

TOWN OF NORMAL
NORMAL, ILLINOIS

CITY HALL
PHONE: 454-2444

PROPOSED AGENDA FOR TOWN COUNCIL MEETING

March 7, 2011

7:00 p.m.

7:00 p.m. Public Hearing on the Proposed Annual Budget for the Town of Normal for Fiscal Year 2011-2012

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. OMNIBUS VOTE AGENDA
(All items under the Omnibus Vote Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which event, the item will be removed from the Omnibus Vote Agenda and considered as the first item after approval of the Omnibus Vote Agenda.)
 - A. Approval of the Minutes of the Regular Meeting of February 21, 2011
 - B. Approval of Town of Normal Expenditures for Payment as of March 2, 2011
 - C. Motion to Award the Bid for Water Main and Service Line Materials to Water Products Co., Bloomington, IL
 - D. Motion to Award the Bid for a Portable Generator to ITT Water & Wastewater in the Amount of \$58,372.82
 - E. Motion to Accept Bids for a New Sidewalk Installation and ADA Ramp Project and Award a Contract to J.G. Stewart Contractors, Inc. of Bloomington, IL in the Amount of \$19,796.30 and Request Approval to Add Additional Work at Various Locations Increasing the Contract to an Amount Not to Exceed \$28,990.49
 - F. Resolution Approving an Agreement with Vintage Tech Recyclers, Inc. for the Processing of Recycled Electronic Products
 - G. Resolution Authorizing the Execution of an Agreement with the Illinois Department of Transportation to Use \$1,280,000 in Federal Major Bridge Rehabilitation Funds for Replacement of the Broadway Bridge over the North Branch of Sugar Creek
 - H. Ordinance Amending Sections 7.15-5 and 11.1.5-11 of the Municipal Code of the Town of Normal Regarding Cross Connection Control Backflow Devices

5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

6. Resolution Waiving the Formal Bid Process and Authorizing Staff to Negotiate a Management Contract with First Site, Ltd. to Manage Town-Owned Properties Located at 102 ½ and 104 ½ West North Street in Uptown Normal
7. Ordinance Adopting the Operating and Capital Investment Budget for the Town of Normal for Fiscal Year 2011-12

NEW BUSINESS

8. Motion to Accept a Report from Clark Dietz, Inc. Regarding Intersection Concerns at the Constitution Boulevard and College Avenue Intersection and the Broadway Avenue and Beaufort Street Intersection in Uptown Normal
9. Request to Adjourn to Executive Session

CONCERNS

ADJOURNMENT

TOWN COUNCIL ACTION REPORT

March 3, 2011

Public Hearing on the Proposed Annual Budget for the Town of Normal for Fiscal year 2011-2012

PREPARED BY: Ronald J. Hill, Director of Finance

REVIEWED BY: Pamela S. Reece, Deputy City Manager

**STAFF
RECOMMENDATION:** That the Public Hearing be convened

BACKGROUND

In order to comply with State Law, it is necessary that a public hearing on the proposed budget for Fiscal Year 2011-2012 be held. The Town Clerk made the required legal publication notice in the Normalite on February 17, 2011. This notice indicated that the public will have the right to present oral and/or written comments at the public hearing and may ask questions concerning the entire budget and the relation of entitlement funds to the entire budget.

The notice further indicated that a copy of the proposed budget is on file in the office of the Town Clerk and available for public inspection between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, and is also available at the Normal Public Library.

DISCUSSION/ANALYSIS

Once all public input has been received, it would then be in order to adjourn the public hearing.

Omnibus Vote

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, FEBRUARY 21, 2011.

1. CALL TO ORDER:

Mayor Chris Koos called the regular meeting of the Normal Town Council to order at 7:00 p.m., Monday, February 21, 2011.

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 incurred while performing his Mayoral duties.

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

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

Item C was removed from the Omnibus Vote Agenda.

MOTION:

Councilmember Gaines 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 FEBRUARY 7, 2011: Omnibus Vote.

B. APPROVAL OF TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF FEBRUARY 16, 2011: Omnibus Vote.

- D. RESOLUTION FOR THE USE OF MOTOR FUEL TAX (MFT) FUNDS TO FINANCE GENERAL OBLIGATION BONDS TO BE USED FOR ROADWAY IMPROVEMENTS IN UPTOWN NORMAL: Resolution No. 4597: Omnibus Vote.
5. ITEM REMOVED FROM OMNIBUS VOTE AGENDA:

- C. MOTION TO WAIVE THE FORMAL BID PROCESS AND AUTHORIZE STAFF TO EXECUTE AN AGREEMENT WITH EATON CORPORATION FOR THE PURCHASE OF ELECTRIC VEHICLE CHARGING STATIONS AND RELATED EDUCATIONAL SERVICES IN ACCORDANCE WITH THE FEDERAL ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM:

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Reece, the Council Waive the Formal Bid Process and Authorize Staff to Execute an Agreement with Eaton Corporation for the Purchase of Electric Vehicle Charging Stations and Related Educational Services in Accordance with the Federal Energy Efficiency and Conservation Block Grant Program.

Councilmember Fritzen posed questions concerning the cost of installation of the charging stations and the cost of providing the electrical charge for the vehicles. Assistant City Manager Geoff Fruin explained the cost was between \$1,000 and \$2,000 to get the stations installed; however, the exact cost will not be determined until the placements within the community have been assessed. Councilmember Fritzen expressed concern with providing the electrical charge at no cost and suggested a time period of ninety days to six months be allowed providing this service without charge to the customer, then implementing a fee for the electrical charge. Assistant City Manager Geoff Fruin explained the stations to be installed did not have the capability to accept payment for the electrical charges, and to install electrical stations with that capability would be more expensive, thus reducing the number of stations that could be purchased at this time. City Manager Mark Peterson commented he expected usage of the stations to be minimal for the first few years, thus really not a huge financial obligation on the part of the Town.

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

NAYS: None.

Motion declared carried.

GENERAL ORDERS

6. MOTION TO SUSPEND THE RULES AND RECONSIDER THE ZONING MAP AMENDMENT AT EAGLE'S LANDING (1285 HEALING STONE COURT):

MOTION:

Councilmember Reece moved, seconded by Councilmember Nielsen, the Council Suspend the Rules and Reconsider the Zoning Map Amendment at Eagle's Landing (1285 Healing Stone Court).

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

NAYS: Fritzen, Nielsen.

Motion declared carried.

7. ORDINANCE REZONING PROPERTY IN THE TOWN OF NORMAL – 1285 HEALING STONE COURT (EAGLE'S LANDING SUBDIVISION): Ordinance No. 5370:

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Reece, the Council Approve an Ordinance Rezoning Property in the Town of Normal – 1285 Healing Stone Court (Eagle's Landing Subdivision).

Mr. John Barnes, 3221 Turquoise Way, Normal, Illinois, addressed the Council, explaining his interpretation of the pre-annexation agreement, indicating it is his opinion the zoning could not be changed under the agreement. Mr. Barnes expressed his opposition to the proposed rezoning.

Mr. Erik Sloneker, current owner of the property, addressed the Council, giving a brief history of his attempt to market the property, first as currently zoned as commercial and secondly, as if it were rezoned to R-3A. Mr. Sloneker responded to questions from Councilmember Nielsen pertaining to the value of the property under both zoning districts. Mr. Sloneker further explained the transition of the zoning districts in the Eagle's Landing Subdivision.

Councilmember Fritzen questioned if the property could be zoned R-2, rather than R-3A. Mr. Sloneker indicated the R-2 zoning would not be economical, as the sewer and water mains would have to be relocated in the area.

Corporation Counsel Steve Mahrt responded to questions from Mayor Koos concerning the pre-annexation agreement rights. Mayor Koos stated he felt strongly the Council is clearly obligated to honor the rights of the pre-annexation agreement.

Councilmember Gaines expressed concern with the "unknown" of the plan for this property, as far as how many units and the layout of the development. Building Commissioner Greg Troemel explained the R-3A zoning allows 18 units per acre; however, the parking and greenspace requirements will need to be met on the development. Considerable Council discussion ensued.

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

NAYS: Nielsen.

Motion declared carried.

Councilmember Reece left the table at 7:42 p.m.

8. RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY SUBDIVISION PLAN FOR BROMENN HEALTHCARE SUBDIVISION 2ND ADDITION (PROSPECT HOUSES): Resolution No. 4598:

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Scott, the Council Adopt a Resolution Conditionally Approving a Preliminary Subdivision Plan for BroMenn Healthcare Subdivision, 2nd Addition (Prospect Houses).

Councilmember Fritzen posed questions concerning current problems with the property as it is currently maintained, which concerns were addressed by City Manager Mark Peterson. Councilmember Nielsen stated it was his opinion that this was the best thing that could happen to this neighborhood to keep the neighborhood in-tact.

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

NAYS: None.

ABSENT: Reece.

Motion declared carried.

9. ORDINANCE REZONING PROPERTY IN THE TOWN OF NORMAL – ADVOCATE BROMENN HEALTHCARE (PROSPECT AVENUE): Ordinance No. 5371:

MOTION:

Councilmember Nielsen moved, seconded by Councilmember Fritzen, the Council Approve an Ordinance Rezoning Property in the Town of Normal – Advocate BroMenn Healthcare (Prospect Avenue).

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

NAYS: None.

ABSENT: Reece.

Motion declared carried.

Councilmember Reece returned to the table at 7:50 p.m.

10. MOTION TO INITIATE A ZONING TEXT AMENDMENT AND ZONING MAP AMENDMENT – MAIN STREET FORM-BASED CODE:

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Gaines, the Council Initiate a Zoning Text Amendment and Zoning Map Amendment – Main Street Form-Based Code.

Councilmember Scott posed questions concerning the proposed LEED requirements, which questions were addressed by City Manager Mark Peterson. Councilmember

Fritzen expressed concern that the option of developing either under the current code or under the Main Street form-based code would add a layer of complication to Town staff's work in future developments. Councilmember Chambers also expressed concern this would add to staff's work load.

Councilmember Gaines stated she thought this was a good compromise for the community. Mayor Koos indicated to implement a voluntary Main Street form-based code would give people more choices in developing property along the Main Street corridor.

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

NAYS: Fritzen, Chambers.

Motion declared carried.

NEW BUSINESS

11. PRESENTATION TO THE COUNCIL ON THE CENTRAL ILLINOIS REGIONAL BROADBAND NETWORK INITIATIVE:

Mr. Jason Spence, Project Manager for the Central Illinois Regional Broadband Network Initiative, addressed the Council, presenting an overview of the project and responding to Council's questions.

12. CONCERNS:

There were none.

13. ADJOURNMENT:

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

MOTION:

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

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

NAYS: None.

Motion declared carried.

Mayor Koos adjourned the regular meeting of the Normal Town Council at 8:27 p.m., Monday, February 21, 2011.

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<u>General Fund</u>		
TRI STAR MARKETING INC	UNLEADED FUEL, \$2.7320/GA	\$22,692.00
B-N PUBLIC TRANSIT SYSTEM	JAN BUS SALES REIMB	\$891.00
ONSRUD, CRAIG	PRO SHOP INV PMT 2/6-2/19	\$242.25
ONSRUD, CRAIG	PRO SHOP TAX PMT 2/6-2/19	\$11.60
General Fund Total		\$23,836.85
<u>General Fund Mayor & Council Administration</u>		
EYE TO EYE PRODUCTIONS	JAN-FEB COUNCIL MEETINGS	\$3,000.00
EDC OF B-N AREA	KOOS, FRITZEN	\$1,900.00
General Fund Mayor & Council Administration Total		\$4,900.00
<u>General Fund Administration - City Mgr Boards & Commissions</u>		
CITY OF BLOOMINGTON - HR DEPT	1/2 REIMB. FOR "CRASH" PU	\$387.50
General Fund Administration - City Mgr Boards & Commissions Total		\$387.50
<u>General Fund Administration - City Mgr City Manager</u>		
Greater Illinois Chapter of	IPMA MEMBERSHIP DUES 2011	\$45.00
FEDEX	MAILING TO JIM BAIRD	\$23.82
EDC OF B-N AREA	PETERSON	\$950.00
ROHAN-STRACK ENTERPRISES	LUNCH MEETING	\$26.79
T/N PETTY CASH-FINANCE DEPT	IPMA MEETING	\$12.63
T/N PETTY CASH-FINANCE DEPT	SODA FOR MEETING	\$1.25
General Fund Administration - City Mgr City Manager Total		\$1,059.49
<u>General Fund Administration - City Mgr Uptown Project</u>		
GREAT PLAINS MEDIA	WIBL,WZIM- UPTOWN ADS	\$500.00
AMERENIP	102 BROADWAY	\$42.84
AMERENIP	202 S BROADWAY	\$27.63
AMERENIP	104 NORTH	\$68.53
AMERENIP	104.5 NORTH ST	\$17.71
AMERENIP	104 E BEAUFORT	\$69.38
AMERENIP	108 E BEAUFORT	\$121.60
NICOR GAS	102 BROADWAY	\$715.74
NICOR GAS	102 W NORTH UNIT 1	\$38.82
NICOR GAS	104 E BEAUFORT	\$202.86
NICOR GAS	104 NORTH ST	\$253.85
General Fund Administration - City Mgr Uptown Project Total		\$2,058.96
<u>General Fund Administration - City Mgr General Expense Dept.</u>		
MUNICIPAL INS COOPERATIVE AGEI DEDUCTIBLE		\$1,000.00
MUNICIPAL INS COOPERATIVE AGEI DEDUCTIBLE		\$1,000.00
MUNICIPAL INS COOPERATIVE AGEI DEDUCTIBLE		\$1,000.00
MUNICIPAL INS COOPERATIVE AGEI DEDUCTIBLE		\$1,000.00
MUNICIPAL INS COOPERATIVE AGEI DEDUCTIBLE		\$1,000.00
CITY OF BLOOMINGTON	FOOD/BEV TAX PROCESS FEE	\$781.82
MARCFIRST	JAN JANITORIAL CLEANING	\$1,260.00
NORMAL PROFESSIONAL BASEBALL BOX SEATS: 6/17, 8/11		\$192.00
BUSINESS BUILDERS	VIDEO SHOOT- 2/3	\$800.00
BUSINESS BUILDERS	EV TOWN WEB PROJECT	\$548.00
EDC OF B-N AREA	MONTHLY CONTRIBUTION-FEB	\$6,666.66
Erick D. Clay	TOWING FEE REIMBURSEMENT	\$500.00
JOHN BARR	PLASMA CAR RETURN	\$80.81
FEDEX KINKO'S	54 FINAL BUDGETS	\$1,428.40
FEDEX KINKO'S	REPLACE BUDGET TABS	\$426.60
B/N CONVENTION & VISITORS BURE HOTEL/MOTEL TAX- FEB,2011		\$20,333.33
T/N PETTY CASH-FINANCE DEPT	U.W.PAYROLL LOTTERY PRIZE	\$40.00
General Fund Administration - City Mgr General Expense Dept. Total		\$38,057.62
<u>General Fund Town Clerk Administration</u>		
T/N PETTY CASH-FINANCE DEPT	RECORDING FEES	\$42.00
General Fund Town Clerk Administration Total		\$42.00
<u>General Fund Facility Management Administration</u>		
SUNRISE SUPPLY	TOILET TISSUE (CH)	\$76.52
SUNRISE SUPPLY	TOILET TISSUE - WATER	\$76.52

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
SUNRISE SUPPLY	TOILET TISSUE	\$38.26
SUNRISE SUPPLY	AIR FRESHNER- CDM	\$117.32
SUNRISE SUPPLY	AIR FRESHNER - CH	\$175.98
CENTRAL SUPPLY CO	CLEANING GLOVES - WTR	\$10.00
CENTRAL SUPPLY CO	CLEANING GLOVES - NPD/SUB	\$10.00
CENTRAL SUPPLY CO	EXAM GLOVES - NFD	\$10.00
CENTRAL SUPPLY CO	EXAM GLOVES - UPTOWN	\$10.00
CENTRAL SUPPLY CO	CLEANING GLOVES	\$10.00
U S MECHANICAL SERVICES	BLOWER ASSY, SWITCH-CH	\$757.72
WILCOX ELECTRIC & SERVICE INC	REPL GFI RECEPTACLE	\$420.20
MILLER JANITOR SUPPLY	FLOOR CLEANER, MOP-33NCH	\$209.40
CORN BELT ENERGY CORP	WATER TOWER 2280800	\$71.97
AZ COMMERCIAL	2PC RUBBER TRUCK	\$24.99
EVERGREEN FS INC.	FILL GENERATOR - CDM	\$81.88
EVERGREEN FS INC.	FILL GENERATOR - CDM	\$81.88
EVERGREEN FS INC.	FILL GENERATOR - CDM	\$81.88
BACON PLUMBING	REPIPE WTR/HTR SYS- CDM	\$674.52
BILL'S KEY & LOCK SHOP	RE-KEY CYLINDERS (CDM)	\$20.00
LAWSON PRODUCTS INC	ZOFTIG, FRGHT	\$81.47
MENARDS	EMER/EXIT LITE COMBO	\$59.99
AUTOMATIC FIRE SPRINKLER, LLC	TEST/INSP-NFD #3	\$225.00
F.E. MORAN INC	MONITORING SVC-209 NORTH	\$75.00
CINTAS CORPORATION #396	CARPET RUNNER- CDM	\$53.10
CINTAS CORPORATION #396	CARPET RUNNER - CDM	\$53.10
U S MECHANICAL SERVICES	HVAC SVC - 305 LINDEN	\$359.81
Terminix Processing Center	CUST NUMBER 7421439	\$200.00
SUNRISE SUPPLY	AIR FRESHNER, CLNR- CH	\$78.95
MENARDS	8' STEP LADDER	\$95.00
G & B MECHANICAL	RESEALED PUMP - THEATER	\$1,446.72
G & B MECHANICAL	MODGAS BOARD REPAIR- CDM	\$236.25
MENARDS	ARMSTRONG	\$51.39
PARKWAY AUTO LAUNDRY	CAR WASH - FAC MGMT	\$7.00
G & B MECHANICAL	RTU FILTERS - CDM	\$1,012.64
G & B MECHANICAL	RTU FILTERS - CDM	\$1,012.64
General Fund Facility Management Administration Total		\$8,007.10
General Fund Finance Financial Services		
LOOMIS FARGO & CO	COURIER SVC: FEB, 2011	\$405.29
BLOOMINGTON PRIMARY CARE	DEP HEAD PHYSICAL	\$68.80
ILLINOIS SECRETARY OF STATE	USE TAX,CASE MGMT-DWNLOAD	\$1,200.00
GOVT FINANCE OFFICERS ASSOC	RON HILL,MIKE STEELE,NAN	\$455.00
General Fund Finance Financial Services Total		\$2,129.09
General Fund Purchasing Office Supply		
MIDLAND PAPER	20 CASES COPY PAPER CITY	\$768.80
W M PUTNAM COMPANY	OFFICE SUPPLIES - C HALL	\$358.63
QUILL CORPORATION	STD STORAGE BOXES	\$244.14
QUILL CORPORATION	LEGAL STD STORAGE BOXES	\$395.94
W M PUTNAM COMPANY	OFFICE SUPPLIES- CDM	\$98.88
W M PUTNAM COMPANY	OFFICE SUPPLIES-211 ANNX	\$56.84
W M PUTNAM COMPANY	OFFICE SUPPLIES- C HALL	\$53.41
W M PUTNAM COMPANY	SAN TOWELETTE	\$8.26
QUILL CORPORATION	OFFICE SUPPLIES	\$154.32
QUILL CORPORATION	POST FLAGS	\$12.27
General Fund Purchasing Office Supply Total		\$2,151.49
General Fund Purchasing Administration		
US POSTAL SERVICE/HASLER	REPLENISH POSTAGE- CHALL	\$10,000.00
UNITED PARCEL SERVICE	REPLENISH DEPOSIT BALANCE	\$900.00
General Fund Purchasing Administration Total		\$10,900.00
General Fund Information Technology Administration		
LEXIS NEXIS	ACCT 1238G8 JAN1-JAN31	\$149.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MNJ TECHNOLOGIES DIRECT INC	YELLOW- HP TONER	\$577.80
MNJ TECHNOLOGIES DIRECT INC	BLACK- HP TONER	\$104.00
GOVCONNECTION INC	DYMO SHIPP LABELS	\$203.24
GOVCONNECTION INC	HP COLOR INK CART	\$67.88
GOVCONNECTION INC	NECKSTRAP LANYARDS	\$35.92
FRONTIER	FOR LINE# 309 AA5-8635	\$31.20
COMMUNICATION REVOLVING FUNI	ACCT T8889158	\$1,116.48
MCLEAN CO INFORMATION SERVI	CI ACCT T8880050	\$219.35
MNJ TECHNOLOGIES DIRECT INC	HP TONER	\$297.00
GOVCONNECTION INC	BLACK RIBBON CASSETTES	\$113.60
FRONTIER	ACCT 12 9005 2760082679 0	\$7,326.51
VERIZON WIRELESS - PA	ACCT 486055053	\$309.31
NEXTEL COMMUNICATIONS	ACCT 183003087	\$9,772.44
General Fund Information Technology Administration Total		\$20,323.73
General Fund Human Resources Administration		
BROMENN MEDICAL GROUP	BAT, DRUG TESTS	\$125.00
ALLIED BENEFIT SYSTEMS	76 ENROLLEES- FLEX PLAN	\$451.00
Marilyn Choat	WELLNESS REIMB	\$14.40
Karen Gibson	WELLNESS REIMB.	\$18.00
Melynda Vaughn	WELLNESS REIMB.	\$36.00
Sandy Fedden	WELLNESS REIMB	\$18.00
Lolita Green	WELLNESS REIMB	\$36.00
Pat Barnes	WELLNESS REIMB	\$36.00
Jackie Thomas	WELLNESS REIMB.	\$18.00
Wanda Vandegraft	REIMBURSEMENT/VANDEGRAFT	\$21.60
T/N PETTY CASH-FINANCE DEPT	IPMA MEETING	\$11.38
General Fund Human Resources Administration Total		\$785.38
General Fund Inspections Administration		
AMERICAN PLANNING ASSOCIATION	ANNUAL MEMBERSHIP DUES	\$519.00
DARNALL PRINTING	BUSINESS CARDS DAVISON	\$30.00
PARKWAY AUTO LAUNDRY	CAR WASH	\$7.00
MCLEAN CO REG PLANNING COMM	REG INFORMATION FORUM	\$10.00
General Fund Inspections Administration Total		\$566.00
General Fund Police Administration		
MCLEAN COUNTY TREASURER	CENTRAL COMM CNTR-FEB,11	\$63,087.66
RAY O'HERRON CO INC	PHONE HOLDER	\$56.85
RAY O'HERRON CO INC	COMMENDATION BARS - 5	\$68.75
TWIN CITY SELF STORAGE	STORAGE RENTAL - NPD	\$75.00
GALLS INC	BIKE PANTS	\$25.19
STERICYCLE INC	MONTHLY FEE	\$43.18
PETCO ANIMAL SUPPLIES INC	K9 SUPPLIES	\$32.31
10-8 OUTFITTERS	BOOTS - B HOSKINS	\$152.99
10-8 OUTFITTERS	BOOTS	\$111.14
RAY O'HERRON CO INC	TWILL PANTS	\$122.81
RAY O'HERRON CO INC	BLUE STEEL CARRIER	\$633.03
U.S.BANK	VICE TV MOUNTS; VIDEO CAM	\$231.87
U.S.BANK	CID BACKGROUND INFORMATIO	\$87.00
U.S.BANK	LODGING/MEALS/FUEL/AIRLIN	\$1,039.35
ITOA	ITOA DUES - BUSH	\$40.00
Officer Chad Bock	ALTERATIONS TO UNIFORM PA	\$242.99
U.S.BANK	MOUNTING BRACKETS - TV (C	\$37.94
LANDMARK LAUNDRY	NW SUBSTATION RENT-MAR	\$1,310.00
PARKWAY AUTO LAUNDRY	CAR WASHES - NPD	\$224.00
General Fund Police Administration Total		\$67,622.06
General Fund Fire Prevention		
MATT SWANEY	REIM MEALS - SWANEY	\$120.00
General Fund Fire Prevention Total		\$120.00
General Fund Fire Administration		
MENARDS	LP TANK EXCHANGE	\$35.64

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
SCBAS INC	HYDRO RETEST	\$67.50
MORRIS AVENUE GARAGE	STATE TEST- N13	\$15.00
ADVANCE AUTO PARTS	AUTO SUPPLIES - FIRE	\$10.30
ADVANCE AUTO PARTS	AUTO SUPPLIES - FIRE	\$18.31
OSF MEDICAL GROUP	MEDICAL SUPPLIES - NFD	\$391.01
UNIVERSITY OF ILLINOIS	TACTIC & STRATEGY II - EF	\$250.00
CORN BELT ENERGY CORP	IRONWOOD SIREN	\$26.58
CORN BELT ENERGY CORP	STATION 3	\$833.88
CORN BELT ENERGY CORP	PARKSIDE SIREN	\$27.52
CORN BELT ENERGY CORP	CD SIREN	\$27.38
CORN BELT ENERGY CORP	W. COLLEGE SIREN	\$27.11
CORN BELT ENERGY CORP	RAAB SIREN	\$32.79
MIDWEST EMBROIDERY & SCREENP EMBROIDERY EMS BAGS		\$60.00
EVERGREEN FS INC.	LP - NFD	\$59.93
SCBAS INC	VALVE KITS, MOLDED VALVE	\$390.15
SCBAS INC	HYDRO RETEST	\$45.00
MILLER JANITOR SUPPLY	DISH DETERGENT-33NFD30	\$49.33
MILLER JANITOR SUPPLY	WHITE TWLS- 33NFD30	\$49.44
MENARDS	4' STEP LADDERS	\$201.00
MENARDS	PLUGS, VOLTAGE TESTER,	\$36.20
INTERSTATE ALL BATTERY CENTER BATTERIES - NFD/#9299		\$12.58
HEARTLAND HOME MEDICAL SUPPI MEDICAL SUPPLIES - NFD		\$296.00
EVERGREEN FS INC.	DIESELEX- NFD	\$110.21
EVERGREEN FS INC.	DIESELEX - NFD/3404600	\$227.40
GLOBAL EMERGENCY PRODUCTS IN PULLEY REPAIRS - T14		\$561.31
FASTENAL COMPANY	SAFETY CAN, GAS CANS	\$191.45
NAPA AUTO PARTS	MINI LAMPS (NFD-2644)	\$60.00
SPRINGFIELD ELECTRIC CO	FLUOR LAMPS (NFD)	\$174.84
AZ COMMERCIAL	FUSES (NFD)	\$7.58
SELECT SCREENPRINTS INC	SHIRTS - NFD	\$74.00
GLOBAL EMERGENCY PRODUCTS IN REPAIRS - UNIT 12		\$2,366.42
WALMART COMMUNITY BRC	FOOD SUPPLIES- NFD	\$157.46
10-8 OUTFITTERS	CLOTHING, BOOTS- NFD	\$352.60
MISC FIRE DEPT	GEAR WASHER REPAIR	\$649.66
MISC FIRE DEPT	GEAR WASHER REPAIR	\$33.65
MCLEAN CO AREA EMS SYSTEM	ITLS RENEWAL COURSE	\$350.00
T/N FIRE PENSION FUND	PAYROLL SUMMARY	\$43.97
General Fund Fire Administration Total		\$8,323.20
<u>General Fund Public Works Engineering</u>		
TESTING SERVICE CORP	SHEPARD PARK	\$81.00
PARKWAY AUTO LAUNDRY	CAR WASHES - ENG	\$14.00
General Fund Public Works Engineering Total		\$95.00
<u>General Fund Public Works Waste Removal</u>		
AMERICAN PEST CONTROL	PIGEON SERVICE - 2/21	\$170.00
J & R USED TIRE SERVICE	TIRE DISPOSAL	\$44.00
MILL CREEK TRUCKING INC	FEB HAULING SERVICE	\$2,556.00
HERITAGE CRYSTAL CLEAN	DRUM MOUNT	\$225.40
General Fund Public Works Waste Removal Total		\$2,995.40
<u>General Fund Public Works Equipment Maintenance</u>		
DON OWEN TIRE SERVICE	TIRE REPAIR ON S19	\$21.62
DON OWEN TIRE SERVICE	2 TIRES FOR S45	\$4,015.30
ADVANCE AUTO PARTS	AUTO SUPPLIES - PW	\$51.61
AZ COMMERCIAL	AUTO SUPPLIES - PW	\$3.99
NORTHERN SAFETY CO INC	GREEN VINYL GLOVES	\$68.47
NORTHERN SAFETY CO INC	RESPIRATOR MASKS	\$35.85
HERITAGE MACHINE & WELDING IN REPLACE LEFT R/SPRNG-S15		\$618.45
AUTO GLASS CENTER	SOLAR PAINT BAND	\$224.85
PETERBILT ILLINOIS	BLOWER MOTOR, WHEEL	\$78.80
WHERRY MACHINE & WELDING INC REPAIRS- COMPACTOR CYL		\$1,086.80

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
WHERRY MACHINE & WELDING INC	RESEAL COMPACTOR CYLINDER	\$448.00
KEY EQUIPMENT & SUPPLY CO	PACKER CYL SEAL KITS	\$169.69
CARQUEST AUTO PARTS OF BLM IL	BATTERY	\$71.54
CARQUEST AUTO PARTS OF BLM IL	CREDIT - CORE RETURN	(\$46.00)
CARQUEST AUTO PARTS OF BLM IL	CABLE FLUID, THERMOSTAT	\$26.75
CARQUEST AUTO PARTS OF BLM IL	BRAKE ROTOR, PADS	\$154.00
CARQUEST AUTO PARTS OF BLM IL	FUEL PUMP ASSY, BRK ROTOR	\$312.15
CARQUEST AUTO PARTS OF BLM IL	WIPER BLADES, AIR FILTER	\$25.12
DON OWEN TIRE SERVICE	WASTE HAULER RETREADS	\$350.00
FASTENAL COMPANY	HEX CAP SCREW, LOCK NUT	\$40.54
JOPAC COMPANIES	BOX - GRN FIB5-24	\$76.83
PRAXAIR DISTRIBUTION INC	OXYGEN CYL - PW	\$134.62
SAM LEMAN INC	REPL TRNSM CNTRL MODULE	\$611.63
FEDERAL SIGNAL CORPORATION	SERVICE - 3N21	\$106.00
SAM LEMAN INC	AB BLADE REA	\$11.88
MID-STATE TRANSMISSION	TRANSMISSION SVC- R28	\$2,564.60
FASTENAL COMPANY	90DGR STREET PIPE ELBOW	\$3.65
CINTAS CORPORATION #396	TWLS/SUPPLIES - PUB WKS	\$64.17
CINTAS CORPORATION #396	TWLS/SUPPLIES - PUB WKS	\$42.27
CINTAS CORPORATION #396	TWLS/SUPPLIES- PUB WKS	\$42.27
MOTION INDUSTRIES INC	HYD HOSE ENDS	\$140.74
PRAIRIE ARCHWAY INT'L TRUCKS	HARNESS	\$33.50
PRAIRIE ARCHWAY INT'L TRUCKS	STEERING U-JOINT (KIT)	\$20.68
CUMBERLAND SERVICENTER INC	LATCH FLEX DRAW	\$94.44
ALTORFER INC	CUTTING EDGE, END EDGE	\$637.73
ALTORFER INC	END EDGE	\$88.34
DENNISON CORPORATION	BOLTS, RETAINER	\$40.31
DON OWEN TIRE SERVICE	TIRE REPAIR - S29	\$21.62
DON OWEN TIRE SERVICE	FIRESTONE TIRES, DISMNT	\$415.90
DON OWEN TIRE SERVICE	TIRES E-7, M2	\$594.40
CLARK & BARLOW	HOSE BARB, FIP ADPT	\$13.64
CARQUEST AUTO PARTS OF BLM IL	W/W SOLVENT	\$32.40
General Fund Public Works Equipment Maintenance Total		\$13,549.15
General Fund Public Works Streets		
CARGILL INC - SALT DIVISION	ROAD SALT	\$58,892.80
CARGILL INC - SALT DIVISION	ROAD SALT	\$30,015.98
STARK EXCAVATING	BIRD SEED	\$407.34
STARK EXCAVATING	BIRD SEED	\$487.64
CORN BELT ENERGY CORP	TRAFFIC SIGNALS	\$687.65
CORN BELT ENERGY CORP	STREET LIGHTS	\$7,560.95
ADVANCE AUTO PARTS	TRLR LIGHT, BAR LED,	\$91.96
ADVANCE AUTO PARTS	TRLR LGT CLRNC-AMR	\$10.78
MCLEAN COUNTY ASPHALT	COLDMIX ASPHALT	\$384.75
WHERRY MACHINE & WELDING INC	36" BLADE	\$31.48
Julie Gundy	REIMBURSEMENT FOR BROKEN	\$35.00
Mark Embry	REIMBURSEMENT FOR DAMAGED	\$35.00
DRAKE SCRUGGS	BOOM REST, TIE DOWNS	\$180.52
SICALCO LTD	LIQ CALCIUM CHLORIDE	\$2,816.58
BLOOMINGTON BTB	SUPER CONC	\$112.46
AMERENIP	NEW POLE/LIGHT- GREGORY	\$2,875.00
Phil Tetley	DAMAGED MAILBOX	\$35.00
Dawn Lemman	DAMAGED MAILBOX	\$35.00
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$1,393.65
MENARDS	CONSTRUCT SCREWS, R/BLADE	\$49.93
FASTENAL COMPANY	HEX CAP SCREWS	\$10.10
FASTENAL COMPANY	CABLE TIES	\$74.08
FASTENAL COMPANY	SHAKER SCREEN BOLTS,PARTS	\$618.39
FASTENAL COMPANY	PIPE ELBOW	\$1.77
Sue Henrichs	REIMBURSEMENT FOR DAMAGED	\$35.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
John Feely	REIMBURSEMENT FOR DAMAGED	\$35.00
MCLEAN COUNTY ASPHALT	COLDMIX ASPHALT	\$1,032.65
TRAFFIC SIGN STORE	STREET NAME SIGNS	\$138.00
FASTENAL COMPANY	3 DOME HEAD PLOW PARTS	\$252.68
HERITAGE CRYSTAL CLEAN	SOLVENT, SURCHARGE	\$350.17
T/N PETTY CASH-FINANCE DEPT	POSTAGE	\$6.70
General Fund Public Works Streets Total		\$108,694.01
<u>General Fund Parks & Recreation Recreation/Athletic Prog</u>		
BILL'S KEY & LOCK SHOP	SIX KEYS/PARKS	\$11.10
General Fund Parks & Recreation Recreation/Athletic Prog Total		\$11.10
<u>General Fund Parks & Recreation Recreation/Youth Programs</u>		
MINERVA SPORTSWEAR	TINY TUMBLERS	\$52.00
General Fund Parks & Recreation Recreation/Youth Programs Total		\$52.00
<u>General Fund Parks & Recreation Tournament</u>		
CORN BELT ENERGY CORP	CHAMPION CONCESS.	\$35.03
ILLINOIS ASA	FULL PAGE AD X2	\$450.00
General Fund Parks & Recreation Tournament Total		\$485.03
<u>General Fund Parks & Recreation Administration</u>		
UNIVERSITY DIRECTORIES LLC	QTR PAGE AD - P/REC	\$350.00
B/N CONVENTION & VISITORS BURE TOURISM LUNCH		\$125.00
COLETTE FARNER	CAB FARE	\$16.00
GOLF WEEK	SUBSCRIPTION	\$24.95
PANTAGRAPH	52WK SUBSCRIPTION- NPR	\$249.60
PARKWAY AUTO LAUNDRY	CAR WASHES - P/REC	\$14.00
General Fund Parks & Recreation Administration Total		\$779.55
<u>General Fund Parks & Recreation Golf Course Maintenance</u>		
CORN BELT ENERGY CORP	IRNWD MAINT.	\$228.57
CORN BELT ENERGY CORP	IRNWD GOLF IRRIG.	\$171.09
MILLER JANITOR SUPPLY	SQUEEGEE, HANDLE- 16NPRIM	\$38.50
ILL DEPT OF AGRICULTURE	OPERATOR LICENSE	\$15.00
ILL DEPT OF AGRICULTURE	APPLICATOR LICENSE	\$20.00
HICKSGAS BLOOMINGTON INC	BULK LP (P/REC)	\$305.99
HICKSGAS BLOOMINGTON INC	BULK LP (P/REC)	\$6.85
MILLER JANITOR SUPPLY	SHOP TOWELS- 16NPRIM	\$71.08
NICOR GAS	IRNWD MAINT.	\$451.85
General Fund Parks & Recreation Golf Course Maintenance Total		\$1,308.93
<u>General Fund Parks & Recreation Golf Course</u>		
CORN BELT ENERGY CORP	IRNWD CLBHSE	\$690.16
NICOR GAS	IRNWD CLBHSE	\$553.50
LAWSON PRODUCTS INC	SWELL SMELL	\$149.55
General Fund Parks & Recreation Golf Course Total		\$1,393.21
<u>General Fund Parks & Recreation Recreation/Teen Programs</u>		
PEORIA CHARTER COACH CO	CHARTER SVC-GALENA, IL	\$1,931.90
MINERVA SPORTSWEAR	GRADE SCHOOL B/BALL	\$182.00
MINERVA SPORTSWEAR	GRADE SCHOOL B/BALL	\$78.00
MINERVA SPORTSWEAR	PEE WEE SPORTS	\$140.00
General Fund Parks & Recreation Recreation/Teen Programs Total		\$2,331.90
<u>General Fund Parks & Recreation Aquatics</u>		
NICOR GAS	FV POOL	\$1,086.61
NICOR GAS	FV CONCESSIONS	\$232.72
NICOR GAS	AAC	\$710.41
MCMaster-CARR SUPPLY CO	FIBERGLASS CHANNEL, FITTN	\$157.93
U S MECHANICAL SERVICES	POOL HOUSE DUCT HEATER	\$336.00
JOHNSTONE SUPPLY	VENT MOTOR PARTS	\$66.28
MCMaster-CARR SUPPLY CO	TUBE FITTINGS	\$101.24
MIDSTATE SEAMLESS GUTTERS INC	FFAC PUMP SPOUT REPLACMNT	\$15.00
General Fund Parks & Recreation Aquatics Total		\$2,706.19
<u>General Fund Parks & Recreation Theater</u>		
CITY OF BLOOMINGTON	FOOD/BEVERAGE TAX	\$57.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
SPECIALTY IMPORT DISTRIBUTING	BTL WATER- RESALE/THEATER	\$121.80
BUENA VISTA PICTURES DIST	O BROTHER-WHERE ART THOU	\$250.00
BUENA VISTA PICTURES DIST	TOY STORY 3	\$307.15
FEDEX	FILM SHIPMENTS - THEATER	\$104.24
TECHNICOLOR	FILM MATERIALS	\$115.55
TECHNICOLOR	FILM MATERIAL	\$92.44
DHL AIR & OCEAN	CASABLANCA	\$107.23
WARNER BROS DISTRIBUTING	THREE ON A MATCH	\$350.00
PARAMOUNT	SUPERMAN, WAIT/SCHMUCKS	\$500.00
PARAMOUNT	AIRPLANE	\$41.20
SWANK MOTION PICTURES INC	TOY STORY 3	\$505.00
PANTAGRAPH	THEATER ADS FOR JAN	\$4,504.52

General Fund Parks & Recreation Theater Total \$7,056.13

General Fund Parks & Recreation Children's Disc Museum

DISCOUNT SCHOOL SUPPLY	GLUE,CLR RICE,APRONS-CDM	\$74.22
DISCOUNT SCHOOL SUPPLY	GLUE,CLR RICE,APRONS-CDM	\$9.99
DISCOUNT SCHOOL SUPPLY	WASHABLE PAINT - CDM	\$407.52
BLOOMINGTON-NORMAL MACARON	MAR-JUNE CDM AD	\$202.50
SELECT SCREENPRINTS INC	T-SHIRTS, HOODED SWSH-CDM	\$729.75
HOBBY LOBBY STORES INC	CRAFT SUPPLIES - CDM	\$253.19
HOBBY LOBBY STORES INC	CRAFT SUPPLIES - CDM	\$35.94
PRAIRIE FARMS DAIRY INC	MILK,JUICE--CDM	\$175.32
PANTAGRAPH	UPTOWN AD	\$150.00
DENNY'S DOUGHNUTS & BAKERY	JANUARY BDAY CAKES	\$41.85
ASTC	2011 MEMBERSHIP	\$780.00
TRI-VALLEY HIGH SCHOOL	2010/2011 YEAR BOOK AD	\$40.00
AURORA WORLD INC	ANIMAL TOYS - CDM	\$1,029.00
SAFARI LTD	BAGS,PINS,DINOSAUR TOYS	\$270.00
SAFARI LTD	BAGS,PINS,DINOSAUR TOYS	\$171.00
DOVER PUBLICATION INC	PUZZLES, COLORING BOOKS	\$200.22
DOVER PUBLICATION INC	PUZZLES, COLORING BOOKS	\$20.17
TY INC	TOY ANIMALS - CDM	\$117.00
TY INC	TOY ANIMALS - CDM	\$9.71
KLUTZ INC	MARVEL HEROES - CDM	\$50.85
KLUTZ INC	RESALE ITEMS - CDM STORE	\$601.32
KLUTZ INC	STICKERS - CDM STORE	\$50.97
KLUTZ INC	PAPER FASHIONS - CDM	\$65.85
LEARNING CURVE BRANDS INC	JD TOYS - CDM	\$602.08
LEARNING CURVE BRANDS INC	JD TOYS - CDM	\$48.27
GUND INC	SESAME STREET TOYS	\$68.85
GUND INC	SESAME STREET TOYS	\$69.50
KOLDAIRE EQUIPMENT COMPANY	SWEET DISC WHITE BAGS	\$10.25
NICOR GAS	CDM GAS 1/21-2/23/11	\$1,223.80
ASSOC. OF MIDWEST MUSEUMS	AMM 2011 DUES	\$75.00

General Fund Parks & Recreation Children's Disc Museum Total \$7,584.12

General Fund Parks & Recreation Parks Maintenance

REDNECK INC	GREASE CAP,BATTERY,LUBE	\$40.25
MIDWEST CONSTRUCTION RENTALS	TRASH PUMP/HOSE	\$331.25
DON OWEN TIRE SERVICE	FRONT END ALIGNMENT	\$95.00
DON OWEN TIRE SERVICE	MULTI TRAC C/S	\$110.52
DON OWEN TIRE SERVICE	TIRE DISMOUNT/MOUNT	\$17.25
DON OWEN TIRE SERVICE	FRONT END ALIGNMENT	\$44.95
DON OWEN TIRE SERVICE	TIRE DISMOUNT/MOUNT	\$20.00
DON OWEN TIRE SERVICE	TIRE DISMOUNT/MOUNT	\$8.50
DON OWEN TIRE SERVICE	FRONT END ALIGNMENT	\$44.95
H&H INDUSTRIES INC	80 GRIT FLAP DISCS	\$79.90
SHERWIN WILLIAMS FKA MAB PAIN'	PAINT, SUPPLIES- FV	\$435.67
AZ COMMERCIAL	AUTO SUPPLIES - /PREC	\$19.09
AZ COMMERCIAL	AUTO SUPPLIES - /PREC	\$29.98

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
AZ COMMERCIAL	AUTO SUPPLIES - P/REC	\$23.94
ILLINOIS PORTABLE TOILETS	FEB/11 SERVICE	\$415.00
QUALITY TRUCK & EQUIPMENT CO	8' CUT EDGE (R46)	\$125.00
CORN BELT ENERGY CORP	SHED @ CHAMPION	\$24.64
CORN BELT ENERGY CORP	SAFETY TOWN	\$20.52
CORN BELT ENERGY CORP	IRNWD BB DIAM.	\$155.14
CORN BELT ENERGY CORP	MAXWELL S. CONCESS	\$58.92
CORN BELT ENERGY CORP	MAXWELL S. BALL S	\$84.51
CORN BELT ENERGY CORP	MAXWELL PK SHEL.T.	\$106.92
CORN BELT ENERGY CORP	MAXWELL PK TENNIS	\$52.18
CORN BELT ENERGY CORP	MXWELL FLD 1-4	\$252.79
CORN BELT ENERGY CORP	SIGN W. COLLEGE	\$20.52
CORN BELT ENERGY CORP	HORSESHOE PIT	\$23.29
CORN BELT ENERGY CORP	SIGN-IRNWD PK	\$33.15
CORN BELT ENERGY CORP	MXWELL W. CONCESS	\$256.31
CORN BELT ENERGY CORP	SHEPARD PK	\$837.75
MIDWEST EQUIPMENT II	P/UP BODY, FILTERS,PLUGS	\$352.86
MIDWEST EQUIPMENT II	SPOOL INSSERT, COVER,	\$137.18
REDNECK INC	SHOE LINING, GREASE SEAL	\$40.07
NAPA AUTO PARTS	DRIVESHAFT BEARING- R15	\$48.01
NAPA AUTO PARTS	GREASE FITTING- R25	\$3.21
H&H INDUSTRIES INC	VI-TEK PLUS	\$388.50
CHOCTAW-KAUL DISTRIBUTION CO	FILTER, RETAINER, FACEPC	\$36.20
ILLINOIS STANDARD PARTS INC	DRILL BITS, CHEM	\$66.75
ADVANCE AUTO PARTS	AUTO SUPPLIES - P/REC	\$1,096.62
ADVANCE AUTO PARTS	AUTO SUPPLIES - P/REC	\$24.95
SECTY OF STATE-MOTOR VEH DIV	TITLE & PLATES	\$101.00
NAPA AUTO PARTS	WHEEL SEALS	\$44.32
NAPA AUTO PARTS	EQUA-TORQUE 4OZ	\$8.19
NAPA AUTO PARTS	CREDIT - WHEEL SEALS	(\$26.22)
NORD OUTDOOR POWER CORP	TIRE CHAIN, FREIGHT	\$71.82
MIDWEST EQUIPMENT II	FILTERS, SPARK PLUGS	\$90.92
MIDWEST EQUIPMENT II	SPARK PLUGS, SEAFOAM	\$68.30
MIDWEST EQUIPMENT II	REBUILD KIT	\$8.98
ARMATURE MOTOR & PUMP CO INC	REPAIR BERKLEY PUMP	\$1,294.67
REDNECK INC	TRAILER END CONNECTOR	\$6.78
BOBCAT OF PEORIA INC	COUPLER KIT	\$142.16
BOBCAT OF PEORIA INC	SHOE, WASHER, PIN LOCK	\$85.94
REDNECK INC	PC RATED LIGHT	\$1.51
MILLER JANITOR SUPPLY	BRWN R/TWLS-16NPR00	\$28.65
MILLER JANITOR SUPPLY	NITRILE GLV- 16NPR00	\$26.00
NICOR GAS	ANNEX BARN	\$533.52
PRAIRIELAND GOLF CARS LLC	AIR & FUEL FILTERS	\$60.87
REDNECK INC	TAIL LIGHTS, PLUG	\$24.01
DRAKE SCRUGGS	SERVICE - R55	\$521.49
JOPAC COMPANIES	FILTERS, PLUGS-GOLF CTS	\$110.81
MILLER JANITOR SUPPLY	DEGREASER, CAR SOAP	\$313.63
T/N PETTY CASH-FINANCE DEPT	TRAILER PLATE	\$4.00
General Fund Parks & Recreation Parks Maintenance Total		\$9,483.59
General Fund		\$349,795.78
Motor Fuel Tax Fund Public Works Motor Fuel Tax		
FARNSWORTH GROUP	BROADWAY BRIDGE- JAN,2011	\$5,362.50
CLARK DIETZ INC	VERNON AVE BRIDGE:NV-DEC	\$360.00
Motor Fuel Tax Fund Public Works Motor Fuel Tax Total		\$5,722.50
Motor Fuel Tax Fund		\$5,722.50
Community Development Fd Community Development Administration		
MARCFIRST	JAN JANITORIAL CLEANING	\$405.00
RENOLLET, TIMOTHY	EXT VIDEO SYS TO LIBRARY	\$430.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
CULLIGAN WATER CONDITIONING	COOLER RENTAL-JAN 17	\$7.00
ROWE CONSTRUCTION	2010 STREET RESURFACING	\$201,270.34
TOWN OF NORMAL-WATER FUND	UNITY CENTER	\$36.01
LANDMARK LAUNDRY	UNITY CENTER RENT- MAR,11	\$1,300.00
CULLIGAN WATER CONDITIONING	SVC: 2/08, 2/14	\$16.05
DOUGLAS WALLACE	DP 1113 248	\$3,000.00
Community Development Fd Community Development Administration Total		\$206,464.40
Community Development Fd		\$206,464.40
Energy Block Grant Fund Administration - City Mgr Energy Block Grant		
G & B MECHANICAL	NEW CNTRLS-BOILER/CHILLER	\$4,215.00
G & B MECHANICAL	INSTALL CO2 SENSOR- THEAT	\$2,404.00
WILCOX ELECTRIC & SERVICE INC	SOLAR SYSTEM - CDM	\$8,550.00
Energy Block Grant Fund Administration - City Mgr Energy Block Grant Total		\$15,169.00
Energy Block Grant Fund		\$15,169.00
Metro Zone Fund Finance Metro Zone		
CITY OF BLOOMINGTON	METRO ZONE: OCT-DEC,2010	\$30,760.45
Metro Zone Fund Finance Metro Zone Total		\$30,760.45
Metro Zone Fund		\$30,760.45
Capital Investment Fund Other-Capital Investment Capital Investment		
COTTIER CARPETS	NEW CARPET- LINDEN/EAST	\$13,018.40
R J THOMAS MFG CO INC	PICNIC TABLES	\$2,356.20
R J THOMAS MFG CO INC	PICNIC TABLES	\$339.00
R J THOMAS MFG CO INC	B-24 GRILL (4)	\$691.60
R J THOMAS MFG CO INC	B-24 GRILL (4)	\$95.00
Capital Investment Fund Other-Capital Investment Capital Investment Total		\$16,500.20
Capital Investment Fund		\$16,500.20
Multimodal Center Other-Capital Investment Junction Center		
HOERR SCHAUDT LANDSCAPE ARCF	ROUNDABOUT PROJECT	\$256.50
Multimodal Center Other-Capital Investment Junction Center Total		\$256.50
Multimodal Center		\$256.50
Uptown Roads Other-Capital Investment Roads & Storm Sewers		
HOERR SCHAUDT LANDSCAPE ARCF	MULTI-MODAL TRANSIT CNTR	\$4,220.10
Uptown Roads Other-Capital Investment Roads & Storm Sewers Total		\$4,220.10
Uptown Roads		\$4,220.10
Uptown Program/Planning Other-Capital Investment Consultants/Studies/Misc		
COPY SHOP	COPIES - RE MULTIMODAL	\$21.60
JOHNSTON CONTRACTORS INC	JOB-VICTOR'S ALTERATIONS	\$67,309.60
JACK B TEPLITZ & ASSOCIATES	REDEVELOPMENT PROJECT	\$4,088.30
Program/Planning Other-Capital Investment Consultants/Studies/Misc Total		\$71,419.50
Uptown Program/Planning		\$71,419.50
Water Fund		
CLASS ACT REALTY	700 N ADELAIDE 105 REFUND	\$111.42
WATER PRODUCTS CO OF ILLINOIS	VALVE BX TOPS, BOTTOMS	\$12,760.00
FERGUSON WATERWORKS	PROTECTUS III METER (3)	\$25,200.00
JOHNSON REAL ESTATE	1007 SAMANTHA REFUND	\$7.67
CHIZMAR, JOHN & LINDA	821 NORMAL REFUND	\$6.90
WATER PRODUCTS CO OF ILLINOIS	FIRE HYDRANT, PARTS	\$1,890.00
WHITESIDE, JOHN	408 HOVEY AVE REFUND	\$5.79
BUSEY BANK % APARTMENT MART	1570 HUNT DR H REFUND	\$20.39
BUSEY BANK % APARTMENT MART	1570 HUNT DR E REFUND	\$20.39
BUSEY BANK % APARTMENT MART	1570 HUNT DR G REFUND	\$20.39
BUSEY BANK % APARTMENT MART	1570 HUNT DR F REFUND	\$20.39
BUSEY BANK % APARTMENT MART	1570 HUNT DR D REFUND	\$23.31
BUSEY BANK % APARTMENT MART	1570 HUNT DR C REFUND	\$20.39
BUSEY BANK % APARTMENT MART	1570 HUNT DR B REFUND	\$20.39
BUSEY BANK % APARTMENT MART	1570 HUNT DR A REFUND	\$20.39

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
BUSEY BANK % APARTMENT MART	1570 HUNT DR I REFUND	\$20.39
CASTRISCHER, KAREN	700 N ADELAIDE 4 REFUND	\$9.66
CASTRISCHER, KAREN	700 N ADELAIDE #8 REFUND	\$8.89

Water Fund Total \$40,186.76

Water Fund Water Administration

OFFICE DEPOT INC	FILE CARD PKG	\$1.68
OFFICE DEPOT INC	COPY PAPER	\$37.82
FRONTIER	WATER ADMIN	\$96.63
VERIZON WIRELESS - PA	ACCT 980315707-00001	\$244.00
SERVICE ENVELOPE CORP	24# WW ENVELOPES- WTR	\$458.75
SERVICE ENVELOPE CORP	24# WW ENVELOPES- WTR	\$133.19
ILLINOIS SECTION AWWA	ANNUAL CONF- A ALWARD	\$225.00
NEXTEL COMMUNICATIONS	WATER ADMIN	\$66.00

Water Fund Water Administration Total \$1,263.07

Water Fund Water Distribution

WATER PRODUCTS CO OF ILLINOIS	3" REPAIR CLAMPS	\$84.00
AZ COMMERCIAL	BATTERY, FUEL INJ HOSE,	\$111.93
MARTIN BROTHERS	BRAKE SHOES, BLADE	\$174.00
AUTOMATIC FIRE SPRINKLER, LLC	TRK/TOOL CHG, LABOR	\$135.00
AUTOMATIC FIRE SPRINKLER, LLC	TEST / INSPECTION- WTR	\$200.00
MIDWEST CONSTRUCTION RENTALS	HOSE COUPLER, CLAMPS	\$99.34
PRAXAIR DISTRIBUTION INC	ELECTR MS (WATER DEPT)	\$43.30
LAWSON PRODUCTS INC	POP-UP BOX, PAINT, GREASE	\$18.60
LAWSON PRODUCTS INC	POP-UP BOX, PAINT, GREASE	\$41.97
LAWSON PRODUCTS INC	POP-UP BOX, PAINT, GREASE	\$190.56
LAWSON PRODUCTS INC	POP-UP BOX, PAINT, GREASE	\$63.12
LAWSON PRODUCTS INC	POP-UP BOX, PAINT, GREASE	\$21.46
EVERGREEN FS INC.	DIESELEX - WTR/4675500	\$1,171.98
FASTENAL COMPANY	1 1/16" SOCKETS	\$26.60
John Burkhart	REIMBURSE - JOHN BURKHART	\$5.20
RED WING SHOE STORE	BOOTS- J BURKHART / WTR	\$120.00
BOBCAT OF BLOOMINGTON	SHOE, WASHERS, PIN LOCK	\$85.94
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	\$589.95
John Burkhart	REIMBURSE - J BURKHART FO	\$10.95
WATER PRODUCTS CO OF ILLINOIS	4" TYPEF ALUM MALE CAM	\$33.01
MENARDS	OIL DRY	\$20.94
FRONTIER	WATER DIST	\$31.44
ILLINOIS SECTION AWWA	CONF-J BURKHART; R MILLER	\$225.00
SUNBELT RENTALS INC	ALUM PANEL, CONNECTORS	\$9,207.00
SUNBELT RENTALS INC	ALUM PANEL, CONNECTORS	\$350.00
MIDWEST CONSTRUCTION RENTALS	JERSEY GLOVES	\$119.00
HOMETOOL LLC	REPL GENERATOR PLUGS	\$5.11
HOMETOOL LLC	REPL GENERATOR PLUGS	\$40.09
NEXTEL COMMUNICATIONS	WATER DIST	\$935.00

Water Fund Water Distribution Total \$14,160.49

Water Fund Water Debt Service

IL ENVIRONMENTAL PROTECTION A EPA LOAN: DUE 3/9/11	\$178,891.61
IL ENVIRONMENTAL PROTECTION A EPA LOAN: DUE 3/9/11	\$16,725.08

Water Fund Water Debt Service Total \$195,616.69

Water Fund Water Treatment

ROGERS SUPPLY COMPANY	115V MOTOR, COND BLADE	\$121.69
CORRPRO COMPANIES INC	WTR STORAGE-CATHODIC SYS	\$2,525.00
PRISTINE WATER SOLUTIONS	CHLORIN DIOXIDE GENERATOR	\$16,040.00
ADVANCE AUTO PARTS	AUTO SUPPLIES - WATER	\$92.25
WEST SIDE CLOTHING	JEANS - RON RICE /WTR	\$38.00
ROCKFORD INDUSTRIAL WELDING & WELDING GAS TANK RENTAL		\$19.98
CUSTOM ADVANCED CONNECTIONS 30"CNTR TIE/DWN ASSY		\$39.80
CUSTOM ADVANCED CONNECTIONS 30"CNTR TIE/DWN ASSY		\$14.09
UNITED LIQUID WASTE RECYCLING LIME SLUDGE REMOVAL		\$348,113.25

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
WEST SIDE CLOTHING	WORK BOOTS- DAN SACRY/WTR	\$120.00
JCI JONES CHEMICALS INC	CHLORINE	\$1,548.00
HICKMAN,WILLIAMS & COMPANY	50.46 TN LIME	\$6,626.91
HICKMAN,WILLIAMS & COMPANY	25.31 TN LIME	\$3,323.96
CUSTOM ADVANCED CONNECTIONS	30" MESH, W/CNTR HOLE	\$175.80
CUSTOM ADVANCED CONNECTIONS	30" MESH, W/CNTR HOLE	\$30.58
MCMASTER-CARR SUPPLY CO	ITERFERENCE-REDUCE CABLE	\$75.00
MCMASTER-CARR SUPPLY CO	ITERFERENCE-REDUCE CABLE	\$5.60
CONRAD SHEET METAL CO	FABRICATE ALUM DUCT W/LNR	\$1,450.00
LAI, LTD	FLANGE SEALS, FREIGHT	\$76.00
LAI, LTD	FLANGE SEALS, FREIGHT	\$5.67
CORN BELT ENERGY CORP	HERSHEY BOOSTER PUMP - JA	\$1,075.91
CORN BELT ENERGY CORP	RECORDING EQUIP - JANUARY	\$22.23
CORN BELT ENERGY CORP	PUMP STATION - JANUARY 20	\$1,198.99
T/N PETTY CASH-WATER DEPT	PETTY CASH - WATER DEPART	\$76.88
MICKEY'S LINEN	TWLS/SUPPLIES--#4474/1	\$32.28
CUMMINS MID-STATES POWER INC	EFC VALVE SPRINGS-REPAIRS	\$1,111.81
CUMMINS MID-STATES POWER INC	GENERATOR RENTAL	\$390.00
MENARDS	GAPS/CRACKS	\$2.70
MENARDS	EPOXY, PVC BUSHING	\$5.82
MENARDS	70W BULBS, PLUG	\$76.17
FRONTIER	WATER TREAT	\$61.94
BATTERIES PLUS	HALOGEN VALVE BATTERY	\$36.99
FASTENAL COMPANY	COUPLING NUTS, HEX NUTS	\$5.50
KIRBY RISK ELECTRICAL SUPPLY	CAB TIPS, PHILLIP SCREWDR	\$22.04
SPRINGFIELD ELECTRIC CO	REPL STROBE TUBE	\$49.73
ILLINOIS SECTION AWWA	CONF-S NAFZIGER; S SYLVST	\$350.00
TRUEBLOOD LUBRICANTS,LLC	FAMILY FOOD MACHINERY	\$802.45
KIRBY RISK ELECTRICAL SUPPLY	120V ELECTRICAL	\$248.28
NEXTEL COMMUNICATIONS	WATER TREATMENT	\$85.00
Water Fund Water Treatment Total		\$386,096.30
Water Fund		\$637,323.31
<u>Water Capital Investment Water Capital Investment</u>		
CLARK DIETZ INC	MAIN ST-WATERMAIN REPL	\$4,732.50
CLARK DIETZ INC	GREGORY ST-WTRMAIN REPL	\$3,040.00
CLARK DIETZ INC	CHERRY/GRNDVIEW SERVICE	\$787.50
HENRY PRATT COMPANY	WTP BAFFLES,PIPING	\$11,704.00
WATER PRODUCTS CO OF ILLINOIS	FIRE HYDRANT, PARTS	\$48.00
WATER PRODUCTS CO OF ILLINOIS	FIRE HYDRANT, PARTS	\$29.60
WATER PRODUCTS CO OF ILLINOIS	FIRE HYDRANT, PARTS	\$15.40
FELMLEY DICKERSON CO - INDUST	WTP FILTER REPLACEMENT	\$47,130.34
BOWEN ENGINEERING CORP	MGMT FEES- CLEARWELL PROJ	\$25,656.25
Water Capital Investment Water Capital Investment Total		\$93,143.59
Water Capital Investment		\$93,143.59
<u>Sewer Fund Sewer Administration</u>		
CORN BELT ENERGY CORP	SEWAGE PUMP STATIONS	\$3,015.14
ADVANCE AUTO PARTS	AMBER MARKERA	\$5.98
AZ COMMERCIAL	RADIATOR CAP (PW)	\$4.99
BRADFORD SUPPLY CO	WINGNUT-PLUG TEST	\$3.38
EVERGREEN FS INC.	LP GAS (PW-4675450)	\$23.93
ANDERSON ELECTRIC INC	GENERATOR SETUP/SVC	\$184.00
KOLDAIRE EQUIPMENT COMPANY	ICE BAG (PUB WKS)	\$68.00
MENARDS	LUMBER, SCREWS	\$31.97
DON OWEN TIRE SERVICE	FLAT REPAIR	\$13.87
FRONTIER	SEWER	\$183.86
HICKSGAS BLOOMINGTON INC	1 33# LP TANK	\$24.54
NEXTEL COMMUNICATIONS	SEWER	\$425.00
Sewer Fund Sewer Administration Total		\$3,984.66

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
	Sewer Fund	\$3,984.66
<u>Stormwater Management Fd Stormwater Management Administration</u>		
ECOLOGY ACTION CENTER	STORM WATER ED PROGRAM	\$10,140.00
Stormwater Management Fd Stormwater Management Administration Total		\$10,140.00
	Stormwater Management Fd	\$10,140.00
<u>Health & Dental Ins Fund Administration - City Mgr Health Insurance</u>		
HORTON GROUP INC	HBS MO AFE-MARCH,2011	\$3,720.00
ALLIED BENEFIT SYSTEMS	76 ENROLLEES- FLEX PLAN	\$51.50
OSF MEDICAL GROUP	DIABETES ED CLASS	\$40.00
MUTUAL OF OMAHA INS COMPANY	LIFE PREMIUMS	\$6,634.72
VSP	VSP PLAN- MARCH,2011	\$2,225.39
ADVOCATE BROMENN MEDICAL CE	DIABETES ED	\$160.00
Health & Dental Ins Fund Administration - City Mgr Health Insurance Total		\$12,831.61
	Health & Dental Ins Fund	\$12,831.61
<u>Police Pension Fund Police Police Pension</u>		
IL PUBLIC PENSION FUND ASSOC.	PENSION TRNG - PETRILLI	\$750.00
Police Pension Fund Police Police Pension Total		\$750.00
	Police Pension Fund	\$750.00
<u>Gen Veh Replacement Fund Information Technology Administration</u>		
GOVCONNECTION INC	SMART-UPS, NETWRK MNGTCRD	\$1,199.97
Gen Veh Replacement Fund Information Technology Administration Total		\$1,199.97
<u>Gen Veh Replacement Fund Public Works Streets</u>		
BOB RIDINGS INC	2011 FORD F550, R/CAB 2WD	\$8,600.00
BOB RIDINGS INC	2011 FORD F550, R/CAB 2WD	\$84,089.00
SECTY OF STATE-MOTOR VEH DIV	TITLE/PLATES- FORD F550	\$105.00
Gen Veh Replacement Fund Public Works Streets Total		\$92,794.00
<u>Gen Veh Replacement Fund Parks & Recreation Parks Maintenance</u>		
DENNISON CORPORATION	2011 FORD- BUCKET TRUCK	\$93,397.00
Gen Veh Replacement Fund Parks & Recreation Parks Maintenance Total		\$93,397.00
	Gen Veh Replacement Fund	\$187,390.97
	Grand Total	\$1,645,872.57

TOWN COUNCIL ACTION REPORT

March 3, 2011

Motion to Award the Bid for Water Main and Service Line Materials to Water Products Co., Bloomington, IL

PREPARED BY: Steve Gerdes, Water Director

REVIEWED BY: Geoff Fruin, Assistant City Manager

BUDGET IMPACT: Funds in the amount of \$142,500 are budgeted in account number 502-8030-434.35-10 and funds in the amount of \$34,000 are budgeted in account number 502-8030-434.35-62 of the FY20010-11 Water Department Budget. The total cost will depend upon the actual quantities used over a one year period.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Bid Tabulation

BACKGROUND

The Water Distribution Division uses a large number of different materials and supplies in water main and service installation and repair work. These materials include valves, hydrants, tapping valves, tapping sleeves, repair clamps, corporation stops, curb stops, curb boxes, and valve boxes to name a few. All materials are purchased on an as needed basis.

Due to the wide variety of materials used, and the available storage space, not all materials that may be required are kept on hand at the Water Department. It is very important that the supplier used for these materials be able to provide timely delivery of supplies during non-emergency, as well as emergency, situations.

DISCUSSION/ANALYSIS

Bid specifications and forms were sent to six known suppliers. Bid specifications were detailed and the bidders were required to provide guaranteed delivery times for items that were both in stock and not in stock. Bidders were also required to provide after hours contacts and delivery times for emergency repair items. Bidders were informed that the bid would be awarded based upon total cost, delivery lead-time, and service. Specifications for materials included detailed requirements for specific components meeting the Water Department's current standard materials list. Quantities listed on the bid form are estimated and purchases will be on an as needed basis. The bid term was clearly stated as one year.

Bids were opened and read on Wednesday, February 23, 2011 at 11:00 AM. Two bidders responded. A bid tabulation is attached to this report for your review.

As noted previously, bidders were notified in the bid documents that the award of the bid would be based upon total cost of all items, availability, delivery lead time, emergency response time, and compliance

TOWN COUNCIL ACTION REPORT

with specifications. Bidders were also required to complete and sign a guarantee of delivery and service form. Shown below is a summary of the responses of the bidders regarding number of items bid, number of items in stock, delivery times, and emergency response information.

<u>Bidder</u>	<u>Items Bid</u>	<u>#of Items in Stock</u>	<u>Lead Time Stock Items</u>	<u>Lead Time Non-Stock</u>	<u>Emergency Response Time</u>
Water Products	118 (all)	118	30 minutes	4 hr to 2 days	30 minutes
Schulte Supply	5	0	none in stock	no time limit	Not Avail.

Comparing number of stock items, lead times and emergency response time, Water Products provides dramatically better availability and service. Although the prices for the items that Schulte Supply bid are lower than those bid by Water Products none of the items are in stock and delivery time is not guaranteed. Overall, prices were up 3.0% over FY2010-11. The most notable increases were in the cost of copper which increased an average of 36%.

Based upon the analysis of the bids outlined above, staff is recommending acceptance of the bid from Water Products Co. Inc. for water main materials at the prices bid and at the quantities actually required during the upcoming FY2011-12.

---- Water Products ----

---- Schulte Supply ----

	Description	Quantity	Unit	Price	Total Price	In Stock	Price	Total Price	In Stock
1	Copper Pipe, Seamless	100	FT	\$ 5.74	\$ 574.00	YES		\$ -	NO
2	Copper Pipe, Seamless	500	FT	\$ 7.47	\$ 3,735.00	YES		\$ -	NO
3	Copper Pipe, Seamless	100	FT	\$ 12.46	\$ 1,246.00	YES		\$ -	NO
4	Copper Pipe, Seamless	200	FT	\$ 20.08	\$ 4,016.00	YES		\$ -	NO
5	Rigid Copper Pipe, 1 1/2" X 20'	60	FT	\$ 11.72	\$ 703.20	YES		\$ -	NO
6	Rigid Copper Pipe, 2" X 20'	60	FT	\$ 18.05	\$ 1,083.00	YES		\$ -	NO
7	Corporation Stop, AWWA/CC Thread, Compression	12	EA	\$ 20.50	\$ 246.00	YES		\$ -	NO
8	Corporation Stop, AWWA/CC Thread, Compression	50	EA	\$ 31.00	\$ 1,550.00	YES		\$ -	NO
9	Corporation Stop, AWWA/CC Thread, Compression	12	EA	\$ 80.00	\$ 960.00	YES		\$ -	NO
10	Corporation Stop, AWWA/CC Thread, Compression	12	EA	\$ 140.00	\$ 1,680.00	YES		\$ -	NO
11	Curb Stop, Flathead CTS Compression x CTS Compression	12	EA	\$ 41.00	\$ 492.00	YES		\$ -	NO
12	Curb Stop, Flathead CTS Compression x CTS Compression	50	EA	\$ 60.00	\$ 3,000.00	YES		\$ -	NO
13	Curb Stop, Flathead CTS Compression x CTS Compression	12	EA	\$ 135.00	\$ 1,620.00	YES		\$ -	NO
14	Curb Stop, Flathead CTS Compression x CTS Compression	12	EA	\$ 188.00	\$ 2,256.00	YES		\$ -	NO

15	Curb Box Complete, Arch Style, Erie Pattern, 1" Upper with Rod, with Two Hole Erie Pattern Lid	100	EA	\$ 35.50	\$ 3,550.00	YES		\$ -	NO
16	Curb Box Complete, Arch Style, Erie Pattern, 1" Upper with Rod, with Two Hole Erie Pattern Lid	10	EA	\$ 58.00	\$ 580.00	YES		\$ -	NO
17	5 1/4" Non-Metallic Adjustable Valve Box Lid Marked "Water"	50	EA	\$ 95.00	\$ 4,750.00	YES		\$ -	NO
18	Valve Box Stabilizer - Non Metallic	50	EA	\$ 20.00	\$ 1,000.00	YES		\$ -	NO
19	1", 3 Part Union, 22 CTS Compression x 22 CTS Compression	36	EA	\$ 13.00	\$ 468.00	YES		\$ -	NO
20	1 1/2", 3 Part Union, 22 CTS Compression x 22 CTS Compression	12	EA	\$ 40.00	\$ 480.00	YES		\$ -	NO
21	2", 3 Part Union, 22 CTS Compression x 22 CTS Compression	12	EA	\$ 53.00	\$ 636.00	YES		\$ -	NO
22	4" Resilient Wedge Tapping Valve, W/ Stainless Steel Bolts Ductile Iron	6	EA	\$ 444.00	\$ 2,664.00	YES		\$ -	NO
23	6" Resilient Wedge Tapping Valve, W/ Stainless Steel Bolts Ductile Iron	6	EA	\$ 616.00	\$ 3,696.00	YES		\$ -	NO
24	8" Resilient Wedge Tapping Valve, W/ Stainless Steel Bolts Ductile Iron	12	EA	\$ 890.00	\$ 10,680.00	YES		\$ -	NO
25	10" Resilient Wedge Tapping Valve, W/ Stainless Steel Bolts Ductile Iron	1	EA	\$ 1,326.00	\$ 1,326.00	YES		\$ -	NO
26	12" Resilient Wedge Tapping Valve, W/ Stainless Steel Bolts Ductile Iron	2	EA	\$ 2,005.00	\$ 4,010.00	YES		\$ -	NO
27	16" Resilient Wedge Tapping Valve, W/ Stainless Steel Bolts Ductile Iron	1	EA	\$ 5,220.00	\$ 5,220.00	YES		\$ -	NO
28	18" Resilient Wedge Tapping Valve, W/ Stainless Steel Bolts Ductile Iron	1	EA	\$ 10,500.00	\$ 10,500.00	YES		\$ -	NO
29	4" Resilient Wedge Mechanical Joint Gate Valve Ductile Iron, W/ Stainless Steel Bolts	5	EA	\$ 335.00	\$ 1,675.00	YES		\$ -	NO
30	6" Resilient Wedge Mechanical Joint Gate Valve Ductile Iron, W/ Stainless Steel Bolts	12	EA	\$ 425.00	\$ 5,100.00	YES		\$ -	NO
31	8" Resilient Wedge Mechanical Joint Gate Valve Ductile Iron, W/ Stainless Steel Bolts	5	EA	\$ 675.00	\$ 3,375.00	YES		\$ -	NO
32	10" Resilient Wedge Mechanical Joint Gate Valve Ductile Iron, W/ Stainless Steel Bolts	1	EA	\$ 1,055.00	\$ 1,055.00	YES		\$ -	NO
33	12" Resilient Wedge Mechanical Joint Gate Valve Ductile Iron, W/ Stainless Steel Bolts	1	EA	\$ 1,334.00	\$ 1,334.00	YES		\$ -	NO

34	4 X 4 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 292.00	\$ 292.00	YES		\$ -	NO
35	6 X 4 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 305.00	\$ 305.00	YES		\$ -	NO
36	6 X 6 All Stainless Tapping Sleeve w/ stainless bolts	3	EA	\$ 339.00	\$ 1,017.00	YES		\$ -	NO
37	8 X 4 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 309.00	\$ 309.00	YES		\$ -	NO
38	8 X 6 All Stainless Tapping Sleeve w/ stainless bolts	6	EA	\$ 350.00	\$ 2,100.00	YES		\$ -	NO
39	8 X 8 All Stainless Tapping Sleeve w/ stainless bolts	2	EA	\$ 540.00	\$ 1,080.00	YES		\$ -	NO
40	10 X 4 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 350.00	\$ 350.00	YES		\$ -	NO
41	10 X 6 All Stainless Tapping Sleeve w/ stainless bolts	2	EA	\$ 375.00	\$ 750.00	YES		\$ -	NO
42	10 X 8 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 450.00	\$ 450.00	YES		\$ -	NO
43	12 X 4 All Stainless Tapping Sleeve w/ stainless bolts	2	EA	\$ 510.00	\$ 1,020.00	YES		\$ -	NO
44	12 X 6 All Stainless Tapping Sleeve w/ stainless bolts	4	EA	\$ 520.00	\$ 2,080.00	YES		\$ -	NO
45	12 X 8 All Stainless Tapping Sleeve w/ stainless bolts	3	EA	\$ 675.00	\$ 2,025.00	YES		\$ -	NO

46	12 X 12 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 1,050.00	\$ 1,050.00	YES		\$ -	NO
47	16 X 4 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 690.00	\$ 690.00	YES		\$ -	NO
48	16 X 6 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 775.00	\$ 775.00	YES		\$ -	NO
49	16 X 8 All Stainless Tapping Sleeve w/ stainless bolts	4	EA	\$ 875.00	\$ 3,500.00	YES		\$ -	NO
50	16 X 12 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 1,325.00	\$ 1,325.00	YES		\$ -	NO
51	16 X 16 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 2,150.00	\$ 2,150.00	YES		\$ -	NO
52	18 X 4 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 760.00	\$ 760.00	YES		\$ -	NO
53	18 X 6 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 800.00	\$ 800.00	YES		\$ -	NO
54	18 X 8 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 865.00	\$ 865.00	YES		\$ -	NO
55	18 X 16 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 2,600.00	\$ 2,600.00	YES		\$ -	NO
56	20 X 6 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 825.00	\$ 825.00	YES		\$ -	NO

57	20 X 8 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 900.00	\$ 900.00	YES		\$ -	NO
58	20 X 12 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 1,540.00	\$ 1,540.00	YES		\$ -	NO
59	20 X 16 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 2,550.00	\$ 2,550.00	YES		\$ -	NO
60	20 X 18 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 3,100.00	\$ 3,100.00	YES		\$ -	NO
61	20 X 20 All Stainless Tapping Sleeve w/ stainless bolts	1	EA	\$ 4,500.00	\$ 4,500.00	YES		\$ -	NO
62	Hydrastop Line Stop Sleeve	4	EA	\$ 775.00	\$ 3,100.00	YES		\$ -	NO
63	Hydrastop Line Stop Sleeve	12	EA	\$ 960.00	\$ 11,520.00	YES		\$ -	NO
64	Hydrastop Line Stop Sleeve	2	EA	\$ 1,140.00	\$ 2,280.00	YES		\$ -	NO
65	Hydrastop Line Stop Sleeve	2	EA	\$ 1,975.00	\$ 3,950.00	YES		\$ -	NO
66	Hydrastop Line Stop Sleeve	2	EA	\$ 2,200.00	\$ 4,400.00	YES		\$ -	NO
67	4 " Full Circle All Stainless Steel Repair Clamp 7 1/2" to 8" long	6	EA	\$ 55.00	\$ 330.00	YES		\$ -	NO
68	4 " Full Circle All Stainless Steel Repair Clamp 12" to 12.5" long	6	EA	\$ 90.00	\$ 540.00	YES		\$ -	NO
69	4 " Full Circle All Stainless Steel Repair Clamp Minimum 20" long	2	EA	\$ 150.00	\$ 300.00	YES		\$ -	NO
70	4 " Full Circle All Stainless Steel Repair Clamp Minimum 24" long	2	EA	\$ 178.00	\$ 356.00	YES		\$ -	NO
71	6" Full Circle All Stainless Steel Repair Clamp 7 1/2" to 8" long	12	EA	\$ 68.00	\$ 816.00	YES		\$ -	NO

72	6" Full Circle All Stainless Steel Repair Clamp 12" to 12.5" long	12	EA	\$ 100.00	\$ 1,200.00	YES		\$ -	NO
73	6" Full Circle All Stainless Steel Repair Clamp Minimum 24" long	2	EA	\$ 222.00	\$ 444.00	YES		\$ -	NO
74	6" Full Circle All Stainless Steel Repair Clamp Minimum 36" long	2	EA	\$ 320.00	\$ 640.00	YES		\$ -	NO
75	8" Full Circle All Stainless Steel Repair Clamp 7 1/2" to 8" long	8	EA	\$ 78.00	\$ 624.00	YES		\$ -	NO
76	8" Full Circle All Stainless Steel Repair Clamp 12" to 12.5" long	6	EA	\$ 125.00	\$ 750.00	YES		\$ -	NO
77	8" Full Circle All Stainless Steel Repair Clamp Minimum 24" long	2	EA	\$ 260.00	\$ 520.00	YES		\$ -	NO
78	8" Full Circle All Stainless Steel Repair Clamp Minimum 30" long	2	EA	\$ 295.00	\$ 590.00	YES		\$ -	NO
79	10" Full Circle All Stainless Steel Repair Clamp 12" to 12.5" long	2	EA	\$ 160.00	\$ 320.00	YES		\$ -	NO
80	10" Full Circle All Stainless Steel Repair Clamp Minimum 24" long	2	EA	\$ 310.00	\$ 620.00	YES		\$ -	NO
81	10" Full Circle All Stainless Steel Repair Clamp Minimum 30" long	2	EA	\$ 355.00	\$ 710.00	YES		\$ -	NO
82	12" Full Circle All Stainless Steel Repair Clamp 12" to 12.5" long	2	EA	\$ 185.00	\$ 370.00	YES		\$ -	NO
83	12" Full Circle All Stainless Steel Repair Clamp Minimum 24" long	2	EA	\$ 340.00	\$ 680.00	YES		\$ -	NO
84	12" Full Circle All Stainless Steel Repair Clamp Minimum 30" long	2	EA	\$ 420.00	\$ 840.00	YES		\$ -	NO
85	16" Full Circle All Stainless Steel Repair Clamp Minimum 20" long	1	EA	\$ 515.00	\$ 515.00	YES		\$ -	NO

86	16" Full Circle All Stainless Steel Repair Clamp Minimum 24" long	1	EA	\$ 795.00	\$ 795.00	YES		\$ -	NO
87	18" Full Circle All Stainless Steel Repair Clamp Minimum 30" long	2	EA	\$ 925.00	\$ 1,850.00	YES		\$ -	NO
88	18" Full Circle All Stainless Steel Repair Clamp Minimum 36" long	2	EA	\$ 1,120.00	\$ 2,240.00	YES		\$ -	NO
89	20" Full Circle All Stainless Steel Repair Clamp Minimum 24" long	1	EA	\$ 715.00	\$ 715.00	YES		\$ -	NO
90	20" Full Circle All Stainless Steel Repair Clamp Minimum 30" long	1	EA	\$ 925.00	\$ 925.00	YES		\$ -	NO
91	4" X 1 1/2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	1	EA	\$ 45.00	\$ 45.00	YES		\$ -	NO
92	4" X 2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	1	EA	\$ 45.00	\$ 45.00	YES		\$ -	NO
93	6" X 1 1/2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	2	EA	\$ 52.00	\$ 104.00	YES		\$ -	NO
94	6 X 2 Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	4	EA	\$ 52.00	\$ 208.00	YES		\$ -	NO
95	8 X 1 1/2 Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	2	EA	\$ 60.00	\$ 120.00	YES		\$ -	NO
96	8" X 2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	4	EA	\$ 60.00	\$ 240.00	YES		\$ -	NO
97	10" X 1 1/2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	2	EA	\$ 74.00	\$ 148.00	YES		\$ -	NO
98	10" X 2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	2	EA	\$ 74.00	\$ 148.00	YES		\$ -	NO

99	12" X 1 1/2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	2	EA	\$ 85.00	\$ 170.00	YES		\$ -	NO
100	12" X 2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	4	EA	\$ 85.00	\$ 340.00	YES		\$ -	NO
101	16" X 1 1/2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	1	EA	\$ 112.00	\$ 112.00	YES		\$ -	NO
102	16" X 2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	1	EA	\$ 112.00	\$ 112.00	YES		\$ -	NO
103	18" X 1 1/2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	1	EA	\$ 120.00	\$ 120.00	YES		\$ -	NO
104	18" X 2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	1	EA	\$ 120.00	\$ 120.00	YES		\$ -	NO
105	20" X 1 1/2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	1	EA	\$ 139.00	\$ 139.00	YES		\$ -	NO
106	20" X 2" Service Saddle, Epoxy Coated With Double SS Straps, CC Threads	1	EA	\$ 139.00	\$ 139.00	YES		\$ -	NO
<hr/>									
107	2 - 2 1/2" Nozzles and 1- 4" Nozzle, 5 1/4" Valve, 4' Bury, National Standard Nozzle Threads, 6" MJ Inlet, Counterclockwise to open, Traffic Flange Design	4	EA	\$ 1,475.00	\$ 5,900.00	YES	\$ 1,372.50	\$ 5,490.00	NO
108	2 - 2 1/2" Nozzles and 1- 4" Nozzle, 5 1/4" Valve, 4.5' Bury, National Standard Nozzle Threads, 6" MJ Inlet, Counterclockwise to open, Traffic Flange Design	6	EA	\$ 1,506.00	\$ 9,036.00	YES	\$ 1,404.38	\$ 8,426.28	NO
109	2 - 2 1/2" Nozzles and 1- 4" Nozzle, 5 1/4" Valve, 5' Bury, National Standard Nozzle Threads, 6" MJ Inlet, Counterclockwise to open, Traffic Flange Design	30	EA	\$ 1,540.00	\$ 46,200.00	YES	\$ 1,436.25	\$ 43,087.50	NO

110	2 - 2 1/2" Nozzles and 1- 4" Nozzle, 5 1/4" Valve, 5.5' Bury, National Standard Nozzle Threads, 6" MJ Inlet, Counterclockwise to open, Traffic Flange Design	4	EA	\$ 1,575.00	\$ 6,300.00	YES	\$ 1,468.13	\$ 5,872.52	NO
111	2 - 2 1/2" Nozzles and 1- 4" Nozzle, 5 1/4" Valve, 6' Bury, National Standard Nozzle Threads, 6" MJ Inlet, Counterclockwise to open, Traffic Flange Design	4	EA	\$ 1,610.00	\$ 6,440.00	YES	\$ 1,500.00	\$ 6,000.00	NO
112	4" Megalug Mechanical Joint Restraint	12	EA	\$ 27.50	\$ 330.00	YES		\$ -	NO
113	6" Megalug Mechanical Joint Restraint	20	EA	\$ 34.00	\$ 680.00	YES		\$ -	NO
114	8" Megalug Mechanical Joint Restraint	6	EA	\$ 44.00	\$ 264.00	YES		\$ -	NO
115	10" Megalug Mechanical Joint Restraint	6	EA	\$ 65.00	\$ 390.00	YES		\$ -	NO
116	12" Megalug Mechanical Joint Restraint	6	EA	\$ 88.50	\$ 531.00	YES		\$ -	NO
117	16" Megalug Mechanical Joint Restraint	6	EA	\$ 142.00	\$ 852.00	YES		\$ -	NO
118	18" Megalug Mechanical Joint Restraint	6	EA	\$ 195.00	\$ 1,170.00	YES		\$ -	NO

\$ 248,311.20

TOWN COUNCIL ACTION REPORT

March 3, 2011

Motion to Award the Bid for a Portable Generator to ITT Water & Wastewater in the Amount of \$58,372.82

PREPARED BY: Steve Gerdes, Water Director

REVIEWED BY: Geoff Fruin, Assistant City Manager

BUDGET IMPACT: Funds in the amount of \$80,000 are available in account number 505-8040-434.75-10 of the Water Department's FY2010-11 budget. This bid results in a budget savings of \$21,627.18.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: None

BACKGROUND

The Water Department has numerous wells and a booster pump station without standby electrical power. Of greatest concern has been the North Booster Station which pumps water to the higher pressure zone for the north part of Normal. For many years, the available storage from Elevated Tank #3 was more than adequate to provide water supply to this area during power outages lasting any reasonable length of time. Over the years, the actual water demands from this booster station and elevated tank have grown as development occurred north of Raab Road and west of Pipeline Road.

Due to the increasing demands placed upon the North Booster Station and elevated storage north of Raab Road, as well as the increased need for reliability, staff budgeted for a stand-by generator that could be utilized at the North Booster Station as well as other locations as needed. All of the proposed locations for the use of the stand-by generator have been previously fitted with the required transfer switches.

DISCUSSION/ANALYSIS

Specifications were developed for a 230 kVa portable generator that could be used at a number of different locations. Specifications were sent to four potential bidders. Bids were opened on Wednesday February 23, 2011 at 11:15 AM. Two bidders provided bids for the specified generator. The bid results are as follows:

<u>Bidder</u>	<u>Total Net Price</u>
Altorfer Inc. Bartonville, IL	\$95,800.00
ITT Water & Wastewater Tinley Park, IL	\$58,374.82

Staff is recommending award of the bid to ITT Water & Wastewater, Tinley Park, IL at a total cost of \$58,342.82 for a MMG 235 Magnum trailer mounted generator.

TOWN COUNCIL ACTION REPORT

March 3, 2011

Motion to Accept Bids for a New Sidewalk Installation and ADA Ramp Project and Award a Contract to J.G. Stewart Contractors, Inc. of Bloomington, IL in the Amount of \$19,796.30, and Request Approval to Add Additional Work at Various Locations Increasing the Contract to an Amount Not to Exceed \$28,990.49

PREPARED BY: Gene Brown, City Engineer

REVIEWED BY: Mark R. Peterson, City Manager
Geoff Fruin, Assistant City Manager

BUDGET IMPACT: Funding totaling \$28,990.00 is available from Line Item 224-5010-463.27-40 of the Community Development Block Grant Fund

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Bid Tabulation
Locations of Proposed Work

BACKGROUND

This project includes construction of new sidewalks where none exist now and ADA ramp improvements at various locations. Tables showing locations of proposed work are attached. This project includes construction of approximately twenty ADA ramps at various locations.

DISCUSSION/ANALYSIS

Bids for the 2010 - 2011 Miscellaneous Sidewalk Improvements– New Sidewalk Installation and ADA Ramps were received, opened and read at 10:00 a.m. on Friday, February 25, 2010.

A summary of the bids is shown below.

WAS CON Co. Hammond, IL	\$19,883.50
Schmoldt & Daniels Masonry, Inc. Springfield, IL	\$22,184.45
Rowe Construction Co. Bloomington, IL	\$26,212.40

TOWN COUNCIL ACTION REPORT

Thornton Rave Construction Bloomington, IL	\$38,612.35
J.G. Stewart Contractors, Inc. Bloomington, IL	\$19,796.30
Stark Excavating, Inc. Bloomington, IL	\$22,979.00
Felmley – Dickerson Co. Bloomington, IL	\$21,072.50

Engineering has reviewed the bid documents and found them to be acceptable. The low bid is 28% under the engineer's estimate of \$27,677.25. Engineering recommends awarding a contract to J.G. Stewart Contractors, Inc. in the amount of \$19,796.30.

The project is being funded with American Recovery and Reinvestment Act (ARRA) dollars that were made available through the Community Development Block Grant (CDBG) program. Total grant funding for this project equals \$28,990.49. Staff requests approval to add additional quantities of work at locations to be determined to increase the amount of this contract to the grant funded level. By doing this the Town can make sure that all grant funds are spent in accordance with the timeliness provisions in the ARRA legislation.

A complete bid tabulation is attached.

New Sidewalk Installation and ADA Ramps
 Bid Tabulation
 February 25, 2011
 10:00 a.m.

ITEM	QUANTITY	UNIT	2011 Engineers Estimate		J.G. Stewart Contractors, Inc Bloomington, IL		WASCON Co. Hammond, IL		Felmley-Dickerson Co. Bloomington, IL		Schmoldt & Daniels Masonry, Inc Springfield, IL	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Sidewalk Removal	1,175	S.F.	\$3.25	\$3,818.75	\$1.84	\$2,162.00	\$1.70	\$1,997.50	\$2.20	\$2,585.00	\$2.60	\$3,055.00
PCC Sidewalk - 4"	1,500	S.F.	\$7.80	\$11,700.00	\$5.17	\$7,755.00	\$5.05	\$7,575.00	\$5.65	\$8,475.00	\$5.75	\$8,625.00
PCC Sidewalk - 6"	120	S.F.	\$8.80	\$1,056.00	\$5.47	\$656.40	\$3.05	\$366.00	\$6.25	\$750.00	\$6.50	\$780.00
Curb Removal for ADA Ramps (partial by saw cut)	120	Foot	\$22.50	\$2,700.00	\$19.74	\$2,368.80	\$20.00	\$2,400.00	\$22.00	\$2,640.00	\$21.00	\$2,520.00
Side Curb for ADA Ramps	305	Foot	\$10.50	\$3,202.50	\$6.74	\$2,055.70	\$9.00	\$2,745.00	\$6.50	\$1,982.50	\$7.49	\$2,284.45
PCC Sidewalk - Detectable Warnings	160	S.F.	\$32.50	\$5,200.00	\$29.99	\$4,798.40	\$30.00	\$4,800.00	\$29.00	\$4,640.00	\$30.75	\$4,920.00
Total				\$27,677.25		\$19,796.30		\$19,883.50		\$21,072.50		\$22,184.45

ITEM	QUANTITY	UNIT	2011 Engineers Estimate		Stark Excavating, Inc. Bloomington, IL		Rowe Construction Co. Bloomington, IL		Thorton Rave Construction Bloomington, IL	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Sidewalk Removal	1,175	S.F.	\$3.25	\$3,818.75	\$2.00	\$2,350.00	\$2.83	\$3,325.25	\$4.37	\$5,134.75
PCC Sidewalk - 4"	1,500	S.F.	\$7.80	\$11,700.00	\$6.20	\$9,300.00	\$6.32	\$9,480.00	\$12.12	\$18,180.00
PCC Sidewalk - 6"	120	S.F.	\$8.80	\$1,056.00	\$7.20	\$864.00	\$8.63	\$1,035.60	\$14.49	\$1,738.80
Curb Removal for ADA Ramps (partial by saw cut)	120	Foot	\$22.50	\$2,700.00	\$23.00	\$2,760.00	\$11.61	\$1,393.20	\$30.47	\$3,656.40
Side Curb for ADA Ramps	305	Foot	\$10.50	\$3,202.50	\$9.00	\$2,745.00	\$13.39	\$4,083.95	\$15.68	\$4,782.40
PCC Sidewalk - Detectable Warnings	160	S.F.	\$32.50	\$5,200.00	\$31.00	\$4,960.00	\$43.09	\$6,894.40	\$32.00	\$5,120.00
Total				\$27,677.25		\$22,979.00		\$26,212.40		\$38,612.35

Table II ADA Ramp Locations

	Sidewalk Removal	PCC Sidewalk 4"	Curb Removal for ADA Ramps	Side Curb for ADA Ramps	PCC Sidewalk Detectable Warnings
Location(s)	(S.F.)	(S.F.)	(Foot)	(Foot)	(S.F.)
Bone @ JoAnn (SW & SE corners)	68	85	9.5	30	16
Robert @ Christy (NE & SE corners)	177.4	190	11	30	16
Sandra @ Dunray (NE & SE corners)	122	150	11	30	16
Sandra @ Judine (NE corner)	112.6	130	12	15	8
Rebecca @ Judine (NW & NE corners)	79.6	95	9.5	30	16
Cambridge @ Bryan (SE corner)	52.5	42	0	18.5	8
Foster @ Bryan (SE corner)	30	32	5.5	15	8
Bone @ Ebel (SE corner)	111.8	130	9.5	15	8
Bone @ Cook (NE corner)	42	60	5.5	15	8
Bone @ Liston (NE & SE corners)	170.4	185	16.5	30	16
Bone @ Tompkins (NE, SE & SW corners)	144.6	160	20.5	45	24
Bone @ King (NE & SE corners)	56.8	70	8	30	16
Totals	1167.7	1329	118.5	303.5	160

TOWN COUNCIL ACTION REPORT

March 3, 2011

Resolution Approving an Agreement with Vintage Tech Recyclers, Inc. for the Processing of Recycled Electronic Products

PREPARED BY: Robin Weaver, Director of Public Works

REVIEWED BY: Pamela S. Reece, Deputy City Manager
Tom Ramirez, Waste Removal Supervisor

BUDGET IMPACT: There will be no cost for this service. The budget impact is neutral as the Town currently receives a grant from the McLean County Solid Waste Disposal Fee Fund to offset the cost of this service.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution
Proposed Agreement

BACKGROUND

The Town of Normal has contracted for the removal and recycling of electronic products since 2002. Initially the Town collected used electronic products at once-a-month recycling drive events. In 2005 the Town received a grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) to initiate a weekday program for the drop off of electronic products. Since then, the Town has annually applied and received a recycling grant from the McLean County Solid Waste Fee Fund to offset the cost to transport and recycle the electronic products.

Resident participation in the electronics recycling program has been very high as evidenced by the 35% increase in products. In addition the Illinois Environmental Protection Agency (IEPA) requires that electronic products be recycled. Public Act 95-0959, Electronic Products Recycling & Reuse Act, became law in Illinois in September 2008. The law establishes a statewide system for recycling and/or reusing computers, monitors, televisions, and printers discarded from residences by requiring electronic manufacturers and retailers to financially participate in the management of discarded and unwanted electronic products. Beginning January 1, 2010 the Illinois EPA proportionately assigned the first annual recycling goal of 31 million pounds among all registered electronics manufacturers.

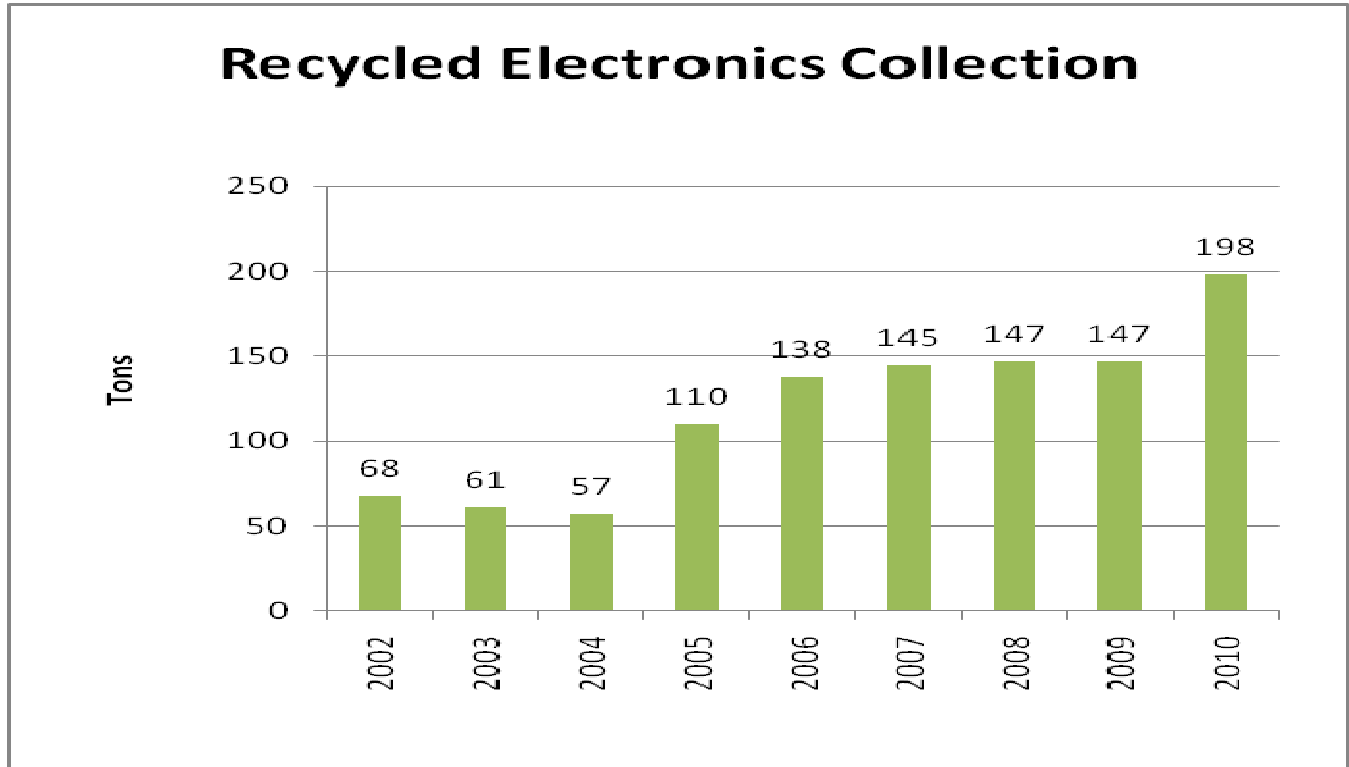
The Electronic Products Recycling & Reuse Act established management of two product categories:

1. Covered Electronic Devices (CEDs) which includes computers, computer monitors, televisions, and printers and,
2. Eligible Electronic Devices (EEDs), which includes mobile telephones; computer cable, mouse or keyboards; facsimile machines; MP3 players; portable digital assistants; video

TOWN COUNCIL ACTION REPORT

game consoles; video cassette recorders/players, digital video disk players, or similar devices; zip drives, and scanners.

Electronics recycling is available Monday through Friday from 7 AM to 2 PM at the Public Works Service Center at 1301 Warriner Street.



DISCUSSION/ANALYSIS

Following competitive bids, in April 2010 the Town awarded a two year contract to Vintage Tech Recyclers, Inc. based on a \$100 per 24 ft. box truck or \$200 per 53 ft. semi-truck transfer cost and a \$.15 per pound charge for electronic devices which are not covered or eligible. This is approximately one half of the expense of the previous vendor. The grant total was \$20,000 based on previous contract charges. The actual cost this fiscal year will be less than \$13,000 and grant funds will remain unspent despite the 35% increase in the amount of electronic products recycled. The vendor has requested a new two year contract with no charges to the Town of Normal. The market for components of recycled electronic products has improved and our recycled goods are both high in quality and high in bulk amount.

Staff has checked with other communities which have electronic product recycling and found only one which received money for their recyclables. In that particular case, the electronics were sorted and processed by city staff prior to hauling. Vintage Tech has provided excellent service. In addition the firm advised us that they will not be charging for the balance of the current contract despite terms which enable them to do so.

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ELECTRONICS RECYCLING COLLECTION AGREEMENT WITH VINTAGE TECH RECYCLERS, INC.

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

WHEREAS, Vintage Tech Recyclers, Inc. agrees to accept, process and market electronic equipment collected by the Town of Normal through its public recycling program; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into an Electronics Recycling Collection Agreement with Vintage Tech Recyclers, Inc. for the period March 1, 2011 through March 31, 2013.

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 on behalf of the Town of Normal, Illinois, an Electronics Recycling Collection Agreement with Vintage Tech Recyclers, Inc. for the processing of recycled electronic equipment. A copy of said Agreement is marked Exhibit A, attached hereto 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 to retain a fully executed original of said Agreement in her office for public inspection.

Adopted this _____ day of _____, 2011.

APPROVED:

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

ATTEST:

Town Clerk

(seal)

ELECTRONICS RECYCLING COLLECTION AGREEMENT

This Agreement, effective March 1st, 2011 and ending March 31st, 2013, is entered into by and between The Town of Normal in Normal, IL (hereinafter referred to as the TOWN) and Vintage Tech Recyclers, Inc. Romeoville, IL (hereinafter referred to as VINTAGE TECH).

SECTION 1: SCOPE OF SERVICES

VINTAGE TECH agrees to accept, process, and market electronic equipment collected by the TOWN through its public recycling program. Items to be collected, processed, and marketed include:

- (1) "Covered Electronic Devices (CEDs)", including computers, computer monitors, televisions, and printers.
- (2) "Eligible Electronic Devices (EEDs)", including mobile telephones; computer cable, mouse or keyboards; facsimile machines; MP3 players; portable digital assistants; video game consoles; video cassette recorders/players, digital video disk players, or similar devices; zip drives, and scanners.
- (3) Other electronic devices such as microwave ovens, telephones, stereos, radios, and small household appliances.

VINTAGE TECH cannot accept large home appliances (including air conditioners, stoves, refrigerators, freezers, etc.) or household hazardous waste (including paint, cleaners, etc.).

The Town of Normal will (1) conduct all promotion and advertisement for the collection events/sites; (2) provide the collection site, labor, and equipment necessary to conduct the collection; (3) place items into gaylord boxes or on pallets directly, following the sorting and packaging guidelines that are agreed upon; and (4) operating and securing the site during open and closed hours.

SECTION 2: TERM

This Agreement is for the electronic recycling services to be provided exclusively by Vintage Tech Recyclers, Inc from March 1st, 2011 through March 31st, 2013.

SECTION 3: PERMANENT SITE COLLECTION SCHEDULE:

Weekly hours: Monday through Friday, 7:00 a.m. to 2:00 p.m.

SECTION 4: REPORTING

Within thirty (30) days of pick up or delivery, VINTAGE TECH will provide the TOWN with a detailed summary of the amount (pounds) of material processed. The materials will be categorized into five categories: monitors, computers, televisions, and miscellaneous (Non EED's and CED's), and will be sent via email to the following:

Tom Ramirez- tramirez@normal.org
The Town of Normal
100 Phoenix Ave.
Normal, IL 61761

SECTION 6: CHANGES

The TOWN or VINTAGE TECH may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the TOWN and VINTAGE TECH shall be incorporated only in written amendments to this Agreement.

SECTION 7: HOLD HARMLESS

VINTAGE TECH agrees to assume all risk of loss and to indemnify and hold the TOWN, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of Contractor's or its subcontractor's negligent or intentional acts or omissions.

VINTAGE TECH further agrees to maintain adequate insurance against such risks. Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect TOWN from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in amount required by law.

Contractor also assumes full responsibility for and shall indemnify the TOWN for all loss or damage of whatsoever kind and nature to any and all TOWN property resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or its subcontractor. Contractor shall do nothing to prejudice the TOWN right to recover against third parties for any loss, destruction of, or damage to TOWN property, and shall upon request and at the TOWN's expense, furnish to the TOWN all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the TOWN in obtaining recovery.

SECTION 8: TERMINATION

The TOWN or VINTAGE TECH may terminate this Agreement at any time upon material breach by either party, upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, the obligations of VINTAGE TECH under Section 7 above shall survive and not be affected by any termination of this Agreement or by its expiration. In the event of such termination, the parties will be paid for services performed or amounts due for material processed up to the date of such termination and not thereafter.

SECTION 9: REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the TOWN and VINTAGE TECH arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of McLean County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

SECTION 10: SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the TOWN and VINTAGE TECH respectively and their partners, successors, assigns, and legal representatives. Neither the TONWN nor VINTAGE TECH shall have the right to assign,

transfer or sublet their interest or obligations hereunder without the written consent of the other party.

DEFINITIONS: The following definitions shall be used for this Agreement:

APPLIANCES:

LARGE APPLIANCES / WHITE GOODS - shall mean items that fall under the classification of appliances, including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated byphenyles). Items such as refrigerators, freezers, ranges, water heaters, air conditioners, humidifiers, and other similar domestic and commercial large appliances as defined by 415 ILCS 5/22.28.

SMALL APPLIANCES – shall include all blenders, fans, microwaves, toasters, toaster ovens and miscellaneous small items with a cord or computer chip.

CATHODE RAY TUBES GLASS – shall mean a cathode ray tube (CRT) glass video display component of an electronic device (usually a computer or television monitor).

COLLECTION TRAILER – shall mean a metal box with doors, similar to a shipping container or a semi-trailer. It shall vary in length and shall contain pallets and Gaylord boxes to be filled with electronic items.

COVERED ELECTRONIC DEVICES (CED) – Electronic products for which manufacturers receive full credit under the 2008 Illinois Electronics Recycling and Reuse Act that includes: Computers (including laptops), Computer Monitors, Televisions and Printers discarded through the residential waste stream only.

ELECTRONIC ITEMS – shall include EEDs, CEDs computers, computer monitors, Laptops, TV's, and all printers, battery back-ups, portable stereos, telephones, radios, wires, calculators, copiers, fax machines, voting machines, typewriters, blenders, fans, microwaves, toasters, toaster ovens and miscellaneous small items with a cord or a computer chip.

ELIGIBLE ELECTRONIC DEVICES (EED) –shall mean the following devices: mobile phone, computer cable, mouse, or keyboard; stand alone fax; MP3 players; PDA; video game console; video cassette player/recorder; DVD player; zip drive or scanner. These are devices eligible for credit to the manufacturers through State of Illinois Environmental Protection Agency rules.

MANUFACTURER – shall mean electronics manufacturers responsible for recycling or refurbishing E-Waste under the Illinois 2008 Electronic Products Recycling & Reuse Act, (415 ILCS 150/1 *et seq.*) with rules governed by the State of Illinois Environmental Protection Agency.

PALLET – shall mean a flat means of transport, usually made of wood or plastic, that can be lifted with a forklift.

PROCESSING – shall mean any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse or recycling.

RESPONSIBLE RECYCLING PRACTICES – shall mean a set of guidelines for accredited certification programs to assess electronics recyclers' environmental, worker health and safety, and security practices, to be known as R2 upon completion of development by the U.S. EPA.

SCHEDULED COLLECTION DAY – shall mean the specific Drop-off site to receive electronic collection service from the Contractor.

WHEELED TRAILER – shall mean a standard metal container supported at its closed forward end by a truck or jack and supported in the rear by two "tandem" axles, each of which has dual wheels. The rear features door access to the inside of the trailer.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

Name:
Title:
The Town of Normal

Karrie Gibson
President
Vintage Tech Recyclers, Inc.

Date: _____

Date: _____

Exhibit A

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.

3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in the performance of this contract are manufactured or produced in the United States.
12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
17. Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.
18. **Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.**

Done this _____ day of March, 2011

Contractor

TOWN COUNCIL ACTION REPORT

March 3, 2011

Resolution Authorizing the Execution of an Agreement with the Illinois Department of Transportation to Use \$1,280,000 in Federal Major Bridge Rehabilitation Funds for Replacement of the Broadway Bridge over the North Branch of Sugar Creek

PREPARED BY: Gene Brown, City Engineer

REVIEWED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: Funding in the amount of \$396,660 is available from Line Item 213-7045-431.48-46 in the Motor Fuel Tax Fund for the Town's share of the construction costs

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution, Proposed Agreement

BACKGROUND

The 2010 – 11 Motor Fuel Tax Fund has included funding for the replacement of the Broadway Bridge over the North Branch of Sugar Creek located between Florence Avenue and Archie Avenue. The Town was notified by IDOT in September 2007 that it had been awarded \$1,280,000 in Major Bridge Rehabilitation funds for this project in the state's fiscal year 2012 program which begins July 1, 2011.

The project consists of removal and replacement of the existing bridge with a new cast-in-place concrete box culvert. The work also includes roadway improvements approximately 170' north and south of the centerline of the bridge.

DISCUSSION/ANALYSIS

The total construction cost of the Broadway Bridge Replacement project is estimated to be \$1,600,000.00. This resolution will authorize an agreement with the Illinois Department of Transportation for the use of \$1,280,000.00 in Major Bridge Rehabilitation Funds for this project with the balance, or approximately \$320,000.00, being the responsibility of the Town.

A letting date for the project is scheduled for June 17, 2011. Construction would most likely begin in late July or early August and is expected to take approximately four months to complete.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION TO USE \$1,280,000 IN FEDERAL MAJOR BRIDGE REHABILITATION FUNDS FOR REPLACEMENT OF THE BROADWAY BRIDGE OVER THE NORTH BANK OF SUGAR CREEK

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 2010–11 Motor Fuel Tax Fund includes funding for the replacement of the Broadway Bridge over the north branch of Sugar Creek located between Florence Avenue and Archie Avenue; and

WHEREAS, the Town of Normal was notified by the Illinois Department of Transportation in September 2007 that the Town had been awarded \$1,280,000 in Major Bridge Rehabilitation Funds for said project; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into an Agreement with the Illinois Department of Transportation to use \$1,280,000 in Federal Major Bridge Rehabilitation Funds for the replacement of the Broadway Bridge over the north Branch of Sugar Creek Improvement Project.

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 for and on behalf of the Town of Normal, Illinois, an Agreement with the Illinois Department of Transportation to use \$1,280,000 in Federal Major Bridge Rehabilitation Funds for the Broadway Bridge over the north branch of Sugar Creek Improvement Project. A copy of said Agreement is marked Exhibit “A” 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 Agreement and retain in her office a fully executed copy of said Agreement.

ADOPTED this ____ day of _____, 2011

APPROVED:

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

ATTEST:

Town Clerk
(seal)



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency Normal, Town	State Contract X	Day Labor	Local Contract	RR Force Account
Section 07-00233-00-BR	Fund Type MBR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-343-09	BRS-5227(054)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Broadway Avenue Route _____ Length _____
 Termini Over North Branch Sugar Creek, 1.2 mile north northeast of 51 & 150

Current Jurisdiction Town of Normal Existing Structure No 057-7820

Project Description

Bridge removal and replacement and approach work

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,280,000	(*)		()	720,000	(Bal)	2,000,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 1,280,000		\$ _____		\$ 720,000		\$ 2,000,000

*80% Major Bridge funds NTE \$1,280,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Chris Koos

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
37-6001605 conducting business as a Governmental
Entity.

DUNS Number _____

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration

Date

TOWN COUNCIL ACTION REPORT

March 3, 2011

An Ordinance Amending Sections 7.15-5 and 11.1.5-11 of the Municipal Code of the Town of Normal Regarding Cross Connection Control Backflow Devices

PREPARED BY: Greg Troemel, Director of Inspections

REVIEWED BY: Steve Gerdes, Water Director

BUDGET IMPACT: N/A

**STAFF
RECOMMENDATION:** Approval

ATTACHMENTS: Proposed Amended Ordinance

BACKGROUND

Pursuant to the Illinois Environmental Protection Act, the operator of a public water supply system is required to obtain and keep records of cross connection and backflow prevention devices. The Inspection Department administers the Town's cross connection control program on behalf of the Water Department. In short, the program requires owners of high risk service connections to have the property surveyed to evaluate the potable water system for illegal cross connections and backflow prevention. The EPA act requires a survey every two years.

During the recent process of revising the software used to administer the cross connection program, it was determined the supporting ordinance could be more clear regarding the Town's ability to discontinue water service to a property for failure to comply with the program's survey requirements.

DISCUSSION/ANALYSIS

As the program is currently structured the owner is provided two notices, each allowing 30 days for the submittal of a survey. Failure to respond to the first two notices will result in a third and final 30-day notice whereby the owner is advised the water service will be discontinued for failure submit a survey.

The proposed amended ordinance specifically authorizes the Water Department to discontinue water service to a property for failure to submit a bi-annual cross connection survey as required by the EPA act. Staff respectfully requests the council approve this amendment as proposed.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 7.15-5 AND 11.1.5-11 OF THE MUNICIPAL CODE OF THE TOWN OF NORMAL REGARDING CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

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 operates a municipal water supply system; and

WHEREAS, pursuant to the Illinois Environmental Protection Act, the Illinois Environmental Protection Agency has established regulations which require the operator of a water supply system to obtain and keep records of cross connection and backflow prevention devices; and

WHEREAS, the Town of Normal has previously enacted ordinances to comply with State mandated program; and

WHEREAS, the Water Director desires to have an efficient means to obtain compliance with the State survey requirement and allow for discontinuance of water service to persons who do not comply with the survey requirements;

WHEREAS, it is the best interests of the health, safety and welfare of the citizens of Normal to amend the Town Code as provided herein.

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

SECTION ONE: That Section 7.15-5 of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended by inserting the following sentence at the beginning of that Section:

The Director of Water of the Town of Normal is authorized and may discontinue, after reasonable notice to the occupant thereof, the water service to any property which fails to provide any survey, inspection report or fee required by Town ordinance in regard to cross connections or backflow prevention.

SECTION TWO: That Section 11.1.5-11(A) of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended by inserting the following sentence at the beginning of that Section:

The Director of Water of the Town of Normal is authorized and may discontinue, after reasonable notice to the owner thereof, the water service to any property which fails to provide any survey, inspection report or fee required by this Division.

SECTION THREE: That the Municipal Code, Town of Normal, Illinois, 1969, as previously amended and as amended herein shall remain in full force and effect.

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

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

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

APPROVED:

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

ATTEST:

Town Clerk

(Seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2011, with ____ voting aye; ____ abstaining; ____ voting nay: and ____ absent.

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

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2011.

The foregoing ordinance was published in pamphlet form on the ___ day of _____, 2011.

General Orders

TOWN COUNCIL ACTION REPORT

March 3, 2011

Resolution Waiving the Formal Bid Process and Authorizing Staff to Negotiate a Management Contract with First Site, Ltd. to Manage Town-Owned Properties Located at 102 ½ and 104 ½ West North Street in Uptown Normal

PREPARED BY: Wayne Aldrich, Uptown Development Director

REVIEWED BY: Mark R. Peterson, City Manager
Viktor Schrader, Uptown Marketing Manager
Steven D. Mahrt, Corporation Counsel

BUDGET IMPACT: A potential annual revenue of approximately \$18,500 is possible with the rental of these apartments after payment of maintenance and management fees.

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution

BACKGROUND

On March 20, 2006, the Town Council authorized the purchase of 102 and 104 West North Street in Uptown. These properties were purchased in anticipation of future redevelopment on this block. Since these properties were purchased, the upstairs apartments have been vacant. The first floor retail space has been used for a leasing office by One Main Development, a local office for former Congresswoman Halvorson and an exhibit space called "Trans Space" used for exhibiting artwork produced by ISU students.

Due to the current economic climate, the time frame for redevelopment of these properties is unknown. It is desirable for these properties to be occupied to add to the overall vitality of the Uptown until the area is redeveloped. Town staff is currently seeking a tenant for the retail space at 104 W. North Street, which was recently vacated by One Main and former Congresswoman Halvorson. The retail space at 102 W. North continues to be occupied by the "Trans Space" gallery. Town staff now recommends the leasing of the second floor apartments. If left vacant, these spaces will deteriorate and the maintenance will be the responsibility of the Town.

A total of three units are available for leasing – 102½, 104½ A and 104½B. Town staff has requested a proposal for the management of these apartments from First Site Apartments. As you may know, First Site offices are located in Uptown, and they currently own and manage the apartments located at 138 East Beaufort ("The Lofts"). They also have past experience managing apartments in existing buildings over retail space in Uptown.

TOWN COUNCIL ACTION REPORT

DISCUSSION/ANALYSIS

First Site has submitted a proposal to manage 102½, 104½A and 104½ B W. North as well as a second floor apartment at 104 East Beaufort, which is also vacant. Town staff is not recommending management for 104 East Beaufort at this time due to another pending retail proposal on that building.

Based on the proposal submitted by First Site, Town staff has negotiated a management agreement. Major provisions of the proposed management agreement follow.

1. First Site will perform traditional management services including leasing, collection of rent and tenant contacts.
2. First Site will provide the Town with an annual report of management activities, property condition and financial activity.
3. First Site will receive a management fee of 10% of the monthly gross rental. The remaining amount will be deposited with the Town
4. The agreement term is two years but may be terminated with a 30-day notice.
5. First Site will not make any improvements over \$2,500 without the permission of the Town.
6. First Site will perform initial improvements to the property as described in Exhibit A to prepare the properties for rental. The cost for these initial improvements is estimated at \$8,675.

The estimated average rental per apartment is \$650.00 per month. This results in an estimated annual income of \$23,400. Based on this rental rate the following revenues are anticipated:

Total Estimated Gross Revenue for 3 Units	=	\$23,400
Management Fee (10%)	-	\$ 2,340
Estimated Annual Maintenance	-	<u>\$ 2,500</u>

Estimated Annual Revenue	=	\$18,560
Initial Improvements	-	<u>\$ 8,675</u>

Estimated First Year Revenue	=	\$ 9,885
(After Payment for Initial Improvements)		

Based on this analysis the Town will receive annual revenue of approximately \$18,500 after payment of the initial improvements.

These properties were originally purchased by the Town using public tax exempt bonds from the 2004 issue in the total amount of \$10,000,000. The statutes regulating the use of public bonds require that the public agency issuing the bonds may receive no more than 10% of the original issue amount in revenue without penalty. This would limit the revenue received by the Town on projects financed with this bond issue to \$1,000,000 over the 30 year term of the bond. Town staff will monitor the revenue produced to assure this cap is not exceeded.

Town staff recommends waiving the formal bidding process since First Site is a very experienced and qualified apartment management company. Furthermore, they are based in Uptown Normal and have been active participants in the Uptown Renewal.

This agreement will allow the apartments to be leased, to add to the activity in Uptown, and to increase the housing alternatives for residents. Staff recommends that Council authorize staff to negotiate an agreement with First Site which would include a management fee of 10%.

RESOLUTION NO. _____

A RESOLUTION WAIVING THE FORMAL BID PROCESS AND AUTHORIZING STAFF TO NEGOTIATE A CONTRACT WITH FIRST SITE, LTD. TO MANAGE TOWN-OWNED PROPERTIES LOCATED AT 102 ½ AND 104 ¼ WEST NORTH STREET IN UPTOWN NORMAL

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

WHEREAS, the Town of Normal owns certain property in Uptown Normal containing residential dwelling units; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to put these properties to productive use and generate income for the benefit of the taxpayers of Normal; and

WHEREAS, First Site, Ltd. has indicated a willingness to manage said properties on behalf of the Town of Normal.

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

SECTION ONE: That the formal bidding process is hereby waived and the City Manager be and he is hereby authorized and directed to negotiate and execute a Contract with First Site, Ltd. to manage Town-owned properties located at 102 ½ and 104 ¼ West North Street in Uptown Normal.

ADOPTED this ____ day of _____, 2011.

APPROVED:

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

ATTEST:

Town Clerk

(seal)

TOWN COUNCIL ACTION REPORT

March 3, 2011

Ordinance Adopting the Operating and Capital Investment Budget for the Town of Normal for Fiscal Year 2011-12

PREPARED BY: Ronald J. Hill, Director of Finance

REVIEWED BY: Pamela S. Reece, Deputy City Manager

BUDGET IMPACT: Fiscal Year 2011-12 Budget reflects total expenditure (excluding transfers) of \$87,395,130

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Ordinance
Worksheet of budget changes

BACKGROUND

The public hearing for the fiscal year 2011-12 budget was held earlier this evening. This budget document includes the recommendations made during the budget review session held on January 22, 2011 as well as some additional adjustments.

DISCUSSION/ANALYSIS

This proposed ordinance, if approved, will adopt the operating and capital investment budget for fiscal year 2011-12 as presented. The Town's capital investment program totals \$19,210,321 for FY2011-12. Over the 5-year budget the Town plans to spend a total of \$54,544,753 on community capital needs.

Budget Information

Below is a summary schedule of the total revenue and expenditures for all Town funds, including a break out on the following page, of major funds. For complete details on all changes, please see the accompanying report "Town of Normal Fund Budget Changes for Final Document".

Final Budget - All Funds	FY 2011 - 12	FY 2012 - 13	FY 2013 - 14	FY2014-15	FY2015-16
Beginning Fund Balance	76,650,611	77,529,212	75,476,992	75,918,948	77,322,630
Total Revenue and Transfers	106,974,696	108,060,612	99,610,977	103,743,960	107,424,297
Total Expense and Transfers	106,096,095	110,112,832	99,169,021	102,340,278	103,612,432
Net Change	878,601	(2,052,220)	441,956	1,403,682	3,811,865
Ending Fund Balance	77,529,212	75,476,992	75,918,948	77,322,630	81,134,495

TOWN COUNCIL ACTION REPORT

General Fund		FY 2011- 12
Beginning Fund Balance		3,996,058
Total Revenue and Transfers		49,163,772
Total Expense and Transfers		48,940,118
Net Change		223,654
Ending Fund Balance		4,219,712

Multi-Modal Transportation Center		FY 2011- 12
Beginning Fund Balance		0
Total Revenue and Transfers		13,619,486
Total Expense and Transfers		13,619,486
Net Change		0
Ending Fund Balance		0

Water Fund		FY 2011- 12
Beginning Fund Balance		1,802,069
Total Revenue and Transfers		9,067,861
Total Expense and Transfers		9,002,919
Net Change		64,942
Ending Fund Balance		1,867,011

Sewer Fund		FY 2011- 12
Beginning Fund Balance		16,565
Total Revenue and Transfers		2,450,422
Total Expense and Transfers		2,459,638
Net Change		(9,216)
Ending Fund Balance		7,349

Debt Service Project Reserve		FY 2011- 12
Beginning Fund Balance		2,841,865
Total Revenue and Transfers		3,103,141
Total Expense and Transfers		3,293,175
Net Change		(190,034)
Ending Fund Balance		2,651,831

Health and Dental Fund		FY 2011- 12
Beginning Fund Balance		1,532,818
Total Revenue and Transfers		4,108,459
Total Expense and Transfers		3,951,120
Net Change		157,339
Ending Fund Balance		1,690,157

Library		FY 2011- 12
Beginning Fund Balance		644,791
Total Revenue and Transfers		3,396,755
Total Expense and Transfers		3,393,616
Net Change		3,139
Ending Fund Balance		647,930

Motor Fuel Tax Fund		FY 2011- 12
Beginning Fund Balance		2,375,544
Total Revenue and Transfers		1,416,300
Total Expense and Transfers		1,657,913
Net Change		(241,613)
Ending Fund Balance		2,133,931

TOWN COUNCIL ACTION REPORT

Vehicle and Equipment Reserve		FY 2011- 12
Beginning Fund Balance		3,479,381
Total Revenue and Transfers		2,403,434
Total Expense and Transfers		2,181,174
Net Change		222,260
Ending Fund Balance		3,701,641

Water Capital Fund		FY 2011- 12
Beginning Fund Balance		57,473
Total Revenue and Transfers		2,501,000
Total Expense and Transfers		2,497,345
Net Change		3,655
Ending Fund Balance		61,128

Proposed to Final Changes

This schedule illustrates the changes between the proposed and final budget (all funds), with some detail explaining the change. For complete detail of all changes by fund and line item see the attached worksheet.

Proposed and Final Changes	FY 2011 - 12	FY 2012 - 13	FY 2013 - 14	FY2014-15	FY2015-16
Total Revenue and Transfers	(2,524,595)	(335,938)	(26,000)	(6,000)	9,000
Total Expense and Transfers	(2,498,410)	(505,981)	(120,561)	47,296	194,187
Summary of Changes FY2011-12					
Amount					
State Grant Funding to FY 2010-11	(450,000)				
Move Federal Grant Funding to FY 2010-11	(1,865,157)				
All other net changes	(209,438)				
Total Revenue Changes	(2,524,595)				
*Reduced MM Transportation Center	(1,990,157)				
All other net changes	(508,253)				
Total Expenditure Changes	(2,498,410)				

*Moved to FY 2010-11

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE OPERATING AND CAPITAL INVESTMENT
BUDGET FOR THE TOWN OF NORMAL FOR FISCAL YEAR 2011-12

WHEREAS, the Town of Normal, pursuant to its home rule authority and pursuant to statutory authorization, has adopted a modified budget system as provided in the Illinois Municipal Code, (65 ILCS 5/8-2-9.1 *et seq.*); and

WHEREAS, the tentative budget has been made available to the public through a work session held by the President and Board of Trustees, and further by distribution of the proposed budget to members of the local media, and further by filing a copy of the proposed budget in the Town Clerk's office for public inspection; and

WHEREAS, a public hearing has been held on the proposed budget. Said public hearing not less than one (1) week after distribution of the tentative annual budget; and

WHEREAS, notice of the public hearing having been given in the manner provided by law at least one (1) week prior to the time of the hearing; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to adopt an annual budget;

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

SECTION ONE: That the annual budget for fiscal year 2011-2012, beginning April 1, 2011, and terminating March 31, 2012, a copy of which is attached hereto, marked Exhibit A, and incorporated herein by reference, and the same is hereby approved.

SECTION TWO: That the Town Clerk be and she is hereby directed and authorized to file a certified copy of this approving ordinance and the attached budget document with the County Clerk for McLean County, Illinois, within twenty (20) days after adopting of this ordinance.

SECTION THREE: That the Budget Officer is hereby directed and authorized to file with the County Clerk along with the certified copy of this ordinance, an estimate of

revenues by source anticipated to be received by the Town of Normal during the 2010-2011 fiscal year covered by the approved budget.

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

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

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

APPROVED:

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

ATTEST:

 Town Clerk

(SEAL)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2011, with _____ voting aye; _____ abstaining; _____ voting nay; and _____ absent.

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

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2011.

The foregoing ordinance was published in pamphlet form on the ____ day of _____, 2011.

Town of Normal Fund Budget Changes For Final Document

Fund Name	FY 2011 - 12 Proposed	FY 2012 - 13 Proposed	FY 2013 - 14 Proposed	FY 2014 - 15 Proposed	FY 2015 - 16 Proposed	Description
Revenue Adjustments						
001-3037-344.3010 Daily Parking Rev	(18,000)	(9,569)				Trans Deck Moved Out One Year
001-3037-344.3015 Monthly Parking Fees	(24,500)	(12,731)				Trans Deck Moved Out One Year
001-3037-389.10-00 Miscellaneous	(4,500)	(2,638)				Trans Deck Moved Out One Year
	0	0	0	0	0	
					0	
*** TOTAL GENERAL FUND REV. ADJ.	(47,000)	(24,938)	0	0	0	
Expenditure Adjustments						
001-4010-415.26-10 Equip. Maint.	(15,600)					Pd 2-yr Contract in FY 2010-11
001-3037-415.19-20 Clothing	(500)					Trans Deck Moved Out One Year
001-3037-415.20-10 Contractual Services	(66,850)					Trans Deck Moved Out One Year
001-3037-415.25-10 Utilities (non-phone)	(35,500)					Trans Deck Moved Out One Year
001-3037-415.26-10 Equipment Maintenance	1,500					Trans Deck Moved Out One Year
001-3037-415.30-10 Liability Insurance	(2,500)					Trans Deck Moved Out One Year
001-3037-415.30-90 Other Expenses	(5,000)					Trans Deck Moved Out One Year
001-3037-415.35-10 Operating Supplies	(2,500)					Trans Deck Moved Out One Year
001-2510-419.18-10 Health and Dental					14,500	Technical Correction
001-7015-431.10-10 Regular Salaries	11,638	12,411	13,235	14,114	15,051	Spread Asst Supervisor Over PW & Sewer
001-7020-431.10-10 Regular Salaries	(34,913)	(37,232)	(39,704)	(42,341)	(45,152)	Spread Asst Supervisor Over PW & Sewer
001-7025-431.10-10 Regular Salaries	11,638	12,411	13,235	14,114	15,051	Spread Asst Supervisor Over PW & Sewer
001-7015-431.16-10 Employer Social Security	974	1,039	1,108	1,181	1,260	Spread Asst Supervisor Over PW & Sewer
001-7020-431.16-10 Employer Social Security	(2,922)	(3,116)	(3,323)	(3,544)	(3,779)	Spread Asst Supervisor Over PW & Sewer
001-7025-431.16-10 Employer Social Security	974	1,039	1,108	1,181	1,260	Spread Asst Supervisor Over PW & Sewer
001-7015-431.17-10 IMRF Retirement	1,555	1,651	1,729	1,805	1,893	Spread Asst Supervisor Over PW & Sewer
001-7020-431.17-10 IMRF Retirement	(4,664)	(4,953)	(5,186)	(5,415)	(5,680)	Spread Asst Supervisor Over PW & Sewer
001-7025-431.17-10 IMRF Retirement	1,555	1,651	1,729	1,805	1,893	Spread Asst Supervisor Over PW & Sewer
001-7025-432.11-10 Regular Salaries	10,427	11,185	11,975	12,798	13,651	Increased Part-time assistance
001-7025-432.16-10 Employer Social Security	4,208	4,334	4,464	4,598	4,736	Increased Part-time assistance
001-7015-431.18-10 Health and Dental	1,267	1,366	1,474	1,591	1,717	Spread Asst Supervisor Over PW & Sewer
001-7020-431.18-10 Health and Dental	(3,800)	(4,099)	(4,423)	(4,773)	(5,150)	Spread Asst Supervisor Over PW & Sewer
001-7025-431.18-10 Health and Dental	1,267	1,366	1,474	1,591	1,717	Spread Asst Supervisor Over PW & Sewer
001-6510-422.97-33 Transfer to Veh. Res.	(1,438)	0	0	0	0	Lowered Fund 733 cost
001-6010-421.20-10 Contractual Services	(75,500)	(81,500)	(88,000)	(95,100)	(102,700)	Reduced Mecom expense
	0					
*** TOTAL GENERAL FUND ABOVE	(204,684)	(82,447)	(89,105)	(96,395)	(89,732)	
NET CHANGE IN GENERAL FUND BALANCE >	157,684	57,509	89,105	96,395	89,732	
() means a reduction in fund balance						
Other Fund Revenue Adjustments						
	0	0	0	0	0	
733-0000-332.50-00 State Grants	(450,000)	0	0	0	0	0 Funds received in FY 2010-11
733-0000-391.90-01 Transfer	(1,438)	0	0	0	0	0 Lowered Fund 733 cost

Fund Name	FY 2011 - 12 Proposed	FY 2012 - 13 Proposed	FY 2013 - 14 Proposed	FY 2014 - 15 Proposed	FY 2015 - 16 Proposed	Description
507-0000-385.10-00 Development Agr.	(66,000)	(66,000)	(66,000)	(66,000)	(66,000)	Consolidate with Tap-on Fees
507-0000-343.15-00 Tap-on Fees	30,000	30,000	40,000	60,000	75,000	Consolidate with Dev. Agr. Revenue
332-9560-331.50-00 Federal Grants	(1,460,200)	0	0	0	0	Revenue moved to FY 2010-11
332-9570-331.50-00 TIGER Grant	(404,957)	0	0	0	0	Revenue moved to FY 2010-11
332-0000-391.93-66 Transfer Cap Proj	(125,000)	(275,000)	0	0	0	Revenue moved to FY 2010-11
	0	0				
*** TOTAL REVENUE OTHER FUNDS	(2,477,595)	(311,000)	(26,000)	(6,000)	9,000	
Other Fund Expenditure Adjustments						
224-5010-463.27-40 Construction Service	(5,000)	0	0	0	0	Lower Resurfacing expenditures
224-5010-463.30-40 Purchase Services	5,000	0	0	0	0	Substance Abuse Recovery program
332-9560-466.46-90 MMTC Building	(410,201)					Expenditure moved to FY 2010-11
507-7520-432.66-12 Sewer Improvements	(45,000)	50,000	50,000	50,000	100,000	Future projected expenditures
507-7520-432.66-15 Sewer Repairs		35,000		35,000		Future projected expenditures
507-7520-432.66-35 Sewer Inflow		50,000	50,000	50,000	50,000	Future projected expenditures
507-7520-432.66-41 Overhead Sewer	(25,000)	(25,000)	(25,000)	(10,000)	(10,000)	Budgeted in error
507-7510-432.10-10 Regular Salaries	11,637	12,410	13,234	14,113	15,050	Spread Asst Supervisor Over PW & Sewer
507-7510-432.16-10 Employer Social Security	974	1,039	1,108	1,180	1,259	Spread Asst Supervisor Over PW & Sewer
507-7510-432.17-10 IMRF Retirement	1,555	1,651	1,729	1,805	1,892	Spread Asst Supervisor Over PW & Sewer
507-7510-432.18/10 Health and Dental	1,265	1,366	1,473	1,593	1,718	Spread Asst Supervisor Over PW & Sewer
535-7520-432.70-20 Sewer Vehicles	0	0	(124,000)	0	0	Push U44 back to 2015-16
535-7520-432.70-20 Sewer Vehicles	0	0	0	0	124,000	Purchase U44 backhoe
535-7520-432.35-80 Supplies/Equip.	(24,000)	0	0	0	0	Budgeted in error
733-6510-422.70-10 Fire Vehicles	300,000	0	0	0	0	Rescue 12 moved from 2010-11
733-6510-422.70-10 Fire Vehicles	(400,000)	0	0	0	0	Fire Truck moved to 2010-11
332-9560-466.46-90 MMTC Building	(1,300,000)	0	0	0	0	Expenditure moved to FY 2010-11
332-9835-466.20-10 Contractual Services	(79,956)	(75,000)	0	0	0	Expenditures moved to FY 2010-11
366-9820-466.93-32 Transfer to MMTC	(125,000)	(275,000)				Expenditures moved to FY 2010-11
332-9835-466.30-80 Owner's Contingency	(200,000)	(200,000)				Expenditures moved to FY 2010-11
	0	0	0	0		
	0	0				
*** TOTAL EXP. OTHER FUNDS	(2,293,726)	(423,534)	(31,456)	143,691	283,919	
NET CHANGE OTHER FUNDS	(183,869)	112,534	5,456	(149,691)	(274,919)	
NET CHANGE FOR ALL ABOVE	(26,185)	170,043	94,561	(53,296)	(185,187)	
() means a reduction in fund balance						
Proposed Budget - (including transfers)						
Total Revenue	109,499,291	108,396,550	99,636,977	103,749,960	107,415,297	
Total Expense	108,594,505	110,618,813	99,289,582	102,292,982	103,418,245	
Net Change	904,786	(2,222,263)	347,395	1,456,978	3,997,052	
Final Budget - (including transfers)						

Fund Name	FY 2011 - 12 Proposed	FY 2012 - 13 Proposed	FY 2013 - 14 Proposed	FY 2014 - 15 Proposed	FY 2015 - 16 Proposed	Description
Total Revenue	106,974,696	108,060,612	99,610,977	103,743,960	107,424,297	
Total Expense	106,096,095	110,112,832	99,169,021	102,340,278	103,612,432	
Net Change	878,601	(2,052,220)	441,956	1,403,682	3,811,865	
<u>Net Change Between the 2</u>						
Total Revenue	(2,524,595)	(335,938)	(26,000)	(6,000)	9,000	
Total Expense	(2,498,410)	(505,981)	(120,561)	47,296	194,187	
Net Change	(26,185)	170,043	94,561	(53,296)	(185,187)	

() means a reduction in fund balance

New Business

TOWN COUNCIL ACTION REPORT

March 3, 2011

Motion to Accept a Report from Clark Dietz, Inc. Regarding Intersection Concerns at the Constitution Boulevard and College Avenue Intersection and the Broadway Avenue and Beaufort Street Intersection in Uptown Normal

PREPARED BY: Wayne Aldrich, Uptown Development Director

REVIEWED BY: Mark R. Peterson, City Manager
Gene Brown, Town Engineer

BUDGET IMPACT: No budget impact is anticipated at this time.

STAFF RECOMMENDATION: That the report be received and placed on file.

ATTACHMENTS: Memos from Clark Dietz, Inc.

BACKGROUND

At the Town Council retreat on November 12, 2010, several Council members expressed concerns about current conditions at two intersections in Uptown Normal. The first concern was the prohibition of the left turn movement from southbound Constitution Boulevard to eastbound College Avenue. The second concern was the two-way stop at Broadway Avenue and Beaufort Street (currently Broadway Avenue traffic stops and Beaufort Street traffic does not). Before the Uptown street improvement, this intersection was a four-way stop.

Town staff asked Jerry Payonk of Clark Dietz Engineers to provide background information to the Town Council and potential resolutions to these concerns. Clark Dietz was responsible for the intersection designs in Uptown, and Mr. Payonk has provided the attached memoranda on each of the intersections describing the original design intent and recommendations. Mr. Payonk and Gene Brown, Town Engineer, will be present to give a brief report and answer questions of the Council.



MEMO

To: Project Files
From: JTP
Date: February 28, 2011
Subject: Beaufort/Broadway Intersection
Copies: Wayne Aldrich; Gene Brown

Issue:

Northbound and southbound vehicles on Broadway Street do not always perceive that eastbound and westbound traffic on Beaufort Street does not stop when traveling through the intersection. Additionally, stop bars for the northbound and southbound movements are set back a distance that does not permit drivers to clearly see conflicting traffic. Town staff has heard from Council members and representatives of the public suggesting that the intersection be changed to an all-way stop.

Discussion:

The intersection was designed as a two-way stop (stop signs for only the north/south directions). The premise behind this design was to prevent westbound stops from backing up and queuing into the roundabout, thereby causing the roundabout to temporarily shut down; if vehicles are stopped within the roundabout, motorists on all entering legs of the roundabout must stop.

At time of design, forecasted volumes for the uptown area were estimated. These estimates assumed a full-build condition. One primary component of the full-build would be the operation of the Multi-modal center. Currently, this development's construction has just commenced. The operation of transit ingress and egress on Beaufort and Broadway will have impacts on the operation of the Beaufort/Broadway intersection. For this reason, the efficiency of the intersection's traffic control plan (two-way stop) has not been fully realized.

There are several approaches to addressing this intersection:

Option 1: Add stop signs for the eastbound and westbound movements on Beaufort Street.

This would result in the intersection becoming an all-way stop controlled intersection. The manual of Uniform Traffic Control Devices (MUTCD) identifies three minimum volume criteria to warrant all-way stop-control:

MEMO

Project Files

February 28, 2011

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1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

A volume study has not been performed on the intersection, but it is our opinion that, at this time, Condition 1 might be met, but Conditions 2 and 3 probably are not met.

An all-way stop-controlled intersection could introduce the queuing problem identified above upon completion of the Multi-modal center. If this problem arises, removal of the eastbound-westbound stop signs could introduce serious crash potential for northbound and southbound motorists who still think the intersection is all-way stop-controlled.

Option 2: Leave the two-way stop condition as it is until the Multi-modal center is complete, and then monitor operation of the intersection for one year after the center is fully operational.

This option would permit monitoring of traffic volumes to assure that westbound queuing would not adversely impact the roundabout. Existing volumes after the center is operational could be modeled to determine if this condition would be realized.

Option 3: Signalize the intersection.

As identified above, traffic volumes at the intersection probably do not meet warrants for all-way stop-control. Considering this, they also would not warrant signalization. Placing signals at intersection that do not warrant them tends to result in disregard for the signals, the running of red lights, and an increase in crashes. This option could create the west-bound queuing identified above.

MEMO

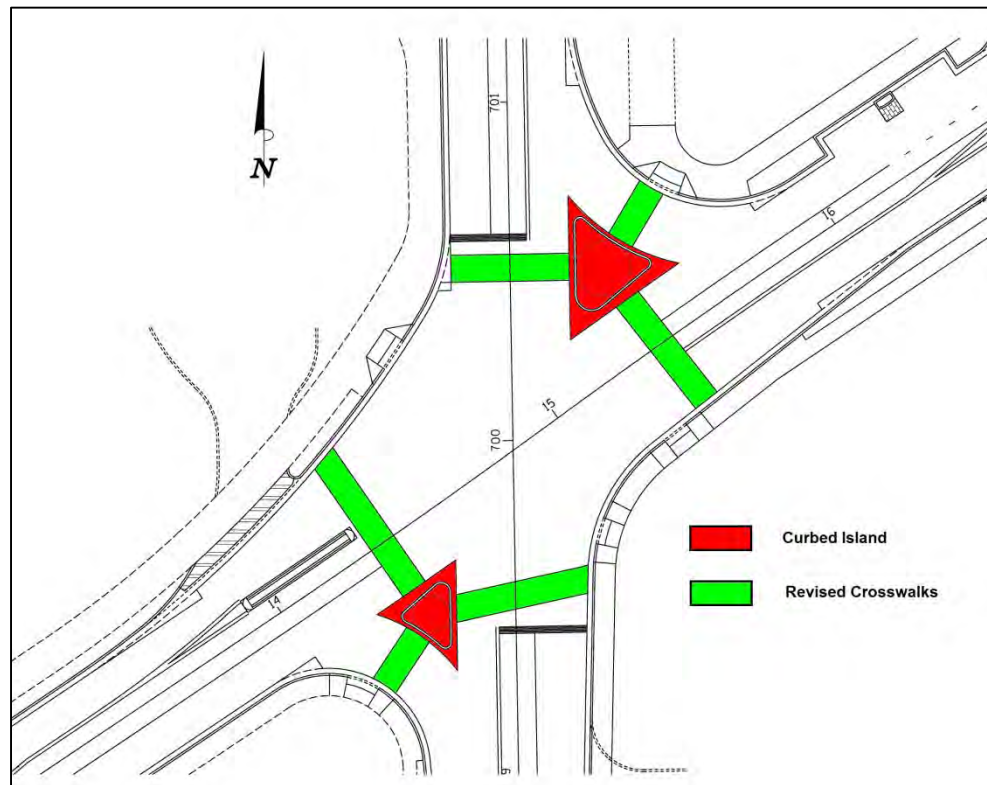
Project Files

February 28, 2011

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Option 4: Add raised channelization to the intersection.

Such a configuration is identified below. The red denotes raised islands and the green identifies revised pedestrian crosswalks. The goal behind this option would be to more clearly define lane usage and vehicle movements, thereby reducing opportunities for vehicles to situate themselves in the path of conflicting traffic.



A disadvantage of this design would be the revised crosswalk locations. With each island accepting three cross-walk ramps, there would be little left of the “raised” component of the island to adequately serve its purpose of channelizing traffic. During snowfall events, these islands would be difficult to see.

Considering the options above, our recommendation would be to keep the intersection traffic control at two-way stop control until the Multi-modal center is operational, and then monitor traffic operations and volumes to determine if a four-way stop-controlled intersection is warranted.

MEMO

To: Project Files
From: JTP
Date: February 28, 2011
Subject: Constitution Boulevard Prohibitive Left
Copies: Wayne Aldrich; Gene Brown

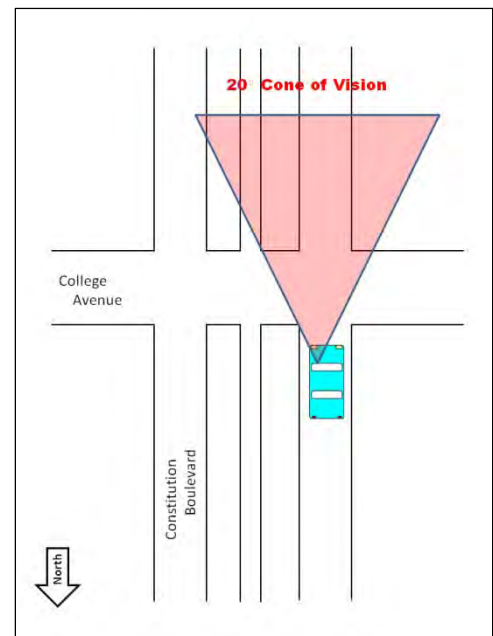
Topic: Justification of Prohibitive Left-Turn signage for southbound movements at the Constitution Boulevard/College Avenue intersection. Town staff has heard from Council members and representatives of the public suggesting the removal of the signage.

Discussion: The recommendation for this signage was a topic of frequent discussion during project design.

The location of Constitution Trail as it aligns with Constitution Boulevard is unique with respect to typical bike trail locations adjacent to roadways. Design standard almost exclusively calls for the bike facility location to be outside of the roadway corridor. Constitution Trail is located between the northbound and southbound lanes of Constitution Boulevard in the boulevard parkway. Because of its location, it presented challenges regarding multi-modal conflicts.

Typically, an engineer designs an intersection attempting to contain all decision-making information within a 20° cone of vision in front of the driver. This cone of vision is presented schematically in the diagram to the right. Any signage, directional traffic signal heads, and other important information that the driver should be aware of should be placed in the 20° cone of vision. If this cannot be done, measures should be taken to assure the safety of anyone using the intersection is not compromised.

Driver expectation is another important element in roadway design. A driver expects pedestrians to cross on the fringes of the intersection. For Constitution Boulevard, driver expectation would assume pedestrians



MEMO

Project Files

February 28, 2011

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are crossing College Avenue either west of the southbound lane, or east of the northbound lane. While this is in fact the case, because of the unique cross-section of Constitution Boulevard, pedestrians and bicyclists can also cross between the northbound and southbound lanes. This is counter to driver expectation. It also places southbound pedestrians and bicyclists outside the 20° cone of vision for southbound vehicles. For these reasons, following discussions with the Normal Engineering Department, it was determined to prohibit left turns with the signage that currently exists. This would help in preventing vehicles from turning into bicyclists or pedestrians.

There are several alternatives to the design as it currently exists:

Option 1: Remove the prohibitive left turn sign.

Reasons to remove the sign would be driver inconvenience, or difficulty in enforcing the prohibitive movement. Removing the prohibitive left turn sign compromises the safety of pedestrians and bicyclists. Since this intersection has been opened, there have been no recorded incidents of vehicle/cyclist or vehicle/pedestrian crashes for the movement described above.

Option 2: Leave the prohibitive left turn sign in place.

This option presents a left turn conflicting with a pedestrian or bicycle to be a violation.

It is our understanding that this restriction is difficult to enforce, and there are motorists who repeatedly violate the sign. As is the case with most turning restrictions at intersections, there are violators, but a majority of the traveling public adheres to the restriction, making it a safer intersection for pedestrians and bicyclists. As stated above, there have been no documented crashes associated with this left turn movement. From a traffic engineering perspective, we could speculate that the prohibitive left-turn signage is working.

Option 3: Remove the traffic signals and make the intersection stop-controlled only on Constitution Boulevard.

This was investigated early in design. It was concluded that vehicles on College Avenue operating at a higher rate of speed would be unsafe for pedestrians or bicycles crossing north and south on Constitution Trail.

MEMO

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Option 4: Remove the traffic signals and stop signs to all legs of the intersection.

This would result in the intersection becoming an all-way stop controlled intersection. The manual of Uniform Traffic Control Devices (MUTCD) identifies three minimum volume criteria to warrant all-way stop-control:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

A volume study has not been performed on the intersection, but it is our opinion that, at this time, Condition 1 probably is met, but Conditions 2 and 3 probably are not met.

Option 5: Provide a Pedestrian Scramble Phase (A pedestrian walk phase in all directions while all vehicles are stopped).

The implementation of a ped scramble is recommended when there are a very large number of pedestrians to move through an intersection. While this is not the case on Constitution Trail, it should be noted the aped scramble does not keep pedestrians and bicyclists from crossing during other signal phases, so the danger of a ped/vehicles conflict still exists.

Our recommendation would be to keep the restriction on southbound left turns at the intersection.

TOWN COUNCIL ACTION REPORT

March 3, 2011

Motion to Adjourn to Executive Session

PREPARED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: That the Council adjourn to Executive Session

BACKGROUND

Staff is requesting to meet with the Mayor and Council in Executive Session immediately following your regular meeting on March 7, 2011. The purpose of this Executive Session will be to approve the minutes of the Executive Session of February 7, 2011. In addition, staff would like to discuss with Council matters pertaining to land acquisition.

Therefore, a motion to adjourn to Executive Session would be in order.