13,042.17
Gen Veh Replacement Fund Information Technology Administration		
HTE VAR, LLC	IBM ESERVER, MIGRATN SVC	\$14,596.44
Gen Veh Replacement Fund Information Technology Administration Total		\$14,596.44
Gen Veh Replacement Fund Public Works Waste Removal		
QUALITY TRUCK & EQUIPMENT CO	INSTALL LIFT GATE	\$2,650.00
SECTY OF STATE-MOTOR VEH DIV	TITLE/PLATES-'10 FORD 150	\$105.00
Gen Veh Replacement Fund Public Works Waste Removal Total		\$2,755.00
Gen Veh Replacement Fund Public Works Streets		
BIRKEY'S FARM STORE	FRONT-END WHEEL LOADER	\$84,000.00
Gen Veh Replacement Fund Public Works Streets Total		\$84,000.00
Gen Veh Replacement Fund		\$101,351.44
Grand Total		\$1,259,535.81

TOWN COUNCIL ACTION REPORT

October 28, 2010

Motion to Accept a Bid in the Amount of \$25,499.00 from All Purpose Erectors for the Relocation of Fiber and Copper from 211 S. Linden to the East Wing of the 305 S. Linden Street Building to Accommodate the Engineering Department

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

REVIEWED BY: Geoff Fruin, Assistant City Manager
John Cherry, Network Administrator

BUDGET IMPACT: Sufficient funds are budgeted in line item 325-9820-419.27-10 of the Capital Investment Fund for this expenditure

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Bid tabulation sheet

BACKGROUND

The Engineering Department is currently housed in a converted two-story apartment building at 211 S. Linden Street where they have been since 1988. Several years ago the town purchased the east condominiums on the first and second floor of 305 S. Linden Street. That building was constructed in 1976 as a multi-tenant dentist office and most recently had been leased by ISU for office space.

Earlier this year, it was determined that Engineering would relocate to this space and its current building would be demolished and the area converted to parking and green space. Funds were budgeted in the FY 2010-11 budget for this purpose.

DISCUSSION/ANALYSIS

Bids for the Fiber/Copper relocation project were opened and read on October 22, 2010 at 11:00 a.m. A summary of the bids is shown below. The complete bid tabulation is attached.

<u>Bidder</u>	<u>Bid Amount</u>
All Purpose Erectors	\$25,499.00
Bodine Electric	\$28,663.00
Laesch Electric	\$29,400.00
Custom Underground	\$38,811.98

Information Technology and Engineering Staff have reviewed the bid documents and found them to be acceptable. A satisfactory reference check was performed on All Purpose Erectors.

Therefore, IT Staff recommends the bid be awarded to All Purpose Erectors in the amount of \$25,499.

	Bidder All Purpose Erectors	Laesch Electric, Inc.	Bodine Communications	Custom Underground
Conduit & handhole materials & testing	\$14,950.00	\$12,500.00	\$14,150.00	\$16,760.00
Fiber materials & installation	\$5,185.90	\$9,500.00	\$8,985.00	\$7,155.08
Fiber termination, splicing & testing	\$4,410.40	\$6,400.00	\$4,129.00	\$8,736.11
Copper materials & installation	\$952.70	\$1,000.00	\$1,399.00	\$6,160.77
Subtotal	\$25,499.00	\$29,400.00	\$28,663.00	\$38,811.96

TOWN COUNCIL ACTION REPORT

October 28, 2010

Motion to Waive the Formal Bidding Process and Accept a Quote from Datalink for the purchase of Symantec Enterprise Vault Email Archiving Software and Installation Services at a Cost of \$17,485

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

REVIEWED BY: Geoff Fruin, Assistant City Manager

BUDGET IMPACT: A budget adjustment of \$17,485 in account 001-4010-415.75-45 will be necessary using contingency funds.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Quote

BACKGROUND

With the change in the Freedom of Information Act that went into effect on January 1, 2010, the Town has received an influx of broad-ranging FOIA requests for emails. In an attempt to meet the FOIA requests, IT Staff has spent over 250 manhours manually searching email archives. This time consuming process has been burdensome on the IT Staff. As a result staff has sought more efficient ways to handle such requests.

DISCUSSION/ANALYSIS

The Town's email system processes between 80,000 and 100,000 emails per month, not including those that are caught in the SPAM filter before delivery. Currently, IT Staff has a manual process for archiving those emails. On average there are 7 archives per month and the record retention policy requires emails be saved for 4 years. When a FOIA request is received, IT Staff has to manually search each of those archives separately for the time period covered in the request. This is a time consuming process.

The proposal before you is to purchase Symantec Enterprise Vault archiving software. This software will allow IT Staff to import all of the existing email archives to one centralized location. All of the imported information will be indexed during the import. When a request is received, IT Staff will be able to search the centralized database using keyword searches with results returning within 2 minutes instead of several hours under the current process.

Quotes for this software and support were received from Datalink and CDW-G.

CDW-G	\$14,250
Datalink	\$12,485

Therefore, staff is recommending that the formal bidding process be waived and the quote from Datalink be accepted for the purchase of this software and support in the amount of \$12,485 and for installation services in the amount of \$5,000 for a total of \$17,485.



Information Means The World.

Corporate Address: 8170 Upland Circle, Chanhassen, MN 55317
 800-448-6314
 Field Address: 3010 Woodcreek Drive Suite B
 Downers Grove, IL 60515
 800-214-8059

Quote

Account Executive: Tom Heusuk
 Voice: 630-353-7718 Fax: 952-279-4608
 E-mail address: theusuk@datalink.com
Account Associate: Jeff Henke
 Voice: 952-279-4848 Fax: 952-279-4608
 E-mail address: jhenke@datalink.com
www.datalink.com

Quote Created: 10/22/2010
Quote Expiration Date: 11/21/2010
Company Name: Town of Normal
Account Number: 106005
Contact Name: John Cherry

Datalink's Standard Payment Terms are
 Net 30
 (subject to approval)
 FOB:Origin

Quote Number: NA2040_ToN_100710

Item	Qty	Part Number	Description	Price	Ext. Price
NetApp - Production Symantec Enterprise Vault					
5	500	21060225	e-Discovery Suite	\$20.12	\$10,060.00
	500	21061958	12M Maint	\$4.85	\$2,425.00
Symantec Enterprise Vault Installation					
1	1	DTLK-EV-5	EV Installation	\$5,000.00	\$5,000.00
				*Total	\$17,485.00

*Pricing does not include freight or applicable sales tax
 >To ship collect via your preferred carrier, please
 provide carrier name and account number on your order.

TOWN COUNCIL ACTION REPORT

October 28, 2010

Resolution Authorizing the Execution of a Highway Authority Agreement

PREPARED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: N/A

**STAFF
RECOMMENDATION:** Approval

ATTACHMENTS: Proposed Resolution

BACKGROUND

Pursuant to Illinois Law, local property owners may enter into agreements with the Illinois Environmental Protection Agency and municipalities for the purpose of limiting access to soil within local rights of way and prohibiting use of said rights of way for potable or domestic water supply. Staff was recently contacted by the owner/operator of 707 Liquors, Mr. Jasbir Dhillon, at 315 West Beaufort Street in Normal. As a result of leaking underground storage tanks at that location, ground water contamination exists and has likely migrated under the adjoining Beaufort Street right of way. Mr. Dhillon is conducting corrective action in accordance with EPA requirements. Mr. Dhillon has requested that the Town enter into a highway authority agreement to limit access and use of soil within the Beaufort Street right of way immediately adjacent to Mr. Dhillon's property.

The Town has entered into similar agreements in the past where leaking underground storage tanks have resulted in contaminated soils that have migrated underneath Town rights of way. Since the Town has no interest in developing water resources underneath these rights of way, you have routinely approved these highway authority agreements when requested.

DISCUSSION/ANALYSIS

The Legal Department has reviewed the proposed highway authority agreement and finds it to be consistent with similar agreements that the Town has entered into in the past. In this particular case, the contaminated soil migration from the property at 315 West Beaufort Street is not expected to cause any problems in the Beaufort Street right of way. As the Town has no interest in pursuing potable water resource development in that location, it would be appropriate for the Council to approve the agreement as drafted.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A HIGHWAY AUTHORITY AGREEMENT

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, pursuant to Illinois law local property owners may enter into agreements with the Illinois Environmental Protection Agency and local highway authorities for the purpose of limiting access to soil within local rights-of-way and prohibiting the use of said rights-of-way for potable or domestic water supply; and

WHEREAS, Jasbir Dhillon is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 315 West Beaufort Street, Normal, Illinois; and

WHEREAS, as a result of one or more releases of contaminants from the above-referenced underground storage tanks soil and/or ground water contamination exists at 315 West Beaufort Street and has migrated or may have migrated under the adjoining Beaufort Street; and

WHEREAS, Jasbir Dhillon is conducting corrective action in response to the release; and

WHEREAS, Jasbir Dhillon has requested the Town to enter into a highway authority agreement to limit access and use of the soil within the right-of-way of Beaufort Street immediately adjacent to Jasbir Dhillon's property; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into a Highway Authority Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES AS FOLLOWS:

SECTION ONE: That the President be and he is hereby authorized to execute for and on behalf of the Town of Normal, a Highway Authority Agreement with Jasbir Dhillon and the Illinois Environmental Protection Agency. A copy of said Agreement is marked Exhibit 1, attached hereto and incorporated herein by reference.

SECTION TWO: That the Town Clerk be and she is hereby authorized and directed to attest the signature of the President on said document and retain a fully executed original in her office for public inspection and forward a copy of the executed document to Allan M. Green of Midwest Environmental Consulting and Remediation Services, Inc., agent for Jabir Dhillon.

ADOPTED this _____ day of _____, 2010.

APPROVED:

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

ATTEST:

Town Clerk

(Seal)

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ___ day of _____, 2010 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Jasbir Dhillon ("Owner/Operator") and (2) Town of Normal ("Highway Authority"), collectively known as the "Parties".

WHEREAS, Jasbir Dhillon is the owner or operator of one more leaking underground storage tanks presently or formerly located at 315 West Beaufort Street, Normal, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Admin. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

Now Therefore, the Parties agree as follows:

1. The recitals set forth above are incorporated by referenced as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 20031596 to the Release.
3. Attached as Exhibit A is a scaled map prepared by Jasbir Dhillon that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the Tier 1 residential remediation objectives as a result of the Release.
4. Attached as Exhibit B is are tables prepared by Jasbir Dhillon that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations with the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by Jasbir Dhillon showing the areas of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation does not and will not extend beyond the boundaries of the Right-of-Way.

7. ~~The Highway Authority stipulates is has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.~~
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Admin. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. The agreement shall be referenced in the Agency's no further remediation determination issued for the Release.
2. The Agency shall be notified of any transfer of jurisdiction over Right-of-Way at least 30 days prior to the date the transfer takes affect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this

Highway Authority Agreement as is signed by the Highway Authority, or subsequent transferor, and the transferee.

3. This agreement shall become effective on the date the Agency issues a no further remediation determination of the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
4. ~~In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.~~
5. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
6. The agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
7. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
PO Box 19276
Springfield, IL 62974-9276

Mr. Jasbir Dhillon
315 West Beaufort Street
Normal, Illinois 61761

Town of Normal
100 East Phoenix
Normal, IL 61761

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

Jasbir Dhillon

Mayor of Normal or Town Clerk

EXHIBIT A

EXTENT OF CONTAMINATION

ISU

School St.

Parking Garage

Extent BTEX
in Soil & GW

Asphalt
Parking Lot

ISU

W. Beaufort Street

Parking Lot

Midtown Food & Liquor
315 West Beaufort
Normal, IL

Chicago & Alton Railroad

MW-5

MW-6

MW-7

MW-2

MW-3

MW-4

MW-1

Concrete

Concrete

Grass

Former Product
Islands

T-1

NSW

F-2

ESW

F-1
SSW
Burgers & More
(Vacant)

USX Excavation

WSW

GP-1

Property Boundary



Approximate
Scale



⊕ Monitoring Well
• Boring or Sample
Location

FIGURE # 1 Extent BTEX Clean Boring/Well to Clean Boring/Well Former Gas & Mini Mart #147 Normal, IL	Date: 07/03/09	Drawn by: PLS
	PRJN: 03-41	Approved by: AMG
	M.E.C.R.S., Inc.	

EXHIBIT B

SOIL AND GROUNDWATER ANALYTICAL DATA TABLES

TABLE 1. SOIL ANALYTICAL RESULTS
Former Gas Mini Mart #147
315 West Beaufort St.
Normal, IL

Sample ID:	Analytes (Tier 1 CUO)>>	Benzene 30 ppb	Toluene 12,000 ppb	Ethylbenzene 13,000 ppb	Total Xylenes 5,600 ppb	TOTAL BTEX	MTBE 320 ppb
	SAMPLE DATE						
F-1, 12'	10/31/03	14.1 M	29.3 M	25.0 M	133 M	201.4 M	8.3 M
F-2, 12'	10/31/03	<2.3	4.5	<2.3	9.5	<18.6	18.9
NSW-9'	10/31/03	719	<592	4,460.0	4,380.0	<10,151	699
SSW-9'	10/31/03	<2.3	6.8	5.9	15.7	<30.7	<2.3
ESW-9'	10/31/03	<2.1	<2.1	<2.1	<5.3	<11.6	2.5
WSW	10/31/03	2.7	2.7	<2.3	<5.7	<13.4	9.5
T-1	10/31/03	824 M	1,200 M	4,880 M	20,400 M	27,304 M	<295 M
GP-1, 8-9	04/14/09	<MDL	<MDL	<MDL	<MDL	<28.0	<MDL
MW-1, 8-9	04/14/09	<MDL	<MDL	<MDL	<MDL	<19.0	<MDL
MW-2, 2-3	04/14/09	4,130	61,500	31,800	150,000	247,430	<MDL
MW-2, 7-8	04/14/09	5,630	50,400	15,300	83,300	154,630	<MDL
MW-2, 11-12	04/14/09	1,600	<MDL	<MDL	<MDL	<1615	37.7
MW-3, 2-3	04/14/09	1,750	4,710	10,200	44,200	60,860	<MDL
MW-3, 6-7	04/14/09	1,370	9,130	2,620	11,600	24,720	<MDL
MW-3, 11-12	04/14/09	2,250	1,370	3,280	8,390	15,290	<MDL
MW-4, 10-11	04/14/09	<MDL	<MDL	<MDL	<MDL	<17.4	<MDL
B-5, 10-11	04/17/09	<MDL	<MDL	<MDL	<MDL	<25.5	<MDL
B-6, 8-9	04/17/09	<MDL	6.09	<MDL	<MDL	<29.91	<MDL
B-7, 7-8	04/17/09	<MDL	4.7	<MDL	<MDL	<29.91	<MDL

ALL RESULTS REPORTED IN PARTS PER BILLION (ug/kg, ug/L)

XX = Tier 1 soil remediation objective not listed in TACO tables.

NA = not analyzed

M = Matrix interference(s) identified

719 = Concentration exceeds Tier 1 soil remediation objective.

Tie 1 CUOs for Class 2 Groundwater

Benzene	Toluene	Ethylbenzene	Xylenes	--	MTBE
0.17 ppm	29 ppm	19 ppm	5.6 ppm	--	0.32 ppm

TACO Parameters

Sample #	Hydraulic Conductivity	foc	pH	Bulk Density	Particle Density	% Moisture	Porosity
Subsurface		1.07%	7.39	1.84	2.64	29.10%	0.461
MW-6	9.11x10 ⁻⁵ cm/sec			1.43			

**Table 2: Groundwater Analytical Data
Normal Gas Mini Mart
315 West Beaufort Street
Normal, Illinois**

Sample #	Date	DTW	GWE	Benzene	Toluene	E-benzene	Xylenes	Total BTEX	MTBE
GP-1									
SI	4/17/2009	--	--	<2.0	<2.0	<2.0	<5.0	<11.0	<5.0
MW-1	Elevation Top of Casing = 97.48								
SI	6/10/2009	6.58	90.90	<2.0	<2.0	<2.0	<15.0	<21.0	<5.0
MW-2	Elevation Top of Casing = 97.72								
SI	6/10/2009	3.43	94.29	8,120	5,180	834	3,380	17,514	<1000
MW-3	Elevation Top of Casing = 98.27								
SI	6/10/2009	14.29	83.98	4,100	2,730	968	2,520	10,318	<500
MW-4	Elevation Top of Casing = 100.00								
SI	6/10/2009	8.30	91.70	9.31	11.8	3.33	<15.0	<39.44	<5.0
MW-5	Elevation Top of Casing = 97.55								
SI	6/10/2009	8.30	89.25	2.20	2.87	<2.0	<15.0	<22.07	<5.0
MW-6	Elevation Top of Casing = 97.81								
SI	6/10/2009	7.84	89.97	<2.0	<2.0	<2.0	<15.0	<21.0	<5.0
MW-7	Elevation Top of Casing = 98.54								
SI	6/10/2009	8.57	89.97	<2.0	<2.0	<2.0	<15.0	<21.0	<5.0

Notes:

1. All results in parts per billion (ppb).
2. IEPA Generic Cleanup Objectives:

Benzene	Toluene	E-benzene	Xylenes	Total BTEX	MTBE
5	1000	700	10,000	--	70

3. Tier 1 CUOs, Class 2 Groundwater:

Benzene	Toluene	E-benzene	Xylenes	Total BTEX	MTBE
25	2500	1000	10,000	--	70

4. -- = No data available
5. DTW = Depth to Water
6. GWE = Groundwater Elevation referenced to datum point

EXHIBIT C

HIGHWAY AUTHORITY AGREEMENT AREA

ISU

Groundwater Model

ISU
Parking Garage

School St.

ISU
CAMPUS

MW-5

MW-6

MW-7

HAA with Town of Normal
West Beaufort Street

W. Beaufort Street

ISU
Parking Lot

ISU
Parking Lot

MW-1

MW-2

MW-3

MW-4

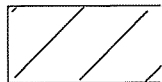
Chicago & Alton Railroad

✱ Monitoring Well

● Boring or Sample
Location

Scale = 1:1000

Institutional Controls



- HAA on Town of Normal ROW

FIGURE # 2
Area Covered by HAA
Former Gas & Mini Mart #147
Normal, IL

Date: 05/19/2010 Drawn by: PLS
PRJN: 03-41 Approved by: AMG

M.E.C.R.S., Inc.



TOWN COUNCIL ACTION REPORT

October 28, 2010

A Resolution Authorizing Execution of a Consent to Assignment of Redevelopment Agreement – Normal Main LLC

PREPARED BY: Steven D. Mahrt, Corporation Counsel

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution and Assignment of Redevelopment Agreement

BACKGROUND

On September 6, 2010, the Town of Normal entered into an Amended and Restated Redevelopment Agreement with Normal Main LLC for the construction of a mixed-use building project in the Main Osage Redevelopment Area. Under the terms of the Redevelopment Agreement Normal Main LLC is to construct a mixed-use commercial and residential dwelling unit building on property located at the intersection of Main and Osage Streets. The project is expected to cost approximately \$9,388,000.00. In order to finance the project the Redeveloper is obtaining a loan from Marine Bank, an Illinois banking association. The Bank has asked that a collateral assignment pledge or mortgage be made to the rights of Normal Main LCC under the terms of the Redevelopment Agreement between Normal Main LLC and the Town of Normal. Under the terms of this Redevelopment Agreement Normal Main LLC is provided certain public incentives in order to complete the mixed-use project. These public incentives include a portion of sales tax increment generated by the project parcel, a portion of tax increment generated by property outside of the project parcel and certain sales tax revenues. The project tax increment to be paid the Redeveloper shall not exceed 2.8 million dollars, the supplemental tax increment to be paid the Redeveloper shall not exceed \$250,000 and the sales tax revenues to be paid the Redeveloper shall not exceed \$275,000.

DISCUSSION/ANALYSIS

The collateral assignment of the Redevelopment Agreement provides that in the event the Redeveloper fails to make payments to Marine Bank when required under the terms of the note and mortgage executed in favor of the Bank, then the Bank may receive payments otherwise due the Redeveloper from the Town of Normal under the terms of the Redevelopment Agreement. Upon full payment and performance by the debtor of all liabilities to the Bank, the lien created by the collateral assignment shall automatically cease to exist. The collateral assignment further provides that the Bank's right to public investment proceeds under the terms of the Redevelopment Agreement is contingent and conditioned upon the performance of Normal Main LLC of its obligations under the terms of the Redevelopment Agreement.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A CONSENT TO ASSIGNMENT OF REDEVELOPMENT AGREEMENT

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 Redevelopment Agreement with Normal Main LLC dated September 6, 2010; and

WHEREAS, pursuant to the terms of said Redevelopment Agreement Normal Main LLC is entitled to receive certain public investment upon performance of certain conditions as set forth in said Redevelopment Agreement; and

WHEREAS, under the terms of said Redevelopment Agreement Normal Main LLC is required to develop a mixed-use building located in the Main Osage Redevelopment Area; and

WHEREAS, in order to finance said mixed-use building project, Normal Main LLC has obtained a loan from Marine Bank, an Illinois banking association; and

WHEREAS, as a condition of obtaining said loan, not to exceed \$7,040,000.00, Normal Main LLC is making a collateral assignment pledge and mortgage to Marine Bank of all of its right, title and interest in certain proceeds under the Redevelopment Agreement between Normal Main LLC and the Town of Normal; and

WHEREAS, Normal Main LLC remains primarily responsible for performance of all of the terms and conditions as set forth in the Redevelopment Agreement dated September 6, 2010; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Normal to consent to the assignment of the Redevelopment Agreement to Marine Bank, all as provided in an assignment document attached hereto and incorporated herein by reference.

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

SECTION ONE: That the President be and he is hereby authorized to execute a consent to the collateral assignment and mortgage of the Redevelopment Agreement between the Town of Normal and Normal Main LLC to and for the benefit of Marine Bank, an Illinois banking association. A copy of said collateral assignment 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 the signature of the President on said collateral assignment and maintain a fully executed copy of said Assignment in her officer for public inspection.

ADOPTED this _____ day of _____, 2010.

APPROVED:

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

ATTEST:

Town Clerk

(Seal)

ASSIGNMENT OF REDEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF REDEVELOPMENT AGREEMENT (the “Assignment”) is made and delivered as of this 29th day of October, 2010 by **NORMAL MAIN, LLC**, an Illinois limited liability company (“Debtor”), to and for the benefit of **MARINE BANK**, an Illinois banking association, its successors and assigns (“Secured Party”), and is acknowledged by and consented to by the **TOWN OF NORMAL**, Illinois, a municipal corporation (the “Town”).

RECITALS:

A. Secured Party has agreed to make a certain loan (“Loan”) to Debtor in an amount not to exceed Seven Million Forty Thousand and No/100ths Dollars (\$7,040,000.00) in accordance with the terms, provisions and conditions of that certain Construction Loan Agreement between Debtor and Secured Party of even date herewith (as amended from time to time, “Loan Agreement”). The Loan is evidenced by a certain Promissory Note (as amended from time to time “Note”) of even date herewith made by Debtor and payable to the order of Secured Party in the principal sum of the Loan.

B. The Note is secured, inter alia, by a Construction Mortgage, Security Agreement, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith made by Debtor in favor of Secured Party (as amended from time to time “Mortgage”), covering certain real estate described in Exhibit “A” attached hereto and made a part hereof, including all buildings, structures and improvements now or hereafter constructed thereon (“Property”) and by certain additional collateral as more particularly described in the Loan Agreement (the Loan Agreement, the Mortgage and all of the other documents and instruments evidencing, securing or otherwise executed in connection with the Loan, as amended from time to time are hereinafter collectively referred to as “Loan Documents”). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Loan Agreement.

C. Secured Party requires as a condition precedent to its making the Loan that Debtor enter into this Assignment and Debtor wishes to grant to Secured Party a security interest, mortgage, lien, encumbrance and charge upon the collateral more particularly hereinafter described.

NOW, THEREFORE, in consideration of the making of the Loan and as an inducement to Secured Party to do so, and for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, Debtor and Secured Party agree as follows:

1. **Creation of Security Interest.** Debtor hereby grants to Secured Party a security interest in, and does hereby collaterally assign, pledge, mortgage, convey and set over unto Secured Party, any and all of Debtor's right, title and interest in, to and under that certain development agreement with the Town of Normal, Illinois known as the TOWN OF

NORMAL/NORMAL MAIN, LLC AMENDED AND RESTATED DEVELOPMENT AGREEMENT, dated September 6, 2010, by and between the Town and the Secured Party (the "Redevelopment Agreement" or the "Collateral"), together with the proceeds of all of the foregoing.

2. **Debtor's Liabilities.** This Assignment is made and given as collateral security for the prompt payment when due of any and all indebtedness, obligations and liabilities of Debtor to Secured Party, and evidenced by or secured by or otherwise provided in the Loan Agreement, the Note, the Mortgage and/or any of the other Loan Documents, all of which have been made by Debtor with or for the benefit of Secured Party, whether such indebtedness, obligations or liabilities are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired by Secured Party, and any and all renewals, extensions or refinancings thereof (all of the foregoing are hereinafter collectively referred to as "Liabilities"). Upon full payment, performance and observance by Debtor of all Liabilities, this Assignment and the lien or charge created hereby or resulting herefrom shall automatically cease to exist.

3. **Representations, Warranties and Covenants of Debtor.** Debtor represents, warrants and covenants to Secured Party that:

(a) Debtor shall not sell, transfer, assign, pledge, encumber or mortgage all or any portion of the Collateral or any interest therein without the prior written consent of Secured Party, or permit anything to be done that may materially impair the value of any of the Collateral or the security intended to be afforded by this Assignment. Debtor shall not amend, modify or terminate any of the documents or instruments constituting part of the Collateral without the prior written consent of Secured Party.

(b) Debtor shall sign and execute alone or with Secured Party any financing statement or other document or procure any documents and pay any connected costs, expenses and fees, including court costs and reasonable attorneys' fees, necessary to protect the security interest under this Assignment against the rights, interests or claims of third parties.

(c) Debtor shall reimburse Secured Party for all reasonable costs, expenses and fees, including court costs and reasonable attorneys' fees, incurred for any action taken by Secured Party to remedy an Event of Default (as such term is hereinafter defined) of Debtor under this Assignment, including without limitation, expenses incurred pursuant to Paragraphs 6(c) and 6(d) below, together with interest on all said amounts at an annual rate equal to the Default Rate from and after the date which is ten days after Secured Party demands reimbursement until the date reimbursed by Debtor.

(d) Debtor will punctually and promptly perform all covenants, agreements and conditions required to be performed by it under this Assignment, the Loan Agreement, the Note, the Mortgage and the other Loan Documents, and all of the documents, instruments, agreements and contracts constituting the Collateral.

(e) Debtor represents, warrants and covenants to Secured Party that it is the sole owner of all right, title and interest of the owner under all of the documents, instruments, agreements and contracts constituting the Collateral, and agrees that so long as any of the Liabilities remain unpaid, Debtor shall remain liable for all costs, fees and expenses which may be or become due and payable under the Collateral and for all responsibilities of the ownership of the Property.

(f) Debtor agrees to take reasonable efforts to enforce performance by the other party to each document, instrument, agreement or contract constituting the Collateral of each and every material obligation, covenant, condition and agreement to be performed by such other party.

(g) Debtor has not performed any act which might prevent Debtor from performing its obligations hereunder or which might prevent Secured Party from enforcing its rights pursuant to the terms and provisions hereof.

(h) Until the Liabilities are paid in full, Debtor agrees promptly to deliver to Secured Party true, complete and correct copies of each agreement or contract comprising the Collateral.

(i) Any management agreement ("Management Agreement") which Debtor has previously entered into or may hereafter enter into with any person or entity with respect to the management of the Property either currently provides or shall provide, among other things, that Secured Party may terminate the Management Agreement at any time after the occurrence of an Event of Default and that any lien for management fees which such manager may have shall be subject and subordinate to the lien of the Mortgage. Debtor further covenants and agrees that Debtor shall not change the manager under the Management Agreement or amend or permit the amendment of the Management Agreement without the prior written consent of Secured Party.

4. **Limitation of Secured Party's Liability.** Notwithstanding anything to the contrary contained in any of the Collateral, the interest of Debtor therein is assigned and transferred to Secured Party by way of collateral security only, the Secured Party by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Debtor under the Collateral, whether provided for by the terms thereof, arising by operation of law or otherwise. Debtor hereby acknowledges that Debtor shall remain liable for the due performance of Debtor's obligations under the documents, instruments, agreements and contracts constituting the Collateral to the same extent as though this Assignment had not been made. It is expressly intended, understood and agreed that this Assignment, the Loan Agreement, the Note, the Mortgage, and the other Loan Documents are made and entered into for the sole protection and benefit of Secured Party and Debtor, and their respective successors and assigns (but in the case of assigns of Debtor, only to the extent permitted hereunder), and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time; that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Secured Party and Debtor is solely that of a lender and borrower, and

nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender and borrower.

5. **Scope of Town Obligation.** Secured Party recognizes and acknowledges that Town's obligation to remit Public Investment is contingent and conditioned on the performance of the Debtor's obligations under the terms of the Redevelopment Agreement.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Debtor of any of the covenants, agreements, representations, warranties or other provisions hereof that is not cured within the applicable grace or cure period, if any, set forth in the Loan Agreement, or (b) any other Event of Default described in the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents. An Event of Default under this Assignment shall constitute an Event of Default under the Loan Agreement, the Note, the Mortgage and the other Loan Documents.

7. **Remedies.** At any time upon or following the occurrence of any one or more Events of Default hereunder, Secured Party shall without any further notice or any demand to Debtor: (a) be entitled to declare all indebtedness secured hereby and by the Note and the other Loan Documents to be immediately due and payable; (b) exercise any and all rights and remedies provided hereunder or under the other Loan Documents, as well as all remedies available at law and in equity; (c) cure any default in such manner and to such extent as Secured Party may deem reasonably necessary to protect the security hereof, including without limitation, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Secured Party, and also the right to perform and discharge each and every obligation, covenant and agreement of Debtor under any of the documents, instruments, agreements and contracts constituting the Collateral, and in connection therewith, to pay necessary costs and expenses, employ counsel and incur and pay attorneys' fees and expenses; (d) be entitled to send written notice to the Town alleging the occurrence of an Event of Default and direct the Town to tender all future Public Investment (as defined in the Redevelopment Agreement) reimbursements owed to Debtor directly to the Secured Party, and/or (e) either in person or by agent, with or without bringing any action or proceedings, or by a receiver to be appointed by a court at any time hereafter, enforce any of the documents, instruments, agreements or contracts constituting the Collateral for its own benefit.

8. **Waiver and Indemnity.** Debtor hereby agrees that no liability shall be asserted or enforced by Debtor against Secured Party in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Debtor. Debtor hereby agrees to indemnify, defend and hold Secured Party harmless from and against any and all liability, expense, cost or damage which Secured Party may incur by reason of act or omission of either Debtor under any of the documents, instruments, or agreements constituting the Collateral. Notwithstanding anything contained herein to the contrary, the waiver and indemnification contained in this Paragraph 7 shall not apply to any instance in which Secured Party has committed gross negligence or wilful misconduct.

9. **Notices.** Any notices, communications and waivers under this Assignment shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered

or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Secured Party: Marine Bank
3050 Wabash Ave.
Springfield, Illinois 62704
Attn: Legal Department

OR:

To Borrower: Normal Main, LLC
c/o Tartan Realty Group, Inc.
30 West Monroe Street, Suite 1000
Chicago, Illinois 60603
Attn.: Douglas Reichl
Fax Number: 312-377-8351

OR:

To Town: Town Clerk
Town Hall
100 East Phoenix Ave.
P.O. Box 589
Normal, Illinois 61761
Fax Number: 309-454-9609

With copies to: Director of Planning
and
Corporation Counsel

Fax Number: 309-454-9609

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

10. **Miscellaneous.** This Assignment and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of Secured Party and its successors and assigns, and shall be binding upon Debtor and its members, successors and permitted assigns. This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Illinois. All provisions of this Assignment shall be deemed valid and enforceable to the extent permitted by law. Any provision or provisions of this Assignment which are held unenforceable, invalid or contrary to law by a court of competent jurisdiction, shall be of no force or effect, and in such event each and all of the remaining provisions of this Assignment shall subsist and remain and be fully

effective according to the terms of this Assignment as though such invalid, unenforceable or unlawful provision or provision had not been included in this Assignment. Time is of the essence of this Assignment, the headings of paragraphs in this Assignment are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

11. **WAIVER OF RIGHT TO TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND SECURED PARTY, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, KNOWINGLY AND VOLUNTARILY MUTUALLY (A) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION, CLAIM, COUNTERCLAIM, CROSS-CLAIM, THIRD-PARTY CLAIM, DISPUTE, DEMAND, SUIT OR PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, THE LOAN AGREEMENT, THE NOTE, THE MORTGAGE, ANY OF THE OTHER LOAN DOCUMENTS, OR THE LOAN EVIDENCED OR SECURED THEREBY, OR ANY RENEWAL, EXTENSION OR MODIFICATION THEREOF, OR ANY CONDUCT OF ANY PARTY RELATING THERETO, AND (B) AGREE THAT ANY SUCH ACTION, CLAIM, SUIT OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Debtor has caused this Assignment to be executed as of the date first above written.

NORMAL MAIN, LLC, an Illinois limited liability company

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

STATE OF ILLINOIS)
) **SS.**
COUNTY OF _____)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ respectively of Normal Main, LLC, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in their capacities as officers they signed and delivered said instrument as their free and voluntary act and pursuant to the authority of and on behalf of Normal Main, LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ of _____, 2010.

 Notary Public

IN WITNESS WHEREOF, Normal has caused this Assignment to be executed as of the date first above written.

TOWN OF NORMAL, Illinois, a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) **SS.**
COUNTY OF _____)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ respectively of Town of Normal, Illinois, and Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in their capacities as officers they signed and delivered said instrument as their free and voluntary act and pursuant to the authority of and on behalf of Town of Normal, Illinois, and Illinois municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ of _____, 2010.

Notary Public

IN WITNESS WHEREOF, Secured Party has caused this Assignment to be executed as of the date first above written.

MARINE BANK, an Illinois banking association

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) **SS.**
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ respectively of Marine Bank, an Illinois banking association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in their capacities as officers they signed and delivered said instrument as their free and voluntary act and pursuant to the authority of and on behalf of Marine Bank, an Illinois banking association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ of _____, 2010.

Notary Public

EXHIBIT A

THE LAND

TOWN COUNCIL ACTION REPORT

October 28, 2010

Resolution Authorizing Execution of an Administrative Services Agreement with Allied Benefit Systems, Inc.

PREPARED BY: Pamela S. Reece, Deputy City Manager

REVIEWED BY: Ronald J. Hill, Director of Finance

BUDGET IMPACT: Funds in the amount of \$5020 are budgeted in 001-4510-413.20-10 for FY2010-11. A budget adjustment in the amount of \$1,650 is required.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution and Agreement

BACKGROUND

Since 2000, the Town has participated in a Flexible Spending program whereby employees have the opportunity to "shelter" certain funds per IRS regulations from income taxes and set those funds aside for eligible medical and dependent care expenses. Since 2000, the Town's Flexible Spending plan has been administered by HealthSmart, which was previously American Administrative Group.

DISCUSSION/ANALYSIS

Upon moving forward with new group insurance broker, Horton Group, staff and Horton Group discussed seeking proposals for administration of the Town's Flexible Spending plan. Horton sought proposals from Allied Benefit Systems and Flexible Benefit Service Corporation. HealthSmart also submitted a renewal proposal.

Following review of the proposals, staff and Horton Group recommend Allied Benefit Systems. One of the benefits of moving the program to Allied is that employees will be able to access their flexible spending account through debit cards issued by Allied. These cards tie directly into the employee's individual flexible spending account.

Council recently approved Allied for COBRA administration services. The transition to Allied for COBRA administration was very smooth and we believe the transition for flexible spending will be relatively seamless as well. At the end of each year, employees are offered an opportunity to enroll in flexible spending for the next calendar year. Assuming Council approval of the proposed agreement with Allied, enrollment will occur in November.

The budget includes funds for administration of the flexible spending program in the amount of \$5,020. The agreement with Allied will require a budget adjustment in the amount of \$1,650. The annual agreement will result in charges of \$6,900, presuming 100 employees participate in the program. This

TOWN COUNCIL ACTION REPORT

fee includes \$300 for preparation of the IRS form 5500 which is required for annual reporting. Staff recommends approval of the proposed agreement.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN ADMINISTRATIVE SERVICES AGREEMENT WITH ALLIED BENEFIT SYSTEMS, INC. – FLEXIBLE BENEFITS PLAN

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 Agreement details the responsibilities and obligations of the Town and Allied Benefit Systems, Inc. with respect to the Town's Flexible Benefits Plan for the period beginning January 1, 2011 through December 31, 2011; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into an Administrative Services Agreement with Allied Benefit Systems, Inc..

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 Illinois, an Administrative Services Agreement with Allied Benefit Systems, Inc. for the period from January 1, 2011 through December 31, 2011 with respect to the Town's Flexible Benefits Plan. A copy of said Administrative Services Agreement is attached hereto marked Exhibit A and incorporated herein by reference.

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 retain a fully executed original in her office for public inspection.

ADOPTED this _____ day of _____, 2010.

APPROVED:

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

ATTEST:

Town Clerk

(Seal)

ADMINISTRATIVE SERVICES AGREEMENT
GROUP NO. A10149

This Agreement is made and executed this 1st day of January, 2011 by and between the Town of Normal (hereinafter referred to as "Employer") and Allied Benefit Systems, Inc. (hereinafter referred to as "Claims Processor"). The purpose of this Agreement is to detail the responsibilities and obligations of the parties with respect to the Town of Normal Flexible Benefits Plan (hereinafter referred to as "Flex Plan") beginning January 1, 2011 through December 31, 2011.

Therefore, for and in consideration of the mutual covenants herein and for other valuable consideration, it is agreed as follows:

1. RESPONSIBILITIES OF THE EMPLOYER

- a. Furnish the Claims Processor with a written detailed description of the Flex Plan.
- b. Determine the claims administration procedures and practices to be followed which are not self-evident from the Flex Plan and provide such information in writing to the Claims Processor.
- c. Determine the eligibility of an employee to receive benefits.
- d. Provide the Claims Processor with a completed salary reduction agreement for each employee participating in the Flex Plan and ensure that the required contributions are made to the Flex Plan.
- e. Remit all fees when due. The Employer's failure to do so will relieve the Claims Processor of any further responsibility under this Agreement.
- f. Perform and comply with the obligations set forth in the HIPAA Business Associate Addendum, attached as Exhibit A to this Agreement and incorporated hereto by reference.

2. RESPONSIBILITIES OF THE CLAIMS PROCESSOR

- a. When requested, prepare a draft summary plan description of the Flex Plan in accordance with the Employer's detailed description for the Employer's final review and approval and prepare any draft amendments requested by the Employer during the continuance of the servicing of the Flex Plan for the Employer's final review and approval.
- b. When requested, arrange for design and printing of summary plan descriptions for Flex Plan participants. The cost of printing summary plan descriptions and any subsequent amendments is the Employer's responsibility.
- c. Follow the claims administration procedures and practices requested in writing by the Employer and consult with the Employer on any changes.

- d. Provide suitable facilities, personnel, procedures, forms and instructions and other services necessary for the processing of claims under the Flex Plan.
- e. Make payment with funds as provided for in Section 4 of amounts due with respect to claims that qualify under the Flex Plan as provided above.
- f. Submit to the Employer a reconciliation which includes a monthly accounting of payments made in sufficient detail to provide for the audit and control of funds used.
- h. Submit to the Employer a monthly accounting of benefit payments by line of coverage and payments to individuals.
- i. When requested, assist the Employer in the preparation and filing of Form 5500 for the Flex Plan.

3. ADMINISTRATIVE FEE

The Claims Processor shall be entitled to a fee for the services outlined in this Agreement in accordance with the Schedule provided in Exhibit B, incorporated by reference into this Agreement. As stated in Exhibit B, this fee, among other things, is subject to change by the Claims Processor as of the anniversary date of each year during the continuation of this Agreement, as well as by reason of 1) a change imposed by any governmental entity, 2) a revised interpretation of an existing requirement, or 3) the enactment of a new law or regulation. As such, the Claims Processor reserves the right to amend Exhibit B as referenced therein.

4. FLEX PLAN ACCOUNT

The Employer shall provide funds to be used to make Flex Plan payments to plan participants as funds are needed to cover such payments. It shall be the Employer's responsibility to provide funds sufficient to cover drafts validly issued.

The Claims Processor reserves the right to terminate this agreement upon thirty (30) days written notice if at any time the Employer fails to timely provide the necessary funds to make Flex Plan payments.

5. LIABILITY AND INDEMNITY

- a. The Claims Processor does not insure nor underwrite the liability of the Employer under the Benefit Plan. The Employer acknowledges and agrees that: (a) the services provided by the Claims Processor to the Flex Plan are purely ministerial in nature and shall be performed, without any discretionary authority or control, within the framework established by the Employer; (b) except for the services provided by Claims Processor in this Agreement, the Employer retains the ultimate responsibility for FSA services and all expenses incident to the Benefit Plan; (c) the Employer retains the exclusive discretionary authority and control to manage and otherwise administer the Flex Plan and the disposition of its assets, to establish Flex Plan conditions and procedures, and to review the application of such policies and conditions, and (d) with the exception of payments made by Employer to Claims Processor in satisfaction of any administrative fees or commissions, Claims Processor will act as a mere custodian, financial

intermediary, or commercial conduit with respect to any funds provided by Employer to Claims Processor pursuant to this Agreement, and Claims Processor shall not be considered an initial transferee of those funds, as those terms are applied to Section 550 of Title 11 of the United States Code. The Employer agrees to indemnify the Claims Processor and hold the Claims Processor harmless against claims for insurance premiums, taxes, penalties, employee benefits and any and all losses, damages, expenses, costs or liabilities, including reasonable attorneys' fees and court costs, arising out of claims brought against the Claims Processor to recover benefits under the Flex Plan or damages for failure to pay such benefits or any other action or claim relating to the Benefit Plan, including, without limitation, any action for recovery of amounts paid to the Claims Processor for the Flex Plan (with the exception of payments in satisfaction of administrative fees or commissions) whether under Sections 544, 547, and 548 of Title 11 of the United States Code or otherwise unless such losses, damages, expenses, costs or liabilities are incurred solely as a result of the negligence of the Claims Processor.

- b. During the continuance of this Agreement, the Claims Processor agrees to indemnify the Employer and hold the Employer harmless against any and all loss, damage, and expense, including reasonable attorneys' fees and court costs, with respect to the Flex Plan resulting from or arising out of the negligent, dishonest, fraudulent or criminal acts of the Claims Processor's employees, acting alone or in collusion with others. The Claims Processor shall maintain blanket bond coverage for employee dishonesty and professional liability coverage during the term of this Agreement. The amount of professional liability coverage is in the amount of \$2 million per claim, and \$2 million in the aggregate.
- c. Employer agrees to indemnify, defend, hold harmless and reimburse the Claims Processor from, and in connection with, any liability related to a tax or penalty assessed against the Claims Processor as either a direct or indirect result of the existence and/or administration of the Benefit Plan, provided said tax or penalty is assessed pursuant to the federal Patient Protection and Affordable Care Act "PPACA", enacted March 23, 2010, and/or pursuant to 1) any subsequent amendments to PPACA or 2) corresponding regulations. Administrator shall timely notify Employer when Administrator has reason to believe such tax or penalty will be assessed.
- d. Claims Processor shall not be liable to Employer for any claim which is asserted by Employer more than thirty-six (36) months after the event resulting in damage or loss.
- e. The provisions contained within this Section 5 shall survive termination of this Agreement.

6. SEVERABILITY

Should any part of this Agreement be declared invalid, any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

7. TERMINATION AND REVISION

Unless otherwise provided, this Agreement may be terminated effective upon the first day of any month following sixty (60) days written notice of termination by either party to the other. No services will be provided by the Claims Processor after the termination of this Agreement unless agreed to in writing by both parties. Upon termination of this Agreement, all claim files shall remain in the Claims Processor's possession. However, if requested by the Employer in writing, the Claims Processor will provide a computer-generated Flex Employee Summary Report and Flex Employee Activity History Report for the period of this Agreement. This Agreement may only be revised by a written agreement signed by both parties. This Agreement represents the entire agreement between the parties and no other representations, oral or otherwise, are binding.

8. INDEPENDENT CONTRACTOR

It is understood and agreed that the Claims Processor is engaged to perform services under this Agreement as an independent contractor and not as an employee, agent, partner or joint venturer of the Employer.

9. TERM

This Agreement shall be in effect for a period of twelve (12) months, beginning with the execution date of this Agreement, and shall continue from year to year thereafter unless and until terminated by either party as indicated in paragraph (7) above.

10. NO CONTINUING WAIVER

Failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or in any way offset the validity of this Agreement or any part thereof or the right of such party to thereafter enforce each and every provision of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

11. THIRD PARTY RIGHTS

Nothing contained in this Agreement, expressed or implied, is intended to confer, or shall confer, upon any individual participant in or beneficiary under the Flex Plan any rights or remedies under or by reason of this Agreement.

12. NONSOLICITATION AND NONHIRING

During the term of this Agreement and for a period of twenty-four (24) months following termination of this Agreement, for any reason, with or without cause, neither party shall directly or indirectly hire or (attempt to hire) any employee or independent contractor of the other party, or solicit or induce (or attempt to solicit or induce) any employee or independent contractor of the other party to leave or terminate his/her employment and/or independent contractor relationship. This provision shall survive termination of this Agreement.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. HEADINGS, GENDER AND NUMBER

Paragraph numbers and headings have been inserted solely for convenience and reference and shall not be construed to affect or limit the meanings, construction or effect of this Agreement. Use of the masculine gender shall include the feminine gender and vice versa. Use of the word "party" shall mean and include any trust, corporation, partnership, or other entity. The singular number shall include the plural number and vice versa.

15. APPLICABLE LAWS

The terms and conditions of this Agreement shall be controlled by the internal laws of the State of Illinois, without regard to any conflict of laws provisions, insofar as state law is applicable under the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the day and year first above written.

FOR THE EMPLOYER:

FOR THE CLAIMS PROCESSOR:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ALLIED BENEFIT SYSTEMS, INC.
208 South LaSalle Street, Suite 1300
Chicago, IL 60604
(312) 906-8080

EXHIBIT A
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Administrative Services Agreement (“Agreement”) between the Town of Normal, plan sponsor of the Town of Normal Employee Benefit Plan (“Covered Entity”) and Allied Benefit Systems, Inc. (“Business Associate”).

WHEREAS, Covered Entity and Business Associate are parties to the Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information (“PHI”) from or on behalf of Covered Entity, which information is subject to protection under the Health Insurance Portability and Accountability Act of 1996, and its implementing privacy and security regulations (“HIPAA”). The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA.

WHEREAS, Covered Entity and Business Associate agree to incorporate into this Addendum the requirements of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations issued by the U.S. Department of Health and Human Services (“HHS”), with respect to HITECH's Breach notification requirements.

WHEREAS, Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued by HHS with respect to the HITECH Act that relate to the obligations of the parties.

WHEREAS, in light of the foregoing and the requirements of HIPAA, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

1. **Definitions.**

- a. **General.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are used in the Privacy Rule, Security Rule and/or HITECH and its implementing regulations.
- b. **Specific.**
 - i. **Electronic Protected Health Information.** “Electronic Protected Health Information” (“E PHI”) shall have the same meaning set forth in 45 C.F.R. § 160.103, as amended from time to time, and generally means Protected Health Information that is transmitted or maintained in any electronic media.
 - ii. **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - iii. **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

- iv. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- v. Required By Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.
- vi. Security Incidents. The term “Security Incidents” has the meaning set forth in 45 C.F.R. § 164.304, as amended from time to time, and generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.
- vii. Security Rule. “Security Rule” shall mean the Standards for Security of Individually Identifiable Health Information created, transmitted, maintained or received in an electronic media (45 C.F.R. Parts 160, 162 and 164.)
- viii. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

2. **Obligations and Activities of Business Associate under HIPAA Privacy Rules.**

- a. Use and Disclosure. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Addendum or as Required by Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Addendum. Without limiting the generality of the foregoing, Business Associate agrees to protect the integrity and confidentiality of any PHI it electronically exchanges with Covered Entity.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- d. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware.
- e. Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.
- f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably requested by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

- g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- h. Access to Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner reasonably requested by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Accountings. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- j. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.i. of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

3. Obligations and Activities of Business Associate under HIPAA Security Rules.

- a. Business Associate shall use appropriate administrative, technical, and physical safeguards (“Safeguards”), that reasonably and appropriately protect the integrity, confidentiality, and availability of, and to prevent non-permitted or violating use or disclosure of, EPHI created, transmitted, maintained, or received in connection with the services provided under the Agreement.
- b. Business Associate shall document and keep these Safeguards current. These Safeguards shall extend to transmission, processing, and storage of EPHI. Transmission of EPHI shall include transportation of storage media, such as magnetic tape, disks or compact disk media, from one location to another. Upon Covered Entity’s request, Business Associate shall provide Covered Entity access to, and copies of, documentation regarding such Safeguards.
- c. Business Associate agrees that it shall implement the requirements of the HIPAA Security Rule (45 C.F.R. Parts 160, 162, and 164) by:
 - i. Implementing administrative, physical, and technical safeguards consistent with (and as required by) the Security Rule that reasonably protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

- ii. Ensuring that any agents, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect such information;
 - iii. Reporting and tracking all Security Incidents as described below:
 - (a) Business Associate shall report to Covered Entity any Security Incident that results in (i) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's EPHI, or (ii) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware;
 - (b) Business Associate shall report to Covered Entity within one (1) business day after Business Associate learns of such non-permitted or violating use or disclosure. For any other Security Incident, Business Associate shall aggregate the data and provide such reports on a quarterly basis, or more frequently upon Covered Entity's request.
 - iv. Making Business Associate's policies and procedures and documentation required by the Security Rule related to these safeguards available to the Secretary for purposes of determining Covered Entity's compliance with the Security Rule.
- d. Business Associate agrees to take all reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a Security Incident, including any reasonable steps recommended by Covered Entity. Business Associate agrees to provide to Covered Entity all information concerning such disclosure or breach as may be reasonably requested by Covered Entity.

4. Obligations and Activities of Business Associate under HITECH.

- a. Business Associate shall, as required by law, notify Covered Entity of the discovery of any Breach of Unsecured PHI as defined by HITECH and its implementing regulations. Notice must be made without any unreasonable delay and no later than 60 days after discovery of the Breach. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under HITECH, including the following:
 - Investigating any unauthorized access, use, or disclosure of PHI and determine if HITECH notification rules apply.
 - Determining whether there is a significant risk of financial, reputational or other harm to any plan member of the Covered Entity as provided for in HITECH.
 - Determining whether the incident falls under any of the HITECH Breach notification exceptions.
 - Documenting and retaining each HITECH Breach risk assessment and exception analysis, and making this information available to Covered Entity plan members upon request.

- b. Business associate must also identify each individual (if known) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed during such Breach as required by law, as well as describe in sufficient detail the Breach of Unsecured PHI to assist the Covered Entity in meeting its Breach notification obligations, as referenced in Section 6, under HITECH and its implementing regulations.

5. Permitted Uses and Disclosures by Business Associate.

- a. Agreement. Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Use for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Disclosure for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

6. Obligations of Covered Entity.

- a. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- b. Notification of Changes Regarding Individual Permission. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. Notification of Restrictions to Use or Disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.
- d. Obligations of Covered Entity under HITECH. Covered entity shall:
 - Investigate any unauthorized access, use, or disclosure of PHI and determine if HITECH notification rules apply.

- Determine whether there is a significant risk of financial, reputational or other harm to any plan member of the Covered Entity as provided for in HITECH.
- Determine whether the incident falls under any of the HITECH Breach notification exceptions.
- Document and retain each HITECH Breach risk assessment and exception analysis, and make this information available to Covered Entity plan members upon request.
- Notify each Covered Entity plan member impacted by a HITECH Breach by first class mail (or by other methods applicable under HITECH) without any unreasonable delay and no later than 60 days after discovery of the Breach. The notification will comply with HITECH and its implementing regulations.
- Maintain a log and submit to HHS an annual report of Breaches of Unsecured PHI that impact fewer than 500 individuals under the time frames required by HITECH and its implementing regulations.
- Notify HHS in the event the Breach of Unsecured PHI impacts 500 or more individuals under the time frames required by HITECH and its implementing regulations.
- Notify media when required by HITECH and its implementing regulations.

7. **Permissible Requests by Covered Entity.**

Except as set forth in Section 5 of this Addendum, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity

8. **Term and Termination.**

- a. **Term.** This Addendum shall be effective as of January 1, 2011 and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate the Agreement and this Addendum;
 - ii. Immediately terminate the Agreement and this Addendum if Business Associate has breached a material term of this Addendum and cure is not possible; or

iii. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

- i. Except as provided in paragraph ii. of this Section 8.c., upon termination of the services provided to Covered Entity under the Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

9. Miscellaneous.

- a. Regulatory References. A reference in this Addendum to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and HIPAA.
- c. Survival. The respective rights and obligations of Business Associate under Section 7.c. of this Addendum shall survive the termination of the Agreement.
- d. Information Systems. If Business Associate is provided access to any Covered Entity information system or network containing any EPHI, Business Associate agrees to comply with all Covered Entity policies for access to and use of information from the information systems or network
- e. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the applicable provisions of the Privacy Rule and Security Rule.
- f. Miscellaneous. The Addendum constitutes the entire agreement between the parties with respect to the subject matter contained herein.

EXHIBIT B

January 1, 2011 through December 31, 2011

Schedule of Fees

I. Flexible Spending Account Fees

a) Flex Administrative Fee (per participant per month)	\$ 5.50
b) Flex Debit Card Fee (per participant per month)	<u>Included</u>
c) Monthly Minimum	\$ 150.00
d) Flex Annual Fee	\$ 500.00
e) 5500 Filing (if requested)	\$ 300.00

Increased expenses incurred by reason of changes in the Benefit Plan, the selection of any other vendor and corresponding services, or any increase in fee from your vendor, will give the Claims Processor the right to adjust the fees effective on the date such changes are effective. Claims Processor also reserves the right to adjust fees on any date that increased expenses are incurred by reason of 1) a change imposed by any governmental entity, 2) a revised interpretation of an existing requirement, or 3) the enactment of a new law or regulation. Any tax or penalty assessed against Claims Processor as either a direct or indirect result of the existence and/or administration of the Benefit Plan will be the responsibility of the Employer to pay. The fee adjustments referenced above will be limited to the increased expenses incurred solely as a result of the reason for the adjustments, and whenever reasonably possible, the Employer will be provided 30 days written notice prior to the adjustments.

The fees are also subject to change by Claims Processor as of the anniversary date of each year during the continuation of the Agreement. Fees charged by other vendors are subject to change based on the terms of their agreements.

TOWN COUNCIL ACTION REPORT

October 28, 2010

Report on Municipal Intervention in 2009 AmerenIP Rate Filing with the Illinois Commerce Commission

PREPARED BY: Steven D. Mahrt, Corporation Counsel

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: Annual savings of approximately \$75,000 for street light fixtures.

STAFF RECOMMENDATION: No action required

ATTACHMENTS: RW Beck 2009 Rate Case Summary

BACKGROUND

In May of 2006 by Adoption of Resolution No. 3858, the Normal Town Council approved an Intergovernmental Agreement with the City of Champaign, the City of Urbana and the City of Bloomington authorizing intervention in the AmerenIP electricity rate cases of 2006. The intervention was successful in reducing the original requested 15 per cent increase in street lighting charges in that Ameren agreed to eliminate the increase in the street light tariff and, in fact, reduced the tariff by 2 per cent. The intervention resulted in substantial cost savings to the participating municipalities notwithstanding the intervention costs for expert testimony and legal representation of \$101,000. Intervention costs were proportioned based on population of the participating municipalities. The Town of Normal's share was approximately \$21,000. The estimated annual savings to the Town was \$34,000.

In March 2008 by Adoption of Resolution No. 4171, the Normal Town Council authorized execution of an Intergovernmental Agreement for intervention in the AmerenIP electricity delivery service rate case. This case involved an increase in street light delivery and fixture charges. Although the Town was not successful in reducing the proposed street light delivery and fixture charges, the groundwork was laid with the ICC staff and the hearing officer for an adjustment in street lighting charges as a part of the next Ameren general rate case study.

In July 2009 by adoption of Resolution No. the Normal Town Council approved an intergovernmental agreement with Champaign, Urbana, Decatur, and Bloomington authorizing intervention in the pending Ameren rate case. AmerenIP was seeking a rate increase of 22.1 per cent. Expert witnesses and attorneys were engaged to represent the interests of the municipal interveners. The cities sought to lower the street light fixture charges assessed by AmerenIP and sought to bring electric reliability concerns to the attention of the ICC.

The Town recently entered into a new Franchise Agreement with AmerenIP under which the Town no longer receives free street lighting service, but rather receives a fixed cash contribution for use of the municipal right-of-way. It is important for the Town to keep street lighting cost increases at a minimum in order to maximize the value of the revenue received from AmerenIP under the terms of the new

TOWN COUNCIL ACTION REPORT

Franchise Agreement. As noted below the municipal interveners were successful in lowering the fixture costs for street lights and generating ongoing ICC oversight concerning electric reliability issues.

DISCUSSION/ANALYSIS

The City of Champaign took the lead in coordinating the municipal intervention. Both R. W. Beck (expert witness) and Richard C. Balough (attorney) were engaged to assist the cities in the current rate case. A report prepared by R.W. Beck is attached detailing the issues raised before the ICC and the results obtained. Results can be summarized as follows:

1. Lighting Fixture Charges were lowered from \$10.19 per fixture per month to \$7.19. This results in an estimated annual savings to the town of \$75,000.
2. Four reliability concerns were brought to the attention of the ICC and the ICC agreed to monitor AmerenIP progress in addressing these concerns. The four concerns were: a.) A 65% reduction in maintenance expenses by AmerenIP over the last two years going from an annual maintenance expense of \$120 per customer to \$40 per customer; b.) Aging assets with approximately 12% of AmerenIP's distribution assets older than the expected life of such assets; c.) Approximately 3700 outstanding violations of the National Electric Safety Code; and d.) Approximately 122 incomplete recommendations from the 2006 3rd party audit of the AmerenIP distribution system.

The town's share of the intervention costs is \$ 23,003.

August 16, 2010



An SAIC Company

Ms. Trisha Crowley
Deputy City Attorney
City of Champaign
102 N. Neil Street
Champaign, Illinois 61820

Subject: AIU 2009 Rate Case – Summary of ICC Order

Dear Ms. Crowley:

The Illinois Commerce Commission (ICC or Commission) issued its Proposed Order in the AIU 2009 Rate Case (09-0306 through 09-0311, Consolidated) on February 25, 2010. After reviewing comments filed by AIU and other interveners, the ICC issued its Order in the case on April 29, 2010, which was subsequently corrected on May 6, 2010. The Commission is in the process of reconsidering its Order on a limited number of issues it accepted for reconsideration; however, none of these issues pertain to street lighting rates or electric reliability issues addressed in the Cities' testimony. We have reviewed the Commission's orders in the case and offer this summary report which contains a recap of our positions, analysis and recommendations.

R. W. Beck's role in this Rate Case was to provide consulting services to the Cities of Bloomington, Champaign, Decatur and Urbana and the Town of Normal, which the Commission refers to as Local Government Intervenors (LGI). The overarching objective of our scope of work was to provide written and oral testimony on issues that pertain to AmerenIP's electric reliability and street lighting rates, with special emphasis on the following:

- DS-5 Lighting Service Rates
- Operating and Maintenance Expense
- Aged Assets
- National Electric Safety Code (NESC) Violations
- Liberty Report Recommendations

This summary report contains a discussion of the positions of the key parties in this Rate Case and the Commission's conclusions in each of the above topics. For our conference call on August 18, this information will be reviewed in the context of the following:

- What did the Cities learn in preparing testimony?
- What did we achieve in the Rate Case?
- What can we expect to see in the future?
- How should the Cities prepare for the future?

File: 00569801 / 02-01382-05000-1000



DS-5 Lighting Service Rates

Table 1 is a comparison of the fixture charges for a 100-watt HPS light at present, proposed and final rates for AmerenCILCO, AmerenCIPS and AmerenIP. Comparison data for other lighting fixture types and sizes show similar results.

Table 1
Comparison of Lighting Fixture Charges
100-Watt HPS Light
(\$ per light per month)

Utility	Present	AIU Proposed	Commission Order
(a)	(b)	(c)	(d)
AmerenCILCO	\$6.94	\$6.56	\$4.91
AmerenCIPS	3.55	4.58	4.23
AmerenIP	10.19	9.13	7.19

Source: Columns (b) and (c) from Ameren Exhibit 16.13E. Column (d) from tariff pages attached to AIU's Emergency Motion to ICC, dated May 4, 2010. Note that final rates shown above may change depending on ICC's final decision on issues for rehearing.

The Commission Order adopted AIU's proposal (which the Cities supported in testimony) to move towards uniform lighting fixture charges among AmerenCILCO, AmerenCIPS and AmerenIP. As shown in Table 1, based on AIU's proposed rates, this meant a reduction to AmerenIP fixture charges and an increase to AmerenCIPS fixture charges, with minor changes to AmerenCILCO's fixture charges. The final fixture charges shown in Table 1 are less than the proposed rates as a result of the Commission's Order which reduced the overall revenue requirement the AIUs were seeking. The good news for the Cities is a 29 percent decrease in AmerenIP fixture charges compared to present rates. For a 100-watt HPS light, the most common fixture type and size for the Cities, the decrease in rates is equal to \$3.00 per light per month.

The Commission Staff proposed an equal percentage increase to all rates based on the revenue requirement approved in the case. However, the Commission said it was not clear how Staff's approach is designed to move the fixture charges closer (Order, page 306).

The disparity in lighting fixture charges among the three AIUs is still an issue of concern for the Cities. Although the final fixture charges approved in this Rate Case represent a decrease from existing rates, AmerenIP's lighting fixture charges are still higher than AmerenCILCO and AmerenCIPS lighting fixture charges. Table 2 shows AmerenIP's fixture charge for a 100-watt HPS light as a ratio to AmerenCILCO and AmerenCIPS fixture charges for the same type of light. At present rates, AmerenIP's fixture charge is equal to 2.87 times that of AmerenCIPS; at AIU's proposed rates the ratio is equal to 1.99, indicating a move towards uniform rates.

However, at the final rates, AmerenIP's fixture charge for a 100-watt HPS lamp is still equal to 1.70 times that of AmerenCIPS and 1.46 times that of AmerenCILCO.

Table 2
Ratio of AmerenIP to
CILCO and CIPS Fixture Charges
(100-Watt HPS Light)

Utility	Present	AIU Proposed	Commission Order
(a)	(b)	(c)	(d)
AmerenCILCO	1.47	1.39	1.46
AmerenCIPS	2.87	1.99	1.70
AmerenIP	-	-	-

Source: AmerenIP fixture charge divided by AmerenCILCO (or AmerenCIPS) fixture charge. See data in Table 1 above.

Importantly for the next case, the Order clarified the Commission's position regarding uniform fixture charges from prior orders. The Order states at page 306,

"At the outset, the Commission needs to clarify that it does not necessarily expect Fixture Charges to someday be identical across the three electric utilities. The directive that the Commission gave AIU in its last rate proceeding for its next (this) rate proceeding is "to address the possibility of moving the light fixture charges toward a more similar charge among AmerenCILCO, AmerenCIPS and AmerenIP." (Docket Nos. 07-0585 et al (Cons.), Order at 359) The Commission does not want to give AIU the impression that it expects AIU to "force" identical Fixture Charges into the DS-5 tariffs even if legitimate cost of service reasons warrant different treatment."

The Order's clarification is in response to rebuttal testimony by AIU witness Jones stating that there may be problems in applying the principle of setting DS-5 rates to achieve equalized class rates of return for each of the three electric systems in future rate cases, which LGI witness Hughes discussed in her rebuttal testimony. AmerenCIPS' fixture charges are about half that of AmerenIP (at proposed rates); therefore, in order to achieve uniform fixture charges among the three electric utilities, AmerenCIPS' fixture charges have to increase substantially. However, in order to maintain equalized class rates of return between the AmerenCIPS DS rate classes, any increases to the AmerenCIPS fixture charge would have to be offset by a reduction to the AmerenCIPS distribution delivery charge. Mr. Jones testified that the problem is that the increase needed to AmerenCIPS' fixture charges to achieve uniform fixture charges could result in a near zero or negative distribution delivery charge for AmerenCIPS in order to have equalized class rates of return. This issue will likely be examined in the next AIU rate case. However, if Ameren re-organizes the three AIUs into a single public utility, as it announced on

March 15, 2010, the disparity issue could go away if the three utilities move to a common lighting tariff.

Overall Approved Revenue Increase

Table 3 summarizes the increase in total revenue requirement proposed by AIU for each electric utility and the increase approved by the Commission in its February 25, 2010 Proposed Order and the May 6, 2010 Corrected Order.

Table 3
Increase in Total Revenue Requirement

	AIU Proposed	February 25, 2010 Proposed Order	May 6, 2010 Corrected Order
AmerenCILCO	17.72%	4.51%	1.93%
AmerenCIPS	17.58%	11.00%	7.99%
AmerenIP	15.76%	7.43%	3.53%

Revenue requirement issues were outside the scope of R. W. Beck's analysis and testimony in the rate case. However, it is interesting to note the substantial reductions to the proposed revenue increases sought by AmerenCILCO, AmerenCIPS and AmerenIP. Information was not provided in the Commission orders showing the allocated revenue requirement by DS rate class, so we do not know the overall increase (or decrease) in revenue requirement for the DS-5 Lighting class.

Operating and Maintenance (O&M) Expense

AIU conducted benchmark studies of its O&M expense and found that such expenditures are reasonable. AG/CUB conducted its own benchmark studies, argued that AIU's studies are flawed and that AIU's O&M expense is excessive. One feature that is common to both approaches is that the data is founded upon a relatively large number of electric utilities that, in many instances, are not similar to AmerenIP. In contrast, LGI witness Brodsky examined the specific O&M expenses of the three AIU companies and found that AmerenIP's investment in O&M (on a per customer basis) is significantly less than that of AmerenCIPS or AmerenCILCO. Moreover, Brodsky provided the Commission with data that demonstrated potentially disturbing trends in O&M expense between 2007 and 2009 for the three AIU companies; AmerenIP's investment in O&M decreased by approximately 65 percent while such investments in AmerenCIPS and AmerenCILCO increased by 175 percent and 78 percent, respectively. These data are depicted in the following figure (Total Annual per Customer Maintenance Investments).

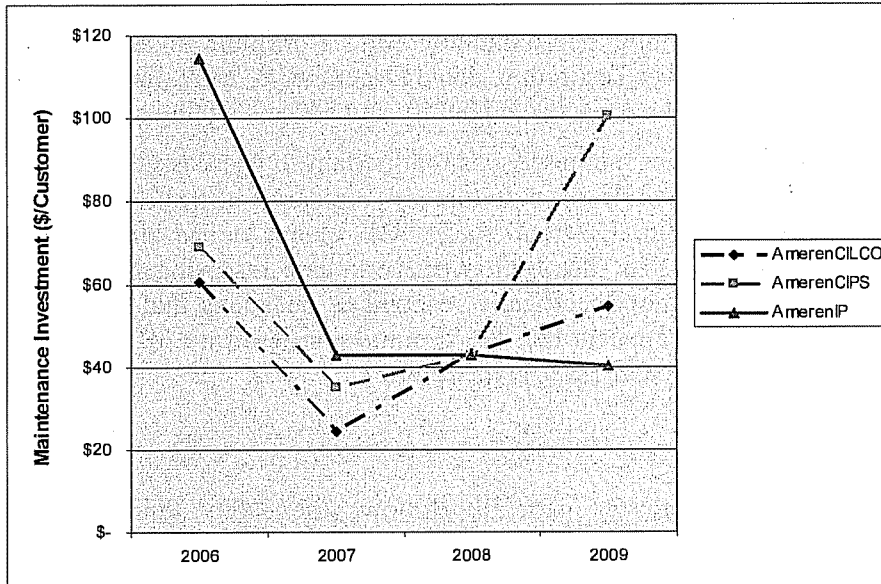


Figure 1: Total Annual per Customer Maintenance Investments

In light of these data, Brodsky's Revised Direct Testimony, dated December 8, 2009, lines 338-342, states:

“Over time, AmerenIP's reductions in Maintenance Investments could result in a reduction in reliability to its customers. It is my opinion that AmerenIP should increase its Maintenance Investments. Furthermore, the ICC should investigate why AmerenIP has been reducing its Maintenance Investments.”

The Commission's Order recognizes the importance of monitoring AmerenIP's investment in O&M, yet rejects any changes at this point in time (page 135):

“The Commission and its Staff have been monitoring and continue to monitor AIU's activities to operate and maintain the distribution system of AmerenIP. However, the Commission shares LGI's concerns. As discussed elsewhere in this Order, the Commission has required AIU to correct its NECS violations by the end of 2013. The Commission concludes that the specific recommendations of LGI regarding monitoring and reporting are reasonable.”

We recommend that the LGI continue to monitor AIU's investment in O&M, as this issue will likely be examined in the next AIU rate case.

Aged Assets

AIU annually provides the Commission with data on the age of its distribution and transmission assets (e.g. poles, conductors, transformers, etc.). It is generally believed throughout the electric utility industry that when such assets are significantly older than their expected life, then failures are increasingly likely and the reliability of electric service could suffer. Data provided by AIU

indicates that approximately 12 percent of AmerenIP's distribution assets are older than its expected life, representing approximately \$215.8 million in assets. Based on these data, Brodsky's Revised Direct Testimony, dated December 8, 2009, lines 346-348, recommends that, "AmerenIP should fund a program to identify and address ageing assets."

The Commission's Order merges issues that pertain to aged assets, NESC violations and O&M expense, noting that, "AIU says it already regularly inspects the condition of its electric distribution assets" (page 127) and that, "AIU claims it has already agreed with Staff on a timetable for inspecting its distribution networks and resolving NESC violations" (page 128). While the Order does not specifically respond to questions that were raised about the age of AmerenIP's system, it appears that the Commission is aware of this condition and is likely to continue to monitor and address it in the future.

NESC Violations

The electric utility industry generally follows the safety guidelines found in the NESC. Brodsky's Revised Direct Testimony, dated December 8, 2009, lines 253-254, agrees with this sentiment, stating that,

"... it is my opinion that one overarching objective of the NESC is to promote public safety. Failure to adhere to the NESC compromises public safety."

However, testimony provided by AIU and Staff indicates that AmerenIP is not compliant with NESC. During 2007, Staff discovered 34,262 violations to the NESC in the AmerenIP system. During 2008 and 2009, AmerenIP corrected 30,564 of these violations, leaving 3,698 violations unresolved. Data provided by AmerenIP indicates that 523 of these unresolved violations are located within the LGI. Based on these findings, Brodsky further states (lines 254-259):

"AmerenIP has made it very clear that it is aware of 3,698 existing violations. Consequently, it is my opinion that AmerenIP's failure to resolve all of its NESC violations is unnecessarily exposing its customers to potential harm. Lastly, the failure to comply with NESC could result in failures in AmerenIP's electric system, thereby reducing its electric reliability."

Staff agrees that NESC violations need to be addressed (Order, page 91):

"... Staff wishes to make the Commission aware of AIU's lengthening timelines. Staff states that in its NESC Corrective Action Plan, dated October 31, 2007, AIU agreed to identify and correct all existing NESC violations on the three electric utilities' distribution circuits by the end of 2011. After it made its rate case filing, AIU notified Staff that it was extending the time to correct its existing NESC violations until the end of 2013. Staff reports that in its surrebuttal testimony, AIU indicates that it might extend its NESC violation correction timelines still further.

In addition, Staff expressed a concern that AIU may not be adequately committed to the timely completion of such corrections (Order, page 92):

“Staff is concerned that after already extending its previously agreed upon timelines in July of 2009, in its surrebuttal testimony, AIU threatened to delay completion of its corrections of NESC violations still further if the Commission does not grant the cost recovery that it seeks. Staff finds this veiled extortion by AIU to be troubling.”

The Commission Order concludes this issue by stating at page 98:

“AIU’s disregard for this Commission’s remonstrations regarding correction of safety violations that resulted from AIU’s failure to follow NESC codes is, simply put, of significant concern to this Commission. ... The Commission is aware of the severity of NESC violations and requires AIU to correct these violations by the end of calendar year 2013, at the latest, in order to comply with this Order. Any further AIU requests for deviation from this schedule may only be granted by formally petitioning the Commission.”

In light of the number of outstanding NESC violations and AIU’s past record of moving slowly to correct these violations, this issue will likely be examined in the next AIU rate case.

Liberty Report Recommendations

In response to storms that occurred during 2006, the Liberty Report (dated August 15, 2008) was prepared to provide the Commission and AIU with an independent set of recommendations to improve the reliability of electric service. That report identified a set of 221 recommendations, which AIU agreed to implement. As of September 2009, only 99 recommendations were completed, 111 were incomplete and AIU had not identified any action plans for an additional 11 recommendations. Since the overarching objective of the Liberty report was to focus on electric reliability, it can be concluded that AIU’s reluctance to implement such recommendations in a timely manner demonstrates its lack of commitment to providing reliable electric service to its constituents.

The Commission did not specifically rule on this issue. However, it did indicate that it believes that AIU’s existing reporting processes will adequately keep the Commission apprised of the status of completed recommendations. Since 122 recommendations appear to be currently incomplete, it is likely that the Commission will continue to monitor this issue and it may be examined in the next AIU rate case.

Conclusions and Recommendations

The Commission’s Order and information obtained through this rate case support the recommendation that the LGI should intervene in future AIU rate cases to accomplish the following objectives.

DS-5 Lighting Service and Fixture Charges

Through its intervention in past AIU rate cases, the LGI have been successful in getting the AIU to move towards uniform lighting fixture charges. The Commission’s clarification in this case

that "it does not necessarily expect fixture charges to someday be identical across the three electric utilities" causes some concern. The Commission Order does not provide any guidance as to what a second best solution might be, i.e., at what point does the Commission decide that the differences in lighting fixture charges are acceptable. In addition, the Commission Order does not address the speed at which the lighting fixture charges become uniform (or close to it). It is not clear when AmerenIP's lighting fixture charges will be reasonably close to that of AmerenCIPS or AmerenCILCO. We recommend that the LGI continue to participate in future AIU rate cases to protect and further its interests with regard to DS-5 Lighting Service and fixture charges.

O&M Expense

AmerenIP's investment in O&M expense is significantly less than that of AmerenCIPS and AmerenCILCO. Moreover, O&M investments in AmerenIP's system are declining while such investments in AmerenCIPS and AmerenCILCO have been increasing. While AIU has not provided any substantive information to explain such trends, it is clear that such conditions could potentially result in a reduction in the reliability of electric service to AmerenIP's customers. Consequently, we recommend that the LGI monitor AmerenIP's investments in O&M and make the Commission aware of its concerns by intervening in AIU's next rate case.

Aged Assets

Aging infrastructure can potentially lead to equipment failures and an associated decline in electric reliability. Information provided by AIU indicates that it is not able to adequately identify its aged assets and do not have a program in place to identify and address such assets. In light of the Commission's decision to not rule on this matter at this point in time, we recommend that the LGI continue to monitor AmerenIP's aged assets, via the Annual Report that AmerenIP files with the Commission and make the Commission aware of its concerns in AIU's next rate case.

NESC Violations

The Commission, Staff and Brodsky are in strong agreement about the importance of addressing all NESC violations in a timely manner and the Commission Order requires AIU to correct all NESC violations by the end of 2013. We recommend that the LGI continue to monitor this issue by asking the Commission to provide copies of AmerenIP's progress reports. We would expect AIU to report on its progress meeting the Commission Order in the next rate case.

Liberty Report Recommendations

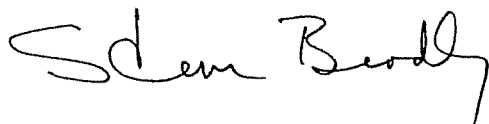
The Commission's lack of focus on this issue suggests that it might not receive adequate attention. However, the number of unresolved recommendations is cause for concern and it is recommended that the LGI inquire about the status of Liberty recommendations in the next rate case.

Ms. Trisha Crowley
August 16, 2010
Page 9

Please do not hesitate to contact Nancy Hughes at (206) 695-4438 or me at (303) 299-5218 if you have any questions or comments.

Sincerely,

R. W. BECK, INC.

A handwritten signature in cursive script that reads "Steven Brodsky". The signature is written in black ink and is positioned below the company name.

Steven F. Brodsky
Senior Director

SFB/slk

c: Nancy Hughes
Richard Balough

**AmerenIP
DS-5 Lighting Service
Annual Lighting Fixture Costs**

Municipalities	Population (1)	Existing Rates	AIU Proposed Rates		Final Rates*		
			Annual Cost	Change from Existing Rates	Annual Cost	Change from Existing Rates	Change from Proposed Rates
Champaign	67,518	\$180,290	\$164,650	(\$15,640)	\$129,920	(\$50,370)	(\$34,730)
Bloomington	64,800	511,270	462,070	(49,200)	364,190	(147,080)	(\$97,880)
Normal	45,386	260,060	235,250	(24,810)	185,420	(74,640)	(\$49,830)
Urbana	36,395	680	620	(60)	490	(190)	(\$130)
Decatur	81,860	1,138,180	1,024,630	(113,550)	807,170	(331,010)	(\$217,460)
Total		\$2,090,480	\$1,887,220	(\$203,260)	\$1,487,190	(\$603,290)	(\$400,030)
Overall Percent Change				-9.72%		-28.86%	-21.20%

Note:

(1) Based on 2000 Census.

* Per tariff sheets filed by AIU on May 4, 2010 as part of its Emergency Motion to ICC.

**AmerenIP
DS-5 Lighting Service
Bill Impacts**

Number of Light Fixtures by Municipality - 2007/2008 Data

2007 Replacement Fixture	Champaign	Bloomington	Normal	Urbana	Decatur	Total
100 Watt SV Area	10	2,347	1,134	1	7,343	10,835
250 Watt SV Area	1,252	1,518	758	4	1,231	4,763
400 Watt SV Area	30	86	108	0	474	698
100 Watt SV Decor	0	0	0	0	0	0
250 Watt SV Direct	0	0	0	0	0	0
400 Watt MH Direct	0	0	0	0	0	0
400 Watt SV Direct	0	0	0	0	0	0
175 Watt MH Decor	0	0	0	0	0	0
250 Watt MH Area	0	0	0	0	0	0
250 Watt MH Direct	0	0	0	0	0	0
400 Watt MH Area	0	0	0	0	0	0
Total	1,292	3,951	2,000	5	9,048	16,296

Annual Fixtures Costs under Existing Rates

2007 Replacement Fixture	Existing Rate (\$/Month)	Champaign	Bloomington	Normal	Urbana	Decatur	Total
100 Watt SV Area	\$10.19	\$1,223	\$286,991	\$138,666	\$122	\$897,902	\$1,324,904
250 Watt SV Area	11.63	174,729	211,852	105,786	558	171,798	664,724
400 Watt SV Area	12.04	4,334	12,425	15,604	0	68,484	100,847
100 Watt SV Decor		0	0	0	0	0	0
250 Watt SV Direct	12.33	0	0	0	0	0	0
400 Watt MH Direct	15.11	0	0	0	0	0	0
400 Watt SV Direct	12.42	0	0	0	0	0	0
175 Watt MH Decor		0	0	0	0	0	0
250 Watt MH Area		0	0	0	0	0	0
250 Watt MH Direct		0	0	0	0	0	0
400 Watt MH Area	14.66	0	0	0	0	0	0
Total		\$180,286	\$511,269	\$260,056	\$681	\$1,138,184	\$2,090,475

Annual Fixture Costs under AIU Proposed Rates

2007 Replacement Fixture	Ameren Proposed Rates (\$/Month)	Champaign	Bloomington	Normal	Urbana	Decatur	Total
100 Watt SV Area	\$9.13	\$1,096	\$257,137	\$124,241	\$110	\$804,499	\$1,187,083
250 Watt SV Area	10.62	159,555	193,454	96,600	510	156,879	606,997
400 Watt SV Area	11.12	4,003	11,476	14,412	0	63,251	93,141
100 Watt SV Decor		0	0	0	0	0	0
250 Watt SV Direct	11.11	0	0	0	0	0	0
400 Watt MH Direct	12.80	0	0	0	0	0	0
400 Watt SV Direct	11.22	0	0	0	0	0	0
175 Watt MH Decor		0	0	0	0	0	0
250 Watt MH Area		0	0	0	0	0	0
250 Watt MH Direct		0	0	0	0	0	0
400 Watt MH Area	12.61	0	0	0	0	0	0
Total		\$164,654	\$462,067	\$235,252	\$619	\$1,024,628	\$1,887,220

**AmerenIP
DS-5 Lighting Service
Bill Impacts**

Annual Fixture Costs under Final Rates*

<u>2007 Replacement Fixture</u>	<u>Final Rates (\$/Month)</u>	<u>Champaign</u>	<u>Bloomington</u>	<u>Normal</u>	<u>Urbana</u>	<u>Decatur</u>	<u>Total</u>
100 Watt SV Area	\$7.19	\$863	\$202,499	\$97,842	\$86	\$633,554	\$934,844
250 Watt SV Area	8.38	125,901	152,650	76,224	402	123,789	478,967
400 Watt SV Area	8.76	3,154	9,040	11,353	0	49,827	73,374
100 Watt SV Decor		0	0	0	0	0	0
250 Watt SV Direct	8.75	0	0	0	0	0	0
400 Watt MH Direct	10.09	0	0	0	0	0	0
400 Watt SV Direct	8.86	0	0	0	0	0	0
175 Watt MH Decor		0	0	0	0	0	0
250 Watt MH Area		0	0	0	0	0	0
250 Watt MH Direct		0	0	0	0	0	0
400 Watt MH Area	9.94	0	0	0	0	0	0
Total		\$129,918	\$364,190	\$185,419	\$489	\$807,170	\$1,487,185

* Per tariff sheets filed by AIU on May 4, 2010 as part of its Emergency Motion to ICC.

New Business

TOWN COUNCIL ACTION REPORT

October 28, 2010

Presentation by the Children's Discovery Museum Foundation Board

PREPARED BY: Pamela S. Reece, Deputy City Manager
REVIEWED BY: Mark R. Peterson, City Manager
BUDGET IMPACT: N/A

BACKGROUND

With Council's support, the Children's Discovery Museum Foundation Board has been working diligently to expand the membership on the Board. In August 2010, upon approving two additional members to the Foundation Board, Council requested an update from the Foundation on the status of the Foundation's work on behalf of the Children's Discovery Museum.

DISCUSSION/ANALYSIS

The Foundation has made great strides in the past two years to develop a strategic process for donor development on behalf of the Museum. Ms. Linda Bowman serves as the current Chairperson of the Foundation Board. She and her fellow board members recently hosted a reception for key donors to celebrate the success of the Children's Discovery Museum. Now that the Museum has reached full "build out" with the opening of the final third floor exhibit, Ms. Bowman will be presenting the vision of the Children's Discovery Museum Foundation as they plan to move forward to the next phase of development and planning for the Museum.