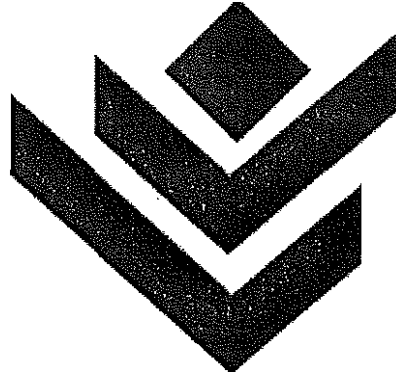




CITY OF
BLOOMINGTON
REGULAR SESSION
COUNCIL MEETING
DECEMBER 11, 2017



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.



RESOLUTION NO. 2016 -29

A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

AGENDA

REVISED



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, DECEMBER 11, 2017; 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation Recognizing the Bicentennial Anniversary of the State of Illinois
 - B. Appointments to the Downtown Signage Committee Zachary Dietmeier, Mark Huffman, Clare Malott, and Isaac Thorne.
 - C. Presentation to the McLean County Museum of History
- 6. Public Comment**

(Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.)
- 7. “Consent Agenda”**

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #8.

NOTE: Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

The City's Boards and Commissions hold Public Hearings prior to some Council items appearing on the Council's Meeting Agenda. Persons who wish to address the Council should provide new information which is pertinent to the issue before them.)

- A. Consideration of approving the Minutes of the November 27, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$5,260,713.04. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$5,260,713.04 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointments to the Downtown Signage Committee. *(Recommend Zachary Dietmeier, Mark Huffman, Clare Malott, and Isaac Thorne be appointed to the Downtown Signage Committee.)*
- D. Consideration of approving a schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2018 Calendar Year. *(Recommend that Council approve the 2018 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.)*
- E. Consideration of approving the purchase of one E-One Typhoon/1500gpm pumper from Banner Fire Equipment in the amount of \$691,630. *(Recommend Council approves the purchase of one (1) – 2018 E-ONE All Aluminum 1500 gpm pumper unit mounted on an E-One Typhoon custom chassis with Cummins ISL 450hp engine, 720 gallon tank, 1500gpm e-Max pump, low hose bed body and loose equipment for the cost of \$691,630 from Banner Fire Equipment, through the Houston-Galveston Area Council (H-GAC) joint purchasing group, and authorize the Procurement Manager to issue a Purchase Order.)*
- F. Consideration of approving the purchasing of six (6) Police vehicles using the Northwest Suburban Purchasing Cooperative (NSPC) Contract in the amount of \$209,916.00. *(Recommend Council approves the purchase, six (6) Police Interceptor vehicles through the Northwest Municipal Conference (SPC) Suburban Purchasing Cooperative Contract number #152 (expiration date of 11/8/18) from Currie Motors of Frankfort IL in the amount of \$209,916.00, and the Purchasing Agent be authorized to issue a Purchase Order.)*
- G. Ratification of Contract with Local 362 Inspectors. *(Recommend the Contract be ratified.)*
- H. Consideration of authorizing a Rejection of a Bid for Netting Project on Hole 18 at Prairie Vista (RFP# 2018-10). *(Recommend the City Council reject the bid for Netting Project on Hole 18 at Prairie Vista due to an aged preliminary bid.)*

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- I. Consideration of approving a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27 in the amount of \$387,263.20. *(Recommend the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 14 months and an option for the City to extend the contract two additional 12 month periods, in the amount not-to-exceed of \$387,263.20 for the initial 14 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- J. Consideration of adoption of an ordinance amending Chapter 29 of the City Code regarding abandoned bicycles. *(Recommend Council adopt an Ordinance Amending the City Code regarding the process for disposing of abandoned bicycles and authorizing the City Mayor and City Clerk to execute the ordinance.)*
- K. Consideration of a Resolution Authorizing the Renewal of a Joint Agreement with the Town of Normal and the Ecology Action Center for an Energy Efficiency Program. *(Recommend a Resolution Authorizing the Renewal of a Joint Agreement with the Town of Normal and the Ecology Action Center for an Energy Efficiency Program be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 2 in Block 3 in Camp Iroquois, from the Estate of Bessie B. White, deceased and Carol C. Vincent and Sue E. Vincent to Susan E. Jackson, Amy L. Gill and Kristen Miller, Carol C. Vincent and Sue E. Vincent. *(Recommend the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's October 25, 2017, letter and the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- M. Consideration of the application of Nightshop, LLC, d/b/a Nightshop, located at 517 N. Main Street; Bloomington 61701, requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. *(Recommend the application of Nightshop, LLC, d/b/a nightshop, located at 517 N. Main Street; Bloomington 61701, requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved.)*

8. "Regular Agenda"

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- A. Presentation of the Bloomington Police Department Three-year Strategic Plan. (*Presentation and discussion only.*) (*Presentation by Brendan Heffner, Chief of Police 10 minutes, Council discussion 15 minutes.*)
- B. Consideration of an Ordinance approving the 2017 Tax Levy for the Bloomington Public Library. (*Recommend Council approves the Ordinance to adopt the 2017 Property Tax Levy in the amount of \$4,823,604 and authorize the Mayor and City Clerk to execute the necessary documents.*) (*Presentation by Jeanne Hamilton, Executive Director, Bloomington Public Library 5 minutes, Council discussion 15 minutes.*)
- C. Consideration of an Ordinance approving the 2017 Tax Levy for the City of Bloomington. (*Recommend an Ordinance adopting the 2017 Property Tax Levy in the amount of \$20,061,384, be approved and the Mayor and City Clerk authorized to execute the ordinance and any necessary documents.*) (*Presentation by Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 15 minutes*)
- D. Consideration of approving two Resolutions for the abatement of property taxes totaling \$5,415,932.

Recommend the following two Resolutions be approved and the Mayor and City Clerk be authorized to execute the Resolutions:

- (1) A Resolution abating all or a portion of the taxes levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois, and
- (2) A Resolution abating a Tax Levy for rent payable under lease agreement between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the expansion of the parking garage.

(Presentation by Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 15 minutes.)

- E. Update on the Response Time Progress for the Bloomington Fire Department. (*Recommend: Information only*) (*Presentation by Brian Mohr, Fire Chief 5 minutes, Council discussion 10 minutes.*)

9. City Manager's Discussion

- A. Agenda Management Update, provided by Jeffrey Jurgens, Corporation Counsel

10. Mayor's Discussion

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- 11. City Aldermen's Discussion**
- 12. Executive Session – *Cite Section***
- 13. Adjournment**
- 14. Notes**

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

RECOGNITIONS



Council Date: December 11, 2017

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Proclamation Recognizing the Bicentennial Anniversary of the State of Illinois
- B. Appointments to the Downtown Signage Committee Zachary Dietmeier, Mark Huffman, Clare Malott, and Isaac Thorne.
- C. Presentation to the McLean County Museum of History

PROCLAMATION

Illinois Bicentennial

WHEREAS, Sunday, December 3, 2017, marks Illinois' 199th birthday, as Illinois became the 21st state in the union on December 3, 1818; and,

WHEREAS, Illinois Bicentennial will be a yearlong celebration between December 3, 2017, and December 3, 2018, which will be our state's 200th birthday; and,

WHEREAS, Illinois Bicentennial will remind us all that, every day in Illinois, amazing things are BORN, BUILT & GROWN; and,


WHEREAS, Illinois Bicentennial will honor the many ways that Illinois has influenced American history, achievement, culture, innovation, and more; and,

WHEREAS, Illinois Bicentennial is a once-in-a-lifetime invitation to fall in love with Illinois all over again; and,

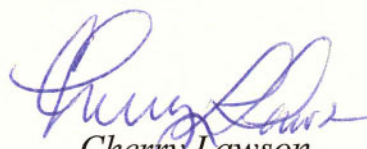
WHEREAS, together, we can inspire pride in Illinois and show the world what makes this state so great; and,

WHEREAS, our community should encourage citizens, organizations, businesses, congregations, and cultural and education institutions to participate in the yearlong celebration.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington endorses the efforts of Illinois Bicentennial and encourages all citizens to participate and celebrate in the upcoming year by visiting illinois200.com and using the hashtag #IllinoisProud.


Tari Renner
Mayor




Cherry Lawson
City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of approving the Minutes of the November 27, 2017 Regular City Council Meeting.

RECOMMENDATION/MOTION: That the reading of minutes be dispensed and approved as printed.

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

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen
Interim City Manager

Attachments:

- November 27, 2017 Regular City Council Meeting Minutes

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, NOVEMBER 27, 2017; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, November 27 2017.

The Meeting was called to order by Mayor Renner.

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

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: Steve Rasmussen, Interim City Manager, Jeffrey Jurgens; Corporation Counsel, Cherry Lawson, City Clerk; Patti-Lynn Silva, Finance Director; Greg Scott, Assistant Chief of Police; Brian Mohr, Fire Chief, Scott Sprouls, IS Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; Russ Waller, Facilities Manager and other City staff were also present.

Recognition/Appointments

- A. Proclamation declaring, Central Catholic High School 2017 as a National Blue Ribbon School
- B. Appointment of Thomas Krieger to the Planning Commission.

Public Comment

| | | | |
|-----------------|------------------|-------------------|-----------------|
| Patricia Marton | Colleen Stern | Julian Westerhout | Laurie Berner |
| Glen Ludwig | Cristina Deutsch | Clarissa Kastner | Valerie Parker |
| Jeff Crabill | Tom Cullen | Charlotte Alverez | Maura Toro-Morn |

“Consent Agenda”

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Hauman and seconded by Alderman Painter that the Consent Agenda be approved with the exception of Item No. 7J.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Buragas, Schmidt, Black, Hauman and Bray.

Nays: None

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the November 13, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$ 8,698,418.08. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$ 8,698,418.08 and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of Approving Appointment to Planning Commission. *(Recommend Thomas Krieger be appointed to the Planning Commission.)*

The following was presented:

Item 7D. Consideration of approving the purchase of three (3) playgrounds from Game time c/o Cunningham Recreation. One each for Oakland, Friendship and Woodbury Parks in the amount of \$99,673.89 Oakland, Friendship and Woodbury Park playgrounds. *(Recommend Council approves the purchase of three (3) playgrounds from Game time c/o Cunningham Recreation. One each for Oakland, Friendship and Woodbury Parks in the amount of \$99,673.89 and the Procurement Manager be authorized to issue purchase orders accordingly.)*

RESOLUTION NO. 2017 – 45

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF THREE (3) SETS OF PLAYGROUND EQUIPMENT FROM GAME TIME c/o CUNNINGHAM RECREATION.

The following was presented:

Item 7E. Consideration of approving the purchase of one Scheduled Replacement of Ice Resurfacers for the Pepsi Ice Center Division of the Parks, Recreation, and Cultural Arts Department in the amount of \$129,143.55. *(Recommend Council approves purchase of One (1) Zamboni 552AC Ice Resurfacers using the National Joint Powers Alliance (NJPA), NJPA Contract#: 030117-FZC (expiration date of 4/14/21), in the amount of \$129,143.55 be approved, and the Purchasing Agent be authorized to issue a Purchase Orders for same.)*

The following was presented:

Item 7F. Consideration of approving an Inter-local Agreement between the City of Bloomington and County of McLean, IL regarding JAG grant 2017-H3004-IL-DJ. *(Recommend Council approve the Inter-local Agreement and authorize the Mayor, City Clerk to sign and execute the Inter-local Agreement.)*

The following was presented:

Item 7G. Consideration of approval of the 2017-2022 Historic Preservation Programmatic Agreement between the City of Bloomington and the Illinois Department of Natural Resources /Advisory Council on Historic Preservation. *(Recommend Council approve the 2017-2022 Historic Preservation Programmatic Agreement between the City of Bloomington and the Illinois Department of Natural Resources/Advisory Council on Historic Preservation for submission to the Illinois Department of Natural Resources, and authorize the Interim City Manager and City Clerk to execute the necessary documents.)*

The following was presented:

Item 7H. Consideration to approve waiving the Formal Bid Process, as a Limited Source, and approve a contract with Starnet Technologies for an Urgent Upgrade of the Supervisory Control and Data Acquisition (SCADA) System Controls. *(Recommend Council approve waiving the formal bid process, as a Limited Source, for an upgrade of the SCADA system replacing the existing Bristol Babcock 3330 RTUs and associated devices in the Lime and Chemical Feed Systems for the quoted amount of \$58,360.00 and the City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7I. Consideration of approving a Resolution for Change Order #2 in the amount of \$16,653.30 to an existing contract with CAD Construction, Inc. for construction of the Police Training Facility Addition. *(Recommend Council approves the Change Order #2 from CAD Construction, Inc. for revisions to the water system in connection with construction of the Police Training Facility Addition in the amount of \$16,653.30 be accepted and the City Manager and City Clerk authorized to execute the necessary documents.)*

RESOLUTION NO. 2017-46

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$16,653.30 ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND CAD CONSTRUCTION, INC. (P.O. 2017-0577)

The following was presented:

Item 7J. Consideration of and action on an Ordinance Amending the City Code Regarding the Manager Pro Tempore and Employee Decisions. (*Recommend the Ordinance Amending the City Code Regarding the Manager Pro Tempore and Employee Decisions be approved and the Mayor and City Clerk be authorized to sign the ordinance.*) (***Pulled from the Consent Agenda***)

ORDINANCE NO. 2017-105

AN ORDINANCE AMENDING THE CITY CODE REGARDING THE
MANAGER PRO TEMPORE AND EMPLOYMENT DECISIONS

Motion by Alderman Mwilambwe and seconded by Alderman Sage the Ordinance Amending the City Code Regarding the Manager Pro Tempore and Employee Decisions be approved and the Mayor and City Clerk be authorized to sign the ordinance.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Buragas, Schmidt, Black, Hauman and Bray.

Nays: None

Motion carried.

The following was presented:

Item 7K. Consideration of adopting an Ordinance approving a petition submitted by Eastland Mall, LLC requesting approval of the site plan for a C-3 Regional Shopping District development titled "Outback Pad" (AKA "Eastland Mall Restaurant Pad 1" dated October 13, 2017) for 53.78 acres located at the southwest corner of the intersection of Veterans Parkway and Empire St/Route 9. (*Recommend an ordinance approving a petition submitted by Eastland Mall, LLC requesting approval of the site plan for a C-3 Regional Shopping District development titled "Outback Pad" (AKA "Eastland Mall Restaurant Pad 1" dated October 13, 2017) for 53.78 acres located at the southwest corner of the intersection of Veterans Parkway/Business 51 and Empire St/Route 9 be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.*)

ORDINANCE NO 2017 - 106

AN ORDINANCE APPROVING A PETITION SUBMITTED BY EASTLAND MALL, LLC REQUESTING APPROVAL OF THE SITE PLAN FOR A C-3 REGIONAL SHOPPING DISTRICT DEVELOPMENT KNOWN AS "OUTBACK PAD" (AKA "EASTLAND MALL RESTAURANT PAD 1" DATED OCTOBER 13, 2017) FOR 53.78 ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF VETERAN'S PARKWAY/BUSINESS 51 AND EMPIRE ST/ROUTE 9.

The following was presented:

Item 7L. Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Miller Park Pavilion for the wedding reception request of Ryan Frye and Morgan Ott on December 16, 2017. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on December 18, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 107

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON DECEMBER 16, 2017, AT MILLER PARK PAVILION

The following was presented:

Item 7J. Consideration of and action on an Ordinance Amending the City Code Regarding the Manager Pro Tempore and Employee Decisions. *(Recommend the Ordinance Amending the City Code Regarding the Manager Pro Tempore and Employee Decisions be approved and the Mayor and City Clerk be authorized to sign the ordinance.) (Pulled from the Consent Agenda)*

Alderman Mwilambwe offered a friendly amendment to the proposed ordinance stating, the change is, "No manager pro tempore," however, may appoint will remove the department director. I have asked Jeff to add *or any other employee that reports directly to the city manager, pro tempore*. I thought it was reflective of the conversations that we had before. If we left it to the directors, it would overlook other employees that report directly to the city manager such as assistant city managers, communications manager as well.

ORDINANCE NO. 2017-105

AN ORDINANCE AMENDING THE CITY CODE REGARDING THE
MANAGER PRO TEMPORE AND EMPLOYMENT DECISIONS

Motion by Alderman Mwilambwe and seconded by Alderman Sage the Ordinance Amending the City Code Regarding the Manager Pro Tempore and Employee Decisions be approved and the Mayor and City Clerk be authorized to sign the ordinance.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Buragas, Schmidt, Black, Hauman and Bray.

Nays: None

Motion carried.

“Regular Agenda”

The following was presented:

Item 8A. Consideration of a Resolution approving the Small Business Development Center funding agreement between the City of Bloomington, Town of Normal, Bloomington-Normal Economic Development Council, and Illinois Wesleyan University.

RESOLUTION NO. 2017 - 47

A RESOLUTION APPROVING THE SMALL BUSINESS DEVELOPMENT CENTER FUNDING AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, TOWN OF NORMAL, BLOOMINGTON-NORMAL ECONOMIC DEVELOPMENT COUNCIL, AND ILLINOIS WESLEYAN UNIVERSITY

Mr. Grammer provided an overview of this item stating, this item had been previously discussed at the last Committee of the Whole Meeting, and staff has brought this item back as Council had advised. Staff recommends that the city financially support the IWSBDC on the city's economic development strategic plan, emphasizes the importance of supporting regional economic development efforts including a Small Business Development Center with the goal of assisting startup and the development of new businesses in the community. The services offered by the SBDC help increase the capacity of the city's Office of Economic Development, and expressed support and recommend that the Council will approve the funding agreement as proposed.

Option 1 is a 50/50 split between the city and the town of Normal for the funding of the municipal portion of the joint funding of the SBDC. Option 2 is a 60/40 split. There is a slight typo in both of those, it should say...in the certain amount in 2017 and a certain amount in 2018 in both of that alternate wording has been provided to you on paper.

Motion by Alderman Black, second by Alderman Bray that the Resolution approving the Small Business Development Center funding agreement between the City of Bloomington, Town of Normal, Bloomington-Normal Economic Development Council, and Illinois Wesleyan University, in the amount of \$9,709 in 2018, \$26,068, and \$26,068 in 2019, be approved and the Mayor and City Clerk be authorized to prepare the necessary documents. **Option 1 50/50 split**

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Black, and Bray.

Recuse: Alderman Karen Schmidt

Nays: Aldermen Amelia Buragas and Diana Hauman

Motion carried.

The following was presented:

Item 8B. Consideration of Analysis of Proposal and Approval of the Parking Garage Access Control Improvements Contract with Heartland Parking, Inc. for City RFP 2018-09 in the amount of \$910,155.73. *(Presentation by Facilities Manager Russ Waller, 10 minutes, City Council discussion 10 minutes)*

Mr. Waller provided a brief PowerPoint Presentation on this item some of the improvements that are planned as well as the financial benefits of doing it, potential financial benefits, and the potential financial consequences of not doing it.

Motion by Alderman Hauman, second by Alderman Buragas Council approves the unit prices and Contract with Heartland Parking, Inc. for the Parking Garage Access Control Improvements, RFP 2018-09, in the amount of \$910,155.73 be approved and authorize the City Manager and City Clerk to execute the necessary contract documents

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Painter, Sage, Mwilambwe, Buragas, Schmidt, Hauman and Bray.

Nays: Aldermen Scott Black and Jamie Mathy

Motion carried.

The following was presented:

Item 8C. Consideration of an Ordinance Amending Chapter 29, Sections 128, 130 and 154 to clarify time limits in the Government Center Parking Lot and establish a process for issuance of temporary parking permits. *(Presentation by Facilities Manager Russ Waller, 10 minutes, City Council discussion 10 minutes)*

Mr. Waller stated, we were approached by the McLean County government about what we call parking shuffling. Currently, the code says that two hours parking but there is nothing that defines that you can only park once per day.

The City is proposing to change in addition to the two-hour limitation, once per day is to take the 31 parking spaces, less 10 and move them to the Lincoln lot. We are looking to lease some M-plate spaces in there for those out-of-town government employees, whether McLean County or other government employee (local/state/federal/county). That provides those entities opportunities to come into town for a two hour meeting and be able to park reasonably. They will, too, be limited to the policy of two hours per day. The direct employee parking that was here will get removed and will be moved to the Lincoln Garage. So we are going from 58, 2-hour spaces to propose 86, 2-hour our spaces.

Mr. Waller stated, there is one last proposed change—temporary parking permit. This would be contractors and utility companies that are working in the downtown area.

ORDINANCE NO. 2017-108

AN ORDINANCE AMENDING CHAPTER 29, SECTIONS 128, 130 AND 154 TO CLARIFY TIME LIMITS IN THE GOVERNMENT CENTER PARKING LOT AND ESTABLISH A PROCESS FOR ISSUANCE OF TEMPORARY PARKING PERMITS

Motion by Alderman Hauman, second by Alderman Schmidt approving the Ordinance Amending Chapter 29, Sections 128, 130 and 154 be passed, and authorize Mayor and City Clerk to execute the necessary documents

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Buragas, Schmidt, Black, Hauman and Bray.

Nays: None

Motion carried.

The following was presented:

Item 8D. Consideration of a Resolution approving the City of Bloomington Brick Streets Master Plan. (*Presentation by Public Works Director Jim Karch, 5 minutes, City Council discussion 10 minutes*)

Mr. Karch provided a brief overview of this item and stated it had been previously presented to Council during a Committee of the Whole Meeting for discussion. He is seeking Council's approval for the plan. In this plan, we look at doing philosophical changes to how we assess the brick streets, preserving what we have. We are looking at possible ordinance amendments, that's some key things that we don't have in the master plan. We'll set the stage for us to bring back to these ordinance changes in December and January.

RESOLUTION NO. 2017 –48

A RESOLUTION APPROVING THE
CITY OF BLOOMINGTON BRICK STREETS MASTER PLAN

Motion by Alderman Schmidt, seconded by Alderman Painter the Resolution approving the City of Bloomington Brick Streets Master Plan minus any reference to a spending plan, with the expectation that Council will provide some form of funding for brick streets as part of Council Priorities be approved and that the Mayor and City Clerk be authorized to execute the necessary documents

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Buragas, and Schmidt.

Nays: Aldermen Scott Black, Diana Hauman and Kim Bray

Motion carried.

The following was presented:

Item 8E. Consideration of:

- a. Approving an Ordinance Amending the Budget for Fiscal Year 2018 with Hanson Professional Services, Inc. for Monroe Street Brick Restoration – Phase II and III.

ORDINANCE NO. 2017 –109

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018

- b. Approving a Professional Services Contract with Hanson Professional Services, Inc. for Monroe Street Brick Restoration – Phase II and III.

(Presentation by Public Works Director Jim Karch, 10 minutes, City Council discussion 10 minutes)

Mr. Karch and Mr. Yehl provided a brief overview of this item and asked Council to approve the accompany Ordinance and Professional Service Contract with Hanson Professional Services for Monroe Street Brick Restoration – Phase II and III.

Motion by Alderman Buragas, second by Alderman Black that the Ordinance Amending the Budget and the Professional Services Contract with Hanson Professional Services, Inc. for Monroe Street Brick Restoration – Phase II and III in the amount not to exceed \$179,024 be

accepted, and that the Ordinance and Contract be approved with an effective date of November 27, 2017, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Painter, Mathy, Mwilambwe, Buragas, Schmidt, and Black.

Nays: Aldermen Diana Hauman and Kim Bray, and Dave Sage.

Motion carried.

City Manager's Discussion

Mr. Rasmussen stated, the Downtown Signage Committee has been working for the last two months and they would like to bring the new signage designs forward to the city council at a work session at the next date of the City Council Meeting, on December 11th.

Mayor's Discussion

Mayor Renner thanked Alderwoman Hauman for going to the National League of Cities and representing the City.

City Aldermen's Discussion

Alderman Black stated he will not be in attendance at the December 11 Council Meeting as he will not be in town.

Alderman Hauman stated, the National League of Cities the agenda finally came out late Friday afternoon, and I've forwarded information to each of you here. It was a consent agenda, there was only one item pulled. It got 2 nay votes out of the 150 or 200 people that were voting delegates.

Adjournment

Motion by Alderman Black, seconded by Alderman Painter adjourning the meeting. Meeting adjourned at 9:44 PM.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of approving Bills, Payroll, and Procurement Card Purchases, in the amount of \$5,260,713.04.

RECOMMENDATION/MOTION: That the Bills, Payroll, and Procurement Card Purchases, be allowed in the amount of \$5,260,713.04, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$5,260,713.04 (Payroll total \$2,517,036.24, Accounts Payable total \$2,621,309.08, and Procurement Card Purchases total \$122,367.72).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Patti-Lynn Silva, Finance Director

Recommended by:

A handwritten signature in black ink that reads "Steve Ramussen".

Steve Ramussen, City Manager

Attachment:

- Bills, Payroll, and Procurement Card Purchases on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, and Procurement Card Purchases.

CITY OF BLOOMINGTON FINANCE REPORT

Council of December 11, 2017

PAYROLL

| Date | Gross Pay | Employer Contribution | Totals |
|----------------------------|-----------------|-----------------------|------------------------|
| 11/22/2017 | \$ 1,409,924.21 | \$ 370,047.04 | \$ 1,779,971.25 |
| 11/22/2017 | \$ 237,925.15 | \$ 81,673.51 | \$ 319,598.66 |
| 12/1/2017 | \$ 237,198.14 | \$ 81,709.03 | \$ 318,907.17 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| 11/21/2017 | \$ 94,932.99 | \$ 3,626.17 | \$ 98,559.16 |
| Off Cycle Adjustments | | | |
| PAYROLL GRAND TOTAL | | | \$ 2,517,036.24 |

ACCOUNTS PAYABLE

| Date | Bank | Total |
|-----------------------|----------------------|------------------------|
| 12/11/2017 | AP General | \$ 2,434,248.72 |
| 12/11/2017 | AP Comm Devel | \$ 32,493.44 |
| 12/11/2017 | AP IHDA | \$ 58,560.00 |
| 12/11/2017 | AP Library | \$ 35,256.77 |
| 12/11/2017 | AP MFT | \$ 24,961.23 |
| 11/29/2017-12/07/2017 | Off Cycle Check Runs | \$ 35,788.92 |
| | | . |
| AP GRAND TOTAL | | \$ 2,621,309.08 |

PCARDS

| Date Range | Total | |
|--------------------------|---------------|----------------------|
| 11/01/2017-11/30/2017 | \$ 122,367.72 | |
| PCARD GRAND TOTAL | | \$ 122,367.72 |

WIRES

| Date Range | Total | |
|-------------------------|-------|--|
| WIRE GRAND TOTAL | | |

| | | | |
|--------------|--|--|------------------------|
| TOTAL | | | \$ 5,260,713.04 |
|--------------|--|--|------------------------|

Respectfully,

Patti-Lynn Silva
Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of Approving Appointments to the Downtown Signage Committee.

RECOMMENDATION/MOTION: That Zachary Dietmeier, Mark Huffman, Clare Malott, and Isaac Thorne be appointed to the Downtown Signage Committee.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: The Mayor of the City of Bloomington has nominated and I ask your concurrence in the appointment of:

Downtown Signage Committee. Zachary Dietmeier of 1818 Parkway Court #8, Normal, Illinois 61761 to the Downtown Signage Committee. His term will be effective upon appointment and will expire 9-11-18. Application is on file in the Administration Office.

Clare Malott of 714 Vale Street, Bloomington, Illinois 61701 to the Downtown Signage Committee. Her term will be effective upon appointment and will expire 9-11-18. Application is on file in the Administration Office.

Mark Huffman of 804 N. School Street, Normal, Illinois 61761 to the Downtown Signage Committee. His term will be effective upon appointment and will expire 9-11-18. Application is on file in the Administration Office.

Isaac Thorne of 351 Wylie Drive, Normal, Illinois 61761 to the Downtown Signage Committee. His term will be effective upon appointment and will expire 9-11-18. Application is on file in the Administration Office.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

FINANCIAL IMPACT: Not applicable.

COMMUNITY DEVELOPMENT IMPACT: Not applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive style with a long horizontal flourish at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- Roster

Downtown Signage

| Mayor Appointed | Staff/Chair | First Name | Last Name | Expiration | Appointment Date | Year First Appt | Email | Street | City | Zip | Ward | Home Phone | Work Phone | Cell Phone | Reappointment |
|-----------------|-------------|------------|-----------|------------|------------------|-----------------|-------|--------|------|-----|------|------------|------------|------------|---------------|
| x | Community | Crystal | Howard | 09/11/18 | 09/11/17 | 2015 | | | | | | | | | |
| x | Community | Beth | Whisman | 09/11/18 | 09/11/17 | 2015 | | | | | | | | | |
| x | Community | Russel | Francois | 12/01/16 | Zach | 2015 | | | | | | | | | |
| x | Community | Dave | Park | 09/11/18 | 09/11/17 | 2015 | | | | | | | | | |
| x | Community | Thom | Jones | 09/11/18 | 09/11/17 | 2015 | | | | | | | | | |
| x | Community | Carl | Teichman | 09/11/18 | 09/11/17 | 2015 | | | | | | | | | |
| x | Community | Vicki Lynn | Tilton | 09/11/18 | 09/11/17 | 2015 | | | | | | | | | |
| x | Community | Kyle | Ham | 12/01/16 | Clare | 2015 | | | | | | | | | |
| x | Community | Andrew | Johnson | 12/01/16 | Isaac | 2015 | | | | | | | | | |
| x | Community | Tom | Kriegar | 09/11/18 | 09/11/17 | 2015 | | | | | | | | | |
| x | Community | Tricia | Stiller | 12/01/16 | Mark | 2015 | | | | | | | | | |
| | Staff | Kevin | Kothe | | | | | | | | | | | | |
| Chair | Staff | Steve | Rasmussen | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

Details:

Term: 1 year, ad hoc

Members: 11 members

Number of members the Mayor appoints: 11

Type: Internal

City Code: Chapter 2, Section 31

Required by State Statute: No

Intergovernmental Agreements: None

Meetings: 1st and 4th Tuesdays, 8:00 am, Public Works Conference Room

Number of Vacancies: 4

Number of Expired Board Members (Blm Appointments only): 4

Number of Expired Board Members Eligible for Reappointment: 4

Appointment/Reappointment Notes:



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of approving a schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2018 Calendar Year.

RECOMMENDATION/MOTION: that Council approve the 2018 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.

STRATEGIC PLAN LINK: (Goal 4.) Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: (Objective: e/f.) Strong partnership with residents and neighborhood associations, and residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: Each year before the end of the calendar year, the City Clerk's Office in cooperation with other City departments who have a staff liaison for the City Council Boards and Commissions determine the meeting schedule for the following calendar year. Setting this calendar allows the public and the City to have a predetermined list of dates that the City Council and each appointed Board and/or Commission will meet. Once approved by the City Council, this information will be posted and placed on the City's website calendar. This annual notice must include the meetings of regularly scheduled committees or subcommittees of the board or council, as well as meetings of any formally created advisory groups, per 5 ILCS 120/2.02.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Residents, businesses and others that either attend city meetings or have a vested interest in the conduct of city business.

FINANCIAL IMPACT: No impact.

COMMUNITY DEVELOPMENT IMPACT: Not application

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen".

Steve Rasmussen

Interim City Manager

Attachments:

- 2018 Calendar of Scheduled Meetings.

MEETING DATES AND TIMES OF CITY COUNCIL AND BOARDS AND COMMISSIONS
OF THE CITY OF BLOOMINGTON, ILLINOIS - CALENDAR YEAR 2018

BLOOMINGTON CITY COUNCIL

Second and Fourth Monday of each month
7:00 p.m. prevailing time – City Hall

01/08/18
01/22/18
02/12/18
02/26/18
03/12/18
03/26/18
04/09/18
04/23/18
05/14/18
05/28/18
06/11/18
06/25/18
07/09/18
07/23/18
08/13/18
08/27/18
09/10/18
09/24/18
10/08/18
10/22/18
11/12/18
11/26/18
12/10/18
12/17/18 (3rd Monday)

**BLOOMINGTON TOWNSHIP
BOARD OF TRUSTEES**

Fourth Monday of each month
6:30 p.m. prevailing time – Council Chambers

01/22/18
02/26/18
03/26/18
04/23/18
05/28/18
06/25/18
07/23/18
08/27/18
09/24/18
10/22/18
11/26/18
12/17/18 (Third Monday)

BUILDING BOARD OF APPEALS

Bi-Annually on the first Tuesday of the month
and as needed
1:30 p.m. prevailing time – Council Chambers

Tentative!

06/05/18
12/04/18

CITIZENS BEAUTIFICATION COMMITTEE

Third Thursday of each month
6:00 p.m. prevailing time –BPD Osborn Room

01/18/18
02/15/18
03/15/18
04/27/18 – City of Blm Park Maintenance Building
05/17/18
06/21/18
07/19/18
08/16/18
09/20/18
10/18/18
11/15/18

COMMITTEE OF THE WHOLE

Third Monday of each month
5:30 p.m. prevailing time – Council Chambers

01/15/18 (Tuesday)
02/19/18
03/19/18
04/16/18
05/21/18
06/18/18
07/16/18
08/20/18
09/17/18
10/15/18
11/19/18

MEETING DATES AND TIMES OF CITY COUNCIL AND BOARDS AND COMMISSIONS
OF THE CITY OF BLOOMINGTON, ILLINOIS - CALENDAR YEAR 2018

CULTURAL DISTRICT BOARD

Second and Fourth Thursday of each month
7:30 a.m. prevailing time – Creativity Center Confer-
ence Room (107 E. Chestnut)

01/11/18
01/25/18
02/08/18
02/22/18
03/08/18
03/22/18
04/12/18
04/26/18
05/10/18
05/24/18
06/14/18
06/28/18
07/12/18
07/26/18
08/09/18
08/23/18
09/13/18
09/27/18
10/11/18
10/25/18
11/08/18
(No meeting Thanksgiving)
12/13/18
12/27/18

FIRE AND POLICE COMMISSION

First Tuesday of each month
4:00 p.m. prevailing time – Council Chambers

01/23/18 (3rd Tuesday due to Holiday)
02/06/18
03/06/18
04/03/18
05/01/18
06/05/18
07/10/18 (Due to July 4th Holiday)
08/07/18
09/04/18
10/02/18
11/06/18
12/04/18

HISTORIC PRESERVATION

Third Thursday of each month
5:00 p.m. prevailing time – Council Chambers

01/18/18
02/15/18
03/15/18
04/19/18
05/17/18
06/21/18
07/19/18
08/16/18
09/20/18
10/18/18
11/15/18
12/20/18

HUMAN RELATIONS COMMISSION

Second Wednesday of each month
6:00 p.m. prevailing time – Council Chambers

01/10/18
02/14/18
03/14/18
04/11/18
05/09/18
06/13/18
07/11/18
08/08/18
09/12/18
10/10/18
11/14/18
12/12/18

JAPAN SISTER CITY COMMITTEE

First Monday of each month
6:30 p.m. prevailing time – CIRA 2nd floor conference
room

01/08/18 (2nd Monday due to Holiday)
02/05/18
03/05/18
04/02/18
05/07/18
06/04/18
07/09/18 (2nd Monday due to Holiday)
08/06/18
09/10/18 (2nd Monday due to Holiday)
10/01/18
11/05/18
12/03/18

**MEETING DATES AND TIMES OF CITY COUNCIL AND BOARDS AND COMMISSIONS
OF THE CITY OF BLOOMINGTON, ILLINOIS - CALENDAR YEAR 2018**

LIQUOR COMMISSION

Second Tuesday of each month
4:00 p.m. prevailing time – Council Chambers

01/09/18
02/13/18
03/13/18
04/10/18
05/08/18
06/12/18
07/10/18
08/14/18
09/11/18
10/09/18
11/13/18
12/11/18

09/12/18
09/26/18
10/10/18
10/24/18
11/14/18
11/28/18
12/12/18
12/26/18

PROPERTY MAINTENANCE BOARD

Fourth Thursday of January, April, July & October
4:00 p.m. prevailing time – Council Chambers

01/25/18
04/26/18
07/26/18
10/25/18

ZONING BOARD OF APPEALS

Third Wednesday of each month
4:00 p.m. prevailing time – Council Chambers

01/17/18
02/21/18
03/21/18
04/18/18
05/16/18
06/20/18
07/18/18
08/15/18
09/19/18
10/17/18
11/21/18
12/19/18

TRANSPORTATION COMMISSION

Third Tuesday of each month
4:00 p.m. prevailing time – City Council Chambers

10/17/17
11/28/17 (4th Tuesday Due to Holiday)
12/19/17
01/16/18
02/20/18
03/20/18
04/17/18
05/15/18
06/19/18
07/17/18
08/21/18
09/18/18
10/16/18
11/20/18
12/18/18

PLANNING COMMISSION

Second and Fourth Wednesday of each month
4:00 p.m. prevailing time – Council Chambers

01/10/18
01/24/18
02/14/18
02/28/18
03/14/18
03/28/18
04/11/18
04/25/18
05/09/18
05/23/18
06/13/18
06/27/18
07/11/18
07/25/18
08/08/18
08/22/18



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of approving the purchase of one E-One Typhoon/1500gpm pumper from Banner Fire Equipment in the amount of \$691,630.

RECOMMENDATION/MOTION: Council approves the purchase of one (1) – 2018 E-ONE All Aluminum 1500 gpm pumper unit mounted on an E-One Typhoon custom chassis with Cummins ISL 450hp engine, 720 gallon tank, 1500gpm e-Max pump, low hose bed body and loose equipment for the cost of \$691,630 from Banner Fire Equipment, through the Houston-Galveston Area Council (H-GAC) joint purchasing group (expiration date – 11/30/19), and authorize the Procurement Manager to issue a Purchase Order.

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

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

BACKGROUND: The Fire Department is requesting to purchase a new engine, from the Houston Galveston Area Council Purchasing Cooperative. This new engine will be stationed at Station 6 and be known as Engine 6. This engine will replace the 2000 Pierce Dash 1500 gpm engine known as Engine 8. Engine 8 was scheduled to be replaced in 2015 per the fire department replacement schedule, but that was pushed off until this budget. The Bloomington Fire Department has established a best practice for replacement of fire apparatus following the recommendations of NFPA 1901 Standard for Automotive Apparatus. This standard recommends that fire departments replace apparatus that is 15 years old or older. The standard bases this recommendation on the improved safety upgrades over a 15 year period. The department also looks at the use patterns, miles driven and hours operated and has determined that operating costs begin to outweigh the value of the vehicle after fifteen years.

This engine has been designed almost exactly the same as our last engine that was purchased in 2017. As we design these engines, we are looking for ways to make them safer for our personnel and more efficient in their operation, yet meet the needs to provide the best emergency services to the citizens and visitors of the City of Bloomington. The engine has been designed to carry additional EMS equipment for our personnel to operate at the Intermediate level of care, with the goal to upgrade to an Advanced Life Support Engine in the future. The new apparatus is anticipated to arrive 300-330 days after the purchase order is received by the vendor.

The apparatus committee has made a recommendation to the department that we continue to use E-One as the manufacturer of the department's apparatus. The committee's decision was based on our past experience with our current E-One apparatus. We have been pleased with the quality of the E-One apparatus. The department has also been very pleased with the service we receive

from Banner Fire Equipment, the E-One dealer for our area, when repairs or parts are needed for our current E-One apparatus. Our salesman from Banner, Craig Hammerick, he has provided us great support and assistance when dealing with Banner and E-One.

The apparatus committee did look at other manufacturers, but determined that E-One is best suited for our department.

The cost of the E-One engine is \$708,395, with a pre-payment discount of \$16,765; this brings the cost of the vehicle to \$691,630. Fire Department staff is recommending that the city take advantage of the pre-payment option that is offered by the E-One to assist in lowering the cost of the apparatus. E-One provides an adequate performance bond to minimize the risk of a pre-payment.

The HGAC (Houston Galveston Area Council) is a nationally recognized joint purchasing cooperative. The City is a member of the Coop and has made purchases through them in the past. The HGAC utilizes a nation-wide bid process for select goods and services. After evaluating the various models of fire apparatus available through the HGAC, the model selected was the most cost effective unit meeting the needs of the City. HGAC contract number is FS12-17 HC04.

Upon delivery of the fire engine, the 2000 Pierce Dash 1500gpm pumper (Engine 8) would be declared surplus City property and shall be disposed of in compliance with City Code. Staff recommends that the apparatus be listed on PublicSurplus.com and be offered/sold on public auction. Should the apparatus not be sold at auction, Staff is authorized to negotiate the sale.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: HGAC Buy

FINANCIAL IMPACT: Funds totaling \$742,630 are included in the FY 2018 Budget under the Capital Lease-Capital Outlay Licensed Vehicle account (40110137-72130). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 102 and 107.

COMMUNITY DEVELOPMENT IMPACT: N/A

[Link to Comprehensive Plan/Downtown Plan Goals:](#)

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Eric C. West, Deputy Chief

Reviewed by: Brian M Mohr, Fire Chief

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Scott Rathbun, Sr. Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- BFD 1B- 2018 E-One Engine Proposal eMax Typ pump 102617

BANNER

FIRE EQUIPMENT, INC.

FIRE APPARATUS PROPOSAL

=====

DATE: October 26, 2017

This proposal has been prepared for:

**CITY OF BLOOMINGTON, ILLINOIS
FIRE DEPARTMENT
109 EAST OLIVE STREET
BLOOMINGTON, IL. 61702**

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

| UNIT QUANTITY | MODEL | PRICE |
|------------------|---|--------------|
| 1 | E-One All Aluminum 1500gpm Rescue Pumper unit mounted on an E-One Typhoon custom chassis with Cummins ISL9 450hp engine, 720 gallon tank, 1500 gpm e-Max pump. Pricing of the unit will be per HGAC schedule. | \$636,395.00 |
| | Accessory Equipment Package | \$ 72,000.00 |
| | Pricing of the above unit will be per HGAC schedule. Contract No. FS12-17 HC04 | |
| | Total | \$708,395.00 |

Delivery will be FOB Roxana, Il. and will be made approximately 330-360 calendar days after receipt of purchase order. Standard Terms of Payment are 90% of the purchase price due upon arrival of the unit at our Roxana, Il. facility, with the balance due upon pick up.

Company: BANNER FIRE EQUIPMENT, INC.

By: _____
Michael J. Benker

Title: Dealer Principal

BANNER

FIRE EQUIPMENT, INC.

ITEMS INCLUDED IN PROPOSAL

- Prebuild plant trip for (3) three Bloomington personnel
- Final Inspection trip for (3) three Bloomington personnel
- HGAC fee
- Performance Bond

ACCESSORY EQUIPMENT

MSA Evolution TIC

Elkhart Stinger Monitor with tube, tips, ground base

Genesis e-Force 17C battery operated Combination tool with mounting bracket

Genesis 110V adapter

(4) Scott AP75 4.5 SCBA with AV300HT facepiece

(14) Scott 804721 Cylinders

(4) Streamlight Vulcan handlights

Pair of Zico folding wheel chocks with brackets

(2) Task Force Intake valves

(1) each 6,8 and 10ft NY roof hooks

PREPAYMENT OPTIONS

The City may elect to exercise one of the following prepayment options:

Prepayment Option One: 100 % Full Prepayment

Prepayment discount is based on a 100% prepayment of the contract price. Prepayment must be made within 21 calendar days of purchase order/contract date. The discount for this option would be **\$16,765.00**

Example one: Bid/Contract Price **\$708,395.00** less Prepayment discount of **\$16,765.00** equals a down payment of **\$691,630.00** payable within 21 calendar days.

Prepayment Option 2 :

Prepayment discounts can also be calculated on a per day basis based upon a 3% annual percentage rate. Prepayments earn interest beginning three business days after funds are received at our Roxana office, and ending the day the truck leaves the Ocala, Florida plant. The discounts are based upon a specific calendar day delivery schedule and may be adjusted up or down based upon the actual delivery time.

BANNER

FIRE EQUIPMENT, INC.

Example 1: \$100,000.00 down payment with a 270 day delivery:

$\$100,000.00 \times 0.03 / 365 \text{ days} \times 270 \text{ days} = \$2,218.00 \text{ discount}$

BANNER
FIRE EQUIPMENT, INC.



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: November 27, 2017

SUBJECT: Consideration of approving the purchasing of six (6) Police vehicles using the Northwest Suburban Purchasing Cooperative (NSPC) Contract in the amount of \$209,916.00.

RECOMMENDATION/MOTION: Council approves the purchase, six (6) Police Interceptor vehicles through the Northwest Municipal Conference (SPC) Suburban Purchasing Cooperative Contract number #152 (expiration date of 11/8/18) from Currie Motors of Frankfort IL in the amount of \$209,916.00, and the Purchasing Agent be authorized to issue a Purchase Order

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

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: Currently there are three (3) Marked Patrol and three (3) CID units to be replaced in this fiscal year Budget. These units will have over 100,000 miles or be over 14 years old when the new units arrive and are put into service. One of the marked patrol units will replace a unit that was totaled this year and the scheduled unit will be budgeted and replaced next fiscal year. Police equipment will be transferred from the old units to the replacement units.

Normal replacement of marked patrol cars is at 100,000 miles. Total repair and maintenance on the six units is \$55,506.18 to date. Staff respectfully requests to replace the six (6) units that are scheduled at this time or units that need repairs that exceed their value at the time the new units are put in service. Staff respectfully requests to have the replacement units declared surplus and be sold on public auction.

The current police fleet is made up of Chevrolet Impalas, Caprices, and Tahoe's. Police Interceptor Sedans and Utilities. We run a mix of vehicles so that the entire fleet is not down due to a safety recall of which there have been many in the past few years. The new units were selected for use because of the increased driver interior space and all-wheel drive capability for use in snow and ice events and are pursuit rated.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The Police Department FY 2018 Budget line item 40110137-72130 has \$214,280.00 budgeted for the replacement of units P03, P20, P26, P31, P38 and P39 under the Capital Lease-Capital Outlay Licensed Vehicles account (40110137-72130). The replacement units will cost \$209,916.00. Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Budget Other Funds" on pages 102 and 106.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PW 4B Police Interceptor Vehicles Quotation



Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

Customer Proposal

Prepared for:

City Of Bloomington

Prepared by:

THOMAS SULLIVAN
Office: 708-479-1100

Date: 11/13/2017

Vehicle: 2017 Utility Police Interceptor Base
AWD

Quote ID: markedcod3





Major Equipment

(Based on selected options, shown at right)

3.7L V-6 DOHC w/SMPI 304hp
 6 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth wireless streaming
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Axle to end of frame: 46.5"

Exterior:Shadow Black
 Interior:Charcoal Black

- * Brake assistance
- * P 245/55R18 BSW AS W-rated tires
- * Air conditioning
- * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control
- * LED brakelights
- * Dual power remote heated mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel Economy

City

16 mpg



Hwy

21 mpg

Selected Options

MSRP

| | |
|--|-------------|
| STANDARD VEHICLE PRICE | \$31,995.00 |
| Order Code 500A | N/C |
| 113" Wheelbase | STD |
| Monotone Paint Application | STD |
| Paint Table : Primary | \$0.00 |
| Charcoal Black | N/C |
| Ready For The Road Package | \$3,415.00 |
| Dark Car Feature | \$20.00 |
| Driver Only LED Spot Lamp (Unity) | \$395.00 |
| Shadow Black | N/C |
| SYNC Basic (Voice-Activated Communications System) | \$295.00 |
| Red/White Dome Lamp in Cargo Area | \$50.00 |
| Global Lock / Unlock Feature | N/C |
| Front Warning Auxiliary LED Lights | \$550.00 |
| Police Engine Idle Feature | \$260.00 |
| Heated Sideview Mirrors | \$60.00 |
| Rear Quarter Glass Side Marker LED Lights | \$575.00 |
| Cargo Storage Vault | \$245.00 |
| Engine: 3.7L V6 Ti-VCT FFV | Included |
| Transmission: 6-Speed Automatic | Included |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2017 Utility Police Interceptor, Sport Utility

AWD Base(K8A)

Price Level: 750 Quote ID: markedcod3

| | |
|--|--------------------|
| 3.65 Axle Ratio | Included |
| GVWR: 6,300 lbs | Included |
| Tires: P245/55R18 AS BSW | Included |
| Wheels: 18" x 8" 5-Spoke Painted Black Steel | Included |
| Unique HD Cloth Front Bucket Seats w/Vinyl Rear | Included |
| Radio: MyFord AM/FM/CD/MP3 Capable | Included |
| Front Headlamp Lighting Solution | Included |
| Grille LED Lights, Siren & Speaker Pre-Wiring | Included |
| Tail Lamp Lighting Solution | Included |
| Rear Lighting Solution | Included |
| Rear Console Plate | Included |
| 100 Watt Siren/Speaker w/Bracket & Pigtail | Included |
| Hidden Door-Lock Plunger/Rr-Door Handles Inoperable | Included |
| <hr/> | |
| SUBTOTAL | \$37,860.00 |
| Destination Charge | \$945.00 |
| <hr/> | |
| TOTAL | \$38,805.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City Of Bloomington
 By: THOMAS SULLIVAN Date: 11/13/2017



Selected Options

| Code | Description | MSRP |
|------------------------------|---|-------------|
| Base Vehicle | | |
| K8A | Base Vehicle Price (K8A) | \$31,995.00 |
| Packages | | |
| 500A | Order Code 500A <i>Includes:</i> - Engine: 3.7L V6 Ti-VCT FFV - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: P245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: MyFord AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display. | N/C |
| Powertrain | | |
| 99R | Engine: 3.7L V6 Ti-VCT FFV | Included |
| 44C | Transmission: 6-Speed Automatic | Included |
| STDAX | 3.65 Axle Ratio | Included |
| STDGV | GVWR: 6,300 lbs | Included |
| Wheels & Tires | | |
| STDTR | Tires: P245/55R18 AS BSW | Included |
| STDWL | Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i> | Included |
| Seats & Seat Trim | | |
| 9 | Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i> | Included |
| Other Options | | |
| 113WB | 113" Wheelbase | STD |
| PAINT | Monotone Paint Application | STD |
| STDRD | Radio: MyFord AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i> | Included |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

| Code | Description | MSRP |
|------|--|------------|
| 66A | Front Headlamp Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes base LED low beam/incandescent (halogen) high beam headlamp with high beam wig-wag function and (2) white rectangular LED side warning lights. Wiring and LED lights included. Controller not included.</i> <i>Includes:</i> - Grille LED Lights, Siren & Speaker Pre-Wiring | Included |
| 66B | Tail Lamp Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes base LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.</i> | Included |
| 66C | Rear Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.</i> | Included |
| 67H | Ready For The Road Package The lights, siren and speaker are fully wired and functional. Pre-set flash patterns (also configurable). Determine the location of your Cencom Control Head and simply plug-in the wire harness. <i>Includes Whelen Cencom light controller head with dimmable back light, Whelen Cencom relay center/siren/amp with Traffic Advisor control outputs (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) with additional input/output pigtailed, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head, grille linear LED lights (red/blue), wiring harness I/P to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine cargo area and rear hatch/cargo area wiring - supports up to (6) rear LED lights.</i> <i>Includes:</i> - Front Headlamp Lighting Solution <i>Includes base LED low beam/incandescent (halogen) high beam headlamp with high beam wig-wag function and (2) white rectangular LED side warning lights. Wiring and LED lights included. Controller not included.</i> - Grille LED Lights, Siren & Speaker Pre-Wiring - Tail Lamp Lighting Solution <i>Includes base LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.</i> - Rear Lighting Solution <i>Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.</i> - Rear Console Plate - 100 Watt Siren/Speaker w/Bracket & Pigtail - Hidden Door-Lock Plunger/Rr-Door Handles Inoperable | \$3,415.00 |
| 43D | Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i> | \$20.00 |
| 17T | Red/White Dome Lamp in Cargo Area | \$50.00 |
| 21L | Front Warning Auxiliary LED Lights <i>Includes driver side - red / passenger side - blue.</i> | \$550.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

| Code | Description | MSRP |
|------|---|----------|
| 60A | Grille LED Lights, Siren & Speaker Pre-Wiring | Included |
| 63L | Rear Quarter Glass Side Marker LED Lights <i>Includes driver side - red / passenger side - blue.</i> | \$575.00 |
| 51R | Driver Only LED Spot Lamp (Unity) | \$395.00 |
| 53M | SYNC Basic (Voice-Activated Communications System) <i>Includes single USB port and single auxiliary audio input jack.</i> | \$295.00 |
| 52P | Hidden Door-Lock Plunger/Rr-Door Handles Inoperable | Included |
| 18D | Global Lock / Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless.</i> | N/C |
| 85R | Rear Console Plate Contours through 2nd row; channel for wiring. | Included |
| 549 | Heated Sideview Mirrors | \$60.00 |
| 47A | Police Engine Idle Feature <i>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</i> | \$260.00 |
| 63V | Cargo Storage Vault <i>Includes lockable door and compartment light.</i> | \$245.00 |
| 18X | 100 Watt Siren/Speaker w/Bracket & Pigtail | Included |

Interior Colors

| | | |
|-------|----------------|-----|
| 9W_01 | Charcoal Black | N/C |
|-------|----------------|-----|

Primary Colors

| | | |
|-------|--------------|-----|
| G1_02 | Shadow Black | N/C |
|-------|--------------|-----|

Upfit Options

| | | |
|-------|----------|----------|
| D-001 | Delivery | \$150.00 |
|-------|----------|----------|

| | |
|--------------------|-------------|
| SUBTOTAL | \$38,010.00 |
| Destination Charge | \$945.00 |

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Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

2017 Utility Police Interceptor, Sport
Utility

AWD Base(K8A)
Price Level: 750 Quote ID: markedcod3

Selected Options (cont'd)

| Code | Description | MSRP |
|-------|-------------|-------------|
| TOTAL | | \$38,955.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City Of Bloomington
By: THOMAS SULLIVAN Date: 11/13/2017



Pricing - Multiple Vehicles (2)

| | MSRP |
|-----------------------------|--------------------|
| <i>Vehicle Pricing</i> | |
| Base Vehicle Price | \$63,990.00 |
| Options & Colors | \$11,730.00 |
| Upfitting | \$300.00 |
| Destination Charge | \$1,890.00 |
| <i>Discount Adjustments</i> | |
| Discount | -\$13,252.00 |
| <hr/> | |
| Total | \$64,658.00 |

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Warranty - Standard Equipment & Specs

Warranty

Basic

Distance 36000 miles Months 36 months

Powertrain

Distance 100000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60000 miles Months 60 months

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Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

Customer Proposal

Prepared for:

City Of Bloomington

Prepared by:

THOMAS SULLIVAN
Office: 708-479-1100

Date: 11/13/2017

Vehicle: 2017 Utility Police Interceptor Base
AWD

Quote ID: markedcod3





Major Equipment

(Based on selected options, shown at right)

3.7L V-6 DOHC w/SMPI 304hp
 6 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth wireless streaming
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Axle to end of frame: 46.5"

Exterior:Shadow Black
 Interior:Charcoal Black

- * Brake assistance
- * P 245/55R18 BSW AS W-rated tires
- * Air conditioning
- * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control
- * LED brakelights
- * Dual power remote heated mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel Economy

City

16 mpg



Hwy

21 mpg

Selected Options

MSRP

| | |
|--|-------------|
| STANDARD VEHICLE PRICE | \$31,995.00 |
| Order Code 500A | N/C |
| 113" Wheelbase | STD |
| Monotone Paint Application | STD |
| Paint Table : Primary | \$0.00 |
| Charcoal Black | N/C |
| Ready For The Road Package | \$3,415.00 |
| Dark Car Feature | \$20.00 |
| Driver Only LED Spot Lamp (Unity) | \$395.00 |
| Shadow Black | N/C |
| SYNC Basic (Voice-Activated Communications System) | \$295.00 |
| Red/White Dome Lamp in Cargo Area | \$50.00 |
| Global Lock / Unlock Feature | N/C |
| Front Warning Auxiliary LED Lights | \$550.00 |
| Police Engine Idle Feature | \$260.00 |
| Heated Sideview Mirrors | \$60.00 |
| Rear Quarter Glass Side Marker LED Lights | \$575.00 |
| Cargo Storage Vault | \$245.00 |
| Engine: 3.7L V6 Ti-VCT FFV | Included |
| Transmission: 6-Speed Automatic | Included |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2017 Utility Police Interceptor, Sport Utility

AWD Base(K8A)

Price Level: 750 Quote ID: markedcod3

| | |
|--|--------------------|
| 3.65 Axle Ratio | Included |
| GVWR: 6,300 lbs | Included |
| Tires: P245/55R18 AS BSW | Included |
| Wheels: 18" x 8" 5-Spoke Painted Black Steel | Included |
| Unique HD Cloth Front Bucket Seats w/Vinyl Rear | Included |
| Radio: MyFord AM/FM/CD/MP3 Capable | Included |
| Front Headlamp Lighting Solution | Included |
| Grille LED Lights, Siren & Speaker Pre-Wiring | Included |
| Tail Lamp Lighting Solution | Included |
| Rear Lighting Solution | Included |
| Rear Console Plate | Included |
| 100 Watt Siren/Speaker w/Bracket & Pigtail | Included |
| Hidden Door-Lock Plunger/Rr-Door Handles Inoperable | Included |
| <hr/> | |
| SUBTOTAL | \$37,860.00 |
| Destination Charge | \$945.00 |
| <hr/> | |
| TOTAL | \$38,805.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City Of Bloomington
 By: THOMAS SULLIVAN Date: 11/13/2017



Selected Options

| Code | Description | MSRP |
|------------------------------|---|-------------|
| Base Vehicle | | |
| K8A | Base Vehicle Price (K8A) | \$31,995.00 |
| Packages | | |
| 500A | Order Code 500A <i>Includes:</i> - Engine: 3.7L V6 Ti-VCT FFV - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: P245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: MyFord AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display. | N/C |
| Powertrain | | |
| 99R | Engine: 3.7L V6 Ti-VCT FFV | Included |
| 44C | Transmission: 6-Speed Automatic | Included |
| STDAX | 3.65 Axle Ratio | Included |
| STDGV | GVWR: 6,300 lbs | Included |
| Wheels & Tires | | |
| STDTR | Tires: P245/55R18 AS BSW | Included |
| STDWL | Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i> | Included |
| Seats & Seat Trim | | |
| 9 | Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i> | Included |
| Other Options | | |
| 113WB | 113" Wheelbase | STD |
| PAINT | Monotone Paint Application | STD |
| STDRD | Radio: MyFord AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i> | Included |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

| Code | Description | MSRP |
|------|--|------------|
| 66A | Front Headlamp Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes base LED low beam/incandescent (halogen) high beam headlamp with high beam wig-wag function and (2) white rectangular LED side warning lights. Wiring and LED lights included. Controller not included.</i> <i>Includes:</i> - Grille LED Lights, Siren & Speaker Pre-Wiring | Included |
| 66B | Tail Lamp Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes base LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.</i> | Included |
| 66C | Rear Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.</i> | Included |
| 67H | Ready For The Road Package The lights, siren and speaker are fully wired and functional. Pre-set flash patterns (also configurable). Determine the location of your Cencom Control Head and simply plug-in the wire harness. <i>Includes Whelen Cencom light controller head with dimmable back light, Whelen Cencom relay center/siren/amp with Traffic Advisor control outputs (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) with additional input/output pigtailed, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head, grille linear LED lights (red/blue), wiring harness I/P to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine cargo area and rear hatch/cargo area wiring - supports up to (6) rear LED lights.</i> <i>Includes:</i> - Front Headlamp Lighting Solution <i>Includes base LED low beam/incandescent (halogen) high beam headlamp with high beam wig-wag function and (2) white rectangular LED side warning lights. Wiring and LED lights included. Controller not included.</i> - Grille LED Lights, Siren & Speaker Pre-Wiring - Tail Lamp Lighting Solution <i>Includes base LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.</i> - Rear Lighting Solution <i>Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.</i> - Rear Console Plate - 100 Watt Siren/Speaker w/Bracket & Pigtail - Hidden Door-Lock Plunger/Rr-Door Handles Inoperable | \$3,415.00 |
| 43D | Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i> | \$20.00 |
| 17T | Red/White Dome Lamp in Cargo Area | \$50.00 |
| 21L | Front Warning Auxiliary LED Lights <i>Includes driver side - red / passenger side - blue.</i> | \$550.00 |

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Selected Options (cont'd)

| Code | Description | MSRP |
|------|---|----------|
| 60A | Grille LED Lights, Siren & Speaker Pre-Wiring | Included |
| 63L | Rear Quarter Glass Side Marker LED Lights <i>Includes driver side - red / passenger side - blue.</i> | \$575.00 |
| 51R | Driver Only LED Spot Lamp (Unity) | \$395.00 |
| 53M | SYNC Basic (Voice-Activated Communications System) <i>Includes single USB port and single auxiliary audio input jack.</i> | \$295.00 |
| 52P | Hidden Door-Lock Plunger/Rr-Door Handles Inoperable | Included |
| 18D | Global Lock / Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless.</i> | N/C |
| 85R | Rear Console Plate Contours through 2nd row; channel for wiring. | Included |
| 549 | Heated Sideview Mirrors | \$60.00 |
| 47A | Police Engine Idle Feature <i>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</i> | \$260.00 |
| 63V | Cargo Storage Vault <i>Includes lockable door and compartment light.</i> | \$245.00 |
| 18X | 100 Watt Siren/Speaker w/Bracket & Pigtail | Included |

Interior Colors

| | | |
|-------|----------------|-----|
| 9W_01 | Charcoal Black | N/C |
|-------|----------------|-----|

Primary Colors

| | | |
|-------|--------------|-----|
| G1_02 | Shadow Black | N/C |
|-------|--------------|-----|

Upfit Options

| | | |
|---------|--------------------------|------------|
| CPS-001 | Police Equipment Options | \$7,538.00 |
|---------|--------------------------|------------|

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Selected Options (cont'd)

| Code | Description | MSRP |
|--------------------|---|--------------------|
| | <p><i>Upfitting of emergency vehicle, Patrol, Police Department (Currie Demo) 1 Hi-Amp manual reset 80 amp surface mount breaker Vehicle power center Anti-Theft Module 1 D&R Ford Interceptor Explorer LT7600 Console W/ Sliding Armrest & 1 mount base for LT7600, Re-enforced Slider Ford Interceptor Explorer, Cabinet Subframe with Electronics Sub Panel Mount D&R Triple outlet 12V power accessory with USB Charging port(console 1 mount) D & R Console Mounted Laptop Swing Arm Mount 1 D&R Dual Cupholder - In Console Mount 1 17 Federal Signal Legend (IL STATE CONTRACT PRICING) red / blue 1 LED with LED takedowns. Includes serial interface module. Taillight / Revers light flasher with Diode Block 1 Nova/Code 3 Microdash Self Contained Preemption Strobe 1 Go Rhino! Sliding Window Partition / Uncoated clear polycarbonate 1 GoRhino! Interceptor Utility SCA Transfer Kit (Includes Upper & Lower 1 Filler Panels, Mounting Brackets & Hardware) Go Rhino Ford Interceptor Utility Recessed Storage Center Panel & Lower 1 Extension Kit Ford Utility - Polymer Rear Transport Seat TPO, OS Belts, Rear Steel 1 1 partition (2013-2016) STI-CO Flexi-Whip Antennas, Replacement Mast Only 1 3/4" NMO Brass, Hole mount antenna cable. 22' NMO-60-264-M1-N 1 24.00 2017 Motorola PM400 Mobile Radio VHF 1 475.00 StarSignal ULB9 with StarBurst optics, red/blue.</i></p> | |
| SUBTOTAL | | \$45,398.00 |
| Destination Charge | | \$945.00 |
| TOTAL | | \$46,343.00 |

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Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2017 Utility Police Interceptor, Sport Utility
 AWD Base(K8A)
 Price Level: 750 Quote ID: markedcod3

Pricing - Single Vehicle

| | MSRP |
|-----------------------------|--------------------|
| <i>Vehicle Pricing</i> | |
| Base Vehicle Price | \$31,995.00 |
| Options & Colors | \$5,865.00 |
| Upfitting | \$7,538.00 |
| Destination Charge | \$945.00 |
| <i>Discount Adjustments</i> | |
| Discount | -\$6,626.00 |
| <hr/> | |
| Total | \$39,717.00 |

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Warranty - Standard Equipment & Specs

Warranty

Basic

Distance 36000 miles Months 36 months

Powertrain

Distance 100000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60000 miles Months 60 months

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Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

Customer Proposal

Prepared for:

City Of Bloomington

Prepared by:

THOMAS SULLIVAN
Office: 708-479-1100

Date: 10/25/2017

Vehicle: 2018 Police Interceptor Utility Base
AWD

Quote ID: bloomingto





Major Equipment

(Based on selected options, shown at right)

3.7L V-6 DOHC w/SMPI 304hp
 6 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth wireless streaming
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Axle to end of frame: 46.5"

Exterior:Shadow Black
 Interior:Charcoal Black

- * Brake assistance
- * P 245/55R18 BSW AS W-rated tires
- * Air conditioning
- * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control
- * LED brakelights
- * Dual power remote heated mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel Economy

City

16 mpg



Hwy

21 mpg

Selected Options

MSRP

| | |
|--|-------------|
| STANDARD VEHICLE PRICE | \$32,320.00 |
| Order Code 500A | N/C |
| 113" Wheelbase | STD |
| Monotone Paint Application | STD |
| Shadow Black | N/C |
| Charcoal Black | N/C |
| Red/White Dome Lamp in Cargo Area | \$50.00 |
| Front Warning Auxiliary LED Lights | \$550.00 |
| Forward Indicator Pocket Warning LED Lights | \$640.00 |
| Side Marker LED Sideview Mirrors | \$290.00 |
| Rear Quarter Glass Side Marker LED Lights | \$575.00 |
| SYNC Basic (Voice-Activated Communications System) | \$295.00 |
| Heated Sideview Mirrors | \$60.00 |
| Remote Keyless Entry Key Fob w/o Key Pad | \$340.00 |
| 100 Watt Siren/Speaker w/Bracket & Pigtail | \$300.00 |
| Front Headlamp/Police Interceptor Housing Only | \$125.00 |
| Tail Lamp Lighting Solution | \$425.00 |
| Rear Lighting Solution | \$455.00 |
| Ultimate Wiring Package | \$550.00 |
| Engine: 3.7L V6 Ti-VCT FFV | Included |

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Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2018 Police Interceptor Utility, Sport Utility

AWD Base(K8A)

Price Level: 815 Quote ID: bloomingto

| | |
|---|----------|
| Transmission: 6-Speed Automatic | Included |
| 3.65 Axle Ratio | Included |
| GVWR: 6,300 lbs | Included |
| Tires: P245/55R18 AS BSW | Included |
| Wheels: 18" x 8" 5-Spoke Painted Black Steel | Included |
| Unique HD Cloth Front Bucket Seats w/Vinyl Rear ... | Included |
| Radio: MyFord AM/FM/CD/MP3 Capable | Included |
| Rear Console Plate | Included |
| Grille LED Lights, Siren & Speaker Pre-Wiring | Included |

| | |
|--------------------------|--------------------|
| SUBTOTAL | \$36,975.00 |
| Destination Charge | \$945.00 |
| TOTAL | \$37,920.00 |

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Prepared for: City Of Bloomington
 By: THOMAS SULLIVAN Date: 10/25/2017



Selected Options

| Code | Description | MSRP |
|------------------------------|---|-------------|
| Base Vehicle | | |
| K8A | Base Vehicle Price (K8A) | \$32,320.00 |
| Packages | | |
| 500A | Order Code 500A <i>Includes:</i> - Engine: 3.7L V6 Ti-VCT FFV - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: P245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: MyFord AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display. | N/C |
| Powertrain | | |
| 99R | Engine: 3.7L V6 Ti-VCT FFV | Included |
| 44C | Transmission: 6-Speed Automatic | Included |
| STDAX | 3.65 Axle Ratio | Included |
| STDGV | GVWR: 6,300 lbs | Included |
| Wheels & Tires | | |
| STDTR | Tires: P245/55R18 AS BSW | Included |
| STDWL | Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i> | Included |
| Seats & Seat Trim | | |
| 9 | Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i> | Included |
| Other Options | | |
| 113WB | 113" Wheelbase | STD |
| PAINT | Monotone Paint Application | STD |
| STDRD | Radio: MyFord AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i> | Included |

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Selected Options (cont'd)

| Code | Description | MSRP |
|------|--|----------|
| 86P | Front Headlamp/Police Interceptor Housing Only <i>Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).</i> | \$125.00 |
| 66B | Tail Lamp Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes base LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.</i> | \$425.00 |
| 66C | Rear Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.</i> | \$455.00 |
| 67U | Ultimate Wiring Package Recommend Police Wire Harness Connector Kits 47C and 21P. <i>Includes contours through 2nd row; channel for wiring, wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine cargo area and rear hatch/cargo area wiring - supports up to (6) rear LED lights. Does not include LED lights, side connectors or controller. Includes: - Rear Console Plate - Grille LED Lights, Siren & Speaker Pre-Wiring</i> | \$550.00 |
| 17T | Red/White Dome Lamp in Cargo Area | \$50.00 |
| 21L | Front Warning Auxiliary LED Lights <i>Includes driver side - red / passenger side - blue.</i> | \$550.00 |
| 21W | Forward Indicator Pocket Warning LED Lights <i>Includes warn, park, turn (driver side - red / passenger side - blue).</i> | \$640.00 |
| 60A | Grille LED Lights, Siren & Speaker Pre-Wiring | Included |
| 63L | Rear Quarter Glass Side Marker LED Lights <i>Includes driver side - red / passenger side - blue.</i> | \$575.00 |
| 63B | Side Marker LED Sideview Mirrors Recommend using Cargo Wiring Uplift Package (67G), Ready for the Road Package (67H) or Ultimate Wiring Package (67U). <i>Includes driver side - red / passenger side - blue. Located on backside of exterior mirror housing. LED lights only. Wiring and controller not included.</i> | \$290.00 |
| 53M | SYNC Basic (Voice-Activated Communications System) <i>Includes single USB port and single auxiliary audio input jack.</i> | \$295.00 |
| 85R | Rear Console Plate | Included |

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Selected Options (cont'd)

| Code | Description | MSRP |
|---|--|------------|
| | Contours through 2nd row; channel for wiring. | |
| 549 | Heated Sideview Mirrors | \$60.00 |
| 55F | Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with Keyed-Alike.</i> | \$340.00 |
| 18X | 100 Watt Siren/Speaker w/Bracket & Pigtail | \$300.00 |
| Interior Colors | | |
| 9W_01 | Charcoal Black | N/C |
| Primary Colors | | |
| G1_01 | Shadow Black | N/C |
| Upfit Options | | |
| R-001 | Rust Proofing and Sound Shield | \$395.00 |
| CPS-001 | Police Equipment Options <i>Upfitting of emergency vehicle, Patrol, Currie Ford for Bloomington Police Department Unmarked Hi-Amp manual reset 80 amp surface mount breaker Vehicle power center Anti-Theft Module Ford Interceptor Explorer, Cabinet Subframe with Electronics Sub Panel Mount D&R Ford Interceptor Explorer Console w/ Sliding Armrest Package Stock with 2 Cigarette Plugs/ 1USB Port , Cup Holders and 2 Mic Clips Included D & R Console Mounted Laptop Swing Arm Mount D&R Electronics RDS-K Remote Siren & Light Control Factory Supplied: Siren Speaker, Front Aux Lighting, Forward Indicator Light, Side Marker/Mirror Lights, Rear Quarter Glass Side Marker, Tail Lamp Solution, Rear Lighting Solution, Ultimate Wiring Package Whelen ION Ported in Headlamp Housin (Red/Blue) Headlight Flasher (With diode block)</i> | \$3,648.00 |
| <i>DATE DESCRIPTION QTY RATE AMOUNT LED Flasher for Brake against Tail Lamp Solution STI-CO Flexi-Whip Antennas, Replacement Mast Only (UN CUT Send Cutting lengths with vehicle) 3/4" NMO Brass, Hole mount antenna cable. 22' NM0-60-264-M1-N</i> | | |

SUBTOTAL \$41,018.00

Destination Charge \$945.00

TOTAL \$41,963.00

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Warranty - Standard Equipment & Specs

Warranty

Basic

Distance 36000 miles Months 36 months

Powertrain

Distance 100000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60000 miles Months 60 months

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Pricing - Single Vehicle

| | MSRP |
|-----------------------------|--------------------|
| <i>Vehicle Pricing</i> | |
| Base Vehicle Price | \$32,320.00 |
| Options & Colors | \$4,655.00 |
| Upfitting | \$4,043.00 |
| Destination Charge | \$945.00 |
| <i>Discount Adjustments</i> | |
| Discount | -\$7,264.00 |
| Total | \$34,699.00 |

Customer Signature

Acceptance Date

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Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

Customer Proposal

Prepared for:

City Of Bloomington

Prepared by:

THOMAS SULLIVAN
Office: 708-479-1100

Date: 11/01/2017

Vehicle: 2018 Sedan Police Interceptor Base
AWD





Major Equipment

(Based on selected options, shown at right)

| | |
|--|--|
| 3.7L V-6 DOHC w/SMPI 305hp 6 speed automatic w/OD | Exterior:Ingot Silver Metallic Interior:Charcoal Black |
| * 4-wheel ABS | * Brake assistance |
| * Traction control | * P 245/55R18 BSW AS V-rated tires |
| * Advance Trac w/Roll Stability Control | * Air conditioning |
| * Tinted glass | * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control |
| * Wireless streaming | * Rear child safety locks |
| * Dual power remote heated mirrors | * Variable intermittent wipers |
| * 18 x 8 steel wheels | * Dual front airbags |
| * Driver and front passenger seat mounted side airbags | * Airbag occupancy sensor |
| * Rear window defroster | * Tachometer |
| * Message Center | * Underseat ducts |
| * Reclining front bucket seats | * 60-40 folding rear bench |
| * Audio control on steering wheel | |

Fuel Economy

City
18 mpg



Hwy
25 mpg

Selected Options

MSRP

| | |
|--|-------------|
| STANDARD VEHICLE PRICE | \$29,305.00 |
| Preferred Equipment Package 500A | N/C |
| Engine: 3.7L Ti-VCT V6 (FFV) | Included |
| Transmission: 6-Speed Automatic | Included |
| Tires: P245/55R18 AS BSW | Included |
| Wheels: 18" x 8" Steel w/Hub Cover | Included |
| Monotone Paint Application | STD |
| Radio: AM/FM/CD/MP3 Capable | Included |
| Paint Table : Primary | \$0.00 |
| Ingot Silver Metallic | N/C |
| 18" 5-Spoke Full Face Wheel Covers | \$60.00 |
| Grille LED Lights Siren & Speaker Pre-Wiring | \$50.00 |
| 100 Watt Siren/Speaker w/Bracket & Pigtail | \$290.00 |
| Noise Suppression Bonds | \$95.00 |
| Heated Sideview Mirrors | \$60.00 |
| SYNC Basic Voice-Activated Communications System | \$295.00 |
| Reverse Sensing | \$295.00 |
| 4 Remappable Steering Wheel Switches w/Voice | \$150.00 |
| Battery Powered Trunk Release Button | \$30.00 |
| Rear Door Handles Inoperable/Locks Operable | \$35.00 |

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Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2018 Sedan Police Interceptor, Sedan
 AWD Base(P2M)
 Price Level: 815

| | |
|---|--------------------|
| Remote Keyless Entry Key Fob w/o Key Pad | \$335.00 |
| Police Interior Upgrade Package | \$380.00 |
| Heavy-Duty Cloth Front Bucket Seats/Cloth Rear | Included |
| Front & Rear Floor Mats | Included |
| 1st & 2nd Row Carpet Floor Covering | Included |
| Full Floor Console w/Unique Police Finish Panels | Included |
| Front Headlamp Lighting Solution | \$895.00 |
| Tail Lamp Lighting Solution | \$415.00 |
| Tail Lamp/Police Sedan Housing Only | Included |
| Rear Lighting Solution | \$475.00 |
| Charcoal Black | N/C |
| <hr/> | |
| SUBTOTAL | \$33,165.00 |
| Destination Charge | \$875.00 |
| <hr/> | |
| TOTAL | \$34,040.00 |

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Prepared for: City Of Bloomington
 By: THOMAS SULLIVAN Date: 11/01/2017



Selected Options

| Code | Description | MSRP |
|------------------------------|---|-------------|
| Base Vehicle | | |
| P2M | Base Vehicle Price (P2M) | \$29,305.00 |
| Packages | | |
| 500A | Preferred Equipment Package 500A <i>Includes:</i> - Engine: 3.7L Ti-VCT V6 (FFV) - Transmission: 6-Speed Automatic Exclusively police calibrated for maximum acceleration and faster closing speed. - Tires: P245/55R18 AS BSW Includes full size spare tire with TPMS. - Wheels: 18" x 8" Steel w/Hub Cover 5-spoke painted black. Includes hub cover and full-size spare wheel. - Radio: AM/FM/CD/MP3 Capable Includes clock, 4 speakers and 4.2" color center stack smart display. | N/C |
| Powertrain | | |
| 99K | Engine: 3.7L Ti-VCT V6 (FFV) | Included |
| | Flex fuel is not available in states with California emissions standards: CA, CT, DE, MA, MD, ME, NJ, NY, OR, PA, RI, VT and WA. | |
| 44J | Transmission: 6-Speed Automatic <i>Exclusively police calibrated for maximum acceleration and faster closing speed.</i> | Included |
| Wheels & Tires | | |
| STDTR | Tires: P245/55R18 AS BSW <i>Includes full size spare tire with TPMS.</i> | Included |
| STDWL | Wheels: 18" x 8" Steel w/Hub Cover <i>5-spoke painted black. Includes hub cover and full-size spare wheel.</i> | Included |
| 65L | 18" 5-Spoke Full Face Wheel Covers <i>Includes metal clips.</i> | \$60.00 |
| Seats & Seat Trim | | |
| C | Heavy-Duty Cloth Front Bucket Seats/Cloth Rear <i>Includes 6-way power driver with manual recline and lumbar, passenger 2-way manual with recline and built-in steel intrusion plates in both front seatbacks.</i> | Included |
| Other Options | | |
| PAINT | Monotone Paint Application | STD |
| STDRD | Radio: AM/FM/CD/MP3 Capable <i>Includes clock, 4 speakers and 4.2" color center stack smart display.</i> | Included |
| 12P | Police Interior Upgrade Package | \$380.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

| Code | Description | MSRP |
|------|--|----------|
| 661 | <p><i>Includes rear grab handles with coat hook.</i> <i>Includes:</i> - Heavy-Duty Cloth Front Bucket Seats/Cloth Rear Includes 6-way power driver with manual recline and lumbar, passenger 2-way manual with recline and built-in steel intrusion plates in both front seatbacks. - Front & Rear Floor Mats - 1st & 2nd Row Carpet Floor Covering Includes front and rear floor mats. - Full Floor Console w/Unique Police Finish Panels</p> <p>Front Headlamp Lighting Solution</p> | \$895.00 |
| | <p>Recommended using trunk upfit package (854), light controller package (855) or ultimate wiring package (857).</p> <p><i>Includes base projector beam headlamp plus 2 multi-function park/turn/warn (PTW) bulbs for wig-wag simulation, and 2 white hemispheric lighthouse LED side warning lights. LED lights wiring included. Controller not included.</i></p> | |
| 90T | <p>Tail Lamp/Police Sedan Housing Only</p> <p><i>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</i></p> | Included |
| 662 | <p>Tail Lamp Lighting Solution</p> <p>Recommended using trunk upfit package (854), light controller package (855) or ultimate wiring package (857).</p> <p><i>Includes base LED lights plus 2 rear integrated hemispheric red lighthouse LED side warning lights in taillamps. LED lights only. Controller wiring not included.</i> <i>Includes:</i> - Tail Lamp/Police Sedan Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</i></p> | \$415.00 |
| 663 | <p>Rear Lighting Solution</p> <p>Recommended using trunk upfit package (854), light controller package (855) or ultimate wiring package (857). LED lights only, does not include wiring or controller.</p> <p><i>Includes 2 backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) mounted inside back window; surrounds brake stop light and 2 linear high intensity LED lights (driver side red/passenger side blue) mounted on inside trunk decklid (lights activate when decklid is open). LED lights only. Controller wiring not included.</i></p> | \$475.00 |
| 51G | <p>Grille LED Lights Siren & Speaker Pre-Wiring</p> | \$50.00 |
| 53M | <p>SYNC Basic Voice-Activated Communications System</p> <p><i>Includes 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i></p> | \$295.00 |
| 47K | <p>4 Remappable Steering Wheel Switches w/Voice</p> | \$150.00 |
| 18L | <p>Rear Door Handles Inoperable/Locks Operable</p> | \$35.00 |
| 17I | <p>1st & 2nd Row Carpet Floor Covering</p> <p><i>Includes front and rear floor mats.</i></p> | Included |
| 549 | <p>Heated Sideview Mirrors</p> | \$60.00 |
| 60V | <p>Remote Keyless Entry Key Fob w/o Key Pad</p> | \$335.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

| Code | Description | MSRP |
|------|--|----------|
| | Fobs are specific to the vehicle and are not fobbed-alike when ordered with Keyed-Alike. <i>Includes 4-key fobs. Does not include PATS.</i> | |
| 76R | Reverse Sensing | \$295.00 |
| 62B | Battery Powered Trunk Release Button | \$30.00 |
| 96P | 100 Watt Siren/Speaker w/Bracket & Pigtail | \$290.00 |
| 20P | Noise Suppression Bonds | \$95.00 |

Interior Colors

| | | |
|-------|----------------|-----|
| CW_01 | Charcoal Black | N/C |
|-------|----------------|-----|

Primary Colors

| | | |
|-------|-----------------------|-----|
| UX_01 | Ingot Silver Metallic | N/C |
|-------|-----------------------|-----|

Upfit Options

| | | |
|--------|--|------------|
| D-001 | Delivery | \$150.00 |
| R-001 | Rust Proofing and Sound Shield | \$395.00 |
| Rm-001 | Police Accessories | \$1,558.00 |
| | <i>Star Remote Mount Siren Star Surface Mount Warning Lights Red Star Surface Mount Warning Lights Blue Wire Factory Lighting</i> | |

| | | |
|--------------------|--|-------------|
| SUBTOTAL | | \$35,268.00 |
| Destination Charge | | \$875.00 |
| TOTAL | | \$36,143.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Warranty - Standard Equipment & Specs

Warranty

Basic

Distance 36000 miles Months 36 months

Powertrain

Distance 100000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60000 miles Months 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Pricing - Single Vehicle

| | MSRP |
|-----------------------------|--------------------|
| <i>Vehicle Pricing</i> | |
| Base Vehicle Price | \$29,305.00 |
| Options & Colors | \$3,860.00 |
| Upfitting | \$2,103.00 |
| Destination Charge | \$875.00 |
| <i>Discount Adjustments</i> | |
| Discount | -\$6,901.00 |
| <hr/> | |
| Total | \$29,242.00 |

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: December 11, 2017

SUBJECT: Ratification of Contract with Local 362 Inspectors.

RECOMMENDATION/MOTION: That the Contract be ratified.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective: d: City services delivery in the most cost-effective, efficient manner.
 e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On February 17, 2017, Local 362 and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement set to expire on April 30, 2017. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach Tentative Agreements on the following issues and the Union ratified the Tentative Agreements:

Wages

Wages. General wage increases with retroactive pay as follows:

2017 2%
2018 1.75%

Signing Bonus: \$400

Certification Pay. Increase certification pay from .40 cents to .50 cents per hour for employee who successfully pay a certification. Employees hired after May 1, 2008 are required to pass and maintain educational certifications in their specialty field.

Longevity Pay. The parties agreed to change the structure of longevity pay for all employees hired into City employment on May 1, 2017 or later. It was agreed that longevity increases will no longer be included in employee's base hourly rate and will not be recurring and compounding. The new longevity schedule will be paid in a one-time lump sum amount at the completion of each step as follows:

5 yrs \$1500 gross paid in a lump sum payment at the conclusion of the employee's 5th anniversary year
10 yrs \$2000 gross paid in a lump sum payment at the conclusion of the employee's 10th anniversary year

15 yrs \$2500 gross paid in a lump sum payment at the conclusion of the employee's 15th anniversary year
20 yrs \$3000 gross paid in a lump sum payment at the conclusion of the employee's 20th anniversary year
25 yrs \$3500 gross paid in a lump sum payment at the conclusion of the employee's 25th anniversary year
30 yrs \$4000 gross paid in a lump sum payment at the conclusion of the employee's 30th anniversary year

Group Insurance – The following changes were made to insurance:

- Parties agreed to language that allows the City the exclusive right to make changes to carriers and alter or amend insurance plans. Union employees shall receive the same plan as non-bargaining unit employees.
- The parties agreed that Spouses/Domestic Partners who have access to medical insurance will be ineligible for City medical insurance (“ineligible spouses”). Medicare-eligible spouses will continue to have access to City medical insurance, however they will be required to enroll in Medicare for primary coverage. Those Spouses/Domestic Partners on insurance at time of ratification will be grandfathered in for the 2018 plan year.
- Effective in 2019, those grandfathered employees who have ineligible spouses on the plan upon ratification of the agreement will receive \$1200 gross annually as long as the employee's spouse continues to be ineligible for City medical coverage.
- Increase the life insurance benefit from \$25,000 to \$50,000.

Leave Benefits

Family and Medical Leave Act (FMLA) – Updated language that requires leave time to run concurrently with FMLA for employees who elect to substitute accrued Vacation or PC for a qualifying FMLA condition.

Miscellaneous Items

Paycheck Distribution – The parties agreed upon 45 day notice to move the payday from Thursday to Friday.

Vacation Scheduling – The parties agreed that employees will not be allowed to schedule vacation more than 6 months in advance and no less than 24 hours in advance. The 24 hour notice, may be waived by the supervisor.

Grievance Procedure – Modified the grievance procedure from a three step process to a two-step process. Deadlines were modified for responses to grievances from 5 business days to 10 business days.

Drug and Alcohol Testing – Updated language and included provision for testing facility requirements.

Employee Information – Modified agreement to provide information to the Union upon request.

FOIA Procedure – Requirement for notice for employees in the Police Department if email records are requested through a FOIA.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and Local 362 Support Staff.

FINANCIAL IMPACT:

The financial impact of the tentative agreements includes:

- Increase in wages by 2% on May 1, 2017 and 1.75% in May 1, 2018. Estimated labor cost of these wage increases during the term of the contract for full-time employees is approximately \$46,730, excluding roll-up costs. Three General Fund Departments are affected: Police 10015110, Building Safety 10015410 and Code Enforcement 10015430.
 - FY 2018 additional costs of \$16,155 were not included in the Full Time Salary Budgets.
 - FY 2019 additional costs of \$30,575 will be captured in the pending FY 2019 budget.
- Increase in Certification Pay costs are estimated at \$3,900 annually.
- Total cost for a one-time signing bonus is \$6,000.
- The new longevity schedule for employees hired after May 1, 2017 is a long term savings for the City. Such change will reduce hourly rates, including overtime rates and reduce FICA, Medicare and IMRF expenses.
- Group Health Insurance potential savings of approximately \$39,600 per year if 3-5 Inspector employees who have a spouse currently on the City's medical plan remove their applicable spouses as of January 1, 2019 forward.
- Life Insurance additional cost of \$504.00 annually for Inspector employees.

COMMUNITY DEVELOPMENT IMPACT: *(If applicable)*

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Nicole Albertson, Human Resources Director

Financial & budgetary review by: Scott Rathbun, Sr. Budget Manager

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen
Interim City Manager

Attachments:

- Local 362 Inspectors Contract, May 1, 2017 – April 30, 2019

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

LOCAL 362

LABORERS INTERNATIONAL UNION

INSPECTORS

May 1, 20~~15~~¹⁷ - April 30, 20~~17~~¹⁹

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A G R E E M E N T

This Agreement made and entered into this 1st day of May, 201517, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union"):

W I T N E S S E T H:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and laws of the State of Illinois.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time inspectors employed in the Planning and Code Enforcement Department (Inspector IV - Mechanical Plans Examiner, Inspector III - Plumbing, Inspector III - HVAC, Inspector III- Electrical, Inspector III-Building, Inspector III - Multi-Disciplined, Inspector III - Fire, Inspector III – Fire Protection, Inspector III- Rehab Specialist Inspector II- Rental, Inspector II – Property Maintenance and Inspector I – Property Maintenance and the Inspector IV - Crime Data Analyst and Inspector IV - Crime Intelligence Analyst, employed by the Police Department excluding supervisors, probationary employees, temporary employees and all other employees of the City.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check-off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be

remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made.

The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Laborers Local #362.

I authorize and direct you to deduct said membership dues from the first paycheck of each month after the date this assignment is delivered to you and to remit same to the Treasurer of Laborers Local #362.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing within the last thirty (30) days of any contract year.

Date

Name

Section 2.2. Fair Share.

Employees covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as

certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become nonmembers of the Union shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of an employee's fair share will be handled in a manner which complies with relevant constitutional procedures set out in Hudson v. Chicago Teachers Union Local 1.

Section 2.3. Indemnification.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions

of this Agreement. Forms may be obtained at the Human Resources Department. A grievance shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit it in writing to his or her ~~supervisor~~ **Department Head**, who is designated for this purpose by the City. The ~~supervisor~~ **Department Head** shall give his or her written answer within ~~five (5)~~ **ten (10)** business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the ~~Department Head~~ **Human Resources Director or his or her designee** within ~~five (5)~~ **ten (10)** business days after the designated ~~supervisor's~~ **Department Head's** answer in Step 1 and shall be signed by both the employee and the Union Steward. ~~The Department Head, or his or her representative, shall discuss the grievance within five (5) business days with the Union Steward or the Union Representative at a time mutually agreeable to the parties. The Department Head, or his or her representative, shall give the City's written answer to the Union within five (5) business days following their meeting.~~

STEP 3: ~~If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within five (5) business days after the designated Department Head's answer in Step 2.~~ A meeting between the Human Resources Director, and/or his or her representative, and Union Representative and Business Representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human

Resources Director, and/or his or her representative, and the Union. If no settlement is reached the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within ~~five (5)~~ **ten (10)** business days following the meeting.

Section 3.2. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. If either the City or the Union determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline

for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

Section 3.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on all parties.

Section 3.4. Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 3.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive except Holidays.

ARTICLE 4 STEWARD CLAUSE

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employers representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement.

ARTICLE 5 NO STRIKE AND NO LOCKOUT

Section 5.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 5.2. No Lockout.

The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 HOURS OF WORK, WAGES AND LONGEVITY

Section 6.1. Regular Workweek.

The regular workweek will be Monday through Friday. Normal hours of work for PACE employees, will be 7:30 a.m. to 3:30 p.m. and Police employees will be 8:00 a.m. to 4:00 p.m.

and such additional time as may be required in the judgment of the City to serve the citizens. The regular workweek shall consist of forty (40) hours per week and five (5) consecutive eight (8) hour workdays. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a regular workday. These hours can be changed through mutual agreement of the employee and the Department Head.

Section 6.2. Overtime.

Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate for all hours paid outside the normal work hours Monday through Friday. All work on Saturday and Sunday will be paid at time and one-half (1 1/2) the normal rate of pay. Compensatory time can be used with mutual agreement of the employee and the Department Head at the rate of one and one-half (1 1/2) hour of compensatory time for each hour of overtime. Call-ins for overtime will be paid at a minimum of three (3) hours at one and one-half (1 1/2) times their normal rate of pay, if such call-in is not scheduled.

Call-ins shall be from the volunteer call-in list. The top person on the list shall be called first, and then shall continue down the list until the call-in is filled. The list shall rotate every six months (the first person on the list will go to the bottom of the list). If no employees volunteer for the call-in, the call will be filled by reverse order of the volunteer list. If no employees are available such services will be contracted out.

In the event no employees volunteer for the call-in list, the list will be established by reverse seniority from the Building, Fire and Property Maintenance Inspectors. If the call-outs run into the employees normal work week hours, the employee shall be paid for the hours worked.

Section 6.3. Flex Time.

The decision by a Department Head or supervisor to permit or not permit a covered employee to work hours other than the employee's normally scheduled hours pursuant to a request made by that employee shall not be used as the basis for establishing a past practice in that department or any other department of the City. Nothing in this Section shall be interpreted as infringing on the rights established by Article 14 (Management Rights) of this Agreement.

Section 6.4. Meal Breaks.

Each employee shall be granted a thirty (30) minute meal break with pay. Meal breaks will be scheduled whenever practicable at the approximate midpoint in the employee's work shift.

Section 6.5. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 6.6. Wages.

Rate of Pay and Longevity for Employees Hired Prior to May 1, 1996.

(a) Effective May 1, 20~~15~~17, regular pay and longevity pay for employees hired prior to May 1, 1996, shall be paid as set forth in Appendix “A” attached hereto.

(b) Effective May 1, 20~~16~~18, regular pay and longevity pay for employees hired prior to May 1, 1996, shall be paid as set forth in Appendix “A” attached hereto.

Rate of Pay and Longevity for Employees Hired After May 1, 1996.

(c) Effective May 1, 20~~15~~17, employees hired after May 1, 1996, shall be paid wages at an hourly rate which is ~~2%~~ 2.25% higher than their previous rate and consistent with the rate of pay incorporating longevity schedules as shown in Appendix “A” attached hereto.

Retro pay for the 2017 contract negotiations will be payable for employees on payroll at the time the contract is signed by both parties. Such employees will also receive a one-time \$400 signing bonus

(d) Effective May 1, 20~~16~~18, employees hired after May 1, 1996 shall be paid wages at an hourly rate which is ~~1.75%~~ 2.25% higher than their previous rate and consistent with the rate of pay incorporating longevity schedules as shown in Appendix “A” attached hereto.

(e) The City shall provide employees the opportunity to advance and maintain certification pay levels. The City will pay for the cost of certifications, seminars and training courses to maintain and advance pay levels. Employees will be eligible to take each certification test two (2) times at the City's expense. If the employee fails to pass the same certification test after the second test, the employee will have to take any further test on the same certification at their own expense and on their own time. Once the employee passes the same certification the City will reimburse the employee for the cost of a successful exam. Training must be approved by the Department Head. If the employee and Department Head disagree on whether a training course is necessary, the dispute shall be subject to the grievance process but with no appeal to an arbitrator. An Approved Certification List is included as Appendix "B".

(e) An employee shall continue to advance a pay level for each additional certification on the Approved Certification List. Pay levels for core certifications for the employee's position shall increase ~~forty (40)~~ fifty (50) cents and all other certifications shall increase twenty-five (25) cents.

(f) Existing employees on payroll as of May 1, 2008 will not be required to hold the core certification(s) for the position they currently hold unless otherwise required. i.e. plumbing license, Cross Connection Control License. Employees who do not hold the core certification(s) will be ineligible to test for any

certifications that are not a core certification for their current position. Existing employees who have previously tested for a core test and failed will be eligible to retake the exam two more times at the City's expense. All new employees will be required to have all core certification(s) at time of hire or obtain by the end of their probationary period (one (1) year). New employees will be ineligible for additional certification pay until all core certification(s) are obtained.

(g) Pay increases for certification levels shall begin when presented to the Department Head for approval. Employees who fail to maintain a certification level shall retreat one certification pay level for each certification lost.

Section 6.7. Longevity.

Employees **hired into full-time City employment prior to May 1, 2017, and** covered by this Agreement shall be entitled to longevity at the following rates:

| <u>Years of Service</u> | <u>%</u> |
|-------------------------|----------|
| 5 | 5% |
| 10 | 7% |
| 15 | 9% |
| 20 | 11% |
| 25 | 13% |
| 30 | 15% |

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above and consistent with the certification pay level, that will become effective on the employee's appropriate 5, 10, 15, 20 and 30

anniversary date. Anyone hired into City employment on May 1, 2017 or later shall not be eligible for longevity pay on their hourly rates. This shall include those currently or previously working in a part-time or seasonal capacity. Longevity for all new full-time hires shall be as follows

- 5 years – \$1500 paid in a lump sum payment at the conclusion of the employee’s 5th anniversary year
- 10 years \$2000 paid in a lump sum payment at the conclusion of the employee’s 10th anniversary year
- 15 years \$2500 paid in a lump sum payment at the conclusion of the employee’s 15th anniversary year
- 20 years \$3000 paid in a lump sum payment at the conclusion of the employee’s 20th anniversary year
- 25 years \$3500 paid in a lump sum payment at the conclusion of the employee’s 25th anniversary year
- 30 years \$4000 paid in a lump sum payment at the conclusion of the employee’s 30th anniversary year

Section 6.8. Working Out of Classification and Promotions.

(a) Employees covered by this Agreement who work in a higher classification for eight (8) consecutive hours or more shall be paid the higher rate of pay. This shall apply whether the employee is assigned to work in a bargaining unit or non-bargaining unit position.

(b) When working out of classification or promoted to a higher classification the employee shall receive a cent per hour increase on their current wage equal to the increments between classifications at base level as set forth in Appendix “A”. When working in a non-bargaining unit position, they shall receive a cent per hour increase on their current wage equal to the increments between classified grade levels or the entry level pay of the higher position, whichever is greater.

Section 6.9. Flex Cash Participation.

Nothing contained in this Agreement is understood by the parties or is to be construed by anyone else to preclude any employee covered by the Agreement, from voluntarily reducing his or her pay as provided in the Agreement pursuant to a salary reduction agreement in order to participate in the City of Bloomington's Flex Cash Plan.

Section 6.10. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department. ~~Upon receiving 45 days notification bargaining unit employees pay date will be changed from Thursday to Friday. This Section will be implemented 30 days from when Classified employees and at least three (3) other bargaining units agree to direct deposit or checks being mailed.~~

ARTICLE 7 HOLIDAYS

Section 7.1. Number of Holidays.

The following days are Holidays:

- | | |
|--------------------|------------------------|
| New Year's Day | Veteran's Day |
| M. L. King's B'day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Day before Christmas |
| Fourth of July | Christmas Day |
| Labor Day | ½ Day New Year's Eve |

Section 7.2. Holidays on Scheduled Workday.

Employees required to work the above holidays will be paid one and one-half (1½) their normal rate of pay, plus their regular eight (8) hours of pay for the holiday.

Section 7.3. Eligibility for Holiday Pay.

In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave status on either or both of said days.

ARTICLE 8 VACATION

Section 8.1. Length of Vacation.

Full-time employees shall receive vacation as follows:

| <u>Years of</u> <u>Continuous Service</u> | <u>Length of</u> <u>Vacation</u> |
|--|-------------------------------------|
| DOH | 2 weeks |
| 1 years, but less than 8 years | 2 weeks |
| 8 years, but less than 15 years | 3 weeks |
| 15 years, but less than 20 years | 4 weeks |
| 20 years or more | 5 weeks |

Section 8.2. Scheduling.

Vacations must be taken within the vacation year in which they are due (anniversary date to the next anniversary date) ~~unless advance written notice and written approval of the supervisor is obtained.~~ These vacations must be taken at the

convenience of the department. Employees shall be allowed to carry over one-half (1/2) of his or her earned vacation to the following year. An employee's vacation will begin at the end of his or her last scheduled workday.

Section 8.3. Separations and Reinstatements.

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency not involving personal misconduct will also receive all earned vacation. All earned vacation of employees who die in the service shall be paid to the spouse or estate of said individual.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 9.1. Reason for Disciplinary Action.

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as just and

sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

Section 9.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.

Grievances involving an employee's discharge or disciplinary suspension may be presented at Step 2 of the Grievance Procedure. The Grievance Procedure established in this Agreement shall be the exclusive procedure for contesting such discipline.

Section 9.3. Remedial Authority of Arbitrator in Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 9.4. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.

An employee shall be considered under the influence of alcohol if a test of the employee's breath or blood discloses a blood/alcohol content of .040 or more based upon the grams of alcohol per 100 milliliters of blood or 210 liters of breath.

Section 9.5. Post Accident Testing.

As soon as practical following an accident involving a City vehicle or vehicle driven for City business, the employee driving the vehicle shall be tested for alcohol and controlled substances in the manner set forth by this Article:

- (1) If the accident involved the loss of human life; or
- (2) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (3) One or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to

be transported away from the scene by a tow truck or other motor vehicle.

An accident covered by this Section shall be deemed to satisfy the reasonable suspicion standard.

Section 9.6. Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, a supervisor who has received training on the effects of drug or alcohol use shall notify the employee and Union Steward or Union Representative of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that the employee may have.

Section 9.7. Tests to be Conducted.

In conducting the testing authorized by this Agreement, the City shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the ~~National Institute of Drug Abuse (NIDA)~~ HHS/SAMHSA;
- (b) insure that the laboratory or facility selected conforms to all ~~NIDA~~ HHS/SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee

covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director or his or her designee within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are

positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;

- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 9.8. Right to Contest.

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be

commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9.9. Discipline and Voluntary Requests for Assistance.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who prior to any notification of a drug or alcohol testing voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the medical professional involved;
- (b) the employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to follow up testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 9.10. Removal of Adverse Material.

After three (3) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance evaluations of satisfactory or better the City will, upon the written request to ~~the Department Head~~ **Human Resources** by the individual employee, remove all such documents from the employee's file. The documents will be placed in a file which is kept only for the purpose of retention of evidence in the event the City needs such records to defend itself. Such files shall be maintained by and access limited to the Legal Department staff for the purpose of defending for legal disputes.

ARTICLE 10 LEAVES

Section 10.1. Personal Convenience Leave.

Each full-time employee shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of one (1) hour or more at the convenience of the employee subject to the discretion of his or her supervisor. Personal Convenience Leave may not be accumulated from one fiscal year to another. Personal Convenience Leave will not be paid out at time of separation for newly hired probationary employees.

Section 10.2. Sick Leave.

Sick Leave Base and Accrual. Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent. Employees are eligible to use up to 24 hours of sick leave for the unplanned surgery of their parent, step-parent or their spouses parent or step parent in a fiscal year.

Employees shall accrue eight (8) hours each month to a maximum of 960 hours, which shall be paid at full pay during the time of illness. This benefit shall be accrued by new employees hired after May 1, 2015 from their date of hire at eight (8) hours each month up to a maximum of 960 hours. Those new employees hired after May 1, 2015, who are sick in their first nine (9) months, may use available PC or Vacation time.

Employees will be required to provide a statement from a medical professional stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty.

Employees hired before June 23, 2014 shall have 50% of their monthly unused accrued sick time above 960 hours paid into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Used for Creditable Service (Supplemental Sick Leave). Employees may have accumulated supplemental sick leave accrual of an additional two hundred forty (240) sick days for Illinois Municipal Retirement Fund creditable service purposes only. No new supplemental sick leave will accrue after April 30, 2008. It is understood between the parties that such additional supplemental accrual cannot be used for any paid time off. However, for those employees who have a Supplemental Sick Leave balance, up to 480 hours will be paid into the RHS, if eligible, for sick leave buyback. Example: If an employee has 800 hours of supplemental sick time 480 hours will be paid into the employee's RHS, while 320 hours would be submitted to IMRF for service credit.

Accelerated Accrual. Whenever an employee depletes all but eighty (80) hours of sick leave by reason of one serious

health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a healthcare provider, the employee upon return to full duty shall accrue sick leave at the rate of two and one-half (2½) days per month until his or her sick leave returns to the level maintained before the serious health condition. Employees will be eligible for rapid accrual only one time beginning May 1, 2008 through their career with the City. Employees requesting rapid accrual will do so in writing upon their return to full duty.

Sick Leave Buy Back. Employees hired prior to May 1, 2011 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a maximum of 1440 hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

Absence of More Than Three (3) Consecutive Days. For any absence of more than three (3) consecutive days unless sick leave abuse is suspected as detailed below, Human Resources will require the employee to submit a statement from a medical professional stating that he or she has treated the employee for

the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse, child or dependent which causes an absence by the employee of more than three (3) consecutive days unless sick leave abuse is suspected as detailed below, Human Resources will require a statement from a medical professional stating that he or she has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty.

Sick Leave Abuse. Abuse of paid leave is prohibited. The City shall have the ability to monitor, investigate and discipline sick leave abuse. The following situations are examples of potential sick leave abuse:

A pattern (more than three (3) of the same) of sick leave usage, such as repeated use of sick leave in conjunction with regular days off, holidays, vacations or other days off, or repeated use of sick leave on a particular day of the week.

Use of sick leave and being engaged in activities that indicates an ability to work.

Human Resources will investigate and address concerns regarding sick leave abuse with the employee. If an employee (or their immediate family member) is experiencing an on-going medical situation they must provide information from their doctor addressing their need for sick leave. If an employee cannot

provide or elects to not provide information, progressive discipline will be administered. In situations of suspected sick leave abuse, employees may be required to provide medical verification of absences for any future sick leave occurrences for a period of six (6) months.

To the extent that such employee or family members injury or illness qualifies as a series health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick time, which shall run concurrently with available FMLA time in accordance with Section 10.9 FMLA and ADA.

Section 10.3. Bereavement Leave.

Any eligible employee may be absent from work for a period of up to three (3) business days due to a death in the immediate family. Immediate family is defined as: mother, father (which includes stepparents or legal guardians); mother-in-law; father-in-law; husband; wife; sister; brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides). Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances. In addition, Department Heads shall have the authority to grant Bereavement Leave in hourly increments for situations other than listed above.

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances and

the personal needs of the employee and is at the discretion of the Department Head or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department. The supervisor is entitled to make reasonable requests for such information as confirmation of death and the proof of need to travel.

Employees are expected to respect the spirit of this policy and its implied limitations. "Someone close" goes beyond standard relatives like parents, spouses and children, and can include longtime friends.

Section 10.4. Injury Leave.

- (a) An employee's eligibility for payment of forty-five (45) days of injury leave will be dependent upon a determination of the State Industrial Commission, or by the applicable court if an appeal is taken from the State Industrial Commission. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work.

- (b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for

any waiting period not covered by Worker's Compensation.

- (c) Use of Sick Leave and Vacation. After the payment and use of forty-five (45) days, charges shall be made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.
- (d) Contested Injuries. Charges shall be made against sick leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, the first forty-five (45) days of leave (which should have been job injury) so charged shall be credited to the employee's leave balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.
- (e) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a licensed physician and a release to work obtained.

Section 10.5. Military Leave.

Military Leave, including reinstatement, shall be granted in accordance with applicable law.

Section 10.6. Jury Duty.

Any employee covered by this Agreement who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of jury duty hours and of the amount of pay received thereof. Employees are expected to return to work upon release from jury duty.

Section 10.7. Leave Without Pay.

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant, at his discretion, a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

- (a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.
- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may

request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Department Head. If leave was for a medical condition a medical release must be provided to Human Resources.

Section 10.8. Leave of Absence to Accept Full-time Position with Union.

In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 10.7 Leave without Pay of this Agreement.

Section 10.9. FMLA and ADA.

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. ~~Effective January 1, 2015 qualifying FMLA events will run concurrent with sick leave, as permitted by FMLA.~~ *Where an employee's or family member's injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), employees are required to use accrued sick leave time concurrently with FMLA. An employee may elect to substitute accrued PC or vacation leave which shall run concurrently with the FMLA.* FMLA leave shall be granted for the adoption of a child as required by law. Employees will be responsible for obtaining the necessary FMLA paperwork.

Section 10.10. Wellness Day.

In the spirit of promoting wellness, employees will be eligible for one (1) day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at any time during the next fiscal year with approval of their Department Head. A Wellness Day cannot be rolled over into future years and must be used in full day increments. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

Section 10.11. Restricted Duty Status.

When, at any time during a period of paid sick or injury leave, the employee is released to perform restricted duty work by his physician or other competent recognized medical authority, the City may assign the employee to any restricted duty work available provided that:

- (1) every effort shall be made to provide such tasks within the bargaining unit;
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;
- (3) seniority shall continue to accrue during the period of such restricted duty;
- (4) any employee required to return to work under restricted duty and who is not allowed to complete the day for some physical reason shall be credited with actual

- performance hours and actual sick or job injury hours as the case may dictate;
- (5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

At the end of the five hundred twenty (520) hours worked (65 days), the restricted duty status shall be reviewed and the assignment may be renewed for one additional period of five hundred twenty (520) hours worked.

At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment.

Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned with pay to other more suitable duties.

Section 10.12. Scheduled Leave Days.

All leave time scheduled must be requested at least twenty four 24 hours in advance of the desired day off. Scheduled leave days cannot be requested more than (6) six months in advance and must be approved by the Supervisor. The twenty four (24) hour notice may be waived with supervisor approval.

ARTICLE 11 SENIORITY

Section 11.1. Definition.

For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Part-time and seasonal employees that have worked on a continuous basis shall receive credit from their date of hire. Annually, the City will provide a list of employees, with their name, address and **last four (4) digits of their** social security number to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new members of the bargaining unit. Bargaining unit employees shall notify the City of Bloomington and Local 362 of any address changes. New employees hired after June 23, 2014 will use their full-time date of hire for determining their Service Date for longevity and leave accruals.

Section 11.2. Seniority Principle.

In all cases of layoffs when working forces are being decreased, and recalls when working forces are increased, where employees are substantially equal in ability and qualifications, seniority shall be the determining factor.

Section 11.3. Probationary Period.

Each employee shall be considered a probationary employee for his or her first year of continuous full-time service, after which his or her seniority shall date back to his or her

continuous full-time date of hire in the bargaining unit. An extension maybe issued, to Crime Data Analyst and Crime Intelligence Analyst employees, if training or testing results are not available for the probationary employee. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. An employee who is promoted or transferred to a different job within this unit shall not be considered a newly hired probationary employee. The employee shall have a one (1) year probationary period in that new position. An extension maybe issued to Police bargaining unit members if training or testing results are not available for the probationary employee.

Section 11.4. Promotions and Vacancies.

Promotions to bargaining unit positions in the City shall be based on merit and fitness taking into consideration the appropriate emphasis on education, skills, experience and, if necessary, the results of a written and/or oral examination.

All vacated or newly authorized bargaining unit positions shall be posted for five (5) business days at various locations including bulletin boards or electronically within departments. The job description for the position will be included into the posting. Any City employee seeking consideration for filling

announced vacancies shall submit a bid sheet to the Human Resources Department along with any additional information (e.g., resumes, certificates, etc.) prior to the deadline. This Section shall not serve to limit the discretion or authority of the Human Resources Director to advertise job vacancies and receive outside applications.

To be eligible to bid, any full-time employee must have successfully completed the probationary period in the position currently occupied by the employee.

All qualifications being equal, priority in selection will be based on the seniority principle (regular full-time employees in the bargaining unit having completed their probationary period.)

When applying the seniority principle as set forth above, only the actual time an employee has worked continuously for the City as a full-time employee shall be used to calculate seniority.

An employee who is transferred or promoted to a position (whether or not supervisory) within the City shall have the privilege of returning to his or her former position or its equivalent without loss of seniority, provided he or she returns within the first ninety (90) calendar days following such transfer or promotion. Management also has the right to send an employee back to his previous position at any time during the employee's probationary period in the new position. An employee shall be restored to the same rate of pay and seniority for the position he

or she returns to as the employee received for that position prior to the initial transfer or promotion.

Section 11.5. Layoff and Recall Procedure.

In the event of a reduction in the working force, employees shall be laid off in accordance with the seniority principle set forth in Section 11.2 of this Agreement. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

Section 11.6. Termination of Seniority.

Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or

- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be re-established if the employee can show that extraordinary circumstances prevented their timely return.

ARTICLE 12 SAFETY EQUIPMENT

Effective May 1, 2014 the City will pay \$250 each May to employees on payroll for the purpose of purchasing safety boots and work apparel appropriate for their area, which may include department identification apparel. The City will supply specified safety equipment with exception of safety boots, as deemed necessary by the Department Head. In addition, to the required safety equipment the City will supply identification jackets. and replace them on a wear-out basis.

In an effort to provide for the safety of the employees covered by this Agreement, safety footwear meeting ASTM F 2413-05 or ANSI Z41 shall be worn whenever an Inspector enters a construction site.

ARTICLE 13 BENEFITS

Section 13.1. Physical Fitness Incentive.

The City of Bloomington will pay upon receipt of membership verification \$150 toward the annual dues at any physical fitness center designated by the City for any employee covered by this Agreement.

Section 13.2. Group Insurance Plan.

The City shall provide such insurance plans for all such employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The City reserves the exclusive right to change carriers, alter or amend the insurance plans based on changes in coverage or insurance cost. Employees covered by this Agreement will, however, during the term of this Agreement, receive the same insurance plan coverage as other eligible non-bargaining unit City employees. The City reserves the right to introduce and eliminate additional medical insurance options, in addition to those that exist upon the ratification of the 2017 Agreement, at its sole discretion.

The City will contribute for all full-time employees as follows:

- (a) The City agrees to pay eighty percent (80%) of the full health insurance premium for employee coverage and seventy-three (73%) of the full health insurance premium for dependent coverage ~~Employee +1 and Family~~ for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 73% equals City share; full family coverage premium X 27% equals employees share.)

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter "ineligible spouses") will be ineligible for insurance on the City medical plans. Those employees who have spouses on the plan as of the 2017 contract ratification date will be grandfathered in for plan year 2018 coverage and will be eligible to keep such spouses on the plan until December 31, 2018. Spouses who are Medicare-eligible will be eligible to

remain on the City plan, however they will be required to enroll in Medicare for primary coverage and City insurance shall be secondary.

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City medical care plan for the entire medical plan year. Once a grandfathered employee's spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter of the next plan year. For example, if the ineligible spouse was on the City medical care plan for the 2018 plan year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020.

- (b) The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent coverage for dental insurance under the City of Bloomington Dental Care Plan for all benefited employees.
- (c) The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision premium for dependent coverage for vision insurance under the City of Bloomington Vision Care Plan for all benefited employees.

- (d) ~~In any year in which the total amount of medical/dental/vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plans.~~
- (e) ~~No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraph.~~

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act (“ACA”) and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage (“Cadillac Tax”) under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City’s Group Health Insurance plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes are instituted for all other City unrepresented employees.

If the City is required to pay an excise tax or penalty under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation for any coverage options, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the City.

~~(f) The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Employee Health, Dental or Vision Insurance Plans.~~

(f) The City agrees to provide \$50,000 in group term life insurance for each full-time employee.

Section 13.3. Tuition Reimbursement.

Employees may receive either full or partial tuition reimbursement provided the following conditions are met:

- (a) The City will reimburse an employee for part or all of the cost of tuition and any required books for a college degree under the following conditions:
 - (1) the employee notifies the Department Head prior to registration of his or her intent to claim tuition reimbursement for the course;
 - (2) the course is required or is part of a required sequence leading to an undergraduate degree in an appropriate field of study, or is determined by the Department Head in his or her discretion to be of benefit to the Department;

For purposes of this subsection, "part of a required sequence" refers to specific related courses which are required for completion of the curriculum in the employee's field of study;

including "core" or general electives required by the institution for the award of a Bachelor's degree unless it otherwise qualifies for reimbursement under this subsection;

- (3) written authorization for tuition reimbursement shall be obtained from the Department Head and forwarded to the Human Resources Department prior to enrollment and on forms provided by the Human Resources Department.
 - (4) reimbursement to employees will not exceed the per hour cost of Illinois State University and annually employees will not be eligible for tuition reimbursement beyond the IRS threshold for non-taxable reimbursement . The IRS reimbursement will be based on a calendar year.
- (b) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the employee for tuition, fees, and required books according to the following schedule:
- 100% for a grade of A
 - 100% for a grade of B
 - 75% for a grade of C or Pass on Pass/Fail
 - 0% for a grade of D or lower

The amount reimbursed to the employee will be less any amount received for scholarships, military, financial aid grants, etc. Employees are required to disclose this information at the time their bills and grades are submitted.

- (c) Any employee who leaves City service within one (1) year of receiving reimbursement will refund to the City the amount reimbursed. This sum may be withheld from the final paycheck.

Section 13.4. LIUNA Pension.

The City will make a twenty cent (\$.20) per hour per employee contribution to LIUNA Pension. Any additional pension increases will be paid by the City in lieu of wages which would otherwise have been paid to employees. Employer contributions shall not be made for overtime hours. Such increases shall be shown as an employer contribution. Additional information is contained in Appendix D in regard to LIUNA Pension contributions.

ARTICLE 14 FOIA REQUEST

In the event the City receives a Freedom of Information request (FOIA) on a specific Police Department employee for email records the City shall notify the affected employee within five (5) business days.

ARTICLE 14 15 MANAGEMENT RIGHTS

Section 1415.1. Management Rights.

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the City; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and

regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 1415.2. City Rules, Policies and Procedures.

The City's rules, policies and procedures shall not be considered part of this Agreement; and shall control unless in conflict with the provisions of this Agreement, in which case the Agreement shall supersede. This provision shall not limit the right to file a grievance concerning the improper application of any such rule, policy and procedure.

Section 1415.3. Emergency Conditions.

If in the sole discretion of the Mayor it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, financial emergency, or other similar catastrophes, the provisions of this Agreement may be temporarily suspended by the Mayor or the City Council during the time of the declared emergency conditions; provided that wage rates shall not be suspended nor shall this Section limit an employee's right to invoke the Grievance Procedure over the issue of pay.

ARTICLE ~~15~~ 16 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful,

unenforceable, or not in accordance with applicable laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE ~~16~~ 17 SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the City will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The City will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the City will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the City's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the City's actions. If the City

decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 11.2. Seniority Principle and Section 11.5. Lay off and Recall Procedure will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

ARTICLE 17 18 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties' agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions

of employment unless expressly waived in this Agreement; or

- (2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE 18 19 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 2015 and shall remain in full force and effect until the 30th day of April, 2017. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of April, 201517.

LABORERS INTERNATIONAL UNION,
LOCAL 362 INSPECTORS

By: _____

GREAT PLAINS LABORERS' DISTRICT COUNCIL

CITY OF BLOOMINGTON, ILLINOIS

By: _____

APPENDIX “A” Wage Tables

| Base Wage | Increase % | Inspector I | Inspector II | Inspector III | Inspector IV |
|------------------|-------------------|--------------------|---------------------|----------------------|---------------------|
| 2017 | 2.00% | \$19.29 | \$21.52 | \$23.75 | \$26.31 |
| 2018 | 1.75% | \$19.63 | \$21.90 | \$24.17 | \$26.77 |

| Individual Contract Tables | | Garry Hinderliter |
|-----------------------------------|-------|--------------------------|
| 2017 | 2.00% | \$32.86 |
| 2018 | 1.75% | \$33.44 |

Note: Certifications will be added to base and then longevity calculated as percentages are defined in Section 6.7 of the Inspectors contract

APPENDIX “B” Approved Certification List

Local 362 Inspector Certification Form

Employee Name: _____

ID#: _____

Please check all that apply:

Residential Inspection Categories

- P1 Residential Plumbing Inspector
- B1 Residential Building Inspector
- M1 Residential Mechanical Inspector
- E1 Residential Electrical Inspector

Commercial Inspector Categories

- B2 Commercial Building Inspector
- E2 Commercial Electrical Inspector
- M2 Commercial Mechanical Inspector
- P2 Commercial Plumbing Inspector

Plans Examiner Categories

- B3 Building Plans Examiner
- E3 Electric Plans Examiner
- M3 Mechanical Plans Examiner
- P3 Plumbing Plans Examiner
- R3 Residential Plans Examiner

Code Enforcement Categories

- 75 Zoning Inspector
- 64 Property Maintenance and Housing Inspector
- 21 Accessibility Inspector/Plans Examiner

Fire Code Categories

- 66 Fire Inspector I
- 67 Fire Inspector II
- F3 Fire Plans Examiner

Energy Conservation Categories

- 77 Commercial Energy Inspector
- 78 Commercial Energy Plans Examiner
- 79 Residential Energy Inspector/Plans Examiner

Certification Categories Requiring Multiple Examinations

- Certified Building Official (CBO)

Certification Categories Requiring Multiple Examinations and Application

- Building Inspector
- Mechanical Inspector
- Residential Combination Inspector
- Combination Inspector
- Certified Building Code Official (CBCO)
- Certified Fire Code Official (CFCO)
- Certified Plumbing Code Official (CPCO)
- Master Code Professional (MCP)
- Electrical Inspector
- Plumbing Inspector
- Commercial Combination Inspector
- Combination Plans Examiner
- Certified Electrical Code Official (CECO)
- Certified Mechanical Code Official (CMCO)
- Certified Housing Code Official (CHCO)

POLICE

- Certified Criminal Analyst
 - Basic Level— 0 Certifications
 - Practioner Level—4 Certifications
 - Advanced Level—8 Certifications
 - Lifetime Level—0 Certifications
No test. Apply for honorary title.

Total Number of Certifications to Date: _____

Revised 12/17/08

APPENDIX “C” Core Certifications

The following are required examinations/certifications for identified job classifications.

| Position | Exam Code | Exam Description |
|---|------------------|---|
| Inspector (III) - Building | B1 | Residential Building Inspector |
| | 64 | Property Maintenance and Housing Inspector |
| | R3 | Residential Plans Examiner |
| Inspector III – Multi Disciplined | 64 | Property Maintenance Inspector |
| | B1 | Residential Building Inspector |
| | 57 | Zoning Inspector |
| Inspector (III) - Plumbing | | Illinois Plumbing Inspector |
| | | Illinois Cross Connection Control Inspector |
| | P3 | Plumbing Plans Examiner |
| Inspector (III) - Electrical | E1 | Residential Electrical Inspector |
| | E2 | Commercial Electrical Inspector |
| | E3 | Electrical Plans Examiner |
| Inspector (III) - HVAC | M1 | Residential Mechanical Inspector |
| | M2 | Commercial Mechanical Inspector |
| | M3 | Mechanical Plans Examiner |
| Inspector (III) – Fire Protection | 66 | Fire Inspector I |
| | 67 | Fire Inspector II |
| | F3 | Fire Plans Examiner |
| Inspector (IV) - Mechanical Plans Examiner | E3 | Electrical Plans Examiner |
| | M3 | Mechanical Plans Examiner |
| | M2 | Commercial Mechanical Inspector |
| | P3 | Plumbing Plans Examiner |
| Inspector (II) Rental Inspector II – Mobile Home | 64 | Property Maintenance and Housing Inspector |
| | 75 | Zoning Inspector |
| Inspector II - Property Maintenance | 64 | Property Maintenance and Housing Inspector |
| | 57 | Zoning Inspector |
| Inspector III - Fire | 66 | Fire Inspector I |
| | 67 | Fire Inspector II |
| | F3 | Fire Plans Examiner |
| Inspector III - Rehab Specialist | B1 | Residential Building Inspector |
| | 64 | Property Maintenance and Housing Inspector |
| | 75 | Zoning Inspector |
| Inspector (I) Property | 64 | Property Maintenance and Housing Inspector |

APPENDIX “C” Core Certifications continued

Inspector IV - Police

Basic Level - 0 certifications.

New Hire/Probationary Employee - No test - 40 hours of training and submission of proper paperwork to achieve Basic certification. Recertify after three (3) years, no test required.

Practitioner Level – 4 certifications.

Must apply. Three (3) years law enforcement analytical experience and pass Practitioner Level test. Must recertify after three (3) years.

Advanced Level - 8 certifications.

Ten (10) years law enforcement analytical experience is required for application. Passing advanced test is required.

Lifetime – 0 certifications

No test. Apply for honorary title.

APPENDIX “D” LIUNA TENTATIVE AGREEMENT

City of Bloomington and Laborers Local 362 Inspectors

Tentative Agreement

1. The City and Union agree to select the “Preferred Schedule” from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to November 1, 2011.
2. All contributions to the LIUNA pension will be funded as described in Section 13.4 of the Inspectors agreement. The City’s contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
3. Retroactive cost increases that are greater than the City’s contribution limit will be deducted from the employees’ paychecks.
4. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.

APPENDIX "D" LIUNA TENTATIVE AGREEMENT CON'T

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:


1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.4 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.20 per hour shall be increased by 10% to the rate of \$.22 per hour effective November 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.4 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

APPENDIX "D" LIUNA TENTATIVE AGREEMENT CON'T

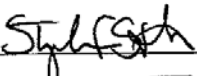
- b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.
 - c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
- 4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
 - 5. This Addendum shall be effective as of, November 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: 
Name: Anthony Penn
Position: Business Manager Date: 5/16/12

FOR THE EMPLOYER:

Signature: 
Name: Stephen F. Ostockton
Position: Mayor Date: May 15, 2012

APPENDIX “E” Employees Grandfathered for Insurance

The following employees are grandfathered employees as identified in Section 13.2 Group Insurance Plans:

Garry Hinderliter
Carl Fever
John Langlois
Sharon Murphy
Michael Conroy



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of authorizing a Rejection of a Bid for Netting Project on Hole 18 at Prairie Vista (RFP# 2018-10)

RECOMMENDATION/MOTION: That all the bids for the Netting Project on Hole 18 at Prairie Vista be rejected due to an aged preliminary bid.

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

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

BACKGROUND: On June 6, 2017, RFP #2018-10 was released seeking barrier netting for Hole 18 at Prairie Vista. Bids were due on June 27, 2017, and the City received four bids. While the City did receive an acceptable bid at the time, citizen feedback was received that necessitated multiple meetings between city staff and said citizens. The delay to accommodate these meetings caused the preliminary bids to become aged and no longer valid.

Prairie Vista hole 18 is generally regarded to be the best finishing hole in our area, if not downstate Illinois when played as a Par 4. It is the signature hole for the course. Playing the hole as a Par 3 since 2008, other than for competitive tournaments (ex: IHSA State Finals, Country Youth Classic), has not been received well by our daily play customers and outings. Due to the diminished experience of finishing on a make shift Par 3, many daily golfers and golf outings have chosen not to continue to play the course. Golf course staff conservatively project Prairie Vista has seen a 5% annual decrease in play leading to a revenue loss of approximately \$48,000 per year.

A new proposed barrier net will be erected at a height of 60 feet and length of 500 feet which is twice the height and five times longer. City staff are confident the measures taken in this project will provide added protection to the homes along Hamilton Road, while also allowing golf course customers to enjoy playing Hole 18 as a Par 4 again.

City staff is currently working to send this project out for bid again in the very near future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: There is no anticipated financial impact as this is only a request to reject a bid.

COMMUNITY DEVELOPMENT IMPACT: N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY
CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jason Wingate, Superintendent of Golf

Reviewed by: Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive style with a long horizontal stroke at the end.

Steve Rasmussen
City Manager



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of approving a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27 in the amount of \$387,263.20.

RECOMMENDATION/MOTION: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 14 months and an option for the City to extend the contract two additional 12 month periods, in the amount not-to-exceed of \$387,263.20 for the initial 14 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b “Quality water for the long term.”

BACKGROUND: The outside consultant from Maurer Stutz has been working as a full-time Water Department Staff Engineer since March 28, 2016. The individual has worked with the Department’s superintendents, director, consultants, contractors, and the in-house engineer to assist the backlog of operation and maintenance projects, as well as capital project development and implementation.

The existing Professional Services Contract, approved by Council on February 22, 2016, was for a 12 month term with a 12 month extension available to the City of Bloomington. The contract allowed the City to extend the contract for another 12 months on the same terms and conditions. The Council approved the 12 month extension on February 27, 2017. The Department is proposing to enter into a new contract that extends the time resources that are being provided by Maurer Stutz.

Maurer-Stutz, Inc. was selected using the Professional Services Qualifications Based Selection Process in February of 2016. This process involved: (1) Sending out Request for Qualifications (RFQ) specific to the project, (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the thirteen (13) submittals down to the top three consultants, (3) Interviewing these three consultants, and (4) Selecting a top consultant and negotiating a fee with them. These four tasks are often referred to as a two-step professional services selection process. Due to the previous RFQ selection process and the satisfactory relationship that has been created, a new RFQ process is not required to maintain the relationship with Maurer-Stutz.

Maurer-Stutz, Inc. was selected as the best firm to perform Professional Engineering Services for the Water Department based on the proposed staff and their experience related to anticipated duties.

The original contract was approved as a pilot project designed to incorporate an outside consultant within the Water Department that would allow focused effort on the backlog of projects, coordination, operations and maintenance issues, and other various Departmental tasks. Demands continue to be greater than internal staffing resources can handle. Therefore, the Department requests an additional extension of the contract based on the original terms and conditions.

The outside consultant has incorporated himself into the daily activities of the Department and City as a whole. The individual is familiar with City processes and works effectively and efficiently across multiple departments to ensure projects and tasks are being completed. Further, having developed an understanding of City policies and procedures, this individual is utilized in the same manner as a full-time staff member. The project, which began as a pilot project, has reinforced the need for this resource and the benefit provided to the public on a daily basis.

The Water Department maintains a healthy fund balance that provides for funding of this contract. Maintaining this resource will allow the Department to plan and execute our capital plan in the coming years. Without the needed resources, the Department will not be able to fully implement the capital plan or address the outstanding operational and maintenance needs. To date the consultant has performed very well and the Department expects the same with future effort.

Examples of Professional Services provided by the Maurer-Stutz, Inc. day-to-day staff member include, but are not limited to:

1. Manage and create a system-wide GIS model of all distribution and transmission infrastructure.
2. Prepare the Department's first water system wide WaterGEMS model allowing for priority based project review, and future system planning activities and projects.
3. Review and coordination of private development improvement design documents.
4. Capital project management and analysis of needs including prioritizing future projects for the 5-year CIP.
5. City Council Memorandums preparation, review of consultant contract scope and contracts; review of specifications, drawings, and reports.
6. Participation in system pump and distribution setting conversations and procedures.
7. Capital projects include St. Peter Aquifer Test Wells, ARC Flash Study, Infrastructure Master Planning Study, Lake Bloomington Wastewater Facility Plan, Lake Bloomington WMR, Peirce Avenue WMR, Oak and Stewart WMR, Re-carbonation Basin Bypass, and Division E Pressure Station Design.
8. Review Plans, Specifications, and Easements for roads, subdivision water system modifications, and sites.
9. General Administration and Operations assistance including record keeping and organization, updating department standard details, lake-lease transfers, and operational settings analysis and trouble shooting.
10. Lead and manage internal department projects including K drive organization.

11. GIS water layers, lead service lines communication, Money Creek hydrocarbon monitoring, and reviewing existing reports and plans sets.
12. Create Power Point council memos and presentations for City Council meetings.
13. Design review and construction management of water main replacement projects.

See attached for additional services provided.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: The 2 months of FY 2018 totaling \$55,323.31 & 12 months of FY 2019 at \$331,939.89 would be paid out of the Water Administration-Architectural & Engineering Services for Capital account (50100110-70051). Stakeholders can locate the FY 2018 amount in the Budget Book titled "Adopted Other Funds Budget" on page 129. Water is including the \$331,939.89 in the FY 2019 Proposed Budget.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable.

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant

Reviewed by: Robert D. Yehl, P.E., Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- WTR 1B Professional Services Contract

- WTR 1C February 27, 2017, Council Agenda Item 7C
- WTR 1D February 22, 2016, Council Agenda Item 7E
- WTR 1E Maurer-Stutz Effort Summary

**CITY OF BLOOMINGTON CONTRACT WITH
FOR PROFESSIONAL SERVICES FOR**

THIS AGREEMENT, dated this _____ day of _____, 2017, is between the City of Bloomington (hereinafter "CITY") and _____ (hereinafter "CONSULTANT").

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. CONSULTANT shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONSULTANT under this Contract, the CITY shall pay CONSULTANT one of the following:

___ A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.

___ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs, provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party. Either party may also terminate this Contract for any reason by giving 15 days advance written notice. Upon such termination, the City shall only be obligated to pay for the services already performed. No other damages shall be available to either party for the early termination.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONSULTANT pursuant to this Contract are instruments of CONSULTANT'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONSULTANT further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, and employees from and against liability arising out of CONSULTANT'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONSULTANT shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Prior to the commencement of any services to the City, certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONSULTANT hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONSULTANT agrees that any and all services by CONSULTANT shall, when performing services for the City, comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONSULTANT further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONSULTANT. CONSULTANT agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONSULTANT shall be responsible for any damages/penalties assessed to CITY for CONSULTANT'S failure to furnish all documentation in CONSULTANT'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees), provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party.

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Term. The term of this Contract shall be:

Until all of the services and/or deliverables required to provided within this Contract are completed.

8ch_ ane /#fiyear from the date of execution.

8ch_ fwo /Sfiyears from the date of execution.

Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Section 19. Independent Contractor. No employee or agent of Maurer-Stutz providing services under this agreement shall be considered an employee of the City nor entitled to any benefits or other rights of City employees. Rather, Maurer-Stutz shall provide the services as an independent contractor of the City.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

EXHIBIT B
FEES & PAYMENT TERMS

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES**

FIRM NAME
Maurer Stutz Inc

DATE 11/09/17

PTB NO. _____

CONTRACT TERM 14 MONTHS
START DATE 2/22/2018
RAISE DATE 4/30/2019

OVERHEAD RATE 179.51%
COMPLEXITY FACTOR _____
% OF RAISE 5.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

7

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

2.92%

The total escalation for this project would be: **2.92%**

PAYROLL RATES

FIRM NAME Maurer Stutz Inc DATE 11/09/17

ESCALATION FACTOR **2.92%**

| CLASSIFICATION | 2/22/18 - 6/30/18 | 7/1/18 - 4/30/19 | 2/22/18 - 6/30/18 | | 7/1/18 - 4/30/19 | |
|------------------|-------------------|------------------|-------------------|-------------|------------------|--------------|
| | CURRENT RATE | ESCALATED RATE | ESCALATED RATE | | | |
| Scott R Hobart | \$44.29 | \$45.58 | \$32,597.44 | \$79,129.99 | \$0.00 | \$111,727.43 |
| Steven P Arahood | \$56.00 | \$57.63 | \$1,120.00 | \$2,881.67 | \$0.00 | \$4,001.67 |
| | | | | | | \$115,729.10 |

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Maurer Stutz Inc _____

DATE 11/09/17

OVERHEAD RATE 1.7951
 COMPLEXITY FACTOR 0

| DBE DROP BOX | ITEM | MANHOURS (A) | PAYROLL (B) | OVERHEAD & FRINGE BENF (C) | IN-HOUSE DIRECT COSTS (D) | FIXED FEE (E) | Outside Direct Costs (F) | SERVICES BY OTHERS (G) | DBE TOTAL (H) | TOTAL (B-G) | % OF GRAND TOTAL |
|--------------------|-------------------------|---------------------|--------------------|-------------------------------------|------------------------------------|---------------------|-----------------------------------|---------------------------------|---------------------|--------------------|------------------------|
| | SRH | 2472 | 111,727.43 | 200,561.91 | | 45,281.95 | | | | 357,571.29 | 96.54% |
| | SPA | 70 | 4,001.67 | 7,183.40 | | 1,621.83 | | | | 12,806.90 | 3.46% |
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| | | | | | | | | | | | |
| | Subconsultant DL | | | | | | | | | 0.00 | 0.00% |
| | TOTALS | 2542 | 115,729.10 | 207,745.31 | 0.00 | 46,903.79 | 0.00 | 0.00 | 0.00 | 370,378.20 | 100.00% |

DBE 0.00%

DBE

**COST PLUS A FIXED FEE
BUDGET ESTIMATE SUMMARY**

| | |
|-----------------------|---------------------|
| Labor Costs = | \$323,474.41 |
| Fixed Fee = | \$46,903.79 |
| Vehicle Use* = | \$16,885.00 |
| TOTAL BUDGET = | \$387,263.20 |

*Vehicle Use calculated as follows:

307 working days at \$55 per day = \$16,885.00

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality
 - a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
 - b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.
2. Customer Service / Communication
 - a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
 - b. Consistent communication with the Project Manager for the City is critical.
 - c. Communication through email is preferred for record keeping purpose.
 - d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
 - e. Electronic files shall be provided to the City upon completion of the design.
 - f. Quantity take-off and calculation sheets shall be provided for construction field inspection.
3. Project Management
 - a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
 - b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
 - c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
 - d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
 - e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
 - f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: February 27, 2017

SUBJECT: Consideration of approving an extension of a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27.

RECOMMENDATION/MOTION: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department be extended for an additional 12 months, in an amount not-to-exceed of \$288,500, and authorize the City Manager and City Clerk to execute the necessary documents and provide the appropriate notice for the approved 12-month extension.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b “Quality water for the long term”

BACKGROUND: The outside consultant has been working as a full-time Water Department Staff Engineer since March 28, 2016. The individual has worked with the department’s superintendents, Director, and the in-house engineer to assist the backlog of operation and maintenance projects, as well as capital project development and implementation.

The existing Professional Service Contract includes a not-to-exceed amount, with a year extension available to the City of Bloomington. The Contract allows the city to extend the Contract for another 12 months on the same terms and conditions upon giving 30 days written notice to Maurer-Stutz, Inc. prior to expiration. The final overall rates and fees proposed by Maurer-Stutz, Inc. are fair, appropriate and competitive for the scope of work included.

Examples of Professional Services provided by the Maurer-Stutz, Inc. day-to-day staff member include, but are not limited to:

1. Capital project management and analysis of needs including prioritizing future projects for the 5-year CIP; City Council Memorandums preparation, review of consultant contract scope and contracts; review of specifications, drawings, and reports.
2. Capital projects include St. Peter Aquifer Test Wells, ARC Flash Study, Infrastructure Master Planning Study, Lake Bloomington Wastewater Facility Plan, Lake Bloomington WMR, Peirce Avenue WMR, Oak and Stewart WMR, Re-carbonation Basin Bypass, and SCADA Master Plan.
3. Reviewing Plans, Specifications, and Easements for roads, subdivision water system modifications, and sites.

4. General Administration and Operations assistance including record keeping and organization, updating department standard details, Lake Lease transfers, and operational settings analysis and trouble shooting.
5. Leading and managing internal department projects including K drive organization, GIS water Layers, lead service lines communication, Money Creek hydrocarbon monitoring, beginning WaterGEMS model of water system, and reviewing existing reports and plans sets.
6. Creating Power Point presentations for City Council, including 5yr-CIP budget, lead service line communication, and St. Peter Aquifer groundwater project.
7. Construction management of Ryan Drive Water Main Replacement (WMR) project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: The \$288,500 is included in the FY 2018 Proposed Budget out of Water Administration-Architectural & Engineering Services (50100110-70051). The current purchase order in place for the contract has sufficient funds to cover work performed through April 30, 2017.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

NUMBER OF REQUIRED VOTES TO APPROVE ITEM: Majority Present

Respectfully submitted for Council consideration.

Prepared by: Scott R. Hobart, P.E., Project Manager

Reviewed by: Robert D. Yehl, P.E., Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- February 22 2016 Council Agenda Item 7E including signed contract



CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of approving a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27.

RECOMMENDATION/MOTION: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 12 months an option for the City to extend an additional 12 months, in the amount not-to-exceed \$280,129.92 for the initial 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b “Quality water for the long term”

BACKGROUND: The Water Department has been operating for a number of years without a in Department Staff Engineer. Though the position has been budgeted in recent fiscal years, the Staff Engineer position has not been filled since late 2009. This staffing shortage contributes to the Department’s backlog of capital improvement projects, as well as planning for future projects and advancements. In addition, the absence of this position hinders the Department to adequately plan and execute these needs while performing the necessary operations and maintenance tasks required to provide safe, plentiful and affordable drinking water to the residents and businesses of the City of Bloomington and surrounding areas.

During coordination efforts related to this position, the Water Department and Administration discussed measures that will move the Department forward while implementing a pilot project designed to incorporate an outside consultant within the Water Department. The Water Department Staff Engineer is scheduled to be filled in the coming months. The outside consultant will work with the in-house engineer, position to be filled, to assist the backlog of operation and maintenance projects, as well as capital project development and implementation.

The professional services provided by Maurer-Stutz, Inc. have been crafted so that the individual assigned to the Department performs the same functions as a full-time Water Department Staff Engineer. Examples of Professional Services to be provided by the Maurer-Stutz, Inc. day-to-day staff member include, but are not limited to:

1. Manage all facets of City-led Phase I and II engineering projects as assigned, including but not limited to:
 - a. Review deliverables for compliance with departmental policies
 - b. Monitoring the project scope, schedule, and budget
2. Identify and implement all necessary (project related) coordination and communication within and outside the Water Department;
3. Organize regular progress meetings and briefings for City Department(s) where details of project and progress are presented;

4. Facilitate and expedite the resolution of technical issues, drawing upon necessary resources and experts in applicable disciplines;
5. Facilitate the resolution of contractual issues, drawing upon necessary resources within the City;
6. All other work as required to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external.

Initial projects to be assigned may include:

- creating a GIS model of the water system;
- preparing a hydraulic model that will enable intelligent system reliability planning, optimized system operations, and reliable asset analysis and improvement;
- field inspection of water main construction projects, development and management of a ground water source(s);
- development of a water loss audit program;
- review of developer lead projects;
- grant opportunity development and submission;
- and management of FY 2017 Capital projects.

In addition, this pilot project will allow the City to determine the viability of utilizing outside resources to staff Departments when project demands exceed City staff capabilities. The Water Department will monitor progress and success of the project, and provide insights to Administration and other Departments.

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

- (1) Distributed Request for Qualifications (RFQ) specific to the project,
- (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the thirteen (13) submittals down to the top three consultants,
- (3) Interviewing these three consultants, and
- (4) Selecting a top consultant and negotiating a fee with them.

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

A list of the engineering firms that submitted Statements of Qualifications and the two engineering firms that were selected for interviews are attached. Maurer-Stutz, Inc. was selected as the best firm to perform Professional Engineering Services for the Water Department based on the proposed staff and their experience related to anticipated duties. The proposed day-to-day staff member has the ability to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external, perform field tasks, update GIS data, create a City wide Water model, perform analysis of the water system, as well as complete other anticipated Department needs.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Qualifications Based Selection Process must be followed if

federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

The contract amount included in the Professional Service Contract will be a not-to-exceed amount. The final overall rates and fees proposed by Maurer-Stutz, Inc. are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Upon City Council approval, budgeted funds are available in FY 2016 to cover the approximate 6 weeks of activity of \$32,322.66. The remaining \$247,807.26 will be encumbered after May 1, 2016 out of the FY 2017 Proposed Budget. \$285,000 is included in both the FY 2017 and FY 2018 Proposed Budgets for this service. Up to a maximum amount of \$560,259.84 over 24 months, upon approval, will be encumbered as follows: \$32,322.66 in FY 2016, \$247,807.26 in FY 2017. If the contract is renewed by the City, \$280,129.92 will be encumbered in FY 2018 out of Water Administration-Engineering Services (50100110-70050). Stakeholders please note that this is included in the FY 2017 Proposed Budget and will be included again in the FY 2018 Proposed Budget if the City decides to renew the contract.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Water Director
Reviewed by: Steve Rasmussen, Assistant City Manager
Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager
Legal review by: Jeffrey R. Jurgens, Corporation Counsel
Recommended by:



David A. Hales
City Manager

Attachments:

- Consultant List
- Professional Services Contract

Motion: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 12 months an option for the City to extend an additional 12 months, in the amount not-to-exceed \$280,129.92 for the initial 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____

Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|------------------|-----|-----|-------|--------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

**CITY OF BLOOMINGTON CONTRACT WITH
MAURER-STUTZ, INC.
FOR PROFESSIONAL SERVICES FOR
THE CITY WATER DEPARTMENT**

THIS AGREEMENT, dated this _____ day of February _____, 2016, is between the City of Bloomington (hereinafter "CITY") and MAURER-STUTZ, INC. (hereinafter "CONSULTANT").

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. CONSULTANT shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONSULTANT under this Contract, the CITY shall pay CONSULTANT one of the following:

- A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.
- Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs, provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party. Either party may also terminate this Contract for any reason by giving 15 days advance written notice. Upon such termination, the City shall only be obligated to pay for the services already performed. No other damages shall be available to either party for the early termination.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONSULTANT pursuant to this Contract are instruments of CONSULTANT'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONSULTANT further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, and employees from and against liability arising out of CONSULTANT'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONSULTANT shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Prior to the commencement of any services to the City, certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONSULTANT hereby represents it is legally able to perform the work that is subject to this Contract. CONSULTANT shall work as an independent contractor and no employee relationship shall be created by this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONSULTANT agrees that any and all services by CONSULTANT shall, when performing services for the City, comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONSULTANT further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONSULTANT. CONSULTANT agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONSULTANT shall be responsible for any damages/penalties assessed to CITY for CONSULTANT'S failure to furnish all documentation in CONSULTANT'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees), provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party.

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Term. The term of this Contract shall be:

- Until all of the services and/or deliverables required to provided within this Contract are completed.
- From one (1) year from the date of execution.
- From two (2) years from the date of execution.
- Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____ The City may extend this Contract for another 12 months on the same terms and conditions upon giving 30 days written prior to expiration.

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

MAURER-STUTZ, INC.

By: _____

Its City Manager

By: _____

Its President

ATTEST:

By: _____

City Clerk

By: _____

Its VICE PRESIDENT

EXHIBIT A SCOPE OF SERVICES / WORK PROVIDED

The City of Bloomington Water Department has retained Maurer-Stutz, Inc. (MSI) to provide the City Water Department with a variety of Engineering Services. Under the terms of the Professional Services Agreement, MSI will provide a staff level engineer ("Consultant Teaming Partner," or "CTP") to work closely with Water Department staff on various Department-led initiatives and projects.

MSI's CTP will be expected to provide services and assist with work tasks similar to Water Department staff. Such professional services shall be provided on-site at City facilities. MSI's CTP will generally be based at the Water Department offices located on Division St., but may provide services at other Water Department facilities such as the Water Treatment Plant, Lake Bloomington and Evergreen Lake and other facilities as required. The nature of the engagement will require MSI's CTP to work in City offices between three (3) to five (5) days a week.

The professional services, through the utilization of other key MSI Consultant staff members as necessary, may include engineering, technical, managerial and administrative services, as well as other work as necessary to assist bringing a wide variety of numerous projects to completion. This work is expected to consist of managing all facets of Phase I and II engineering services, including those related to the distribution, transmission and treatment of water as well as general facilities management. Professional services will involve working directly with City staff and/or its Consultant firm(s).

Examples of Professional Services to be provided by MSI's CTP include, but are not limited to:

1. Manage all facets of City-led Phase I and II engineering projects as assigned, including but not limited to:
 - a. Review deliverables for compliance with departmental policies
 - b. Monitoring the project scope, schedule, and budget
2. Identify and implement all necessary (project related) coordination and communication within and outside the Water Department;
3. Organize regular progress meetings and briefings for City Department(s) where details of project and progress are presented;
4. Facilitate and expedite the resolution of technical issues, drawing upon necessary resources and experts in applicable disciplines;
5. Facilitate the resolution of contractual issues, drawing upon necessary resources within the City;
6. All other work as required to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external.

**EXHIBIT B
FEES & PAYMENT TERMS**

Fee and payment terms are outlined in the attached.

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES**

FIRM NAME
Maurer Stutz Inc

DATE 02/02/16
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 3/1/2016
RAISE DATE 7/1/2016

OVERHEAD RATE 153.90%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

3.00%

The total escalation for this project would be: 3.00%

PAYROLL RATES

FIRM NAME Maurer Stutz Inc DATE 02/02/16

ESCALATION FACTOR 3.00%

| CLASSIFICATION | 3/1/16 - 6/30/16 | 7/1/16 - 2/28/17 | |
|------------------|------------------|------------------|--|
| | CURRENT RATE | ESCALATED RATE | |
| Scott R Hobart | \$41.75 | \$43.00 | |
| Steven P Arahood | \$54.00 | \$55.62 | |

3/1/16 - 6/30/16 7/1/16 - 2/28/17

\$28,946.53 \$59,630.28 \$88,576.80
 \$972.00 \$1,891.08 \$2,863.08

\$91,439.88

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

Maurer Stutz Inc

DATE 02/02/16

OVERHEAD RATE 1.539
COMPLEXITY FACTOR 0

| DBE DROP BOX | ITEM | MANHOURS (A) | PAYROLL (B) | OVERHEAD & FRINGE BENF (C) | IN-HOUSE DIRECT COSTS (D) | FIXED FEE (E) | Outside Direct Costs (F) | SERVICES BY OTHERS (G) | DBE TOTAL (H) | TOTAL (B-G) | % OF GRAND TOTAL |
|--------------|-------------------------|--------------|-------------|----------------------------|---------------------------|---------------|--------------------------|------------------------|---------------|-------------|------------------|
| | SRH | 2080 | 88,576.80 | 136,319.70 | | 32,609.99 | | | | 257,506.50 | 96.87% |
| | SPA | 52 | 2,863.08 | 4,406.28 | | 1,054.06 | | | | 8,323.42 | 3.13% |
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| | Subconsultant DL | | | | | | | | | | |
| | TOTALS | 2132 | 91,439.88 | 140,725.98 | 0.00 | 33,664.05 | 0.00 | 0.00 | 0.00 | 265,829.92 | 100.00% |

DBE 0.00%

DBE

**COST PLUS A FIXED FEE
BUDGET ESTIMATE SUMMARY**

| | |
|-----------------------|---------------------|
| Labor Costs = | \$232,165.87 |
| Fixed Fee = | \$33,664.05 |
| Vehicle Use* = | \$14,300.00 |
| TOTAL BUDGET = | \$280,129.92 |

*Vehicle Use calculated as follows:

1 year engagement (52 weeks per year x 5 days per week = 260 days)
260 days x \$55 per day = \$14,300

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality
 - a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
 - b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.
2. Customer Service / Communication
 - a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
 - b. Consistent communication with the Project Manager for the City is critical.
 - c. Communication through email is preferred for record keeping purpose.
 - d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
 - e. Electronic files shall be provided to the City upon completion of the design.
 - f. Quantity take-off and calculation sheets shall be provided for construction field inspection.
3. Project Management
 - a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
 - b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
 - c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
 - d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
 - e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
 - f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.



CERTIFICATE OF LIABILITY INSURANCE

| |
|--------------------------------|
| DATE (MM/DD/YYYY) 2/24/2016 |
|--------------------------------|

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4921 N. Glen Park Place Peoria IL 61614 | CONTACT NAME: Roberta J. Hall PHONE (A/C, No., Ext): 309-407-3082 FAX (A/C, No): 309-692-5099 E-MAIL ADDRESS: Roberta_Hall@ajg.com | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--|-------|--|-------|--------------------|--|--------------------|--|--------------------|--|--------------------|--|
| INSURED Maurer-Stutz, Inc. 3116 N Dries Lane Peoria IL 61604 | <table border="1" style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property Casualty Co of A</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers Property Casualty Co of A | 25674 | INSURER B : Travelers Indemnity Company | 25658 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Travelers Property Casualty Co of A | 25674 | | | | | | | | | | | | | | |
| INSURER B : Travelers Indemnity Company | 25658 | | | | | | | | | | | | | | |
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| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 1728607103 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------|-----|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | | 6803C355976 | 10/1/2015 | 10/1/2016 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | | BA3C357890 | 10/1/2015 | 10/1/2016 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | CUP3C503953 | 10/1/2015 | 10/1/2016 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | XJUB3970T78A | 10/1/2015 | 10/1/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Bloomington, its employees and officials are Additional Insureds as respects the General Liability and Automobile Liability pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The Insurance provided in the General Liability policy is primary and any other insurance shall be excess and not contributing.

| | |
|---|--|
| CERTIFICATE HOLDER City of Bloomington Robert Yehl 603 West Division Street Bloomington IL 61701 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., **Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|----------------|--|----------------|
| PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108 | 1-800-527-9049 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): |
| INSURED Maurer-Stutz, Inc. 3116 N. Dries Lane, Suite 100 Peoria, IL 61604 | | INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 46138725

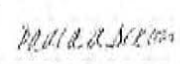
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|-------------------------------------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability Claims Made | | | DPR9723387 | 04/02/15 | 04/02/16 | Each Claim 1,000,000 Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Bloomington Attn: Robert Yehl 603 West Division St. Bloomington, IL 61701 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

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CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of approving a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27.

RECOMMENDATION/MOTION: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 12 months an option for the City to extend an additional 12 months, in the amount not-to-exceed \$280,129.92 for the initial 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b “Quality water for the long term”

BACKGROUND: The Water Department has been operating for a number of years without a Department Staff Engineer. Though the position has been budgeted in recent fiscal years, the Staff Engineer position has not been filled since late 2009. This staffing shortage contributes to the Department’s backlog of capital improvement projects, as well as planning for future projects and advancements. In addition, the absence of this position hinders the Department to adequately plan and execute these needs while performing the necessary operations and maintenance tasks required to provide safe, plentiful and affordable drinking water to the residents and businesses of the City of Bloomington and surrounding areas.

During coordination efforts related to this position, the Water Department and Administration discussed measures that will move the Department forward while implementing a pilot project designed to incorporate an outside consultant within the Water Department. The Water Department Staff Engineer is scheduled to be filled in the coming months. The outside consultant will work with the in-house engineer, position to be filled, to assist the backlog of operation and maintenance projects, as well as capital project development and implementation.

The professional services provided by Maurer-Stutz, Inc. have been crafted so that the individual assigned to the Department performs the same functions as a full-time Water Department Staff Engineer. Examples of Professional Services to be provided by the Maurer-Stutz, Inc. day-to-day staff member include, but are not limited to:

1. Manage all facets of City-led Phase I and II engineering projects as assigned, including but not limited to:
 - a. Review deliverables for compliance with departmental policies
 - b. Monitoring the project scope, schedule, and budget
2. Identify and implement all necessary (project related) coordination and communication within and outside the Water Department;
3. Organize regular progress meetings and briefings for City Department(s) where details of project and progress are presented;

4. Facilitate and expedite the resolution of technical issues, drawing upon necessary resources and experts in applicable disciplines;
5. Facilitate the resolution of contractual issues, drawing upon necessary resources within the City;
6. All other work as required to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external.

Initial projects to be assigned may include:

- creating a GIS model of the water system;
- preparing a hydraulic model that will enable intelligent system reliability planning, optimized system operations, and reliable asset analysis and improvement;
- field inspection of water main construction projects, development and management of a ground water source(s);
- development of a water loss audit program;
- review of developer lead projects;
- grant opportunity development and submission;
- and management of FY 2017 Capital projects.

In addition, this pilot project will allow the City to determine the viability of utilizing outside resources to staff Departments when project demands exceed City staff capabilities. The Water Department will monitor progress and success of the project, and provide insights to Administration and other Departments.

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

- (1) Distributed Request for Qualifications (RFQ) specific to the project,
- (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the thirteen (13) submittals down to the top three consultants,
- (3) Interviewing these three consultants, and
- (4) Selecting a top consultant and negotiating a fee with them.

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

A list of the engineering firms that submitted Statements of Qualifications and the two engineering firms that were selected for interviews are attached. Maurer-Stutz, Inc. was selected as the best firm to perform Professional Engineering Services for the Water Department based on the proposed staff and their experience related to anticipated duties. The proposed day-to-day staff member has the ability to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external, perform field tasks, update GIS data, create a City wide Water model, perform analysis of the water system, as well as complete other anticipated Department needs.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Qualifications Based Selection Process must be followed if

federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

The contract amount included in the Professional Service Contract will be a not-to-exceed amount. The final overall rates and fees proposed by Maurer-Stutz, Inc. are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Upon City Council approval, budgeted funds are available in FY 2016 to cover the approximate 6 weeks of activity of \$32,322.66. The remaining \$247,807.26 will be encumbered after May 1, 2016 out of the FY 2017 Proposed Budget. \$285,000 is included in both the FY 2017 and FY 2018 Proposed Budgets for this service. Up to a maximum amount of \$560,259.84 over 24 months, upon approval, will be encumbered as follows: \$32,322.66 in FY 2016, \$247,807.26 in FY 2017. If the contract is renewed by the City, \$280,129.92 will be encumbered in FY 2018 out of Water Administration-Engineering Services (50100110-70050). Stakeholders please note that this is included in the FY 2017 Proposed Budget and will be included again in the FY 2018 Proposed Budget if the City decides to renew the contract.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Water Director
Reviewed by: Steve Rasmussen, Assistant City Manager
Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager
Legal review by: Jeffrey R. Jurgens, Corporation Counsel
Recommended by:



David A. Hales
City Manager

Attachments:

- Consultant List
- Professional Services Contract

Motion: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 12 months an option for the City to extend an additional 12 months, in the amount not-to-exceed \$280,129.92 for the initial 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|------------------|-----|-----|-------|--------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Buragas | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | | | | |
| | | | | Mayor Renner | | | |

PROFESSIONAL ENGINEERING SERVICES FOR THE WATER DEPARTMENT
RFQ NO. 2016-27

Engineering firms providing “Statement of Qualifications” in response to the City’s “Request for Qualifications”.

1. Farnsworth Group, Inc.
2. Lewis, Yockey & Brown, Inc.
3. Maurer-Stutz, Inc.

Engineering firms selected for interview following review of all “Statement of Qualifications”.

1. Farnsworth Group, Inc.
2. Maurer-Stutz, Inc.

**CITY OF BLOOMINGTON CONTRACT WITH
FOR PROFESSIONAL SERVICES FOR**

THIS AGREEMENT, dated this _____ day of _____, 2016, is between the City of Bloomington (hereinafter "CITY") and _____ (hereinafter "CONSULTANT").

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. CONSULTANT shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONSULTANT under this Contract, the CITY shall pay CONSULTANT one of the following:

___ A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.

___ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs, provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party. Either party may also terminate this Contract for any reason by giving 15 days advance written notice. Upon such termination, the City shall only be obligated to pay for the services already performed. No other damages shall be available to either party for the early termination.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONSULTANT pursuant to this Contract are instruments of CONSULTANT'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONSULTANT further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, and employees from and against liability arising out of CONSULTANT'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONSULTANT shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Prior to the commencement of any services to the City, certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONSULTANT hereby represents it is legally able to perform the work that is subject to this Contract. CONSULTANT shall work as an independent contractor and no employee relationship shall be created by this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONSULTANT agrees that any and all services by CONSULTANT shall, when performing services for the City, comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONSULTANT further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONSULTANT. CONSULTANT agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONSULTANT shall be responsible for any damages/penalties assessed to CITY for CONSULTANT'S failure to furnish all documentation in CONSULTANT'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees), provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party.

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Term. The term of this Contract shall be:

Until all of the services and/or deliverables required to provided within this Contract are completed.

8ch_ ane /#fiyear from the date of execution.

8ch_ fwo /Sfiyears from the date of execution.

Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

EXHIBIT B
FEES & PAYMENT TERMS

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES**

FIRM NAME
Maurer Stutz Inc

DATE 02/02/16

PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 3/1/2016
RAISE DATE 7/1/2016

OVERHEAD RATE 153.90%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

3.00%

The total escalation for this project would be: **3.00%**

PAYROLL RATES

FIRM NAME Maurer Stutz Inc DATE 02/02/16

ESCALATION FACTOR 3.00%

| CLASSIFICATION | 3/1/16 - 6/30/16 CURRENT RATE | 7/1/16 - 2/28/17 ESCALATED RATE | |
|----------------|----------------------------------|------------------------------------|--|
|----------------|----------------------------------|------------------------------------|--|

| | | | 3/1/16 - 6/30/16 | 7/1/16 - 2/28/17 | |
|------------------|---------|---------|------------------|------------------|-------------|
| Scott R Hobart | \$41.75 | \$43.00 | \$28,946.53 | \$59,630.28 | \$88,576.80 |
| Steven P Arahood | \$54.00 | \$55.62 | \$972.00 | \$1,891.08 | \$2,863.08 |
| | | | | | \$91,439.88 |

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

Maurer Stutz Inc _____

OVERHEAD RATE 1.539
COMPLEXITY FACTOR 0

DATE 02/02/16

| DBE DROP BOX | ITEM | MANHOURS (A) | PAYROLL (B) | OVERHEAD & FRINGE BENF (C) | IN-HOUSE DIRECT COSTS (D) | FIXED FEE (E) | Outside Direct Costs (F) | SERVICES BY OTHERS (G) | DBE TOTAL (H) | TOTAL (B-G) | % OF GRAND TOTAL |
|-------------------------|------|-----------------|----------------|-------------------------------------|------------------------------------|---------------------|-----------------------------------|---------------------------------|---------------------|-------------------|------------------------|
| | SRH | 2080 | 88,576.80 | 136,319.70 | | 32,609.99 | | | | 257,506.50 | 96.87% |
| | SPA | 52 | 2,863.08 | 4,406.28 | | 1,054.06 | | | | 8,323.42 | 3.13% |
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| | | | | | | | | | | | |
| Subconsultant DL | | | | | | | | | | 0.00 | 0.00% |
| TOTALS | | 2132 | 91,439.88 | 140,725.98 | 0.00 | 33,664.05 | 0.00 | 0.00 | 0.00 | 265,829.92 | 100.00% |

DBE 0.00%

DBE

**COST PLUS A FIXED FEE
BUDGET ESTIMATE SUMMARY**

| | |
|-----------------------|---------------------|
| Labor Costs = | \$232,165.87 |
| Fixed Fee = | \$33,664.05 |
| Vehicle Use* = | \$14,300.00 |
| TOTAL BUDGET = | \$280,129.92 |

*Vehicle Use calculated as follows:

1 year engagement (52 weeks per year x 5 days per week = 260 days)
260 days x \$55 per day = \$14,300

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality
 - a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
 - b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.
2. Customer Service / Communication
 - a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
 - b. Consistent communication with the Project Manager for the City is critical.
 - c. Communication through email is preferred for record keeping purpose.
 - d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
 - e. Electronic files shall be provided to the City upon completion of the design.
 - f. Quantity take-off and calculation sheets shall be provided for construction field inspection.
3. Project Management
 - a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
 - b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
 - c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
 - d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
 - e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
 - f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

SRH Project tasks worked on (FY16-FY17):

General Administration:

- Orientation, visit plant, pump stations
- Arc-map, records room, infrastructure information
- Water Dept. management team meetings (Thursdays)
- Safety committee meeting, safety culture discussions
- staff meeting - Procurement - Emergency & Maintenance contracts
- mtg Steve Rasmussen on responsibilities and capital project justification
- Training
 - Radio, CPR, AED training
 - Survey Equipment Training
 - AWWA Groundwater Seminar - Champaign
 - Council Memos
- Capital Projects and Acquisitions
 - setup project folders and organize for FY 2017
 - Project progress, priority planning, and general needs review meetings with Bob Yehl
 - Microstation CADD standard details - modification / update, coordinate w/ public works
 - Manual of Practice / ordinance research / potential changes
 - service line ownership, water main abandonment requirements
 - IDPH - private systems, services, fire hydrants, Legionella
 - Card Vault, updating various references / plan sets as found
 - Lake Lease Transfers, document assistance, Council memo preparation
 - lake Lease encroachment analysis
 - Hamilton Tank / Distribution System Chlorine issues
 - meetings / site visit
 - check valve replacement discussions
- System Operation Settings
 - Hamilton overflows / system operation settings research / mtgs
 - pressure zone elevations research
- Water Dept. Vision and Goals
 - discussion / meetings / review

Operations:

- Division St. 20" water main break
 - Const. / Repair observation / pictures

Departmental projects:

- CIP - 5yr plan, budget FY18 assistance
 - Project Description sheets, capital cost opinions, mtg superintendents on project goals
 - create Power Point presentation, prepare Council memo
 - create capital sheets, balance Capital projects timing / funding over 10 yrs spreadsheet
 - project descriptions on Capital Projects Status spreadsheet
 - water narrative challenges, water system model / system operations
- Division St - Fire Alarm Notification System
 - Specification Review
- Docks - Lake Bloomington lake lease unpermitted dock Issues
 - Lake lease - boat dock research history in basement mess
 - GIS water layouts of existing unpermitted dock locations
- Downtown Southwest TIF
 - Research existing water main / GIS update / needs assesment
- GIS Water Layers
 - coordination meeting of water mains and valve update and finalizing in GIS and plan set updates to GIS
 - Well distance / GIS mapping email and review
 - K drive organize Elmer Scans, check status of drawings referenced on Card Vault
 - checking water mains / plans and communicating w/ intern / GIS to update / correct
 - GIS / importing points - water valves
- Hudson Water Hammer Pressure issue
 - meetings, site visit
- Interim Water Supply Plan
 - review versions, council power point creation, implementing groundwater source portion of plan
 - mtg Rick Twait on safe yields

K drive & Map room organization

- initialize organization, meetings, and actual organization
- find Washington St plans for Brett / contractor
- organize office manager / billing and collections portions of K drive / projects / operations / administration / library
- organize procurement / lease information / maintenance and repair / GIS information
- instruct new personnel on K drive organization / usage
- railroad permits / filing
- meeting Pam & going over Engineering filing system/helping w/ map room filing / organizing

Lead Service Lines Communication

- website, informational sheets, pamphlets, letters, meeting with Nora, IEPA operational resident reporting changes
- water research foundation recommendations, water quality power point for council
- State Legislature LCR law changes review, implementation assistance
- LSL / water meter change out notice
- hit / broke / resident replaced service letters, hand delivery, resident communication on lead testing results
- create PowerPoint and Council memorandum for water quality presentation
- review final SB 550 lead pipe requirements passed by legislature

Money Creek Hydrocarbon Monitoring (External Leaks) - Enbridge Pipeline Grant

- review existing information, research possible monitoring systems, prepare application answers
- design monitoring location, specify monitoring requirements, field bridge visits, coordination with vendor for budget estimate
- site mtg / coordinate w/ Ameren for electrical service for monitoring
- coordinate w/ McLean County for intergovernmental agreement to allow monitoring equipment on Hwy 14 bridge
- coordinate Structural Design of monitoring equipment
- submit Enbridge grant application, coordinate w/ Enbridge
- meeting prep / grant progress and adaptation / cost sharing meeting w/ Enbridge

Organize basement storage / engineering files / map room

- separate engineering files from billing / distribution
- file Craig and Elmer papers into project folders and admin files
- find project records for Engineering / Public Works project close-outs (Lincoln St - MFT)

Pipeline Road - 24" water main air/vacume relief valve

- review and manage specifications, design and design / build approach
- contractor design meeting

PLC upgrades at WTP

- review project / status / goals

Southwest Well Field

- research previous progress on alternate supply

Sunnyside Park

- Watermain / GIS layout on adjacent watermains on City property

Transmission Mains (Pipeline Road), Pressure Zones, WTP, Pump Stations, Tanks, Reservoirs

- review plans and organize library for treatment and flow operation, understanding current infrastructure
- analyze pressure issues and operation parameters for transmission mains, northeast tank, Hudson, Division St.
- Enterprise Pump Sta, lagoons, Fort Jesse, Hamilton review
- Booster Station, pressure zones review, scan plans to library
- mtg Greg Kallevig on Pipeline Rd history
- mtg Rick Twait on sludge pumps / reclaim water usage

USEPA site visit

- review response letter

Water Service / meter ordinance review

- review for ownership

Water GEMS model of water system

- planning meeting, coordination of needed software
- water looping, pressure zones, general existing city layout information with Brett
- Plan to model pressure issues and operation parameters for transmission mains, northeast tank, Hudson, Division St.
- getting waterGEMS working / integrated with ArcGIS
- communication / obtaining data on unique system operational events
- review pressure zone plans and documents / system operations / operational settings
- Modeling testing / GIS layer updates / importing / coordination / checking plans

Water Supply Agreements

- research / review agreements and ordinances for water rates to bulk customers, scan and organize

Capital Projects Project Management of construction:

Ryan Drive Water Main Replacement

Review plans / specifications

Resident Communication, notification letters

Pre-Construction meeting

Public Meeting

Construction Residency

site visits, quantity layout, coordination with engineering

construction observation, pay estimates, quantities, pictures, documentation

hit service line letters/LSL test coordination/resident communication, chronological listing of events

pressure test observation, leakage issues

phone / email coordination, punch list / closeout

IEPA letter - pilot project LSL results

Field measurements for DOCR

Capital Projects Project Management of Outside consultant projects:

ARC Flash Study

RFP / RFQ review, meetings, pre-proposal mtg and site tour, RFQ addendum

review Patrick Eng proposal scope

AWWA Arch-Flash webinar

Council memo / consultant contract preparation

ARC Flash report presentation meeting attendance / review discussion

BNWRD easement

location / needs discussion / construction plan review

review easements / comments / email

Cloud WMR

review consultant scoped costs

Evergreen Lake & Division St Pump Sta. Conversion

Project scoping mtg w/ CMT

Review of scope and budget fee contract

Electrical and pumping conversion design discussions

Fleetwood WMR

review consultant scoped costs

Infrastructure Master Planning Study

Review previous 1997, 2007 WTP Master Planning Studies

discuss required needs for new study

review RFQ, review / discuss SOQ submittals / review PowerPoint printout

consultant scope review/meetings

Lake Bloomington - Wastewater Facility

review System Facility Plan draft and comments, internal mtg review comments

Farnsworth mtg on review comments and how to proceed

Mtg w/ Steve Rasmussen on plan / how it will need to proceed

Lake Bloomington Water Main Replacement

Review Specifications and Plans, Modify specifications for Bloomington needs

Plan and specification review meetings w/ Brett Lueschen

plan and specification review memo to consultant / scan redlines

mtg / review timing & schedule of project

Oak Street and Stewart Street Water Main Replacement

Review Specifications, Modify specifications for Bloomington needs

specification review memo and general plan comments to consultant

Peirce Avenue Water Main Replacement

Review Specifications and Plans, Modify specifications for Bloomington needs

Plan and specification review meetings w/ Brett Lueschen

plan and specification review memo to consultant / scan redlines

Ranger Sta Improvements

Archiving, create project folders

Raw Water Intake Inspection and Repairs

organize / attend mtg w/ consultant to determine possible benefits and capabilities / deliverables for project

Recarbonation Basin Bypass

mtgs, discussions, research on plant HGL
plan review, site visits, finding bench marks
WTP HGL treatment structures elevations survey
WTP BM elevations survey
WTP claricones and filters surveys
WTP existing 54" location survey and existing recarbonation basins survey
WTP survey new filter building, calculations and conclusion - no survey bust in construction of new plant

SCADA upgrades - StarNet

survey radio antenna heights for connection issues
radio / modem discussions

SCADA Master Plan

RFQ reviews and edits, discussion mtgs
review consultant scope

St. Peter Aquifer Test Wells - Baxter & Woodman, Inc.

Prepare initial letter and summary scope to consultant for contract negotiation
email, phone management, site scoping mtg
consultant scope review / contracting / communication
council memo preparation for consultant design
create Council power point
Hudson Township Water Authority search
consultant contract / P.O. / project management / scheduling / communication / coordination
Initial Justification Report review / comments (multiple submittals) & B&W public mtg power point review
conceptual well siting / existing plant plans coordination / meeting on-site w/ consultant
mtg prep, meetings with Hudson Water Authority, review report / authority suggested changes
mtg notes / Chenoa & Minonk communication/ coordination
review ISWS initial water quality report assumptions for proposed well
existing FAQ review and modification / development / update web-page
Public meeting advertisement / notification / coordination / attendance / meeting notes / typing comments
public comment - earthquake potential damage well research / response letter
domestic well analysis coordination / GIS layout , phone, email
review Hudson Water Authority ordinance
review B&W project manual / drawings / specifications
construction bidding coordination, pre-bid meeting, meeting notes, addendum write-up
IEPA drill only permitting / phone/email/mail
Bid opening/mtg/email/phone/Council Memo/PPT
Hudson Township Water Authority / prepare & submit formal test well notificaiton letter
Layne Christensen Notice of Award letter
Construction Contracts / insurance coordination / purchase order

Szarek WMR

review consultant scoped costs

WTP - Filter Expansion

project management - RFQ scoping w/ Rick Twait
write RFQ, review budget, mtg w/ RDY, not enough budget, plan changes
mtgs on WTP old plant needs and projected total plant capacity needs
process flow review
Master Planning Study review, planning for future

Plan, Specification, and Easement reviews:

2207 Towand Barnes - First Church of Nazarene

Email request for water tap fees / review/admin

Bunn / Hamilton Main sizing

Research existing , mtg & discussion on future needs, sizing 12" per half mile

Carriage Crossing Senior Living - Farnsworth

Review site water main plans

DESTHIL Development - water transition main easement

Review and redline /create easement language, coordinate w/ project surveyors

Greenbriar Dr Utilities - Farnsworth
Plan reviews, multiple submittals, email, phone, review comments
review updated plans, Addendum 1, phone/email for construction coordination

Greenbriar Dr & Hershey Rd - Farnsworth
plan review & Comments

Hilltop Mobile Home - private system pressure issues
existing public mains around sub., plan request
review plans, email, review comments completion (multiple submittals)
mtg @ community development

Law and Justice Center
plan review, meetings

Linden Street Bridge - Farnsworth - water main relocate
Review and email comments on plans and specifications
BNWRD easement meeting, email easement requirements
easement review / modifications / multiple

Morrissey Crossing - water service / main issues
ownership discussions/layouts/easements, service and main issues

Pilot / Flying J - Market & Brown St
Existing plans for LYB

Subdivision Punchlists - Public Works (7 subdivisions)
review / coordination / email
water punchlist comments

Taylor Corporation - Hardman Drive
Review / research existing water mains / site / sub
mtg / review notes

Towanda Barns / Ireland Grove Intersection
existing public mains, plan request
design plan review

Vale Community Church - water annexation fees
Review / research existing water mains / site / sub in Ireland Grove Road
create cost opinions for 8" and 16" water main

SRH Project tasks worked on (FY18):

General Administration:

- Water Dept. management team meetings (Thursdays)
- Training
 - Legislative software training for council memos
- Capital Projects and Acquisitions
 - setup project folders and organize for FY 2018
- Card Vault, updating various references / plan sets as found
- System Operation Settings
 - System operation pump and tank settings research / mtgs
 - pressure zone valve vaults and closed valves memorandum and field condition check verification
- Water Dept. Vision and Goals
 - discussion / meetings / review
 - dept. policy meeting, utility usability of abandoned mains quest. / water rate cap / ROW abandonment consideration

Operations:

- JULIE & leaks
 - help crew find plans as needed
- Lead Information Notice - review for compliance with SB550
 - meeting info reviews & mtg with crew for distribution
- OSHA probably site visit mtg
- Wells- private in city, spreadsheet / mtg / GIS layout w/ intern

Departmental projects:

- Docks - Lake Bloomington lake lease unpermitted dock Issues
 - GIS water layouts of existing unpermitted dock locations
- GIS Water Layers
 - checking water mains / plans and communicating w/ intern / GIS to update / correct
 - water layer mtg on project status and future plans
 - supervising intern (Bradley) on GIS plan reading / work progress/ review work
 - mtg RJ, intern's professor to review work progress / product
- K drive & Map room organization
 - instruct new personnel on K drive organization / usage
- Money Creek Hydrocarbon Monitoring (External Leaks) - Enbridge Pipeline Grant
 - coordinate w/ Enbridge R&D on other technology options
- Organize basement storage / engineering files / map room
 - file Craig and Elmer papers into project folders and admin files
- Water GEMS model of water system
 - Model pressure issues and operation parameters for transmission mains, northeast tank, Hudson, Division St.
 - communication / obtaining data on unique system operational events
 - review pressure zone plans and documents / system operations / operational settings
 - Modeling testing / GIS layer updates / importing / coordination / checking plans
 - planning hydrant test locations / Water GIS layer fire testing layout map
 - meter data demands / needed SCADA info spreadsheet planning coordination w/ hydrant testing
 - splits / joins in WateGEMS / install yr / zones
 - pump stations / high service / tanks
 - customer diurnal curve discussions, demands

Capital Projects Project Management of construction:

- St. Peter Aquifer Test Wells - Baxter & Woodman, Inc.
 - Project management/phone/email
 - Pre-construction meeting, field mark proposed wells
 - review mtg notes
 - site-visits / construction observation
 - Pay Est. / pay request reviews

Capital Projects Project Management of Outside consultant projects:

- ARC Flash Study
- BNWRD easement
 - courthouse research visits on existing BNWRD ordinance, 1929
 - City Council proceedings research on multiple BNWRD easements
- Cloud WMR
- Evergreen Lake & Division St Pump Sta. Conversion
- Fleetwood WMR
- Infrastructure Master Planning Study
 - kickoff meeting
 - planning schedule for getting calibrated water model to CDM Smith
 - water demand forecasting meetings
 - review meeting notes
- Lake Bloomington - Wastewater Facility
- Lake Bloomington Water Main Replacement
- Oak Street and Stewart Street Water Main Replacement
- Pipeline Rd - Division E
 - preliminary scoping meeting w/ Farnsworth
 - preliminary scope review / mtg on scope review
 - prelimin scope response
- Peirce Avenue Water Main Replacement
- Recarbonation Basin Bypass
- SCADA Master Plan
- St. Peter Aquifer Test Wells - Baxter & Woodman, Inc.
 - IEPA drill only permitting / phone/email/mail
 - Project management/phone/email
 - ISWS - notification of intent to drill submittal
 - resident coordination, private well assessment letters, email, phone
 - Hudson Water Authority permit - 2 mi. surrounding landowners
- Szarek WMR

Plan, Specification, and Easement reviews:

- 2407 Morris water main extension
 - Email / phone w/ Greg Kallevig about existing plan review / water supply option / (well failed)
 - review / mtgs on council ordinances / annexation agreements
 - review options and department response to well variance request
 - create capital cost opinion for 8", 200 LF main
- Greenbriar Dr & Hershey Rd - Farnsworth
 - email/discuss pre-construction meeting w/ Brett
 - Construction site visit, check sewer / water main crossing
- Hilltop Mobile Home - private system pressure issues
 - phone/email / plan changes
- Linden Street Bridge - Farnsworth - water main relocate
 - construction JULIE / plan locate / finding main in field issues
- Pilot / Flying J - Market & Brown St
- Subdivision Punchlists - Public Works (X subdivisions)
- Towanda Barns / Ireland Grove Intersection
- Vale Community Church - water annexation fees



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of adoption of an ordinance amending Chapter 29 of the City Code regarding abandoned bicycles.

RECOMMENDATION/MOTION: Adopt an ordinance Amending the City Code regarding the process for disposing of abandoned bicycles and authorizing the City Mayor and City Clerk to execute the ordinance.

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

STRATEGIC PLAN SIGNIFICANCE: Objective D, City services delivered in a most cost-effective, efficient manner.

BACKGROUND: From time-to-time, bicycles are abandoned within the City at different locations. In an effort to establish a process for removing abandoned bicycles, the Legal Department drafted an ordinance establishing certain notice requirements and removal procedures. This change to the City Code will help give notice before a bicycle is removed and authorizes the Police Chief to dispose of said bicycles.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: *(If applicable)*

Link to Comprehensive Plan/Downtown Plan Goals: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *(If applicable)*

Respectfully submitted for Council consideration.

Prepared by: Gregory E. Moredock, Sorling Northrup

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance Amending Chapter 29 Bicycles

ORDINANCE NO. 2017-

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 29 BICYCLES

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

SECTION 1. That Bloomington City Code Chapter 29 is hereby amended by amending Section 94 to read as follows (added; ~~deleted~~):

Chapter 29 : Section 94 : Bicycles.

(a) Every bicycle when in use at night time shall be equipped with at least one lighted lamp showing a white light or a light of a yellow or amber tint visible at least 200 feet in the direction toward which such bicycle is proceeding and with a reflector on the rear of a type which shall be visible from all distances from 50 feet to 300 feet to the rear when directly in front of lawful upper beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in lieu of the reflector.

(b) Every bicycle shall be equipped with an adequate brake.

(c) It shall be unlawful for any person to abandon any bicycle on any public way within the City. A bicycle shall be deemed abandoned if it:

(1) is in such a state of disrepair as to be incapable of being operated in its present condition, or

(2) has not been moved or used in more than seven days and bears physical indicia of having been deserted.

(d) Any bicycle deemed abandoned pursuant to subsection (c) of this section may have a notice affixed to it which informs the bicycle's owner that the bicycle appears to be abandoned. The Chief of Police, or his or her designees, is authorized to affix such notices upon bicycles. This notice shall indicate:

(1) a telephone number for the owner to call to inform the City that the bicycle is not abandoned; and,

(2) the date after which the bicycle may be removed if it is not claimed by its owner. A bicycle shall not be deemed abandoned if the owner of the bicycle, within seven days of the affixing of a notice of abandonment, notifies the City, via the telephone number on the notice, that the bicycle is not abandoned.

(e) If a bicycle is not relocated or claimed by its owner within seven days of the affixing of the notice of abandonment, that bicycle may be removed, by cutting any necessary chains or locks, and disposed of by the Chief of Police or his or her designees.

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

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this ___ day of _____, 2017.

APPROVED this _____ day of _____, 2017.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of a Resolution Authorizing the Renewal of a Joint Agreement with the Town of Normal and the Ecology Action Center for an Energy Efficiency Program.

RECOMMENDATION/MOTION: That a Resolution Authorizing the Renewal of a Joint Agreement with the Town of Normal and the Ecology Action Center for an Energy Efficiency Program be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 4. Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City;

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery; Objective 4e. Strong partnership with residents and neighborhood associations; Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods; Objective 5b. City decisions consistent with plans and policies; Objective 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans;

BACKGROUND: In 2014, the City entered into an intergovernmental agreement with the Town of Normal and the Ecology Action Center on a program to promote energy efficiency and associated education. Illinois municipalities with electric aggregation programs are required to adopt a Plan of Operation and Governance prior to entering into aggregation agreements with alternative energy suppliers. The City’s Plan of Governance, approved by the Council in 2014, included a mandated Energy Efficiency Initiative offering energy conservation education to residents and small businesses. Normal adopted a similar Plan of Operation and Governance in 2012. The City and Town entered into an agreement with the Ecology Action Center (EAC) in 2014 for a joint energy conservation education program which would meet the objectives outlined in the Plans of Governance. Municipalities are allowed to assess a small fee to aggregation customers to fund energy conservation programs and their administration. As seen on the attached memo from April 11, 2016, the City used funds from the Facilities Maintenance – Other Purchased Services (10015480-70690) account for FY 2017 and FY 2018. Stakeholders can locate this in the FY 2018 Adopted Budget Book titled “Adopted General Fund Budget” on page 332.

The EAC has proposed renewing the agreement for a two year period to run from May 1, 2018 through April 30, 2020 with an automatic renewal provision for a cost of living fee increase after April 2019 equal to the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area (CPI-U).

The FY 2016 and FY 2017 program support is shared with Normal contributing \$28,264 (42%) and Bloomington contributing \$39,031 (58%) for a total program cost of \$67,295 per year for two years, which equals \$134,590. As detailed in the attached proposal, the program continues the development of educational programming and outreach. The EAC will also advance current programs to assist citizens and eligible small businesses on energy efficient solutions.

Through this Energy Efficiency Program, the Ecology Action Center provides resources to local residents to encourage increased energy conservation and energy efficiency. Low-cost home energy audits are provided, identifying and prioritizing strategies by which residents can save money on utility bills; examples include usage of more energy-efficient technology (programmable thermostats, LED lighting, high-efficiency furnaces and air conditioners), increasing weatherization (air-sealing, insulation), energy-reducing water conservation (low-flow faucet aerators and shower heads) and behavior change (raising/lowering thermostat settings and lowering water heater temperatures). An in-depth analysis of current utility bills helps provide insight into existing inefficiencies within HVAC systems and other equipment, as well as impacts of occupancy behavior and equipment use.

Low cost energy audits are also offered to small businesses enrolled in municipal electricity aggregation programs. Similar strategies can also benefit this sector, with an added range of equipment and behaviors investigated, including computer networks and commercial food preparation equipment, and use of lighting controls and locking thermostat covers. In addition, installation of renewable energy generation technologies and potential savings is also included in appropriate situations.

Further, the EAC offers educational resources on ways to save energy at home or work, as well as service provider listings and financial incentives, are provided through a content-rich website, consultations with EAC energy staff, information tables at community events, and educational presentations. Usage of both traditional media and social media, as well as leveraging existing community partnerships for outreach allows for high visibility of the program and broad dissemination of information and service.

Upon approval by the City of Bloomington, Bloomington's contribution will be \$40,648 (58%) in FY 2019 and \$41,867.44 for FY 2020. The Town of Normal Board of Trustees approved the agreement at their meeting on December 4, 2017 and will contribute \$29,435 (42%) commencing May 1, 2018 and \$30,318.05 (42%) commencing May 1, 2019.

The total program cost is \$70,083 in FY 2019 and \$72,185.49 (58%) in FY 2020. This reflects an increase of 5.7% over the current program agreement; however, the Ecology Action Center administered the program for two years with no fee increase. The April 1, 2016 through March 31, 2018 program retained a consistent program cost for the duration of the agreement.

Staff recommends Council approve the renewal of the Energy Efficiency Program with the Ecology Action Center and Town of Normal for an additional two-year period.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Ecology Action Center is requesting that the City pay a total of \$82,515.44 for the Energy Efficiency Program. \$42,000 is budgeted in the proposed FY 2019 Facilities-Other Purchased Services account (10015480-70690) for this item. The Agreement has a potential 3% increase for FY 2020, which equates to \$41,867.44. For the proposed FY 2020 funding, staff will budget accordingly in the drafting of the proposed FY 2020 budget.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals:

N-3. Improve communication between the City, the citizens and the neighborhood organizations to foster teamwork and community spirit

NE-1 Protect and conserve the community's vital natural resources

NE-3 Reduce environmental pollutants

NE-4 Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues

PS-4 Intergovernmental Cooperation

UEW 2- Promote and facilitate energy conservation and alternate energy generation and resources

UEW-3 Education and increase public awareness regarding utility, energy and water issues

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steven A. Rasmussen
Interim City Manager

Attachments:

- PW 3B RESOLUTION Energy Efficiency Program Agreement 12112017
- PW 3C RESOLUTION EXHIBIT A Energy Efficiency Program Agreement 12112017

- PW 3D LETTER FROM EAC Energy Efficiency Program Agreement 12112017
- PW 3E 2016 COUNCIL MEMO Energy Efficiency Program Agreement 12112017

RESOLUTION NO. 2017 - _

**A RESOLUTION AUTHORIZING THE RENEWAL OF
A JOINT AGREEMENT WITH THE TOWN OF NORMAL AND
THE ECOLOGY ACTION CENTER FOR AN ENERGY EFFICIENCY PROGRAM**

WHEREAS, the City of Bloomington is a Home Rule Unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City of Bloomington is dedicated to the incorporation of “Green Sustainable” concepts into City’s development and plans; and

WHEREAS, the City of Bloomington, the Town of Normal, and the Ecology Action Center desire to establish a framework for the continuing administration and implementation of the Bloomington-Normal Energy Efficiency Program to include energy efficiency and conservation education and outreach for the Town of Normal and City of Bloomington and to assist the municipalities in meeting the requirements of the Illinois Power Agency Act; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Bloomington to enter into an Energy Efficiency Program Agreement with the City of Town of Normal and the Ecology Action Center;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Bloomington, Illinois:

That the Energy Efficiency Program Agreement, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

PASSED this ____ day of December, 2017.

APPROVED this ____ day of December, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

EXHIBIT A
AGREEMENT

EXHIBIT A

ENERGY EFFICIENCY PROGRAM AGREEMENT

This agreement is entered into as of this 11th day of December, 2017, by and between the City of Bloomington and Town of Normal, (hereinafter referred to as the “City” and “Town”) and the Ecology Action Center (hereinafter referred to as the “Center”).

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the Bloomington-Normal Energy Efficiency Program, hereafter referred to as the “Program”, to include energy efficiency and conservation education and outreach for the City and Town and assist the City and Town in meeting the requirements of the Illinois Power Agency Act, which requires municipalities participating in municipal electricity aggregation to provide energy efficiency services.

B. Period of Agreement:

The period of this agreement is two (2) years, commencing May 1, 2018 and ending April 30, 2020. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City and Town

The City and Town shall:

- a. provide program guidance and oversight
- b. provide funding for the project in accordance with item “D” of this agreement.

2. Center

The Center shall:

- a. provide a Community Energy Coordinator
- b. provide energy efficiency education, outreach, and technical services to the City and Town as outlined in Appendix A; and
- c. complete the following reporting requirements: 1) quarterly progress reports to Bloomington and Normal, 2) annual progress reports to Bloomington and Normal.

D. Project Costs:

1. Annual payments of \$40,648 and \$29,435 shall be made by the City and the Town respectively by June 1st, pending receipt of an invoice from the Center by May 15th.
2. An annual cost of living increase will be added to the annual fees after April 2019 equal to lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics. This increase will be applicable to the subsequent annual payment from each entity.

- 3. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City and Town. Either party may terminate the agreement with sixty (60) days written notice to the other party.
- E. The Center shall save and hold the City and Town (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance by Center of the terms of this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

| | |
|------------------------------|---------------|
| _____ City of Bloomington | _____ Date |
|------------------------------|---------------|

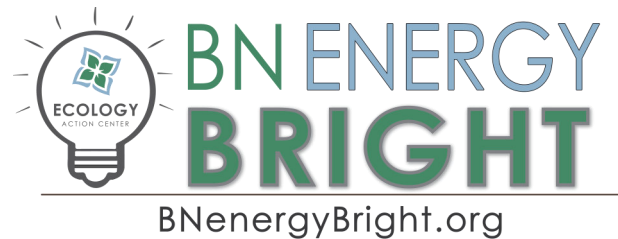
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| _____ Town of Normal | _____ Date |
|-------------------------|---------------|

| | |
|--------------------------------|---------------|
| _____ Ecology Action Center | _____ Date |
|--------------------------------|---------------|

MEMO

To: Jim, Karch, City of Bloomington & Pamela Reece, Town of Normal
From: Michael Brown
Date: November 17, 2017
Subject: Renewal of Bloomington-Normal Energy Efficiency Program Agreement

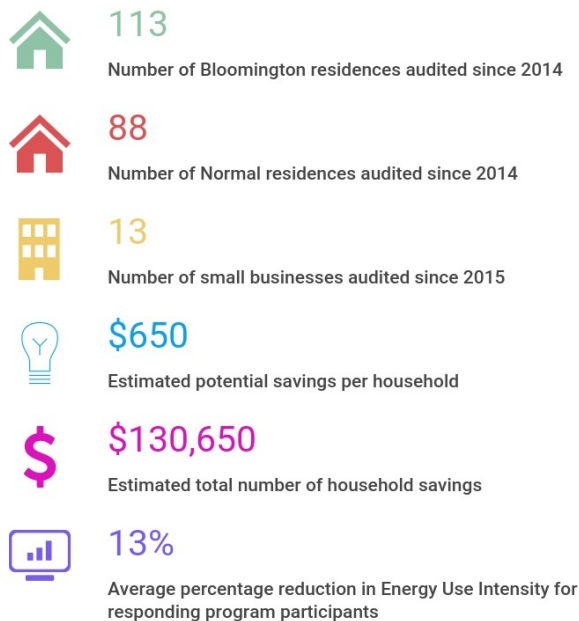
Please find attached a draft agreement for renewal of the existing Bloomington-Normal Energy Efficiency program provided by the Ecology Action Center (EAC) on behalf of the City of Bloomington and Town of Normal. The EAC created the program in 2014 at the request of the two cities in order to meet needs for energy efficiency services per the municipal electricity aggregation plans of operation and governance.



Through BN Energy Bright, the Ecology Action Center provides resources to local residents to encourage increased energy conservation and energy efficiency. Low-cost home energy audits are provided, identifying and prioritizing strategies by which residents can save money on utility bills; examples include usage of more energy-efficient

technology (programmable thermostats, LED lighting, high-efficiency furnaces and air conditioners), increasing weatherization (air-sealing, insulation), energy-reducing water conservation (low-flow faucet aerators and shower heads) and behavior change (raising/lowering thermostat settings and lowering water heater temperatures). An in-depth analysis of current utility bills helps provide insight into existing inefficiencies within HVAC systems and other equipment, as well as impacts of occupancy behavior and equipment use.

The program also offers low-cost energy audits to small businesses enrolled in municipal electricity aggregation programs. Similar strategies can also benefit this sector, with an added range of equipment and behaviors investigated, including computer networks and commercial food preparation equipment, and use of lighting controls and locking thermostat covers. In addition, installation of renewable energy generation technologies and potential savings is also included in appropriate situations.



The Ecology Action Center provides educational resources on ways to save energy at home or work, as well as service provider listings and financial incentives through a content-rich website, consultations with EAC energy staff, information tables at community events, and educational presentations. Usage of both traditional media and social media, as well as leveraging existing community partnerships for outreach allows for high visibility of the program and broad dissemination of information and service.

The success of BN Energy Bright has positioned the Ecology Action Center as an informed energy resource for Bloomington-Normal and surrounding communities. Through the program the EAC was able to leverage new partnerships to expand services to the community.

In 2016, The EAC partnered with the Midwest Renewable Energy Association and offered McLean County a bulk-solar purchasing program with free educational presentations, to expand solar literacy and solar power in the community. Solar Bloomington-Normal resulted in over 430kw of new solar installations. With Illinois' new energy legislation, there is a high potential to repeat this successful initiative.

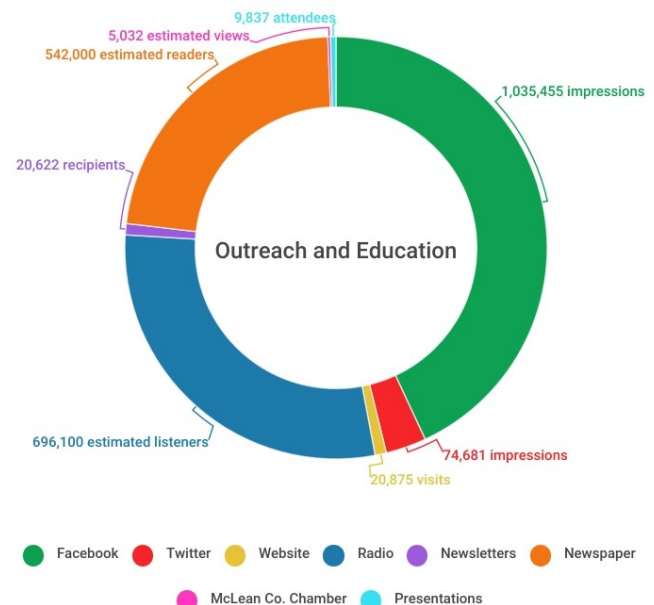
More recently, the Illinois Green Economy Network sought out the EAC as a new host for the Midwest Energy Efficiency Alliance's Illinois Home Performance Equipment Loan Program. The Equipment Loan Program assists eligible home performance professionals to hone and enhance their skills by making energy evaluation equipment available to them to use no charge. Typically, through IGEN, the equipment for the program is housed at participating Illinois community colleges, but due to the EAC's existing efficiency program and dedicated staff, IGEN partnered with the EAC when one of the energy kits needed a new host site.

In order to use the equipment for the BN Energy Bright program audits, the program coordinator received training at no cost to the EAC, and is now a certified Diagnostic Energy Tester.

The EAC staff provides assistance as needed to the municipalities in relationship to energy efficiency and renewable energy initiatives. This activity includes, but is not limited to, assisting the City of Bloomington with their 2017 Bloomberg Mayors Challenge and connecting the Town of Normal to energy services providers.

The BN Energy Bright program also helps Bloomington and Normal in meeting objectives identified in recent comprehensive plans developed by the McLean County Regional Planning Commission. Objective NE-3.1 in the *Bloomington 2015 Comprehensive Plan* is to "Identify and reduce air pollutants". The *2017 Town of Normal Comprehensive Plan 2040 Strategy HS2.1* is similar, "Reduce Greenhouse Gas Emissions and Improve Air Quality." Per the Ecology Action Center's *2014 Bloomington-Normal Greenhouse Gas Emissions Inventory*, 77.7% of local emissions measured in that study are from stationary energy usage—this means largely electricity and natural gas usage for heating, cooling, and powering our homes and businesses. This energy usage is the target of the BN Energy Bright program energy audits; in addition, efforts like Solar Bloomington-Normal can help further reduce air quality emissions through development of local, decentralized clean and renewable energy production.

Outreach and Education



APPENDIX A

2018 Energy Efficiency Education and Outreach Program: BN Energy Bright

Since 2014 the Ecology Action Center has offered Bloomington and Normal residents a community energy efficiency program to encourage increased energy efficiency and energy conservation. The program targets the approximately 27,995 Bloomington-Normal households and 1,786 small businesses enrolled in municipal electricity aggregation. Ultimately, this program not only helps residents reduce energy consumption, save energy, and reduce air pollution, but also allows Bloomington and Normal to meet Illinois Municipal Electricity Aggregation program requirements to provide for an energy efficiency program.

Services provided by the Ecology Action Center under this program include:

- **Community Energy Coordinator:** This $\frac{3}{4}$ FTE staff position (or equivalent among multiple part-time staff) acts as a centralized resource coordinator on energy issues for the community, networking with contractors, social service agencies, and government agencies.
- **BNenergyBright.org:** Ongoing updates of a resource-rich website with sections ranging from home weatherization, energy efficient lighting and appliances, financial incentives, and many other energy efficient devices and strategies.
- **Home and Small Business Energy Assessment:** The energy coordinator conducts on-site assessments for Bloomington and Normal residents. A nominal fee is charged to help offset costs of materials and demonstrate an investment in the strategies on the part of the home-owner.
- **Education programs:** presentations and workshops to community groups, classrooms, or workplaces on strategies to reduce electricity usage. Use existing “energy bike” or other resources to convey concepts of energy efficiency.
- **Outreach:** Information booths at community events promoting the services of the program.
- **Promotion:** Elevation of visibility of program services and energy strategies through traditional media (radio and print advertisements) and social media.

- **Flexibility:** Program content and focus will evolve over time to best address community needs and priorities as identified through collaboration with other community partners involved in energy issues.

Program Budget

Funding for the program is proportional to the number of households and businesses enrolled in municipal electricity aggregation in each municipality.

| aggregation customer type | quantity* | percentage |
|----------------------------------|------------------|-------------------|
| Normal residential | 11,762 | 39.5% |
| Normal commercial | 745 | 2.5% |
| Normal total | 12,507 | 42.0% |
| Bloomington residential | 16,230 | 54.5% |
| Bloomington commercial | 1,041 | 3.5% |
| Bloomington total | 17,271 | 58.0% |
| Bloomington-Normal total | 29,778 | 100.0% |

**2014 Aggregation enrollment data*

| REVENUE item | amount |
|---------------------------------------|-----------------|
| annual payment from Normal (42%) | \$29,435 |
| annual payment from Bloomington (58%) | \$40,648 |
| total | \$70,083 |

| EXPENSE item | amount |
|--------------------------|-----------------|
| payroll & payroll taxes | \$38,673 |
| advertising and printing | \$16,000 |
| energy auditing supplies | \$5,000 |
| transportation | \$2,000 |
| administrative overhead | \$8,410 |
| total | \$70,083 |



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: April 11, 2016

SUBJECT: Consideration of approving a two year Agreement with the Ecology Action Center (EAC) for Energy Efficiency Programing.

RECOMMENDATION/MOTION: That the Agreement with the Ecology Action Center (EAC) for Energy Efficiency Programs in the amount of \$39,031 annually for two (2) years be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK:

1. Financially Sound City Providing Quality Basic Services
5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

- 1.e. Partnering with others for the most cost-effective service delivery
- 5.c. Incorporation of “Green Sustainable” concepts into City’s development and plans

BACKGROUND:

Since 2014, the EAC has provided both Bloomington and Normal residents with energy efficiency programing, in hopes to encourage increased energy and energy conservation. The target group of this program is the approximately 27,995 Bloomington-Normal households along with the 1,786 small businesses located in the community. The current agreement between the City and the EAC ended on March 31, 2016.



Not only does this program help residents reduce energy consumption, but it allows allows both Bloomington and Normal to meet Illinois Municipal Electricity Aggregation programing requirement outlined in the Illinois Power Agency Act. This agreement is cost saving to the City, because if no intergovernmental agreement existed, the City would still be required, by State law, to deliver certain educational and energy efficiency programing to residents.

The services provided by the EAC under this agreement are as follows:

- Providing additional staff resources to coordinate contractors, social service agencies, and government agencies
- BNenergyBright.org – A resource-rich website listing energy information
- Home and small business energy assessments- sending trained staff to sites

- In 2015, the EAC conducted 61 home audits, with an estimated savings of \$400 per household, and also completed five business audits, four of which were located in the City.
- Educational programing
- Promotion and outreach at various community events

The cost breakdown of this agreement between the City, the Town of Normal, and the EAC is proportional to the number of households and business enrolled in the municipal electricity aggregation in each municipality (data taken from the 2014 Aggregation Enrollment). The City would pay the cost of \$39,031 annually for two (2) years which comes out to be approximately 58% of the total cost. The Town of Normal would pay the remaining portion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The EAC and multiple stake holders have been included in these discussions. The attached final report was submitted by the EAC.

FINANCIAL IMPACT: Funds are included in the FY 2017 Proposed Budget under Facilities Maintenance - Other Purchased Services (10015480-70690) for the first year of the contract. The second year will be proposed in the FY 2018 budget. Stakeholders can locate this in the FY 2017 Proposed Budget Book titled “Budget Overview & General Fund” on page 323.

Respectfully submitted for Council consideration.

Prepared by: Austin Aldag, Miscellaneous Technician, Public Works

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- 2016 Energy Efficiency Program Agreement
- 2015 Annual Energy Efficiency Report

Motion: That the Agreement with the Ecology Action Center (EAC) for Energy Efficiency Programs in the amount of \$39,031 annually for two (2) years be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

ENERGY EFFICIENCY PROGRAM AGREEMENT

This agreement is entered into as of this 25th day of April, 2016, by and between the City of Bloomington and Town of Normal, (hereinafter referred to as the "City" and "Town") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the Bloomington-Normal Energy Efficiency Program, hereafter referred to as the "Program", to include energy efficiency and conservation education and outreach for the City and Town and assist the City and Town in meeting the requirements of the Illinois Power Agency Act, which requires municipalities participating in municipal electricity aggregation to provide energy efficiency services.

B. Period of Agreement:

The period of this agreement is two (2) years, commencing May 1, 2016 and ending April 30, 2018. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City and Town

The City and Town shall:

- a. provide program guidance and oversight
- b. provide funding for the project in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide a Community Energy Coordinator
- b. provide energy efficiency education, outreach, and technical services to the City and Town as outlined in Appendix A; and
- c. complete the following reporting requirements: 1) quarterly progress reports to Bloomington and Normal, 2) annual progress reports to Bloomington and Normal.

D. Project Costs:

1. Annual payments of \$39,031 and \$28,264 shall be made by the City and the Town respectively by June 1st, pending receipt of an invoice from the Center by May 15th.
2. An annual cost of living increase will be added to the annual fees after April 2017 equal to lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

APPENDIX A

2016 Energy Efficiency Education and Outreach Program: BN Energy Bright

Since 2014 the Ecology Action Center has offered Bloomington and Normal residents a community energy efficiency program to encourage increased energy efficiency and energy conservation. The program targets the approximately 27,995 Bloomington-Normal households and 1,786 small businesses enrolled in municipal electricity aggregation. Ultimately, this program not only helps residents reduce energy consumption, save energy, and reduce air pollution, but also allows Bloomington and Normal to meet Illinois Municipal Electricity Aggregation program requirements to provide for an energy efficiency program.

Services provided by the Ecology Action Center under this program include:

- **Community Energy Coordinator:** This $\frac{3}{4}$ FTE staff position (or equivalent among multiple part-time staff) acts as a centralized resource coordinator on energy issues for the community, networking with contractors, social service agencies, and government agencies.
- **BNenergyBright.org:** Ongoing updates of a resource-rich website with sections ranging from home weatherization, energy efficient lighting and appliances, financial incentives, and many other energy efficient devices and strategies.
- **Home and Small Business Energy Assessment:** The energy coordinator conducts on-site assessments for Bloomington and Normal residents. A nominal fee is charged to help offset costs of materials and demonstrate an investment in the strategies on the part of the home-owner.
- **Education programs:** presentations and workshops to community groups, classrooms, or workplaces on strategies to reduce electricity usage. Use existing “energy bike” or other resources to convey concepts of energy efficiency.
- **Outreach:** Information booths at community events promoting the services of the program.
- **Promotion:** Elevation of visibility of program services and energy strategies through traditional media (radio and print advertisements) and social media.

- **Flexibility:** Program content and focus will evolve over time to best address community needs and priorities as identified through collaboration with other community partners involved in energy issues.

Program Budget

Funding for the program is directly proportional to the number of households and businesses enrolled in municipal electricity aggregation in each municipality.

| aggregation customer type | quantity* | percentage |
|----------------------------------|------------------|-------------------|
| Normal residential | 11,762 | 39.5% |
| Normal commercial | 745 | 2.5% |
| Normal total | 12,507 | 42.0% |
| Bloomington residential | 16,230 | 54.5% |
| Bloomington commercial | 1,041 | 3.5% |
| Bloomington total | 17,271 | 58.0% |
| Bloomington-Normal total | 29,778 | 100.0% |

**2014 Aggregation enrollment data*

| REVENUE item | amount |
|---------------------------------------|-----------------|
| annual payment from Normal (42%) | \$28,264 |
| annual payment from Bloomington (58%) | \$39,031 |
| total | \$67,295 |

| EXPENSE item | amount |
|--------------------------|-----------------|
| payroll & payroll taxes | \$37,085 |
| advertising and printing | \$16,000 |
| energy auditing supplies | \$5,000 |
| transportation | \$2,000 |
| administrative overhead | \$7,210 |
| total | \$67,295 |



energy efficiency program activity reports and contract renewal

Michael Brown <mbrown@ecologyactioncenter.org>

Tue, Feb 2, 2016 at 12:31 PM

To: Pam Reece <preece@normal.org>, Steve Rasmussen <srasmussen@cityblm.org>

Good afternoon,

Please find attached two reports regarding energy efficiency activities performed by the EAC on behalf of the City of Bloomington and Town of Normal in relationship to your respective municipal electricity aggregation programs. These reports include activities during the fourth quarter of 2015 and a summary of the full calendar year 2015. This program was initiated in 2014 to meet municipal electricity aggregation plan of operation and governance requirements for energy efficiency services.

In addition, please find attached a draft agreement for renewal of the energy efficiency program as the current agreement ends on March 31, 2016. There are no substantive changes in this proposal from the existing agreement. Please let me know your thoughts on this renewal proposal and if you would like to meet to discuss it. Please keep in mind this is a separate proposal from the BNCESP (Bloomington-Normal Community Energy Strategic Plan) proposal I submitted recently.

Thanks,

Michael

Michael Brown
Executive Director
Ecology Action Center
mbrown@ecologyactioncenter.org
ecologyactioncenter.org
309-454-3169 x.11



3 attachments

2015 Annual Energy Report.pdf
738K

2015 4Q Energy Report.pdf
565K

2016 Energy Efficiency Education Program Renewal.pdf
921K

ENERGY EFFICIENCY PROGRAM 2015 ANNUAL REPORT



ECOLOGY ACTION CENTER

THE ECOLOGY ACTION CENTER HAS COMPLETED THE FOLLOWING ITEMS DURING CALENDAR YEAR 2015 IN FULFILLMENT OF THE ENERGY EFFICIENCY PROGRAM AGREEMENT OF APRIL 1, 2014.

ENERGY ASSESSMENTS

During 2015, EAC energy staff worked to continue increasing exposure of the Home Energy Assessment Program and worked to develop and market a new Small Business Energy Assessment Program.

- Home Energy Assessment Program:
 - Contacted 80 new residents for home energy audits
 - Completed 61 home energy audits – 31 in Bloomington, 30 in Normal – with an estimated savings of over \$400 per household
- Small Business Energy Assessment Program:
 - Contacted 150 businesses enrolled in the municipal aggregation program, followed up on thirteen positive responses
 - Completed five business energy audits
 - Epiphany Farms/Anju Above
 - YWCA McLean County
 - Normal Public Library
 - Senator Bill Brady/Brady Realty
 - Montessori Children’s Centre



Normal Public Library



Epiphany Farms/Anju Above

- Expanded and streamlined administrative system
 - Expanded online registration to business program
 - Instituted online tracking of 108 past and present clients
- Broadened the menu to 24 energy cost reduction measures considered during site audits
 - Interior and exterior lighting: two measures
 - Envelope (roof, walls, windows and doors): seven measures
 - HVAC: six measures
 - Water heating: five measures
 - Plug loads: two measures
- Trained staff on home and business audit procedures, savings measures, and report writing
 - Refined assessment report to include priority and maintenance measures
 - Every measure includes some Do-It-Yourself opportunity, potential savings and cost implementation information



Checking door seal and threshold.



Checking attic insulation levels.

ENERGY EDUCATION AND OUTREACH

During 2015, the Energy Program built on its previous successes by capitalizing on proven communication modes while expanding to different traditional and electronic platforms to take advantage of social media’s increasingly important role in outreach, education, and advertising. The two main priorities this year were gaining public exposure for the Energy Assessment Programs and building networks for outreach and education opportunities.

- Energy Assessment Program and energy audit promotion:
 - Four advertising campaigns on Facebook, resulting in 220,706 impressions of energy efficiency messages by local residents.
 - Two email *Pantagraph* “E-Blasts,” reaching 40,000 readers
 - *Pantagraph* newspaper advertisement, reaching 25,000 readers

- To boost exposure, the energy program offered a discount during the early winter, resulting in tripled contacts and completed assessments:
 - WJBC and B104 radio underwriting spots, reaching 56,400 listeners
 - Online *Pantagraph* advertisement, reaching 50,000 online subscribers
 - Two sets of WGLT radio underwriting spots, reaching 30,000 listeners
 - *Pantagraph* “E-Blast,” reaching 20,000 readers
- Initiated mass-transit vehicle advertising, reaching hundreds of thousands of McLean County viewers over a two-month period
- Contacted 70 community organizations to offer presentations on the Energy Assessment Program, energy efficiency, and do-it-yourself energy audits; received positive responses resulting in presentations booked for 2016.
- Interviewed Ameren ActOnEnergy and CornBelt Energy personnel to learn their energy conservation and efficiency programs, rebates, and other resources. Disseminated information in newsletter article and BNenergyBright.org website.
- Began collaborating with Mid-Central Community Action with plans to provide energy conservation and efficiency education and home energy audits to MCCA clients.
- Ongoing updates of BNenergyBright.org website with relevant and current energy efficiency information.
- Promoted energy efficiency through three WGLT and two WJBC underwriting spots, reaching approximately 85,200 listeners.
- Received 28,493 impressions on the EAC Facebook page in response to 30 energy-themed posts.
 - Continued *#EnergyTipTuesday*, a social media weekly post that features energy tips, resources, and information on how to sign up for home energy check-ups.
 - Initiated *#SaveEnergySaturday*, a social media weekly post that focuses on do-it-yourself tips and more complex ways to save energy.
- Sponsored Earth Day promotions on WBNQ covering energy and recycling, reaching an estimated 25,000 listeners.
- EAC staff interviewed on WBNQ radio, reaching an estimated 5,000 listeners.



- EAC staff interviewed on WGLT radio program covering green business issues including energy, reaching an estimated 5,000 listeners.
- Received 4,791 unique views on the BNEnergyBright.org website and 317 unique views of up to 27 different energy-related pages on the Ecology Action Center website.
- Staffed informational tables, reaching 3,107 participants and 26 organizations with BNEnergyBright Program information. Events would include a raffle for a complimentary Energy Assessment for a home or business:
 - Illinois Sustainable Living & Wellness Expo
 - McLean County Non-Profit Showcase
 - Illinois State University Wellness Fair
 - Sugar Creek Arts Festival
 - Internal Revenue Service’s National Distribution Center’s Health and Safety Fair
 - State Farm Insurance event
- Promoted energy savings in articles published in two of the periodic EAC Action News email newsletters (2,000 subscribed readers).
- Reached over 650 different followers through Twitter with six energy-themed posts.
- Promoted energy savings in articles published in the 4 quarterly EAC membership newsletters, (270 members).
- Presented Energy Bike Program at the following schools, reaching 135 students:
 - Illinois Wesleyan University “Young Scholars Camp” – 3rd, 4th and 5th graders from throughout McLean County
 - Prairie Christian School
- Staffed activity table with the Energy Bike, reaching 46 children and their parents with information on the BNEnergyBright Program, and energy conservation and efficiency:
 - YWCA’s “Lights On After School” children’s event (right)
 - Town of Normal’s “Light the Night” bicycle event
- Answered 29 energy-related inquiries over telephone and email.



- Co-sponsored the “Path to Zero Energy” workshop at Normal Public Library with EverGreen Home Energy Consulting and Hawk Energy Solutions, reaching 15 participants with information on the BNEnergyBright program, energy conservation and efficiency, and renewable energy options.
- Coordinated monthly Green Drinks networking event; topic was “Solar Cars.”
- Brought MiEV electric car to Illinois State University car show
- Professional development and education participation by EAC staff:
 - Completed two-day certification in Building Science Principles for education and technical skills on residential energy conservation and efficiency.
 - “Energy in Illinois and the Clean Power Plan” conference sponsored by the ISU Institute for Regulatory Policy Studies, learning how to maximize benefits by participating in the shaping of the Illinois Clean Power Plan.
 - Illinois Renewable Energy Conference held at ISU, learning ongoing activities in wind and solar energy development and legislation.
 - Participated in bi-monthly Central Illinois Association of Professional Energy Consultants educational meetings. Staff member elected as an At-Large Board Member.
- Began working with the Illinois Sustainable Technology Center (ISTC) to act as lead organizer for the 2016 Green Office Challenge in Bloomington-Normal, a statewide competition among businesses to identify those that are practicing sustainable management of energy, water and waste resources. Also promoted and participated in the 2015 Green Office Challenge.

Path to Zero Energy:
Energy Efficiency & Renewable Energy for Homes & Buildings

Wednesday, September 23rd,
6:30 PM to 8:00 PM,
Peoria Public Library - North Branch,
3001 W. Grand Parkway, Peoria, IL 61614

Tuesday, September 29th,
6:30 PM to 8:00 PM,
Washington District Library,
380 N. Winsor Rd, Washington, IL

Wednesday, October 7th,
6:30 PM to 8:00 PM,
Normal Public Library,
206 W. College Ave, Normal, IL

Description: How far can energy efficiency and renewable energy take us? Can we bring energy usage down to a point where it can easily be offset by on-site renewable energy? The concept of “zero energy” or “net zero” is growing throughout the United States and describes the point where energy efficiency is low enough that on-site renewable

ENERGY EFFICIENCY PROGRAM AGREEMENT

This agreement is entered into as of this 1st day of April, 2016, by and between the City of Bloomington and Town of Normal, (hereinafter referred to as the "City" and "Town") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the Bloomington-Normal Energy Efficiency Program, hereafter referred to as the "Program", to include energy efficiency and conservation education and outreach for the City and Town and assist the City and Town in meeting the requirements of the Illinois Power Agency Act, which requires municipalities participating in municipal electricity aggregation to provide energy efficiency services.

B. Period of Agreement:

The period of this agreement is two (2) years, commencing April 1, 2016 and ending March 31, 2018. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City and Town

The City and Town shall:

- a. provide program guidance and oversight
- b. provide funding for the project in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide a Community Energy Coordinator
- b. provide energy efficiency education, outreach, and technical services to the City and Town as outlined in Appendix A; and
- c. complete the following reporting requirements: 1) quarterly progress reports to Bloomington and Normal, 2) annual progress reports to Bloomington and Normal.

D. Project Costs:

1. Annual payments of \$39,031 and \$28,264 shall be made by the City and the Town respectively by May 1st, pending receipt of an invoice from the Center by April 15th.
2. An annual cost of living increase will be added to the annual fees after April 2017 equal to lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

APPENDIX A

2016 Energy Efficiency Education and Outreach Program: BN Energy Bright

Since 2014 the Ecology Action Center has offered Bloomington and Normal residents a community energy efficiency program to encourage increased energy efficiency and energy conservation. The program targets the approximately 27,995 Bloomington-Normal households and 1,786 small businesses enrolled in municipal electricity aggregation. Ultimately, this program not only helps residents reduce energy consumption, save energy, and reduce air pollution, but also allows Bloomington and Normal to meet Illinois Municipal Electricity Aggregation program requirements to provide for an energy efficiency program.

Services provided by the Ecology Action Center under this program include:

- **Community Energy Coordinator:** This $\frac{3}{4}$ FTE staff position (or equivalent among multiple part-time staff) acts as a centralized resource coordinator on energy issues for the community, networking with contractors, social service agencies, and government agencies.
- **BNenergyBright.org:** Ongoing updates of a resource-rich website with sections ranging from home weatherization, energy efficient lighting and appliances, financial incentives, and many other energy efficient devices and strategies.
- **Home and Small Business Energy Assessment:** The energy coordinator conducts on-site assessments for Bloomington and Normal residents. A nominal fee is charged to help offset costs of materials and demonstrate an investment in the strategies on the part of the home-owner.
- **Education programs:** presentations and workshops to community groups, classrooms, or workplaces on strategies to reduce electricity usage. Use existing “energy bike” or other resources to convey concepts of energy efficiency.
- **Outreach:** Information booths at community events promoting the services of the program.
- **Promotion:** Elevation of visibility of program services and energy strategies through traditional media (radio and print advertisements) and social media.



Ecology Action Center
A nonprofit environmental agency for central Illinois
ecologyactioncenter.org

- **Flexibility:** Program content and focus will evolve over time to best address community needs and priorities as identified through collaboration with other community partners involved in energy issues.

Program Budget

Funding for the program is directly proportional to the number of households and businesses enrolled in municipal electricity aggregation in each municipality.

| aggregation customer type | quantity* | percentage |
|----------------------------------|------------------|-------------------|
| Normal residential | 11,762 | 39.5% |
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**2014 Aggregation enrollment data*

| REVENUE item | amount |
|---------------------------------------|-----------------|
| annual payment from Normal (42%) | \$28,264 |
| annual payment from Bloomington (58%) | \$39,031 |
| total | \$67,295 |

| EXPENSE item | amount |
|--------------------------|-----------------|
| payroll & payroll taxes | \$37,085 |
| advertising and printing | \$16,000 |
| energy auditing supplies | \$5,000 |
| transportation | \$2,000 |
| administrative overhead | \$7,210 |
| total | \$67,295 |



Ecology Action Center
 A nonprofit environmental agency for central Illinois
 ecologyactioncenter.org



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 2 in Block 3 in Camp Iroquois, from the Estate of Bessie B. White, deceased and Carol C. Vincent and Sue E. Vincent to Susan E. Jackson, Amy L. Gill and Kristen Miller, Carol C. Vincent and Sue E. Vincent.

RECOMMENDATION/MOTION: That the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's October 25, 2017, letter and the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The sewage disposal system letter from the McLean County Health Department was completed on October 25, 2017. This letter provides regulation requirements for surface discharging septic installations.

In addition, the evaluation report, dated July 31, 2017, from Zeschke Septic Service, indicates that the septic tank is a minimum 200 gallons too small. This may remain as is until the septic system is repaired or replaced. The seepage field is installed up to four inches deeper than allowed by current code while also being a minimum of 165 square feet too small. These issues may remain as is until the septic system is repaired or replaced. The inlet baffle on the septic tank was missing. A new inlet baffle was installed in the septic tank by Zeschke Septic Service.

The septic system was installed in 1954 and is now approximately sixty-three (63) years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, staff cannot accurately estimate the useful life remaining in the existing system. If the system were to fail, the resident would be responsible for the costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have any viable repair/replacement options. Currently, a City owned sanitary sewage collection system does not

exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of a sewage disposal system failure.

Staff has reviewed the lot and found that dock and seawall improvements have been constructed on the City owned reservoir and non-leased marginal land. Staff has performed a search of permits issued for the Lake Bloomington community and found that no permits were issued for Lot 2, Block 3 in Camp Iroquois. Further, it should be noted that City Code Chapter 23, Section 53, provides that permits shall not be transferable, and that all benefits which may be derived therefrom shall accrue only to the person to whom the permit is originally issued. Pursuant to Chapter 23, Section 53, staff recommends that the transfer be subject to the new leaseholder applying for permits for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months of transfer.

Staff recommends approval of the lease transfer subject to the septic system conditions included in the McLean County Health Department's October 25, 2017, letter and that the new leaseholder obtain a permit for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Health Department

FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With this transfer, the Lake Lease formula will increase to the current formula of \$0.40 per \$100.00 of Equalized Assessed Value. With the increased lake lease formula, this lease income will generate approximately \$361.86 per year in lease income. This lake lease income will be posted to the Lake Maintenance-Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" in page 144.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- WTR 2B Current Lease
- WTR 2C City Clerk Memo
- WTR 2D Lake Lease Transfer Petition
- WTR 2E McLean County Health Department Letter/Evaluation Report
- WTR 2F Lake Lease Agreement
- WTR 2G Location Map
- WTR 2H Plat of Camp Iroquois
- WTR 2I Existing Non-Leased Marginal Land Structure Map
- WTR 2J Marginal Land/Reservoir Existing Structure Photographs

LEASE

This lease, made this 27 day of Jan., 1932, by and between the City of Bloomington, a municipal corporation, of McLean County, Illinois, of the first part, hereinafter called the lessor, and Carol C. Vincent, Bessie B. White and Thomas C. Vincent, Jr.

....., County of....., State of Illinois, of the second part, hereinafter called the lessee, (to be taken in such number and from such gender as shall be appropriate).

The lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned by said lessee to be paid, kept and performed, has granted, demised and let, and by these presents does grant, demise and let unto the lessee, his heirs, executors, administrators and assigns, all of the following lands and tenements, situated in McLean County, described as follows:

Lot 2 in Block 3, in Camp Iroquois according to the private unrecorded plat of the ground belonging to said lessor located around Lake Bloomington, in Hudson and Money Creek Townships, in McLean County, Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, to said lessee, his heirs, executors, administrators and assigns until the first day of January, 2032, the lessee, his heirs, executors, administrators and assigns covenanting and paying therefor unto the first party its successors and assigns as follows:

1. The lessee shall pay the sum of Purchase price having been paid (\$.....) Dollars, cash in hand, upon the execution of this agreement, and on or before the first day of January of each year, as rent, the sum of Fifty Dollars and 00/100 cents (\$ 50.00) Dollars.
2. It is further agreed that the lessee shall pay during the life of this lease all taxes that may be levied against said premises or improvements thereon by the Government of the United States, the State of Illinois or any subdivision of either.
3. All improvements to be made on said lot are to be located under the direction of the lessor and all plans and specifications must first be submitted to the lessor for approval, and no additions shall be made to said improvements without the lessor's consent and according to directions.
4. The lessee shall at all times hereafter keep said premises and the structures thereon in good sanitary condition and use all reasonable care to keep the same safe from danger by fire and shall without delay comply with the by-laws and sanitary regulations of the lessor and further agrees that in default in this regard the lessor, by its servants and agents, may enter thereon and remove therefrom any and all nuisances that may in the opinions of the lessor be injurious to health of the occupants of said premises and agrees to pay the lessor all expenses and costs incurred for such removal within ten days thereafter. Said lessee shall keep said premises free and clear of anything that may endanger by fire the buildings thereon or adjacent thereto. Said lessee shall also keep said premises free and clear of noxious weeds and debris and in a neat and sanitary condition and to conform to all rules and regulations that may hereafter be prescribed by the lessor or the law of the State of Illinois.
5. The lessee agrees and is to install and use on said premises such type of sanitary water closets, sinks, garbage cans and other paraphernalia for the disposal of waste as may be approved by the lessor or the State Department of Public Health of the State of Illinois, or any board set up by the State that shall have in charge sanitation and public health in the State of Illinois. The lessee further agrees that he will so use and occupy said premises to in no way contaminate the waters of Lake Bloomington. Lessee further agrees that whenever sewer connections are made available to said premises and it is ordered by the lessor that connections should be made therewith, that he will connect all water closets, cesspools, sinks and drains to said sewer.
6. Lessee further agrees to pay such reasonable water rate or tax for the use of water furnished by the lessor and such garbage and sanitation charges as shall be fixed from time to time by the lessor and according to the rules and regulations as to the time of payment as the lessor may fix.
7. The lessee and those occupying under him shall at all times be subject to such rules and regulations as may from time to time be laid down by lessor, its successors and assigns, in the occupation and use of said premises and the use of Lake Bloomington; and said lessee shall not engage in or permit others to engage in any occupation, business or practice on said premises that shall in any way conflict with or be in violation of any law or the by-laws or regulations of the lessor in effect at that time or thereafter adopted, or use said premises in violation of any laws of any government unit having jurisdiction over said territory. Such violation shall render this lease null and void.
8. Lessee shall use said premises for the purpose of a private dwelling or residence only, except upon special permit from the lessor. No more than one residence shall be built on one lot. No trees or saplings shall be felled or trimmed without the permission of the lessor.
9. The lessee shall not sell, assign or transfer this lease or sublet or allow other persons to occupy said premises without the written consent of the lessor; nothing herein contained, however, shall prevent the lessee from mortgaging said premises for the purpose of securing funds to construct a home thereon or to repair existing structures on the leasehold, but in no event, however, shall this clause be construed to mean that the lessee shall mortgage any more than his lease interest and that the fee to the lot shall remain in the lessor regardless of any foreclosure proceedings.
10. All bills due the lessor by the lessee for water, garbage disposal, etc., if not paid within thirty days after the same shall be due and payable, shall be increased ten per cent of their amount.
11. The lessee shall have the right to use Lake Bloomington for boating, swimming and fishing under such rules and regulations as now or may hereafter be prescribed by the lessor.
12. If the lessee shall fail to pay or perform any act as herein agreed, then this lease at the election of the lessor be null and void and all improvements on said premises shall be forfeited to the lessor and the lessor shall be entitled to immediate possession of said premises and improvements. And in case this lease shall be declared void lessee shall thenceforth be deemed a mere tenant holding over after the expiration of this lease and be liable to be proceeded against without notice to quit. Notice to quit and of a forfeiture are hereby waived. And the lessor upon such default shall be at liberty to sell or lease the premises to any person or persons whomsoever without being liable in law or equity to the lessee or any person claiming under him for any damages in consequence of such sale or lease. And the lessor shall have the right to recover all damages sustained by reason of the holding over of the lessee without permission. It is understood that TIME is and shall be deemed and taken as of the very essence of this agreement; that unless the same shall in all respects be complied with by the lessee at the respective times and in the manner above limited and declared, the lessee shall lose and be debarred from all rights, remedies and actions, either in law or in equity, upon or under this lease.

13. It is further agreed that in case default should be made by the lessee in any of the conditions stipulated to be performed by him and the lessor shall see fit to declare this lease void, such declaration shall be made and this lease forfeited by notice thereof addressed to the lessee at Bess White, R.R.1, Heyworth, Illinois 61745 and this shall constitute a good and sufficient notice and service thereof, as by the receipt and taking possession without notice

MEMO

TO: Bob Yehl, Water Dept.
FROM: Cherry L. Lawson, City Clerk
DATE: November 21, 2017
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 2 in Block 03 in Camp Iroquois, from the Estate of Bessie B. White (*Deceased*) Carol C. Vincent and Sue E. Vincent Dated 1/27/26 to Susan E. Jackson and Amy L. Gill Dated 11/02/2017. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$90,464.00. The Lake Lease is currently at a rate of \$.15 cent per \$100 EAV, \$105. The lake lease rate will increase to \$.40 per EAV. The PIN number is 80-07-151-004.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

October 25, 2017

Estate of Bessie B. White
c/o Ms. Susan Jackson
3012 Ann Drive
Bloomington, IL 61704

Re: Septic Permit #54-7240
Parcel #08-07-151-004
Lot 118, Lake Bloomington - Iroquois Subdivision

Dear Ms. Jackson:

On July 31, 2017, this department received a septic system evaluation report from Ms. Chelsea Zeschke, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on July 28, 2017 and the following deficiencies were noted:

- The septic tank is a minimum of 200 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The inlet baffle on the septic tank is missing. This must be provided. **A new inlet baffle was installed in the septic tank by Zeschke Septic Service.**
- The seepage field is installed up to four inches deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- The seepage field is a minimum of 165 square feet too small. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1954 and is now approximately 63 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at www.health.mcleancountyil.gov.

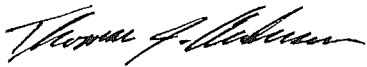
Estate of Bessie B. White

October 25, 2017

Page 2

If you have any questions, please contact Mr. Scott Cook, of this department, at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Ms. Chelsea Zeschke, Zeschke Septic Cleaning, Inc.
Mr. Rick Twait, City of Bloomington
Mr. Joe Darter, City of Bloomington

TJA:AC:du

AC-0601-17-208a

City

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

| | |
|----------------|----------------|
| Log #: | <u>17-208</u> |
| Date Received: | <u>7-31-17</u> |

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: Estate of Bessie B White
 Address: 18543 Navajo Ln
Hudson, IL 61748
 Phone #: Day: (309)662-7519 Home: _____

2. Requestor Information:

Name: Susan E Jackson
 Address: 3012 Ann Dr
Bloomington, IL 61704
 Phone #: Day: (309)662-7519 Home: _____

3. Property Information:

Parcel Number (Tax ID): 08-07-151-004 Date Evaluation Performed: 7/28/17
 Address of property evaluated: See Current Owner Sub. & Lot: Lake Bloom, Lot 2 Block 3
Lot 118, Troquois
 Permit available from Health Dept.: Yes No Permit Number: 54-7240

4. Interview Information:

Person interviewed: Susan E Jackson Original owner: Yes No
 Age of home (years): 63 Intended for seasonal use: Yes No
 Date last occupied: Current, May-Sept each year Number of occupants: 3-4 on average
 Has tank ever been pumped: Yes No If yes, how often: 2012

5. Interior Evaluation:

Number of bedrooms: 2 Garbage disposal: Yes No
 Toilet tanks and other fixtures have evidence of leakage or overflow: Yes No
 Water softener discharges to: N/A Clothes washer discharges to: N/A
 Dishwasher discharges to: N/A Hot tub discharges to: N/A
 Basement plumbing fixtures: Discharge locations: **Environmental Health**
 a. N/A a. _____ JUL 31 2017
 b. _____ b. _____ **MCHD**
 c. _____ c. _____
 d. _____ d. _____
 Basement floor drains discharge to: Sealed off Garage floor drains discharge to: N/A
 Sump pit/pump discharges to: N/A Downspouts discharge to: Surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

| Tank One: N/A <input type="checkbox"/> | Yes | No | Tank Two: N/A <input checked="" type="checkbox"/> | Yes | No |
|--|-------------------------------------|-------------------------------------|---|--------------------------|--------------------------|
| Depth of soil to top of tank: <u>10</u> inches | | | Depth of soil to top of tank: _____ inches | | |
| Tank has access within 12" of ground surface: <input checked="" type="checkbox"/> <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Tank has access within 12" of ground surface: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Size: <u>550</u> gallons Type: <u>Concrete</u> | | | Size: _____ gallons Type: _____ | | |
| Meets current code: <input type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Meets current code: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Tank lids in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Tank lids in good condition: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Inlet baffle in good condition: <input type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Inlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence of solids on inlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evidence of solids on inlet baffle: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Outlet baffle in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Outlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence of solids on outlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evidence of solids on outlet baffle: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Water standing in outlet: <input type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Water standing in outlet: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Water level below outlet: <input type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Water level below outlet: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Tank needs to be pumped: <input type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Tank needs to be pumped: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Outlet device/filter on tank: <input type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Outlet device/filter on tank: <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Type: _____ | | | Type: _____ | | |
| Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> | | | Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> | | |

B. SEEPAGE FIELD -- This Section N/A

Depth to top of field: 26 inches to 28 inches

Square feet of field: 235 square feet

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| Meets current code sizing requirements: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Seepage standing on ground surface: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lush vegetation or saturated soil on or near seepage field area: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Evidence that water has ponded over seepage field or the soil is saturated: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Solids or "carry over" material present in the rock or bedding material: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Depth of water in trench: <u>0</u> inches | | |

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A

| | Yes | No |
|--|--------------------------|--------------------------|
| Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code? | <input type="checkbox"/> | <input type="checkbox"/> |

D. SEEPAGE BED -- This Section N/A

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

- | | Yes | No |
|--|--------------------------|--------------------------|
| Meets current code sizing requirements: | <input type="checkbox"/> | <input type="checkbox"/> |
| Seepage standing on ground surface: | <input type="checkbox"/> | <input type="checkbox"/> |
| Lush vegetation or saturated soil on or near seepage bed area: | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence water has ponded over seepage bed or is soil saturated: | <input type="checkbox"/> | <input type="checkbox"/> |
| Solids or "carry over" material present in the rock or bedding material: | <input type="checkbox"/> | <input type="checkbox"/> |
| Depth of water in the bed: _____ inches | | |

E. SAND FILTER -- This Section N/A

Minimum soil cover depth to top of sand filter: _____ inches
 Square feet of sand filter: _____ square feet

| | Yes | No |
|---|--------------------------|--------------------------|
| Is water standing in the distribution pipes or in the rock that surrounds the pipe: | <input type="checkbox"/> | <input type="checkbox"/> |
| Meets current code sizing requirements: | <input type="checkbox"/> | <input type="checkbox"/> |
| Seepage standing on ground surface over filter: | <input type="checkbox"/> | <input type="checkbox"/> |
| Lush vegetation on or near sand filter: | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence if water has ponded over sand filter: | <input type="checkbox"/> | <input type="checkbox"/> |
| Sand filter vented as required: | <input type="checkbox"/> | <input type="checkbox"/> |
| Vent in good repair: | <input type="checkbox"/> | <input type="checkbox"/> |
| Chlorinator with screw on cap present: | <input type="checkbox"/> | <input type="checkbox"/> |
| Chlorinator tube with corrosion resistant handle present: | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence of chlorination: | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence of restricted flow in chlorinator: | <input type="checkbox"/> | <input type="checkbox"/> |
| Sample port with screw on cap present: | <input type="checkbox"/> | <input type="checkbox"/> |
| Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)</i> _____ | | |

F. PUMP OR LIFT STATION -- This Section N/A

| | Yes | No |
|---|--------------------------|--------------------------|
| Pump chamber an approved design: | <input type="checkbox"/> | <input type="checkbox"/> |
| Chamber volume 1.5 times the daily flow: | <input type="checkbox"/> | <input type="checkbox"/> |
| Is there a dual pump: | <input type="checkbox"/> | <input type="checkbox"/> |
| Alarm present: | <input type="checkbox"/> | <input type="checkbox"/> |
| Alarm location: _____ | | |
| Alarm properly working with audio and visual functions: | <input type="checkbox"/> | <input type="checkbox"/> |

G. AEROBIC UNIT -- This Section N/A

Manufacturer: _____ Model number: _____
 Size of unit: _____ gallons

| | Yes | No |
|---|--------------------------|--------------------------|
| Pump running at time of inspection: | <input type="checkbox"/> | <input type="checkbox"/> |
| Current maintenance contract in place: | <input type="checkbox"/> | <input type="checkbox"/> |
| Who is maintenance contract with: _____ | | |
| Alarm present: | <input type="checkbox"/> | <input type="checkbox"/> |
| Alarm location: _____ | | |
| Alarm properly working with audio and visual functions: | <input type="checkbox"/> | <input type="checkbox"/> |
| Unit discharges to: Seepage field <input type="checkbox"/> Seepage bed <input type="checkbox"/> Sand filter <input type="checkbox"/> Other: _____ | | |
| If other, what method of chlorination is used: _____ | | |
| Chlorinator with screw on cap present: | <input type="checkbox"/> | <input type="checkbox"/> |
| Chlorinator tube with corrosion resistant handle present: | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence of chlorination: | <input type="checkbox"/> | <input type="checkbox"/> |
| Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)</i> _____ | | |

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

| *Well or cistern to: N/A <input type="checkbox"/> | *Geothermal unit to: N/A <input type="checkbox"/> | *Building to: |
|--|---|--|
| Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet | Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet | Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet |
| *Water line to: | *Body of water to: N/A <input type="checkbox"/> | |
| Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet | Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet | |

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

Incoming baffle has fallen off. Tank has 2 inches of bottom solids. Since the home was built, the owner has dug out a basement.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Chelsea M. Zeschke
Inspector Name (print)

Czeschke
Signature

7/31/17
Date

city

Zeschke Septic Cleaning INC
2408 Greyhound
Bloomington IL 61704

| | |
|------------|-----------|
| Date | Invoice # |
| 10/17/2017 | 18135 |

PAID
10/17/2017

| | | |
|---|--------|-------------------------------|
| Bill To | | |
| Jackson Susan 3012 Ann Dr Bloomington, IL 61704 | | |
| zeschkesepctic@comcast.net | | Web zeschkesepticcleaning.com |
| OFFICE 309-808-2776 CELL 309-530-4282 | | |
| FAX 309-808-4350 | | |
| P.O. No. | Terms | Due Date |
| | Net 30 | 11/16/2017 |

| Item | Quantity | Description | Rate | Amount |
|---------------|----------|---|--------|--------|
| Baffle Repair | | Repair baffle on septic work done at 18543 Navajo Ln Bloomington Il | 250.00 | 250.00 |

AS OF JANUARY 1 2006 THE FOLLOWING LATE FEES APPLY
 1-15 days late \$5.00
 16-30 days late \$10.00
 31-45 days late \$15.00
 46-60 days late \$20.00
 61-90 days late legal action will be taken
 IF PAYMENT CAN'T BE MADE PLEASE CONTACT TO MAKE ARRANGEMENTS

| | |
|-------------------------|-----------|
| Total | \$250.00 |
| Payments/Credits | -\$250.00 |
| Balance Due | \$0.00 |

THANK YOU FOR YOUR BUSINESS

Based on Faith, Honesty and Customer Satisfaction

Invoice#18135

Zeschke Septic Cleaning INC.

DATE

2408 Greyhound Rd.

PO #

Bloomington, IL 61704

Office 309-808-2776 Cell 309-530-4282

Email zeschkeseptic@comcast.net Web www.zeschkesepticcleaning.com

Customer Suzanne Jackson Phone _____

Address 3012 Hwy Dc City/Zip Rm 101704

Start _____ Finish _____ Total _____ Previous Customer _____

Description/Price

Residential _____ Commercial _____ Grease _____ Septic _____ Gallons _____ Price _____

Job description Septic repair - bottle 250

Weekend/After Hours _____ \$ _____

Disposal Fee _____ \$ _____

Extra Charges/Description _____ \$ _____

TOTAL \$ _____

Signature _____

SEPTIC EVALUATION

Septic Depth _____ Riser _____ Tank Size _____ gal # people _____ Last Cleaned _____ Yrs.

Scum Depth (top) _____ Inches Sludge Depth (bottom) _____ Inches

Combined scum + sludge= _____ % RECOMMEND 25% OR LESS

Overall condition of tank Good _____ Fair _____ Poor _____

Next scheduled recommended cleaning _____ Year Cleaned _____

Comments _____

Signature _____

Disposal Site _____

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2017 by and between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Carol C. Vincent (as to an undivided 1/3), Sue E. Vincent (as to an undivided 1/3), and Susan E. Jackson, Amy L. Gill, and Kristin Miller (each as to an undivided 1/9) ALL AS TENANTS IN COMMON each of the County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 2 in Block 3 in Camp Iroquois according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

- 2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (~~on January 1 following the date of this Lease~~) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

- 3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100~~

~~EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

3) If the Lessee is not eligible for the 15¢ (\$.15) per \$100 EAV rental rate, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
 5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
 6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
 7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Carol C. Vincent
8135 Beechmont Ave. Apt E 309
Cincinnati, OH 45255

Sue E. Vincent
306 N. Pine Street
Lexington, IL 61753

Susan E. Jackson
3012 Ann Drive
Bloomington, IL 61704

Amy L. Gill
404 S. Emery
Heyworth, IL 61745

Kristin Miller
111 Rust Road, Apt 206
Bloomington, IL 61701

Lessee Billing Address

Sue E. Vincent
306 N. Pine Street
Lexington, IL 61753

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

Attest:

Cherry Lawson, City Clerk

Carol C. Vincent
Carol C. Vincent

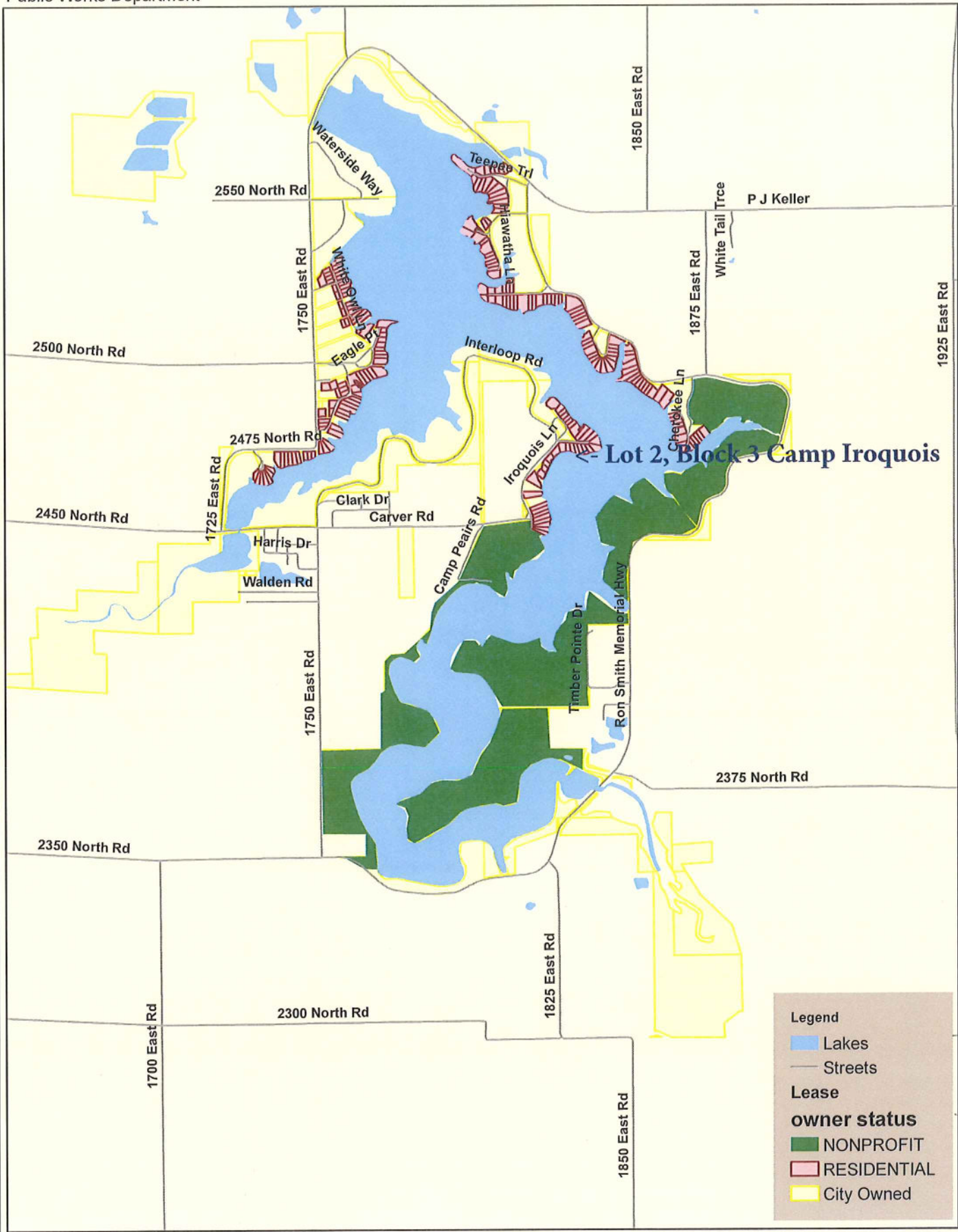
Sue E. Vincent
Sue E. Vincent

Susan E. Jackson
Susan E. Jackson

Amy L. Gill
Amy L. Gill

Kristin W. Miller
Kristin Miller

Lake Bloomington Lease Map



Legend

- Lakes
- Streets

Lease owner status

- NONPROFIT
- RESIDENTIAL
- City Owned

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 2 in Block 3 of Camp Iroquois

We respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: The Estate of Bessie B. White, Deceased (as to an undivided 1/3 interest in said Lease) (Sellers Name)
Carol C. Vincent, as to an undivided 1/3, and
Sue E. Vincent (widow of Thomas C. Vincent, Jr.). as to an undivided 1/3

To: Susan E. Jackson, Amy L. Gill and Kristin Miller, each as to an undivided 1/9 interest
Carol C. Vincent, as to an undivided 1/3, and
Sue E. Vincent, as to an undivided 1/3 (Buyers Name)

Carol C. Vincent
Carol C. Vincent

Estate of Bessie B. White, Deceased

Sue E. Vincent
Sue E. Vincent

By: Amy L. Gill
Amy Gill, Co-Executor

And: Susan Jackson
Susan Jackson, Co-Executor

(Signature of Sellers)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Susan E. Jackson, Amy L. Gill, and Kristin Miller (Buyers) and respectfully show that they became the recipient of all right, title and interest of the **undivided 1/3 interest of the Estate of Bessie B. White, deceased** (*Lessees Carol C. Vincent and Sue E. Vincent, widow of Thomas C. Vincent, Jr., each retaining their respective undivided 1/3 interests*) (Seller) In and to the Lease made on the (Date) 27th day of January, 1986 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) Estate of Bessie B. White, deceased has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioners.

Petitioners further show that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioners therefore pray that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioners have submitted herewith a form of said written consent.

Respectfully submitted,
Susan E. Jackson
Susan E. Jackson
Amy L. Gill
Amy L. Gill
Kristin W. Miller
Kristin Miller
(Signature of Buyers)

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 2 BLOCK 3 CAMP IROQUOIS OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and undivided 1/3 interest of (seller) the Estate of Bessie B. White, deceased in and to the premises known as Lot 2 Block 3 in Camp Iroquois, Lake Bloomington, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois. Current Lessees, Carol C. Vincent and Sue E. Vincent (widow of Thomas C. Vincent, Jr.) to each retain their respective undivided 1/3 interest in and to said premises.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

Tari Renner, Mayor

LivingstonBarger

Livingston, Barger, Brandt & Schroeder, LLP

BLOOMINGTON OFFICE

115 W. Jefferson Street - Suite 400
Post Office Box 3457
Bloomington, Illinois 61702-3457
(309) 828-5281 • Fax (309) 827-3432

CHAMPAIGN OFFICE

2918 Crossing Court – Suite E
Champaign, Illinois 61822-6163
(217) 351-7479 • Fax (217) 351-6870

Reply to Bloomington Office

November 2, 2017

Bloomington City Clerk
109 E. Olive Street
Bloomington, IL 61701

Re: Lake Bloomington Lease Transfer Request
18543 Navajo Lane, Hudson, IL (Lot 2 in Block 3 Camp Iroquois)

Dear Sir or Madam:

This office represents the estate of Bessie B. White, deceased. Mrs. White died owning an interest in a lease with the City of Bloomington for the above referenced cabin at Lake Bloomington and we are assisting the family is transferring her leasehold interest to the appropriate members of her family.

Enclosed with this letter, please find the following:

1. Duplicate Original Lake Bloomington Lease Transfer Petitions;
2. Copy of Evaluation Report for a McLean County Private Sewage Disposal System completed by Chelsea M. Zescke on July 31, 2017;
3. Letter from McLean County Health Department issued October 25, 2017 and copy of evidence of repair work completed;
4. Duplicate Original Proposed Lake Bloomington Lease;
5. Our check in the amount of \$100.00 in payment of the filing fee associated with this request.

Please process these documents at your next opportunity. We stand ready to answer any questions or supply any additional information needed in order to accomplish this lease transfer.

William C. Wetzel
Thomas M. Barger, III
Christopher L. Nyweide
Richard E. Sities
Peter W. Brandt
Thomas B. Borton
Kirk A. Holman
Thomas A. Jennings
Elizabeth B. Megli
Jonathan J. Bobell
Joseph R. Wetzel
Rachel J. Brandt
Zane J. Breithaupt
William R. Brandt (Retired)
Michael A. Wozniak (Retired)
Herbert M. Livingston (1898 – 1987)
Ralph E. Schroeder (1927 – 1991)
Thomas M. Barger, Jr. (1912 – 1992)
James T. Foley (1931 – 2010)
Susan H. Brandt (1950 – 2010)

Bessie B. White Estate
November 2, 2017
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas A. Jennings', written over a light blue horizontal line.

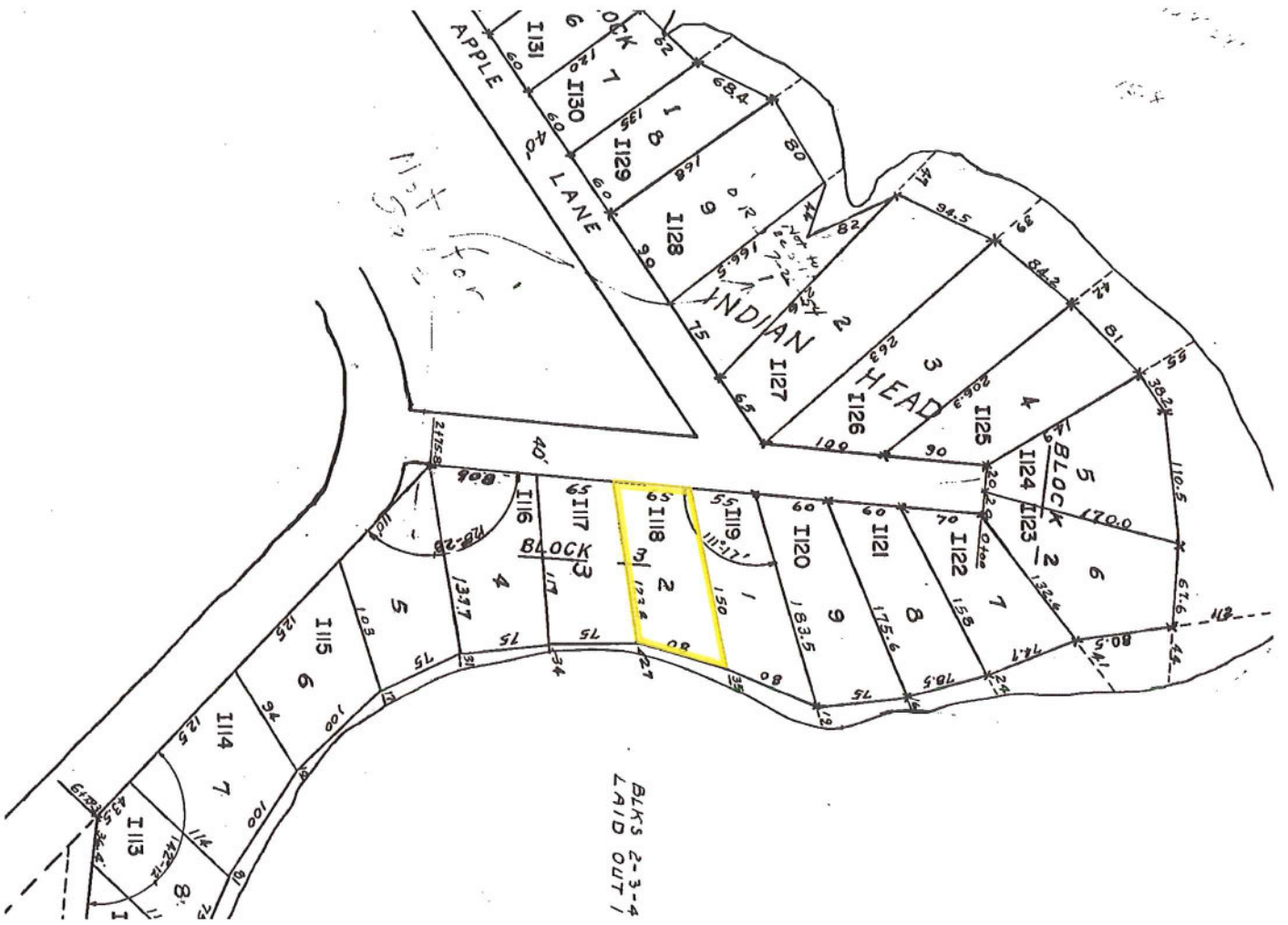
Thomas A. Jennings
Attorney at Law

TAJ/dl

Enclosures

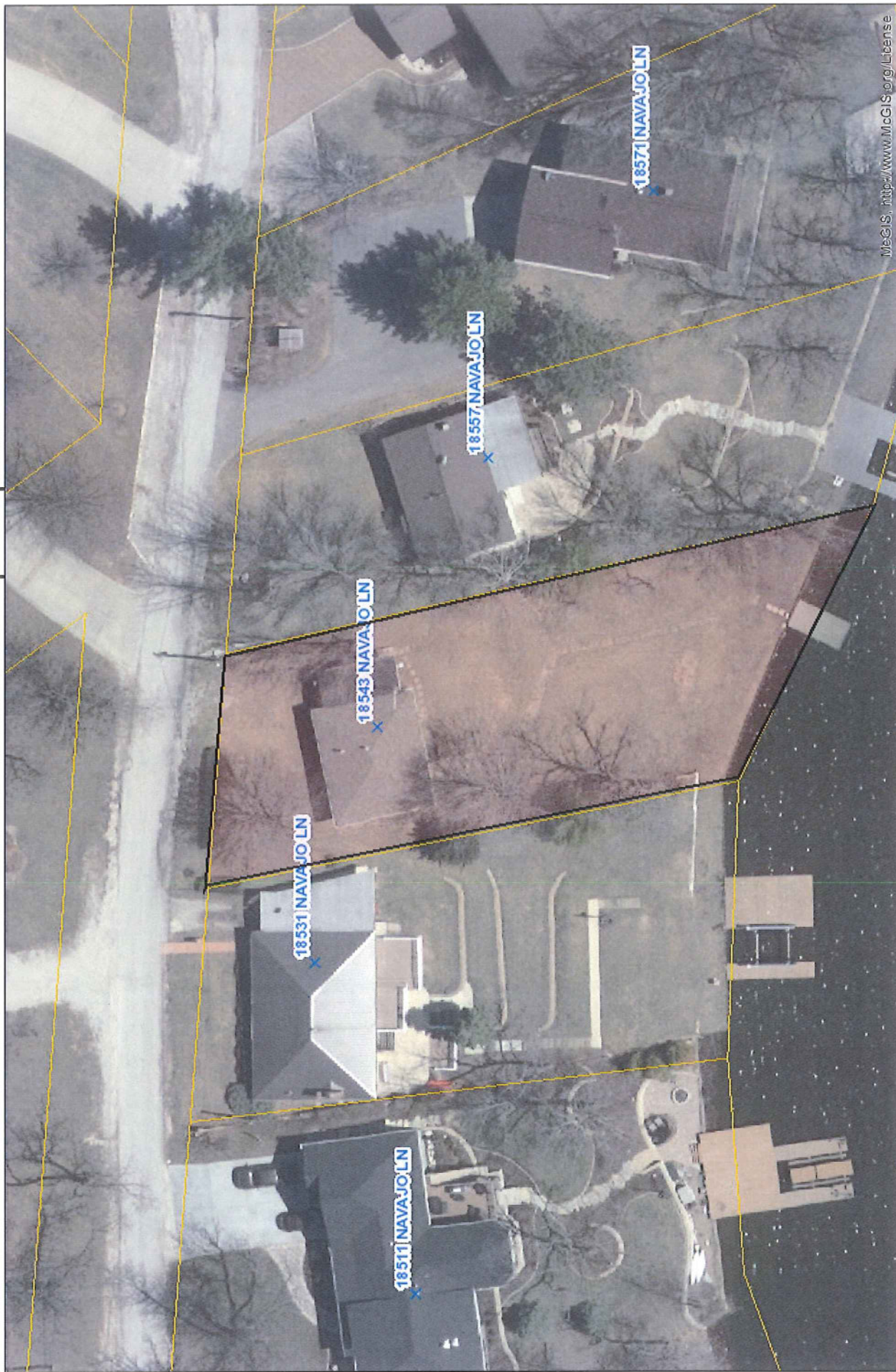
CC: Amy Gill, Susan Jackson

Lot 2, Block 3
 Camp Iroquois
 Plat Map



11/21/2017

Lot 2 Block 3 Camp Iroquois



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.









CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of the application of Nightshop, LLC, d/b/a Nightshop, located at 517 N. Main Street, requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

RECOMMENDATION/MOTION: That the application of Nightshop, LLC, d/b/a Nightshop, located at 517 N. Main Street, requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved, contingent upon compliance with all health and building safety codes and with the condition that no member of the public under the age of 21 years shall be allowed on the premises after 10:00 P.M.

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

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

BACKGROUND: Bloomington Liquor Commissioner Renner called a public hearing on November 14, 2017 on the application submitted by Nightshop, LLC, d/b/a Nightshop, located at 517 N. Main Street, requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

Present were: Commissioners Tari Renner, Lindsey Powell, Jack Bataoel; Staff present were: George Boyle, Asst. Corporation Counsel, Asst. Police Chief, Ken Bays, Robert Coombs, Building Inspector and Cherry Lawson, City Clerk.

Christopher Golwitzer, owner of the business, addressed the Commission. He stated that the business would be a restaurant that offered vegan and vegetarian items on the menu. The restaurant would not be exclusively vegan and vegetarian. The business also intends to host live music. He understands that in order to maintain a restaurant liquor license the business must get at least 51% of its revenue from food as opposed to alcohol sales. The business will have a full kitchen and will serve meals during the entire time it is open. The hours of operation would be 7:00 A.M. until 1:00 A.M. during the week and 2:00 A.M. on weekend nights. On Sunday, the business would open at 11:00 A.M. and close at 8:00 P.M.

Commissioner Renner questioned BASSETT (Beverage Alcohol Sellers and Servers Education) training certifications. Mr. Golwitzer stated he and Mr. Spears as well as its bartender have received BASSETT training.

Mr. Boyle asked whether Mr. Golwitzer or his partner, Mr. Spears, have any experience working in the restaurant or bar business. Mr. Spears stated that neither of them have experience, but that they have a kitchen manager who has run a restaurant in Normal. They also have a bar manager who ran the front bar at Shuba's, an establishment in Chicago. Though they do not have experience as restaurateurs, they were bringing in people that can help them.

Mr. Boyle asked whether Nightshop expects to have bands playing on the patio. Mr. Golwitzer stated it is not the immediate priority at this time. Although they would like to have the option to have outdoor music in the summertime in the afternoon. If they have music at night, it will be inside.

The Mayor asked if there was any input from the Police regarding the application. Assistant Chief Ken Bays addressed the Commission. He expressed some concerns regarding adding additional liquor service to this already congested area. There is already up to seven establishments that serve alcohol in the two block area. Having heard their business model and plan, he commended them for the steps they have taken. He does have some concerns about under age persons being in the establishment after dinner time.

The Mayor asked Robert Coombs from the Building Safety Department if he had any concerns. Mr. Coombs addressed the Commission. He stated he did not have any immediate concerns. He had not seen the exact plans for the patio. In response to a question from Commissioner Powell as to occupancy, he stated that under dinner conditions the interior had a capacity of 121 with an additional external capacity based on square footage of 75 people. If the tables were removed and the floor area thereby opened up, the maximum occupancy would be 274 interior, with a maximum, including the exterior, of 530 people. For a stand up area, 5 square feet per person is used to determine maximum occupancy load. For a table and chair setup, 15 square feet per person is figured in determining maximum occupancy.

Commissioner Renner asked if there were any other persons wishing to speak in favor of the application or in opposition to it. No one came forward.

After some discussion, and in response to concerns raised by Commissioner Bataoel about persons under 21 being on the premises in the late night hours, Mr. Golwitzer agreed to a condition on the license that no persons under 21 years of age would be allowed on the premises after 10:00 P.M.

Motion by Commissioner Bataoel, seconded by Commissioner Powell, to recommend that the City Council approve the application of Nightshop, LLC, d/b/a Nightshop, located at 517 N. Main Street requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, contingent upon compliance with all health and building codes and with the condition that no members of the public under 21 years of age be allowed in the premises after 10:00 P.M.

Commissioner Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Powell, Bataoel and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on November 6, 2017 in accordance with City Code. In accordance with City Code, approximately one hundred and forty (140) courtesy copies of the Public Notice were mailed on November 6, 2017 to properties within 500 feet of the establishment. In addition, the Agenda for the November 14, 2017 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: This is a new liquor license. The current annual license fee is \$2,600. This is recorded under the Non-Departmental-Liquor License account (10010010-51010). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 118.

COMMUNITY DEVELOPMENT IMPACT: None.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: None.

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- CLK 2B Questionnaire and Application
- CLK 2B Pantagraph Public Notice
- CLK 2B Memo to Community Development/Fire Inspectors, dated 11/1/2017
- Chapter 6: Section 4B: Creation of New License – Findings

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

1. LEGAL REQUIREMENTS:

- | | | |
|-----|--|----------|
| (a) | Have you attained the age of 21 years? | <u>Y</u> |
| (b) | Have you been a resident of the City of Bloomington for one year? | <u>Y</u> |
| (c) | Are you a citizen of the United States? | <u>Y</u> |
| (d) | Are you a person of good character and reputation? | <u>Y</u> |
| (e) | Have you ever been convicted of a felony under the laws of the United States or any state? | <u>N</u> |
| (f) | Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | <u>N</u> |
| (g) | Have you ever been convicted of pandering or any other crime opposed to decency and morality? | <u>N</u> |
| (h) | Have you ever had a Bloomington liquor license revoked for any cause? | <u>N</u> |
| (i) | (If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>N</u> |
| (j) | Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>N</u> |

- (k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? N
- (l) Do you own or have a valid lease to the premises for which the license is sought? Y
- (m) Are you eligible for a state retail liquor dealer's license? Y
- (n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? N

2. NATURE OF LICENSE:

- (a) What class liquor licenses are you seeking? RAS
- (b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). restaurant/Music Venue + Lounge
- (c) State the significance of a liquor license to your establishment, present or future. Without the ability to sell alcohol the music venue/restaurant would fail.
- (d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? It will aid the mission to provide an entertainment venue and great restaurant, healthy food not available in Bloomington
- (e) Upon what facts do you base your answers to the previous question? Knowledge as a local musician who has performed and promoted entertainment for years and experience as a patron of local restaurants
- (f) Do you intend to furnish live entertainment in the establishment to be licensed? Y
- (g) If you answer "YES" to the previous question, state the nature of such entertainment. live music of a primarily analog medium (i.e. music performed with voices and instruments) by both local and national and regional touring artists
- (h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? Y

- (i) If you answered "YES" to the previous question, from what sources will such revenue be derived? food - entertainment
- (j) Do you intend to obtain and use a dance license? N
- (k) If establishment is not in operation, attach a drawing showing:
 (1) General design of establishment;
 (2) Where alcohol is to be distributed and/or served.

3. **IMPACT OF ESTABLISHMENT:**

- (a) State the location of the establishment. 517 N. Main St, Bloomington, IL 61701 (In the tavern zone)
- (b) What hours will the establishment be open? 7am - 10pm ~~2am~~ 2am
Restaurant - Bar
- (c) What type or types of building(s) adjoin the establishment? Primarily Taverns including Fat Jacks, Killarney, Daddies + the former Lancasters
- (d) If any adjoining buildings are office or commercial, approximately what hours are they open for business? N/A
- (e) If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? N/A
- (f) Describe streets immediately adjoining the establishment (e.g. Approximate width, one or two-way, parking restrictions, etc.) One-way north Main St, 500 Block
- (g) How much additional traffic do you expect the establishment with a liquor license to generate? Focus is not the college clientele that frequents the Tavern Zone, No way to know yet.
- (h) Describe on and off street parking facilities to handle traffic anticipated. On street parking, City deck + lots plus our owned 17 Car private parking lot
- (i) How many establishments with liquor licenses are located within the immediate area of your establishment? 5-7 with limited hours of operation.
- (j) What do you estimate to be the demand for your establishment in the area in which it is or will be located? Because we intend to offer lunch, brunch and late night food plus live music, excitement from numerous demographics has already been generated.



MEMO

To: Community Development/Fire Inspectors
From: Cherry Lawson
Date: November 1, 2017
Re: Liquor License Inspection

Liquor hearing scheduled for November 14, 2017 at 4:00 p.m. located in the City Hall, 109 E. Olive St.

Please inspect the following establishment for a RAS liquor license.

Nightshop, LLC
517 N. Main Street
Bloomington, IL 61701

I would ask that the report be submitted to this office as soon as possible and that a written list of the violations, if any, be submitted to:

Christopher Golwitzer
(309) 826-4334

cc: McLean County Health Dept.

Page : 1 of 1 11/01/2017 10:18:09
Order Number : 20918426
PO Number : 11-01-2017 PN nights
Customer : 60072323 City of Bloomington
Contact :
Address1 : PO Box 3157
Address2 :
City St Zip : Bloomington IL 617023157
Phone : (309) 434-2240
Fax : (309) 434-2802
Printed By : Collins, Carol
Entered By : Collins, Carol
Keywords : 20918426 CITY OF BLOOMINGTON PUBLIC HEARING NOTICE
Notes :
Zones :

Ad Number : 12047659
Ad Key :
Salesperson : L88 - LEGALS
Publication : Pantagraph
Section : Legals
Sub Section : Legals
Category : 0995 Public Notices
Dates Run : 11/06/2017-11/06/2017
Days : 1
Size : 1 x 5.29, 51 lines
Words : 196
Ad Rate : Legal Inside
Ad Price : 167.16
Amount Paid : 0.00
Amount Due : 167.16

20918426

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, November 14, 2017 at 4:00 p.m. in the Council Chambers located at 109 E. Olive St, the Bloomington Liquor Commission will conduct a Public Hearing on the application of Nightshop, LLC d/b/a as nightshop, located at 517 N. Main Street; Bloomington, IL 61701., requesting a RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Cherry L. Lawson, C.M.C.,
City Clerk

Publication Date: November 6,
2017, Pantagraph Newspaper

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: December 11, 2017

SUBJECT: Presentation of Bloomington Police Department Three-year Strategic Plan

RECOMMENDATION/MOTION: Presentation and discussion only.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods.

BACKGROUND: In May 2016, the President released the 21st Century Policing Initiative which contains guides for law enforcement agencies that have made strides in advancing community policing. The Initiative outlined six pillars to guide law enforcement toward new policing practices. Council will see each pillar and the related concepts within each pillar. The 2018-2020 Strategic Plan for the Police Department shows the Goal Number (G) and Strategy Number (S) as they relate to each concept in the President's Task Force Report on 21st Century Policing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A combined effort has gone into the creation of this plan internally within the Police Department.

FINANCIAL IMPACT: This philosophy has proven to be a far more efficient means of resource allocation, accountability, and success.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Brendan O. Heffner, Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- List in order each attachment by name or file name with a bullet point for each item listed.

Bloomington Police Department



**Strategic Plan
2018 - 2020**

In May 2016, the President released the 21st Century Policing Initiative, which contains guides for law enforcement agencies that have made strides in advancing community policing. The Initiative outlined six pillars to guide law enforcement toward new policing practices. The table below lists each pillar and the related concepts within each pillar. This table also shows the Goal Number (G) and Strategy Number (S) within the Bloomington Police Department’s 2018—2020 Strategic Plan as they relate to each concept in the President’s Task Force Report on 21st Century Policing.

| Presidents Task Force on 21st Century Policing | | | | | | | | | | | | |
|---|-------------------------------------|--|---|---------------------|---|--|---|--|--|---|---|---------------------|
| | Pillar One: Building Trust | Tie to BPD Plan | Pillar Two: Policy / Oversight | Tie to BPD Plan | Pillar Three: Technology and Social Media | Tie to BPD Plan | Pillar Four: Community Policing and Crime Reduction | Tie to BPD Plan | Pillar Five: Training and Education | Tie to BPD Plan | Pillar Six: Officer Safety and Wellness | Tie to BPD Plan |
| Bloomington Police Department Strategic Plan 2018 - 2020 | Establish a Culture of Transparency | G1 S1, G3 S1 | Collaborate with Community Members | G1 S1, G3 S1 | Identify and Assess New Technology | G2 S1, G4 S1 | Engage in Community Policing | G1 S1 | Involve Community in the Training Process | No | Provide all Officers with Tactical First Aid Kits | BPD Internal Policy |
| | Track and Analyze Community Trust | G3 S1 | Have Strategy for Officer Deployment to Reduce Crime | G1 S1, G1 S2, G2 S2 | Implement Social Media and Technology to Improve Effectiveness and Efficiency | G4 S1, G2 S1 | Adopt Strategies for Community Engagement | G2 S2, G3 S1 | Provide Leadership Training to Personnel Throughout Career | G5 S1 | Provide all Officers with Ballistic Vests | BPD Internal Policy |
| | Create a Diverse Workforce | G5 S1, G3 S1 | Increase Community Engagement | G1 S1, G3 S1 | | Affirm and Recognize the Voice of Youth in the Community | G1 S2 | Include mandatory CIT (Crisis Intervention Training) in Officer Training | G5 S1 | Implement Policy that Requires Officers Wear Seat Belts and Ballistic Vests | BPD Internal Policy | |
| | | | Have Clear Comprehensive Policy on Use of Force, Rifles, Etc. | G5 S1 | | Develop and Fund Youth Initiatives | G1 S2 | Conduct Training on Implicit Bias | G5 S1 | Use Internal Procedural Justice on All Policies and Interactions | Office of O.P.S., Internal Policy | |
| | | | Have Policy on External Independent Investigation on Officer Involved Shootings | G5 S1 | | | | Conduct Training on Cultural Responsiveness | G5 S1, G3 S1 | Collect Data on Officer Use of Force and Injuries | BPD Internal Policy | |
| | | | All Policies Should be Published to the Public | G5 S1 | | | | | | | | |
| | | Maintain a Periodic Review of Policies | G5 S1 | | | | | | | | | |



Goal 1

Reduce Crime and the Fear of Crime

STRATEGY 1 Develop Problem Oriented Policing project sites based on geographic regions with a greater than average number of crimes, calls for service, disorder events and higher than average risk of victimization. Individual officers and teams of officers will apply a variety of resources and techniques to reduce or eliminate criminal activity.

Action Plans:

- Crime and Intelligence Analysis Unit (CIAU) and Command Staff will analyze geographic regions of the City to identify locations with a high density of criminal incident reports and high priority repeat offenders. Multi-point crime analysis techniques will be utilized to identify, map, and resolve community problems, rather than just responding to calls for service in these areas.
- BPD responses on these projects will be driven by the Intelligence-led Policing and Problem Oriented Policing models. Problem Oriented Policing (POP) is a philosophy that empowers our officers to identify the various facets of a community problem and formulate a team based response. Solutions should also involve other City departments and/or community stakeholders.
- We will continue to communicate and share information within the Department as well as work with other City departments to conduct walk-and-talks in identified high crime neighborhoods.



Goal 1

Reduce Crime and the Fear of Crime

STRATEGY 2

We will work to reduce juvenile crimes across the city by working closely with community based delinquency projects, engage intervention-based youth programs and focus on violent habitual offenders.

Action Plans:

- Department personnel will identify “at-risk” youth and work with local youth intervention programs to provide a coordinated approach to reduce further youth offending.
- Work with external law enforcement agencies to monitor high risk youth offenders in our community.
- Continue to utilize School Resource Officers in local schools to facilitate school safety .
- Enhance youth crime investigation techniques by staying abreast of current social and legal issues involving juveniles.
- Continue participation in the Juvenile Justice Committee to identify possible systemic deficiencies and improve juvenile justice processes.

Goal 2



Improve the Quality of Life in Neighborhoods

STRATEGY 1

We will enhance traffic enforcement, driving conditions and improve overall road safety in Bloomington.

Action Plans:

- The Patrol Division and the Engineering Department will identify top accident sites in each patrol area so we can increase enforcement as needed. The Department will discuss traffic issues with City Staff, Transportation Committee and the Traffic Advisory Committee, a traffic safety work group that includes City, County, State and local groups.
- The department will continue its emphasis on Driving Under the Influence (DUI) and Driving While Intoxicated (DWI) enforcement using directed patrols in high accident locations and in the vicinity of establishments that serve alcohol.
- Make efforts to reduce incidents of distracted driving through social media awareness campaigns and specialized enforcement details.
- Partner with local social service agencies to increase awareness of the dangers to teen drivers who drive distracted.
- Expand the use of field deployed portable traffic flow analysis devices to areas of the City that receive public complaints of speeding or other moving violations.
- Assess the department's ability to move to an electronic ticketing platform in patrol vehicles.

Goal 2



Improve the Quality of Life in Neighborhoods

STRATEGY 2

The downtown area will be maintained as a safe environment through the use of patrol resources and public safety wireless camera technologies.

Action Plans:

- The Department's downtown detail will enforce alcohol-related City ordinances and educate the public and local businesses about the safe and responsible consumption and sales of alcohol.
- Use specialized downtown patrol details to deter street level disorder.
- Regularly conduct bar compliance checks in the downtown corridor.
- Work with local universities and student organizations to increase awareness about safe and legal consumption of alcohol.
- Increase the use of social media campaigns among student populations to bring about a greater awareness of the dangers of drinking and driving.
- Work with Information Services to increase the coverage area and number of Public Safety Cameras in the downtown corridor.
- Liaison with City Legal and local social services agencies to address the needs of homeless subjects in the downtown corridor.

Goal 3



Enhance Community and Police Partnerships

STRATEGY 1

We will engage community members and community groups through a variety of means to develop strategies in neighborhoods disproportionately affected by crime.

Action Plans:

- Continue to utilize the monthly citizen focus meetings led by the Chief of Police and directors from various other City departments.
- Increase citizen engagement where they work and live through specialized topic driven summits several times per year.
- Increase pro-social interactions with individual citizens and businesses during non-enforcement contacts.
- Publicize the beneficial outcomes and images of positive trust building contacts via our social media platforms and news releases.
- Evaluate the department's patrol deployment practices to allow sufficient time for patrol officers to participate in community engagement and Problem Oriented Policing.
- Increase officer's presence and participation at community events, school functions, church and business visits.
- Increase citizen and business awareness of Crime Prevention Through Environmental Design (CPTED). CPTED involves the examination of both old and new structures to determine if building design, landscaping or other structural factors contribute to crime at a location.
- Continue efforts to increase diversity within the department.

Goal 4



Maintain Advances in Law Enforcement Technology

STRATEGY 1

Review the varieties of technologies used both internally and externally to stay current with advancements to ensure we are serving the public most efficiently.

Action Plans:

- Evaluate the current departmental records system to assess system sustainability as we anticipate future reporting needs.
- Maintain an in-house technology committee tasked with evaluating changing technologies and their impacts on future budgets, policy implications and legal use.
- Evaluate, test and deploy body worn digital audio/video systems for use by patrol officers.
- Evaluate the current digital evidence storage system and assess the future needs for long term storage of all digital evidence by the department.
- Maintain training on ongoing advances in the use of social media and mobile data device technology as it pertains to criminal investigations.
- Expand the use theft deterrent technologies including the use of GPS based anti-theft devices.

Goal 5




Perform Professionally with Integrity

STRATEGY 1

Maintain a high level of public trust, demonstrate mutual respect, enhance departmental professionalism and increase departmental transparency.

Action Plans:

- After a comprehensive policy review is completed, publish all of the departmental policies on the police department's web site.
- Develop a comprehensive departmental training plan based on departmental policy.
- Expand departmental anti-bias training to include online employee refreshers and in-house training sessions.
- Seek department accreditation through the Illinois Law Enforcement Accreditation Program using the Office of Professional Standards.
- Ensure department-wide accountability by conducting monthly command reviews of operations and systems.
- Work with the HR department to revamp the current employee evaluation process.
- Ensure supervisors are consistently making decisions that are in-line with departmental policy.
- Create an internal critical incident review board that will review major incidents and update/modify impacted policies as needed.
- Continue to provide officers with de-escalation training.
- Work with members of the Public Safety Community Relations board.



**Bloomington
Police Department**

**Strategic Plan
2018 - 2020**

Council Overview

Chief Brendan O. Heffner
December 11, 2017

Correlations between BPD's plan and the president's "21st Century Policing Initiative"

| | | Presidents Task Force on 21st Century Policing | | | | | | | | | | |
|---|-------------------------------------|--|---|---------------------|---|-----------------|--|-----------------|--|-----------------|---|-----------------------------------|
| | | Tie to BPD Plan | Pillar Two: Policy / Oversight | Tie to BPD Plan | Pillar Three: Technology and Social Media | Tie to BPD Plan | Pillar Four: Community Policing and Crime Reduction | Tie to BPD Plan | Pillar Five: Training and Education | Tie to BPD Plan | Pillar Six: Officer Safety and Wellness | Tie to BPD Plan |
| Bloomington Police Department Strategic Plan 2018 - 2020 | Establish a Culture of Transparency | G1 S1, G3 S1 | Collaborate with Community Members | G1 S1, G3 S1 | Identify and Assess New Technology | G2 S1, G4 S1 | Engage in Community Policing | G1 S1 | Involve Community in the Training Process | No | Provide all Officers with Tactical First Aid Kits | BPD Internal Policy |
| | Track and Analyze Community Trust | G3 S1 | Have Strategy for Officer Deployment to Reduce Crime | G1 S1, G1 S2, G2 S2 | Implement Social Media and Technology to Improve Effectiveness and Efficiency | G4 S1, G2 S1 | Adopt Strategies for Community Engagement | G2 S2, G3 S1 | Provide Leadership Training to Personnel Throughout Career | G5 S1 | Provide all Officers with Ballistic Vests | BPD Internal Policy |
| | Create a Diverse Workforce | G5 S1, G3 S1 | Increase Community Engagement | G1 S1, G3 S1 | | | Affirm and Recognize the Voice of Youth in the Community | G1 S2 | Include mandatory CIT (Crisis Intervention Training) in Officer Training | G5 S1 | Implement Policy that Requires Officers Wear Seat Belts and Ballistic Vests | BPD Internal Policy |
| | | | Have Clear Comprehensive Policy on Use of Force, Rifles, Etc. | G5 S1 | | | Develop and Fund Youth Initiatives | G1 S2 | Conduct Training on Implicit Bias | G5 S1 | Use Internal Procedural Justice on All Policies and Interactions | Office of O.P.S., Internal Policy |
| | | | Have Policy on External Independent Investigation on Officer Involved Shootings | G5 S1 | | | | | Conduct Training on Cultural Responsiveness | G5 S1, G3 S1 | Collect Data on Officer Use of Force and Injuries | BPD Internal Policy |
| | | All Policies Should be Published to the Public | G5 S1 | | | | | | | | | |
| | | Maintain a Periodic Review of Policies | G5 S1 | | | | | | | | | |



Ref: Page 2

Plan Highlights - (*Goal 1, Strategy 1*)

- Continue to identify and resolve community problems rather than just respond to calls for service in high density crime areas.

Plan Highlights - (*Goal 1, Strategy 2*)

- Work with local youth intervention programs/agencies to provide a coordinated approach to reduce youth offending.



Ref: Page 3

Plan Highlights - (*Goal 2, Strategy 1*)

- Identify top accident sites and increase traffic enforcement as needed.
- Continue use of portable traffic flow analysis (speed) devices where complaints warrant deployment.



Ref: Page 4

Plan Highlights - (*Goal 2, Strategy 2*)

- Continue our focus on downtown safety to include specialized downtown patrols.
- Increase the coverage area and number of downtown Public Safety Cameras.
- Work with student organizations and universities to increase awareness of the dangers of drinking and driving.
- Currently re-initiating the downtown corridor neighborhood watch program.



Ref: Page 5

Plan Highlights - (*Goal 3, Strategy 1*)

- Conduct specialized topic driven citizen summits where they live and work (in addition to monthly Chief's Focus Meetings).
- Publicize the beneficial outcomes and images of positive trust building contacts via social media.
- Continue efforts to increase diversity within the department.



Ref: Page 6

Plan Highlights - (*Goal 4, Strategy 1*)

- Evaluate the current department records system to assess sustainability and future reporting needs.
- Evaluate current digital storage systems and assess long term solutions for all digital evidence.
- Finalize the body worn camera testing and deploy cameras department-wide.



Ref: Page 7

Plan Highlights - (*Goal 5, Strategy 1*)

- Expand departmental anti-bias training.
- Create an internal critical incident review board to review major incidents and update/modify impacted policies.
- Continue to provide officers with de-escalation training.
- Train and work with members of the Public Safety Community Relations Board.



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of an Ordinance approving the 2017 Tax Levy for the Bloomington Public Library

RECOMMENDATION/MOTION: That the Ordinance to adopt the 2017 Property Tax Levy in the amount of \$4,823,604, be approved and the Mayor and City Clerk authorized to execute the ordinance and any necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; Goal 5. Great Place-Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; Objective 2e. Investing in the City's future through a realistic, funded capital improvement program; Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents;

BACKGROUND: Year after year, the Library staff and the Library Board have continued to run an efficient budget by looking for ways to reduce expenses and to do more with less. The FY19 budget continues to run lean, reflecting a minimal levy increase of \$140,493, all of which will be transferred to the capital reserve fund. "The plan and purpose for said Capital Reserve Fund shall be for the expansion and improvement of library service by the development of a modern comprehensive library facility through expert studies and/or consultants, purchase of real estate site for buildings, construction of facility of the remodeling, repairing, improving or addition to existing facilities or for the purchase of necessary equipment and materials for or in anticipation of such expanded library facilities or all of these objects."

It is imperative for the Library to plan and save for the future. At a minimum, the necessary repairs and replacements over the next 5 years include replacing the roof, return air ducts, air handler, carpet, broken/worn furniture, garage driveway, parking lot curb, retaining wall, and lighting. The necessary repairs and replacements would total at least \$2,000,000.

The Library has adopted a policy to annually transfer 50% of the unexpended audited balance of the budgeted fund from the public library Maintenance and Operation Fund. As of 9/30/17, the Library's capital fund balance is \$2,430,086.59.

The Bloomington Public Library does not receive any sales tax revenues and the property tax rate is much lower than its nearby counterparts. The tax rates for FY18: Bloomington was .25296, Normal was .4515, Urbana was .5694, Champaign was .4222, and Peoria was .43032.

It is estimated that by increasing the 2017 dollar levy by \$140,493 it would increase a \$165,000 home owner's property tax by \$4.17 (or \$0.35 per month) and slightly increase the tax rate from the prior year. The Library is taking the most conservative approach to calculating the effect to property owners by using the Adjusted/Final 2016 EAV as an estimate for 2017 EAV*. Final property value increases will result in a lower overall tax rate and a lower tax bill increase for property owners.

| | |
|---|--|
| 2017 Tax formula Estimate (Preliminary EAV): | $\frac{\$ 4,823,604}{\$ 1,851,301,668} = 0.2606\%$ |
|---|--|

Historically, the Library's property tax levy represents approximately 3% of the resident's total tax bill.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The Library Board recommends the Council adopt the tax levy of \$4,823,604 which increases the overall levy by \$140,493 to support the Library services provide to all City of Bloomington residents.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jeanne Hamilton, Library Director

Financial & budgetary review by: Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- BPL 1B. Exhibit 1 – Estimated Tax Levy Proposals
- BPL 1C. Exhibit 2 – Estimated Impact to Homeowners
- BPL 1D. Exhibit 3 – Bloomington Public Library Budget in Brief
- BPL 1E. Exhibit 4 – FY19 Library Board of Trustees Approved Budget

- BPL 1F. Ordinance

Library - Exhibit 1: 2017 Proposed & Historical Tax Levy

| <i>Levy Type</i> | <i>2017 Proposed Tax Levy</i> | <i>2016 Adjusted Levy Amount</i> | <i>2015 Adjusted Levy Amount</i> | <i>2014 Adjusted Levy Amount</i> | <i>2013 Adjusted Levy Amount</i> | <i>2012 Adjusted Levy Amount</i> |
|-----------------------------|-----------------------------------|--|--|--|--|--|
| LIBRARY | \$ 4,823,604 | \$ 4,683,111 | \$ 4,546,800 | \$ 4,546,682 | \$ 4,546,793 | \$ 4,513,489 |
| Dollar Increase/(Decrease) | \$ 140,493 | \$ 136,311 | \$ 118 | \$ (111) | \$ 33,304 | \$ 12 |
| Percent Increase/(Decrease) | 3.00% | 3.00% | 0.00% | 0.00% | 0.74% | 0.00% |
| EAV | 1,851,301,668 | 1,851,301,668 | | | | |
| Estimated Tax Rate | 0.2606% | 0.2530% | 0.2510% | 0.2532% | 0.2581% | 0.2562% |

Library - Exhibit 2: 2016 Tax Levy Impact to the Taxpayer

Information Table

Prior Year Tax Levy \$ 4,683,111

Prior Year Tax Rate 0.2530%

Avg Home Value \$165,000

2017 Preliminary EAV \$1,851,301,668 ** The preliminary EAV is subject to change through the tax appeals process.**

| Proposed Levy Increase | Revised Levy | New Rate | Avg Home Value | Old Bill | New Bill | Increase /(Decrease) |
|------------------------|--------------|----------|----------------|----------|----------|-------------------------|
| \$140,493 | \$4,823,604 | 0.2606% | \$165,000 | \$139.13 | \$143.30 | \$4.17 |

Bloomington Public Library

Books are just the beginning.

Find

Use

See & Do

Participate

Library Budget in Brief

FY2019: 05/01/2018-04/30/2019

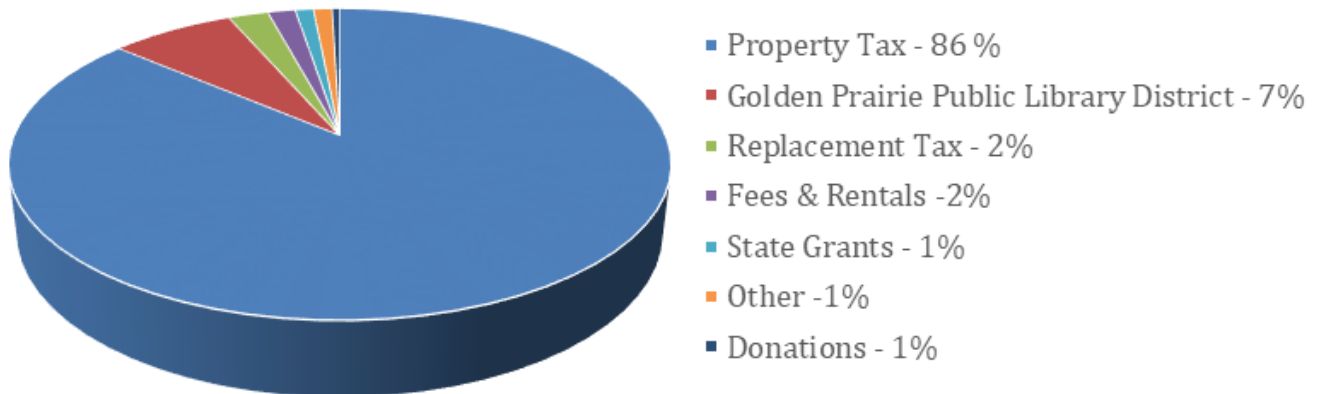
The Library's Mission:

To provide our diverse community with a helpful and welcoming place that offers equal access to the world of ideas and information and supports lifelong learning.

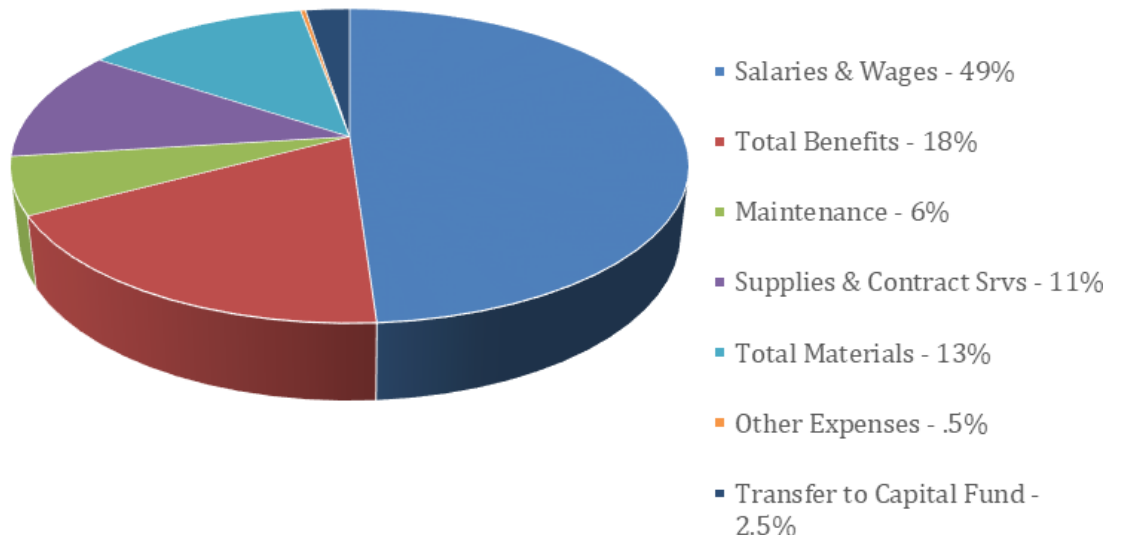
The Budget Process:

Per the Illinois State Law, the Bloomington Public Library has a nine-member governing board appointed by the Mayor and Council. The law specifies that library taxes are to be "levied by the corporate authorities in the amounts determined by the board and collected in like manner with other general taxes of the city, village, incorporated town or township and the proceeds shall be deposited in a special fund, which shall be known as the library fund" and "expenditures from the library fund shall be under the direction of the board of library trustees." In order to allow the Council to make an informed decision when approving the library tax levy, the Bloomington Public Library develops and adopts the relevant budget in advance. (See BPL 1E. Exhibit 4 – FY19 Library Board of Trustees Approved Budget.)

Revenues:



Expenses:



Bloomington Public Library

Books are just the beginning.

FY19 Levy Request:

Find

Use

See & Do

Participate

| | FY17 | FY18 | FY19 |
|--|----------------|----------------|----------------|
| Library Levy Request | \$4,546,710.00 | \$4,683,111.00 | \$4,823,604.00 |
| % Change in \$ amount from previous yr | 0.00% | 2.91% | 2.91% |
| Tax Rate | 0.251 | 0.25296 | 0.26055 |
| Tax Rate % Change from previous yr | 0.01% | 0.02% | 2.91% |
| Cost for Avg Home Value | \$138.05 | \$139.13 | \$143.30 |
| \$ Inc/Decr for Avg Home Value from previous yr | \$0.01 | \$1.08 | \$4.17 |

Year after year, the Library staff and the Library Board have continued to run an efficient budget by looking for ways to reduce expenses and to do more with less. The Board established a Capital Reserve fund in 2010 and since then has adopted a policy to annually transfer 50% of any unspent revenues to the capital reserve fund in preparation for necessary repairs, maintenance, or improvements. The Capital Reserve transfer amounts totaled: \$203,205.50 for FY13, \$76,119.11 for FY14, \$158,264.53 for FY15, and \$120,011.47 for FY16. While the Library Board and Staff have been dedicated to this lean approach, it is no longer possible to simply rely on frugal habits, it is time to commit to investing in the future.

Just as it is imperative to prepare for the future by saving for future repairs, replacements, and upgrades as a homeowner, it is imperative for the Library to plan and save for the future. If a commitment is made to move forward with an expansion project, the funds that we would invest in our capital fund would increase our project "down payment." The first project costs realized would be architectural fees to develop schematic designs. If a commitment is not made to move forward with an expansion project, the Library still would need to fund repairs and replacements in our existing building. The necessary repairs and replacements over the next 5 years include replacing the roof, return air ducts, air handler, carpet, broken/worn furniture, garage driveway, parking lot curb, retaining wall, and lighting. The necessary repairs and replacements would total at least \$2,000,000.

As you see in the FY19 Budget adopted by the Library Board (appendix A), the budget reflects cost saving measures in all budget areas, allowing for a flat budget. The budget increase is entirely reflected in the \$140,493 transfer to the Capital Fund.

Bloomington Public Library

Books are just the beginning.



Bloomington Public Library in perspective:

| Comparison of Library Taxes (Comparable in size and proximity) | | | | | | |
|--|--------------------------|---------------------|---------------|-----------------------|-------------------------|--------------------------|
| City/Town | Library Tax Rates (2017) | Avg. Household Size | Population | Levy Amount | Avg. Cost per Household | Total Circulation (FY15) |
| Urbana | 0.5694 | 2.02 | 41,250 | \$3,162,553.00 | \$154.87 | 804,040 |
| Normal | 0.4526 | 2.45 | 52,497 | \$3,903,800.00 | \$182.19 | 661,320 |
| Peoria | 0.43032 | 2.36 | 115,007 | \$6,762,000.00 | \$138.76 | 1,242,037 |
| Champaign | 0.4222 | 2.25 | 81,055 | \$6,704,000.00 | \$186.10 | 2,055,278 |
| Bloomington | 0.25296 | 2.35 | 76,610 | \$4,683,111.00 | \$143.65 | 1,430,682 |

In FY18, the Library was less than 3% of a City of Bloomington taxpayers' bill and four taxing bodies collected larger percentages of the tax bill than the Library:



Supporting Information:

"There's empirical evidence that usage tracks investment. If libraries receive more public funds, more people use them. And if governments invest less in its libraries (as they have since 2009), fewer people visit—though the drop-in visits from disinvestment isn't as strong as the rise from investment would be."¹

¹ Meyer, Robinson. "Fewer Americans Are Visiting Local Libraries-and Technology Isn't to Blame." The Atlantic, 14 Apr. 2016, www.theatlantic.com/technology/archive/2016/04/americans-like-their-libraries-but-they-use-them-less-and-less-pew/477336/.

BPL 1E, Exhibit 4 – FY19 Library Board of Trustees Approved Budget

LIBRARY

MAINTENANCE & OPERATING BUDGET

FISCAL YEAR 2017-2019

| Account Number | Account Title | FY 17 Actual | FY 18 Budget | FY 19 Proposed | \$ Diff From FY 18 to FY 19 Budget | % Diff From FY 18 to FY 19 Budget |
|----------------|-------------------------------|------------------|------------------|------------------|------------------------------------|-----------------------------------|
| 50110 | Property Taxes | 4,535,940 | 4,683,111 | 4,823,604 | 140,493 | 3.0 |
| 53020 | Replacement Tax | 130,400 | 130,400 | 130,400 | - | - |
| 53120 | State Grants | 59,055 | 59,000 | 59,000 | - | - |
| 53370 | From Golden Prairie PL Dist | 381,470 | 400,000 | 405,000 | 5,000 | 1.3 |
| 54490 | Library Fees & Rentals | 70,407 | 85,000 | 87,000 | 2,000 | 2.4 |
| 54720 | Copies | 3,182 | 3,500 | 3,000 | (500) | (14.3) |
| 56010 | Interest from Investments | 18,236 | 5,000 | 15,000 | 10,000 | 200.0 |
| 56020 | Interst From Taxes | 27 | - | 0 | - | --- |
| 57110 | Sale of Property | 638 | 1,000 | 1,000 | - | - |
| 57310 | Donations | 33,203 | 27,150 | 25,000 | (2,150) | (7.9) |
| 57610 | Cash Over/Short | 32 | - | 0 | - | --- |
| 57990 | Other Misc Income | 48,967 | 41,200 | 45,000 | 3,800 | 9.2 |
| | Fr Library Fund Balance | - | - | 0 | - | --- |
| | Fr Library Fixed Asset Fund | - | - | 0 | - | --- |
| | Total Revenues | 5,281,557 | 5,435,361 | 5,594,004 | 158,643 | 2.9 |
| 61100 | Full Time Salaries | 2,037,896 | 2,139,895 | 2,221,893 | 81,998 | 3.8 |
| 61110 | Part Time Salaries | 366,676 | 435,888 | 453,622 | 17,734 | 4.1 |
| 61130 | Seasonal Salaries | 48,180 | 62,005 | 61,224 | (781) | (1.3) |
| 61150 | Overtime Salaries | - | 1,100 | 1,100 | - | - |
| 62101 | Dental Insurance | 11,380 | 13,122 | 14,952 | 1,830 | 13.9 |
| 62102 | Vision Insurance | 2,406 | 2,155 | 2,651 | 496 | 23.0 |
| 62104 | Health Insurance PPO BC/BS | 280,709 | 236,544 | 326,236 | 89,692 | 37.9 |
| 62106 | Health Insurance HAMP HMO | 70,375 | 84,996 | 61,134 | (23,862) | (28.1) |
| 62110 | Life Insurance | 2,846 | 3,100 | 3,081 | (19) | (0.6) |
| 62120 | IMRF | 298,245 | 318,417 | 330,618 | 12,201 | 3.8 |
| 62130 | FICA | 143,898 | 170,762 | 177,143 | 6,381 | 3.7 |
| 62140 | Medicare | 33,654 | 38,248 | 36,805 | (1,443) | (3.8) |
| 62160 | Worker's Comp | 13,740 | 17,075 | 17,411 | 336 | 2.0 |
| 62190 | Staff Uniforms | 426 | 700 | 700 | - | - |
| 62210 | Tuition Reimbursement | 488 | 20,000 | 25,000 | 5,000 | 25.0 |
| 62990 | Other Benefits | 10,886 | 20,000 | 20,000 | - | - |
| 70420 | Equipment Rental | 20,590 | 30,000 | 22,000 | (8,000) | (26.7) |
| 70510 | Building Maintenance | 78,083 | 123,600 | 125,641 | 2,041 | 1.7 |
| 70520 | Vehicle Maintenance | 6,371 | 5,500 | 6,000 | 500 | 9.1 |
| 70530 | Office/Equipment Maintenance | 118,462 | 169,950 | 175,000 | 5,050 | 3.0 |
| 70610 | Advertising | 47,402 | 33,000 | 40,000 | 7,000 | 21.2 |
| 70611 | Printing/Binding | 12,496 | 19,570 | 20,000 | 430 | 2.2 |
| 70630 | Travel | 86 | 1,000 | 1,000 | - | - |
| 70631 | Membership Dues | 3,808 | 5,150 | 6,000 | 850 | 16.5 |
| 70632 | Professional Development | 5,992 | 14,000 | 14,500 | 500 | 3.6 |
| 70690 | Other Purchased Services | 174,014 | 130,000 | 132,000 | 2,000 | 1.5 |
| 70714 | Property Insurance | 20,247 | 25,000 | 25,000 | - | - |
| 70715 | Vehicle Insurance | 3,833 | 4,200 | 6,000 | 1,800 | 42.9 |
| 70790 | Other Insurance | 5,067 | 5,700 | 6,000 | 300 | 5.3 |
| 71010 | Office Supplies | 10,604 | 15,000 | 19,100 | 4,100 | 27.3 |
| 71013 | Computer Supplies | 57,744 | 82,400 | 84,900 | 2,500 | 3.0 |
| 71015 | Copier Supplies | 3,265 | 3,500 | - | (3,500) | (100.0) |
| 71017 | Postage | 12,509 | 12,360 | 12,000 | (360) | (2.9) |
| 71020 | Library Supplies | 70,960 | 77,250 | 80,000 | 2,750 | 3.6 |
| 71024 | Janitorial Supplies | 9,203 | 16,480 | 17,000 | 520 | 3.2 |
| 71070 | Fuel | 1,975 | 4,500 | 4,500 | - | - |
| 71080 | Bldg & Maint Supplies | 8,510 | 10,300 | 10,600 | 300 | 2.9 |
| 71310 | Natural Gas | 18,130 | 25,000 | 22,000 | (3,000) | (12.0) |
| 71320 | Electricity | 90,762 | 89,000 | 95,000 | 6,000 | 6.7 |
| 71330 | Water | 6,487 | 8,500 | 10,000 | 1,500 | 17.6 |
| 71340 | Telecommunications | 33,845 | 35,000 | 35,500 | 500 | 1.4 |
| 71410 | Professional Collection | 1,087 | 1,000 | 1,200 | 200 | 20.0 |
| 71420 | Periodicals | 35,487 | 38,000 | 38,000 | - | - |
| 71430 | Adult Books | 172,608 | 162,000 | 170,000 | 8,000 | 4.9 |
| 71440 | Children's Books | 116,500 | 130,000 | 135,000 | 5,000 | 3.8 |
| 71470 | A/V Materials | 158,209 | 147,000 | 145,000 | (2,000) | (1.4) |
| 71480 | Public Access Software | 144,567 | 148,000 | 155,000 | 7,000 | 4.7 |
| 71490 | Ebooks | 69,590 | 70,000 | 70,000 | - | - |
| 79120 | Employee Relations | 2,060 | 6,180 | 6,400 | 220 | 3.6 |
| 79990 | Other Misc. Expenses | 9,281 | 9,270 | 9,600 | 330 | 3.6 |
| 89112 | To ERI Reimbursement | 36,732 | - | - | - | --- |
| 89237 | To Library Equip Replacement | 122,104 | 213,944 | - | (213,944) | (100.0) |
| | To Capital Fund | - | - | 140,493 | 140,493 | --- |
| | Total Expenses | 5,010,475 | 5,435,361 | 5,594,004 | 158,643 | 2.9 |
| | Total Revenues | 5,281,557 | 5,435,361 | 5,594,004 | 158,643 | 2.9 |
| | Rev Over Exp (Surplus) | 271,082 | (0) | - | - | - |

ORDINANCE 2017 - ____

**AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON –
LIBRARY, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING
MAY 1, 2017 AND ENDING APRIL 30, 2018 FOR THE CITY OF BLOOMINGTON**

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

Section One: (a) The sum of four million six hundred eighty-three thousand one hundred eleven dollars (\$4,823,604) being the total sum of the appropriation heretofore legal made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois beginning May 1, 2017 and ending April 30, 2018 for the Public Library as appropriated for the fiscal year beginning May 1, 2017 and ending April 30, 2018 as passed by the City Council of said City at its regular meeting held on the 10th of April, 2017, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation “Amount to be raised by Taxation,” the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON – LIBRARY, MCLEAN COUNTY, ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2017 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

| | |
|---------------------|-------------|
| Public Library Fund | \$4,823,604 |
|---------------------|-------------|

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2017 and ending April 30, 2018.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in Section 1(b), the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

Passed this 11th day of December, 2017.

Approved this ___ day of December, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of an Ordinance approving the 2017 Tax Levy for the City of Bloomington.

RECOMMENDATION/MOTION: That the Ordinance adopting the 2017 Property Tax Levy in the amount of \$20,061,384, be approved and the Mayor and City Clerk authorized to execute the ordinance and any necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: The calculation of the rate is produced by taking the numerator the tax levy, a fixed amount, and dividing that into the EAV (equalized assessed value). The Final EAV will not be produced until January 1st, 2018 therefore the City must adopt its levy based on preliminary estimates.

| | |
|------------------------|--|
| Tax formula: | $\frac{\text{Dollar Amount Requested/Levied}}{\text{Preliminary EAV}} = \text{Tax Rate}$ |
| 2017 Proposed Tax Levy | $\frac{\$ 20,061,384}{\$ 1,851,302,063} = 1.0836\%$ |

Note: no increase in the tax levy is proposed.

Historically, the City has utilized the preliminary EAV for the upcoming tax year, however this year to be conservative the City will not increase the EAV. Large tax appeals and new legislation allowing for greatly expanded exemptions for disabled veterans led to a \$13M decrease in EAV between the preliminary and final EAV last year. Taking this approach should strengthen the accuracy of estimated tax rates.

Tax Levy Procedure:

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35 ILCS 200/18-60), the City must formally adopt an *estimated* tax levy not less than 20 days prior to the adoption of the final tax levy. The estimated levy was adopted on November 13, 2017. Section -85 requires said estimate be compared to the prior year aggregate levy (excluding amounts for bond debt

service) and if a 5% increase exists then a public hearing in addition to a public notice must occur. The levy did not increase.

The final tax levy ordinance and tax abatements must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December which is December 26th. The City can abate debt service payments needed to keep the bond and interest portion of the levy flat which has been done historically. By bond covenant any debt service payments abated are guaranteed from other revenues sources.

The City adopts its tax levy based on a preliminary EAV provided by the Bloomington Township which is subject to the tax appeals process. The Final EAV is completed by January 1st, 2018. The tax rate generated is later applied to individual property owner's tax bills on April 1st, 2018 and bills are sent out on May 1st due by June 1st and September 1st.

COUNCIL COMMITTEE BACKGROUND: N/A

FINANCIAL IMPACT/ANALYSIS: Finance recommends the Council adopt the tax levy of \$20,061,384. The tax rate is projected to remain at or below the prior year's rate of 1.0836%.

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Sr. Budget Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- FIN 1B - Ordinance 2017 Estimated City Tax Levy
- FIN 1C - Exhibit 2017 Proposed & Historical Tax Levy

ORDINANCE 2017 - ____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2017 AND ENDING APRIL 30, 2018 FOR THE CITY OF BLOOMINGTON

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

Section One. (a) The sum of Twenty Million, Sixty-one Thousand and Three Hundred Eighty Four dollars (\$20,061,384) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2017 and ending April 30, 2018, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2017 and ending April 30, 2018 as passed by the City Council of said City at its regular meeting held on the 10th of April, 2017, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2017 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

| | | |
|-------|------------------------------------|--------------------|
| I. | General Corporate Purposes | \$2,112,450 |
| II. | Police Protection Fund | \$1,526,473 |
| III. | Fire Protection Fund | \$1,900,228 |
| IV. | Public Parks | \$1,001,454 |
| V. | Fire Pension Fund | \$4,196,000 |
| VI. | Police Pension Fund | \$4,008,000 |
| VII. | Illinois Municipal Retirement Fund | \$1,855,626 |
| VIII. | FICA Taxes Fund | \$1,281,010 |
| IX. | General Bond and Interest | <u>\$2,180,143</u> |
| | | \$20,061,384 |

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the

appropriate tax books for the fiscal year of said City beginning May 1, 2017 and ending April 30, 2018.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$20,061,384.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

PASSED this 11th day of December, 2017.

APPROVED this ____ day of December, 2017.

APPROVED:

Tari Renner
Mayor

ATTEST:

APPROVED AS TO FORM

Cherry L. Lawson
City Clerk

Jeffery R. Jurgens
Corporation Counsel

**TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK**

I, the undersigned, hereby certify that I am the presiding officer of _____

_____, (Legal Name of Taxing District), and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____

Presiding Officer: _____

City - Exhibit 1: 2017 Proposed & Historical Tax Levy

| <i>Levy Type</i> | <i>2017 Proposed Tax Levy</i> | <i>2016 Levy</i> | <i>2015 Levy</i> | <i>2014 Levy</i> | <i>2013 Levy</i> | <i>2012 Levy</i> |
|-----------------------------|---------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| BONDS & INTEREST | \$ 2,180,143 | \$ 2,180,143 | \$ 2,180,143 | \$ 2,180,246 | \$ 2,201,965 | \$ 2,180,287 |
| FIRE PENSION | \$ 4,196,000 | \$ 4,196,000 | \$ 4,196,000 | \$ 4,196,026 | \$ 3,945,921 | \$ 2,908,399 |
| FIRE PROTECTION | \$ 1,900,228 | \$ 1,900,228 | \$ 1,355,228 | \$ 1,183,218 | \$ 1,183,248 | \$ 1,183,161 |
| GENERAL CORPORATE | \$ 2,112,450 | \$ 2,112,450 | \$ 1,287,233 | \$ 1,287,176 | \$ 1,287,181 | \$ 2,901,176 |
| IMRF | \$ 1,855,626 | \$ 1,855,626 | \$ 2,502,907 | \$ 2,502,893 | \$ 2,502,841 | \$ 2,502,855 |
| POLICE PENSION | \$ 4,008,000 | \$ 4,008,000 | \$ 4,008,000 | \$ 4,008,040 | \$ 3,757,961 | \$ 3,181,640 |
| POLICE PROTECTION | \$ 1,526,473 | \$ 1,526,473 | \$ 1,526,421 | \$ 1,354,507 | \$ 1,354,473 | \$ 1,354,399 |
| PUBLIC PARKS | \$ 1,001,454 | \$ 1,001,454 | \$ 1,001,415 | \$ 1,001,337 | \$ 1,001,454 | \$ 1,001,353 |
| SOCIAL SECURITY | \$ 1,281,010 | \$ 1,281,010 | \$ 1,459,009 | \$ 1,459,003 | \$ 1,458,934 | \$ 1,459,044 |
| TOTALS | \$ 20,061,384 | \$ 20,061,384 | \$ 19,516,356 | \$ 19,172,446 | \$ 18,693,978 | \$ 18,672,314 |
| Dollar Increase/(Decrease) | \$ - | \$ 545,028 | \$ 343,910 | \$ 478,468 | \$ 21,664 | \$ (401,010) |
| Percent Increase/(Decrease) | 0.00% | 2.79% | 1.79% | 2.56% | 0.12% | -2.10% |
| EAV | 1,851,302,063 | 1,851,302,063 | | | | |
| Estimated Tax Rate | 1.0836% | 1.0836% | 1.0773% | 1.0678% | 1.0612% | 1.0599% |



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: December 11, 2017

SUBJECT: Consideration of approving two Resolutions for the abatement of property taxes totaling \$5,360,252.50.

RECOMMENDATION/MOTION: That the following two Resolutions be approved and the Mayor and City Clerk be authorized to execute the Resolutions:

- (1) A Resolution abating all or a portion of the taxes levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois, and
- (2) A Resolution abating a Tax Levy for rent payable under lease agreement between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the expansion of the parking garage.

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

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

BACKGROUND: The adoption of the proposed resolutions are required to abate property tax for debt service and rental payments the City intends to pay from funding sources other than property tax revenue. The City’s bond ordinances secure issued debt with property tax revenue; unless sufficient funds are available elsewhere to secure the debt. This covenant which guarantees payment to investors increases the marketability of City bonds and reaps potentially lower interest rates on debt service payments. A Council action is required to abate the Bond & Interest portion of the tax levy which must be filed with the County Clerk’s office. We recommend abating \$5,360,252.50 of the 2017 tax levy for annual debt service and rental payments whereas the City has funds set aside to cover this balance.

| | 2017 Levy Amount as per County Clerk | Abated these Resolutions | Balance to be Levied for 2017 |
|--------------|--|-----------------------------|----------------------------------|
| PBC Lease | \$ 2,003,857.00 | \$ 2,003,857.00 | \$ - |
| 2005 GO Bond | \$ 740,898.00 | \$ 740,898.00 | \$ - |
| 2007 GO Bond | \$ 278,238.00 | \$ - | \$ 278,238.00 |
| 2009 GO Bond | \$ 118,400.00 | \$ - | \$ 118,400.00 |
| 2011 GO Bond | \$ - | | \$ - |

| | | | |
|------------------------|-----------------|-----------------|-----------------|
| 2013A Refunding Bond | \$ 812,100.00 | \$ - | \$ 812,100.00 |
| 2013C GO Bonds | \$ 1,161,450.00 | \$ 190,045.00 | \$ 971,405.00 |
| 2014A & 2014B Bonds | \$ 1,413,292.50 | \$ 1,413,292.50 | \$ - |
| 2017 GO Refunding Bond | \$ 1,012,160.00 | \$ 1,012,160.00 | \$ - |
| | | | |
| Total | \$ 7,540,395.50 | \$ 5,360,252.50 | \$ 2,180,143.00 |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT/ANALYSIS: The City will abate \$5,360,252.50 in annual debt service and rent and levy only \$2,180,143 in the 2017 property tax levy or approximately 29% of total annual debt service. The City has historically levied \$2,180,143 for debt service since levy year 2008 or for the last 10 years.

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Sr. Budget Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review: Kyle Harding, Bond Counsel, Chapman and Cutler LLP

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- A Resolution abating all or a portion of the taxes levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois, and
- A Resolution abating a Tax Levy for rent payable under lease agreement between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the expansion of the parking garage.

RESOLUTION NO. 2017-_____

A RESOLUTION abating all or a portion of the taxes heretofore levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.

* * *

WHEREAS, the City Council (the "*City Council*") of the City of Bloomington, McLean County, Illinois (the "*City*"), by ordinances of the City Council adopted on the 24TH of July, 2017, 14th day of July, 2014, 14th day of October, 2013, 9th day of November, 2009, 23rd day of July, 2007, and 24th day of October, 2005, (as supplemented, the "*Bond Ordinances*"), has heretofore issued and has outstanding its general obligation bonds, as further described on Exhibit A attached hereto (collectively, the "*Bonds*"); and

WHEREAS, duly certified copies of the Bond Ordinances were filed in the office of the County Clerk of The County of McLean, Illinois (the "*County Clerk*"); and

WHEREAS, the City Council has determined and does hereby determine that the City has funds on hand and lawfully available (the "*Available Funds*") to pay all or a portion of the principal of and interest on the Bonds due on December 1, 2018, and on June 1, 2019 (collectively, the "*Debt Service Payments*"); and

WHEREAS, the City Council has further determined and does hereby further determine that it is necessary and in the best interests of the City to apply the Available Funds to the Debt Service Payments and abate all or a portion of the taxes heretofore levied in the Bond Ordinances for the year 2017 for the Debt Service Payments; and

WHEREAS, the Available Funds have been deposited to the credit of the bond and interest funds of the City established pursuant to the Bond Ordinances for the purpose of paying principal of and interest on the Bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Abatement of Tax. The taxes heretofore levied in the Bond Ordinances for the year 2017 shall be abated by the amount of the Available Funds, as more particularly described in Exhibit B attached hereto.

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution, the City Clerk shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate the taxes heretofore levied in the Bond Ordinances for the year 2017 in accordance with the provisions hereof.

Section 4. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the City Council and signing and approval by the Mayor.

ADOPTED by the City Council on the _____, 2017.

APPROVED on the _____, 2017.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST:

Cherry L. Lawson, City Clerk

EXHIBIT A

THE BONDS, DESCRIBED AS FOLLOWS:

I. TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

Original principal amount: \$14,920,000 – Series 2013A
 \$9,700,000 – Series 2014B

Dated: September 4, 2014

Originally issued: September 4, 2014

Amount outstanding: \$22,585,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

\$13,820,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2018 | 565,000 | 3.00 |
| 2019 | 645,000 | 3.00 |
| 2020 | 635,000 | 3.00 |
| 2021 | 735,000 | 3.00 |
| 2022 | 845,000 | 3.00 |
| 2023 | 935,000 | 3.00 |
| 2024 | 900,000 | 3.15 |
| 2025 | 675,000 | 3.75 |
| 2026 | 695,000 | 3.75 |
| 2027 | 725,000 | 3.75 |
| 2028 | 755,000 | 3.75 |
| 2029 | 785,000 | 3.75 |
| 2030 | 815,000 | 4.15 |
| 2031 | 850,000 | 4.15 |
| 2032 | 890,000 | 4.15 |
| 2033 | 925,000 | 4.15 |
| 2034 | 965,000 | 4.15 |

\$9,245,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2018 | \$100,000 | 3.00 |
| 2020 | 160,000 | 3.00 |
| 2021 | 160,000 | 3.00 |
| 2022 | 160,000 | 3.00 |
| 2023 | 150,000 | 3.00 |
| 2024 | 320,000 | 3.00 |
| 2025 | 700,000 | 3.00 |
| 2026 | 820,000 | 3.00 |
| 2027 | 930,000 | 3.00 |
| 2028 | 1,050,000 | 3.00 |
| 2029 | 535,000 | 3.25 |
| 2030 | 630,000 | 3.50 |
| 2031 | 720,000 | 3.75 |
| 2032 | 830,000 | 3.75 |
| 2033 | 930,000 | 3.75 |
| 2034 | 1,050,000 | 3.75 |

II. GENERAL OBLIGATION BOND, SERIES 2013C

Original principal amount: \$9,225,000 – Series 2013C
Dated: November 12, 2013
Originally issued: November 12, 2013
Amount outstanding: \$6,375,000

Maturing on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2018 | 990,000 | 2.00 |
| 2019 | 1,015,000 | 3.00 |
| 2020 | 1,045,000 | 3.00 |
| 2021 | 1,075,000 | 3.00 |
| 2022 | 1,110,000 | 3.00 |
| 2023 | 1,140,000 | 3.00 |

III. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A

Original principal amount: \$7,800,000
Dated: October 29, 2013
Originally issued: October 29, 2013
Amount outstanding: \$3,800,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2018 | 970,000 | 4.00 |
| 2019 | 720,000 | 4.00 |
| 2020 | 725,000 | 3.00 |
| 2021 | 720,000 | 3.00 |
| 2022 | 335,000 | 3.00 |
| 2023 | 330,000 | 3.00 |

IV. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009

Original principal amount: \$2,840,000
Dated: November 30, 2009
Originally issued: November 30, 2009
Amount outstanding: \$2,840,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2025 | \$840,000 | 4.125 |
| 2026 | 1,000,000 | 4.125 |
| 2027 | 1,000,000 | 4.250 |

V. GENERAL OBLIGATION BONDS, SERIES 2007

Original principal amount: \$10,000,000
Dated: August 29, 2007
Originally issued: August 29, 2007
Amount outstanding: \$7,575,000

Maturing (or subject to mandatory redemption) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2018 | 370,000 | 4.000 |
| 2019 | 390,000 | 4.125 |
| 2020 | 405,000 | 4.125 |
| 2021 | 420,000 | 4.125 |
| 2022 | 435,000 | 4.125 |
| 2023 | 455,000 | 4.250 |
| 2024 | 475,000 | 4.250 |
| 2025 | 495,000 | 4.375 |
| 2026 | 520,000 | 4.375 |
| 2027 | 540,000 | 4.375 |
| 2028 | 560,000 | 4.500 |
| 2029 | 585,000 | 4.500 |
| 2030 | 615,000 | 4.500 |
| 2031 | 640,000 | 4.500 |
| 2032 | 670,000 | 4.500 |

VI. GENERAL OBLIGATION BONDS, SERIES 2005

Original principal amount: \$9,900,000
Dated: November 10, 2005
Originally issued: November 10, 2005
Amount outstanding: \$5,065,000

Maturing on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2018 | 550,000 | 3.875 |
| 2019 | 570,000 | 3.875 |
| 2020 | 595,000 | 3.875 |
| 2021 | 620,000 | 3.950 |
| 2022 | 640,000 | 4.000 |
| 2023 | 670,000 | 4.050 |
| 2024 | 695,000 | 4.050 |
| 2025 | 725,000 | 4.100 |

VII. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017

Original principal amount: \$7,240,000
Dated: July 28, 2017
Originally issued: July 28, 2017
Amount outstanding: \$7,240,000

Maturing (or subject to redemption) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>RATE (%)</u> |
|-------------|--------------------|-----------------|
| 2018 | 940,000 | 1.30 |
| 2019 | 900,000 | 1.47 |
| 2020 | 1,000,000 | 1.57 |
| 2021 | 1,000,000 | 1.68 |
| 2022 | 1,100,000 | 1.81 |
| 2023 | 1,100,000 | 1.96 |
| 2024 | 1,200,000 | 2.08 |

EXHIBIT B

TAXES LEVIED AND TO BE ABATED:

I. TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

| <u>LEVY YEAR</u> | <u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u> | <u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u> | <u>AMOUNT OF TAX NOW ABATED (\$)</u> | <u>AMOUNT OF TAX TO BE EXTENDED (\$)</u> |
|----------------------|---|---|--|--|
| 2017 | 3,200,000.00 | 1,786,707.50 | 1,413,293.00 | 0.00 |
| 2018 | 3,200,000.00 | 1,656,057.50 | 0.00 | 1,543,942.50 |
| 2019 | 3,200,000.00 | 1,579,907.50 | 0.00 | 1,620,092.50 |
| 2020 | 3,200,000.00 | 1,496,757.50 | 0.00 | 1,703,242.50 |
| 2021 | 3,200,000.00 | 1,446,907.00 | 0.00 | 1,753,093.00 |
| 2022 | 3,200,000.00 | 1,344,457.50 | 0.00 | 1,855,542.50 |
| 2023 | 3,200,000.00 | 1,227,407.50 | 0.00 | 1,972,592.50 |
| 2024 | 3,200,000.00 | 1,133,720.00 | 0.00 | 2,066,280.00 |
| 2025 | 3,200,000.00 | 1,044,382.50 | 0.00 | 2,155,617.50 |
| 2026 | 3,200,000.00 | 949,470.00 | 0.00 | 2,250,530.00 |
| 2027 | 3,200,000.00 | 1,494,282.50 | 0.00 | 1,705,717.50 |
| 2028 | 3,200,000.00 | 1,416,107.50 | 0.00 | 1,783,892.50 |
| 2029 | 3,200,000.00 | 1,346,980.00 | 0.00 | 1,853,020.00 |
| 2030 | 3,200,000.00 | 1,259,255.00 | 0.00 | 1,940,745.00 |
| 2031 | 3,200,000.00 | 1,192,315.00 | 0.00 | 2,007,685.00 |
| 2032 | 3,200,000.00 | 1,105,577.50 | 0.00 | 2,094,422.50 |

II. GENERAL OBLIGATION BONDS, SERIES 2013C

| <u>LEVY YEAR</u> | <u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u> | <u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u> | <u>AMOUNT OF TAX NOW ABATED (\$)</u> | <u>AMOUNT OF TAX TO BE EXTENDED (\$)</u> |
|----------------------|---|---|--|--|
| 2017 | 1,700,000.00 | 538,550.00 | 190,045.00 | 971,405.00 |
| 2018 | 1,700,000.00 | 538,675.00 | 0.00 | 1,161,325.00 |
| 2019 | 1,700,000.00 | 539,575.00 | 0.00 | 1,160,425.00 |
| 2020 | 1,700,000.00 | 541,375.00 | 0.00 | 1,158,625.00 |
| 2021 | 1,700,000.00 | 539,150.00 | 0.00 | 1,160,850.00 |
| 2022 | 1,700,000.00 | 542,900.00 | 0.00 | 1,157,100.00 |
| 2023 | 1,700,000.00 | 1,700,000.00 | 0.00 | 0.00 |
| 2024 | 1,700,000.00 | 1,700,000.00 | 0.00 | 0.00 |
| 2025 | 1,700,000.00 | 1,700,000.00 | 0.00 | 0.00 |
| 2026 | 1,700,000.00 | 1,700,000.00 | 0.00 | 0.00 |
| 2027 | 1,700,000.00 | 1,700,000.00 | 0.00 | 0.00 |

III. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A

| <u>LEVY YEAR</u> | <u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u> | <u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u> | <u>AMOUNT OF TAX NOW ABATED (\$)</u> | <u>AMOUNT OF TAX TO BE EXTENDED (\$)</u> |
|----------------------|---|---|--|--|
| 2017 | 1,600,000.00 | 787,900.00 | 0.00 | 812,100.00 |
| 2018 | 1,600,000.00 | 811,700.00 | 0.00 | 788,300.00 |
| 2019 | 1,600,000.00 | 838,450.00 | 0.00 | 761,550.00 |
| 2020 | 1,600,000.00 | 1,245,050.00 | 0.00 | 354,950.00 |
| 2021 | 1,600,000.00 | 1,260,100.00 | 0.00 | 339,900.00 |

IV. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009

| <u>LEVY YEAR</u> | <u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u> | <u>AMOUNT OF TAX NOW ABATED (\$)</u> | <u>AMOUNT OF TAX TO BE EXTENDED (\$)</u> |
|----------------------|---|--|--|
| 2017 | 118,400.00 | 0.00 | 118,400.00 |
| 2018 | 118,400.00 | 0.00 | 118,400.00 |
| 2019 | 118,400.00 | 0.00 | 118,400.00 |
| 2020 | 118,400.00 | 0.00 | 118,400.00 |
| 2021 | 118,400.00 | 0.00 | 118,400.00 |
| 2022 | 118,400.00 | 0.00 | 118,400.00 |
| 2023 | 958,400.00 | 0.00 | 958,400.00 |
| 2024 | 1,083,750.00 | 0.00 | 1,083,750.00 |
| 2025 | 1,042,500.00 | 0.00 | 1,042,500.00 |

V. GENERAL OBLIGATION BONDS, SERIES 2007

| LEVY YEAR | AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$) | AMOUNT OF TAX PREVIOUSLY ABATED (\$) | AMOUNT OF TAX NOW ABATED (\$) | AMOUNT OF TAX TO BE EXTENDED (\$) |
|--------------|---|--|-------------------------------------|--|
| 2017 | 875,000.00 | 596,762.00 | 0.00 | 278,238.00 |
| 2018 | 875,000.00 | 598,156.00 | 0.00 | 276,844.00 |
| 2019 | 875,000.00 | 599,756.00 | 0.00 | 275,244.00 |
| 2020 | 875,000.00 | 601,562.00 | 0.00 | 273,438.00 |
| 2021 | 875,000.00 | 598,575.00 | 0.00 | 276,425.00 |
| 2022 | 875,000.00 | 601,225.00 | 0.00 | 273,775.00 |
| 2023 | 875,000.00 | 599,087.00 | 0.00 | 275,913.00 |
| 2024 | 875,000.00 | 597,618.00 | 0.00 | 277,382.00 |
| 2025 | 875,000.00 | 601,587.00 | 0.00 | 273,413.00 |
| 2026 | 875,000.00 | 600,775.00 | 0.00 | 274,225.00 |
| 2027 | 875,000.00 | 600,675.00 | 0.00 | 274,325.00 |
| 2028 | 875,000.00 | 601,025.00 | 0.00 | 273,975.00 |
| 2029 | 875,000.00 | 601,825.00 | 0.00 | 273,175.00 |
| 2030 | 875,000.00 | 598,075.00 | 0.00 | 276,925.00 |

VI. GENERAL OBLIGATION BONDS, SERIES 2005

| <u>LEVY YEAR</u> | <u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u> | <u>AMOUNT OF TAX NOW ABATED (\$)</u> | <u>AMOUNT OF TAX TO BE EXTENDED (\$)</u> |
|----------------------|---|--|--|
| 2017 | 740,898.00 | 740,898.00 | \$0.00 |
| 2018 | 739,198.00 | 0.00 | 739,198.00 |
| 2019 | 741,626.00 | 0.00 | 741,626.00 |
| 2020 | 742,853.00 | 0.00 | 742,853.00 |
| 2021 | 737,808.00 | 0.00 | 737,808.00 |
| 2022 | 741,440.00 | 0.00 | 741,440.00 |
| 2023 | 738,799.00 | 0.00 | 738,799.00 |
| 2024 | 739,863.00 | 0.00 | 739,863.00 |

VII. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017

| <u>LEVY YEAR</u> | <u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u> | <u>AMOUNT OF TAX NOW ABATED (\$)</u> | <u>AMOUNT OF TAX TO BE EXTENDED (\$)</u> |
|----------------------|---|--|--|
| 2017 | 1,012,160.00 | 1,012,160.00 | 0.00 |
| 2018 | 1,098,930.00 | 0.00 | 1,098,930.00 |
| 2019 | 1,083,230.00 | 0.00 | 1,083,230.00 |
| 2020 | 1,166,430.00 | 0.00 | 1,166,430.00 |
| 2021 | 1,146,520.00 | 0.00 | 1,146,520.00 |
| 2022 | 1,224,960.00 | 0.00 | 1,224,960.00 |

State of Illinois)
) SS
COUNTY OF McLEAN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of a resolution, numbered 2017-_____, and entitled:

A RESOLUTION abating all or a portion of the taxes heretofore levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.

(the “*Resolution*”) duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the “*City*”), on the _____ day of December, 2017, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of the City’s outstanding general obligation bonds, as described in the Resolution, will be abated as provided in the Resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of _____, 20__.

County Clerk

[SEAL]

RESOLUTION NO. 2017 -

A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY AND THE CITY OF BLOOMINGTON FOR THE OLD CHAMPION BUILDING AND THE EXPANSION OF THE PARKING GARAGE

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2001 – 121, Ordinance No. 2003 – 125, and Ordinance No. 2015 - 50 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement the “Lease” with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed November 13, 2001, December 22, 2003, and July 27, 2015; and

WHEREAS, pursuant to the authority of said home rule ordinances and provisions of all ordinances relating thereto, the City levied taxes to be extended against all the taxable property within the City of Bloomington for the year 2016, payable in year 2017 to make rental payments due under the Lease; and

WHEREAS, although the City levied \$2,003,857.00 for the year 2017 to make payments due under the Lease in 2017, the amount of the City’s rental payment due under the Lease in 2017 is \$1,147,095; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay such rental payment.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2016, payable in 2017 of \$2,003,857 on account of the Lease is hereby abated in its entirety, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2017.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this _____ th day of December, 2017.

APPROVED this _____ th day of December, 2017.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST:

Cherry L. Lawson, City Clerk



REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: December 11, 2017

SUBJECT: Update on the Response Time Progress for the Bloomington Fire Department.

RECOMMENDATION/MOTION: Presentation for information only

STRATEGIC PLAN LINK: 1.) Financially Sound City Providing Quality Basic Services

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

BACKGROUND: Reducing Emergency response times is one of Councils top five priorities. This current year's tax levy was set November 2016 and an additional \$545,000.00 dollars added to the Fire Departments budget to improve emergency response times. Staff has been making adjustments in response protocols and the deployment model to improve the efficient use of resources. This has had a positive impact on response times throughout the community, but has had a negative impact on unit hour utilization of other Fire Department resources as well as decreasing the availability of these resources in other response districts. Data has been collected and reported in the City Manager's monthly report illustrating the increase in calls for service throughout the community and the continual improvement in response times.

There are two major factors that continue to have a negative impact on response times in our community. The first factor is the number of calls in the Headquarters primary response district. The medic unit (Medic 1) is over utilized and not available to handle a high percentage of call in this response district. When the medic unit is not available, another unit has to respond in its place from another response district. It is expected that this will happen from time to time but the reality is that is happening all too often and is negatively impacting response times throughout the City. Keeping the medic units available in their own response districts is a priority to improve response times. Adding a second medic unit at Headquarters will reduce some of the burden on Medic 1, allowing a greater percentage of the calls in this district to be handled by these 2 units at headquarters. This will leave the other 3 medic units in their own response district a greater percent of the time. The response data shows that this has a greater impact on response times than the travel distance in the Northeast.

The second factor is the travel distance in the Northeast. If a response to this district has to come from another Station, there is a significant increase in response times. Keeping resources available in #3 Station response districts (3A and 3B) will have an immediate impact on response times in the Northeast. Data suggests that more will need to be done in the future to help decrease response times in this district as the city continues to develop along the Towanda

Barnes Corridor. The Northeast will need to be monitored closely and more may need to be done in the coming years.

The data shows that the most efficient way to improve response times is to add the second medic unit to Headquarters. This will more evenly distribute the calls for service to available resources increasing the reliability of resources in their primary response district. Staffing a second medic unit at Headquarters will have a significant impact on response times throughout the community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: Funds are included in the FY 2018 Budget under the Fire-Other Professional & Technical Services account (10015210-70220). Fire has also included \$545,000 annually in the FY 2019-FY 2023 Budget. If approved, the \$545,000 for FY 2019-FY 2023 will be moved to the salary and benefit accounts in the Fire Department budget. Stakeholders can locate the FY 2018 amount in the Budget Book titled “Adopted General Fund Budget” on page 290.

COMMUNITY DEVELOPMENT IMPACT: *(If applicable)*

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *(If applicable)*

Respectfully submitted for Council consideration.

Prepared by: Brian M. Mohr, Fire Chief

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manger

Community Development review by: (CD fill in once reviewed – name, title)

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PowerPoint Presentation

BLOOMINGTON FIRE DEPARTMENT

Council Priority #4

Reduce Emergency Response Times

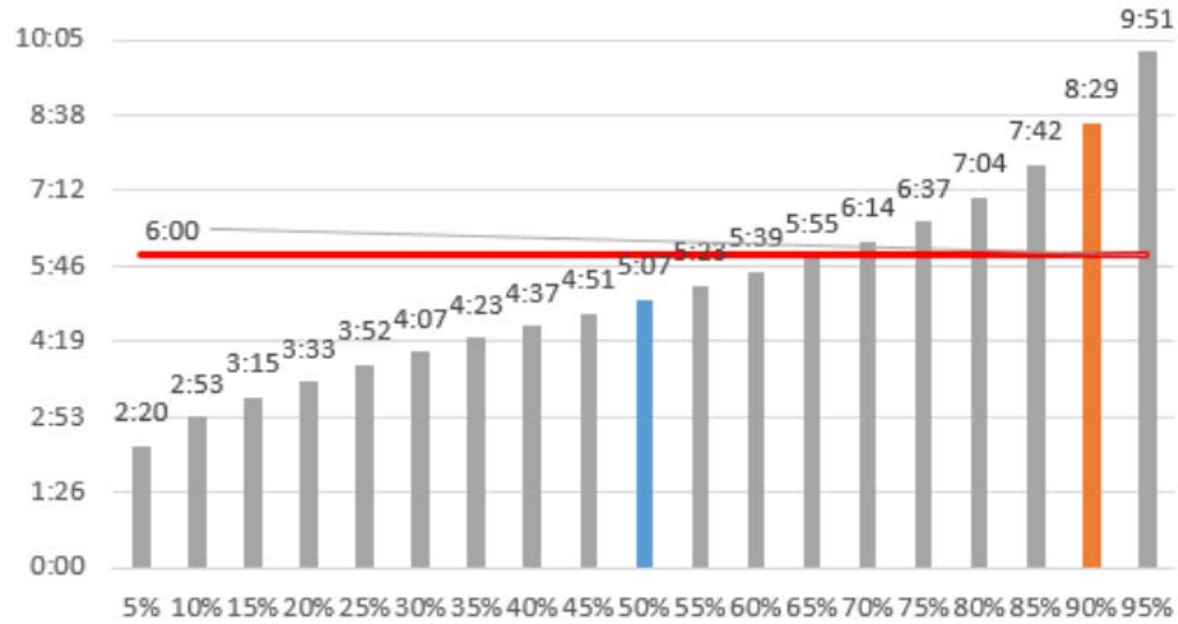
Strategic Plan

MISSION STATEMENT

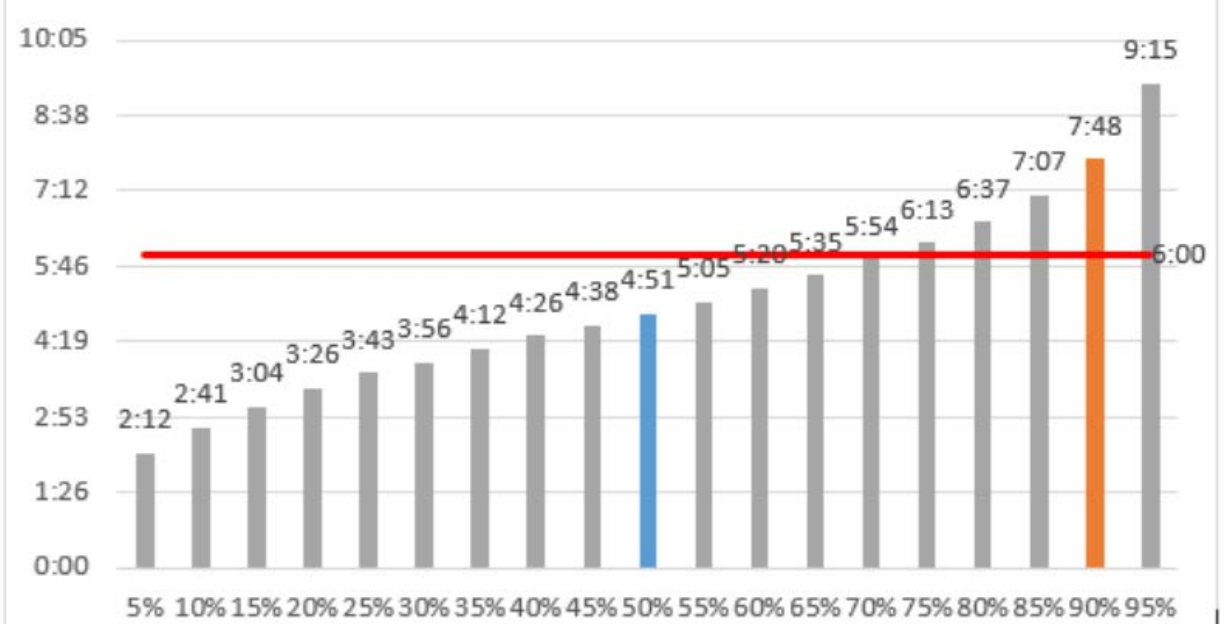
"The mission of the Bloomington Fire Department is protecting life and property; minimizing the impacts of fire, medical emergencies, and other natural and man-made disasters without subjecting our personnel to unreasonable risk. Our mission is accomplished through public education, fire prevention, code enforcement, fire suppression, emergency medical services, technical rescue and fire investigation. We are dedicated to completing our mission in a competent and professional manner."

EMS Response time comparison 2016 and 2017 year to date

2016 EMS Response

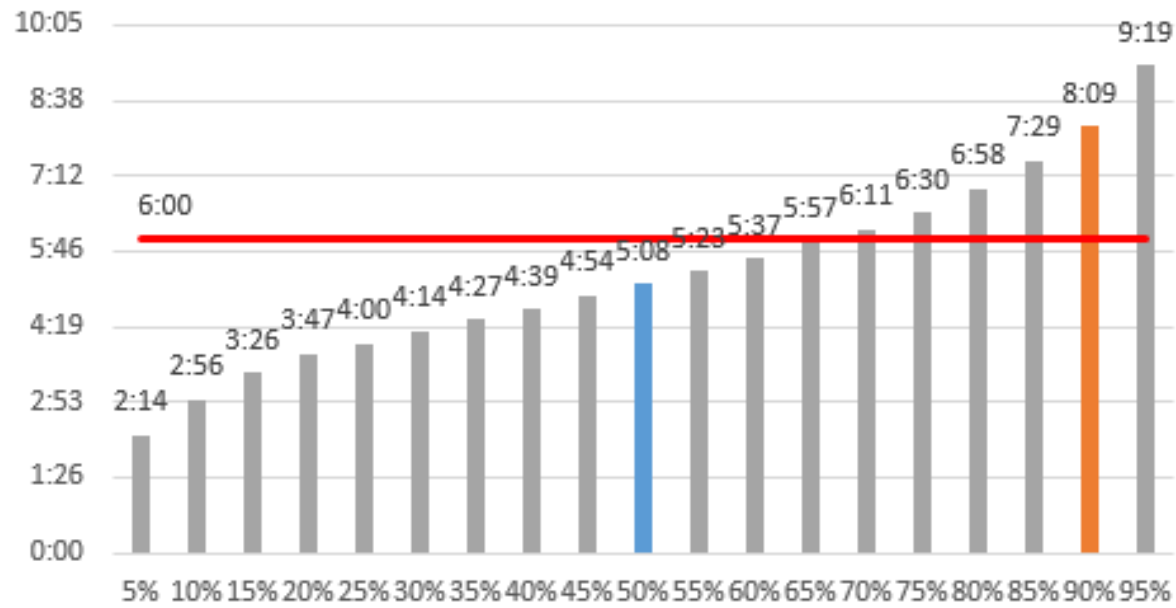


2017 EMS Response

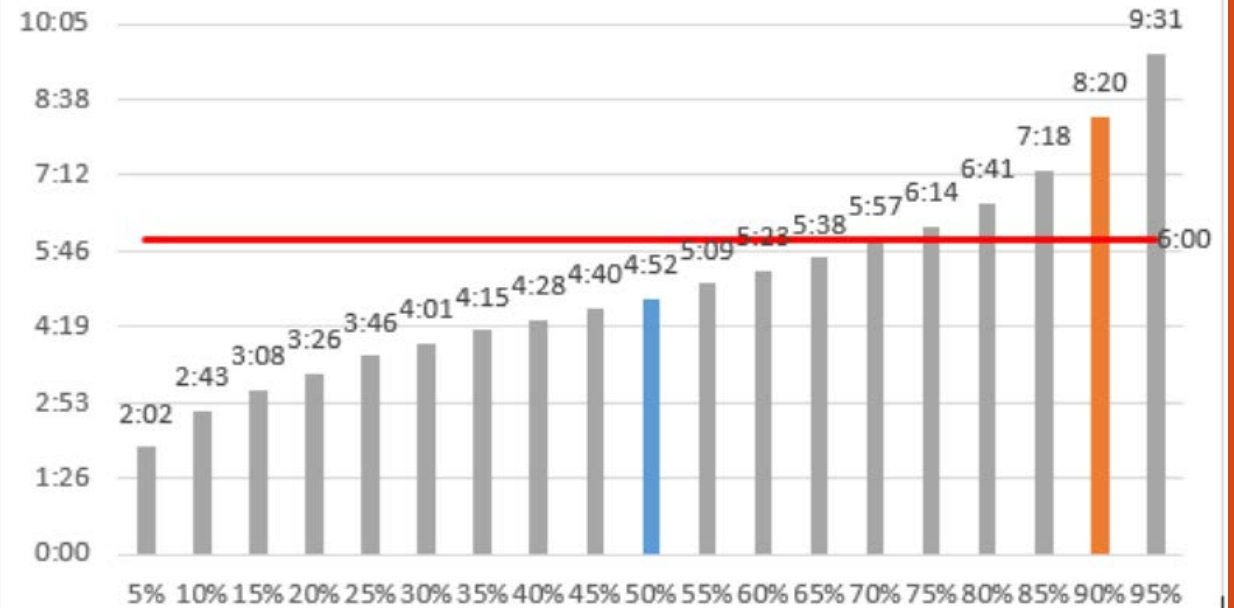


Fire Response time comparison 2016 and 2017 year to date

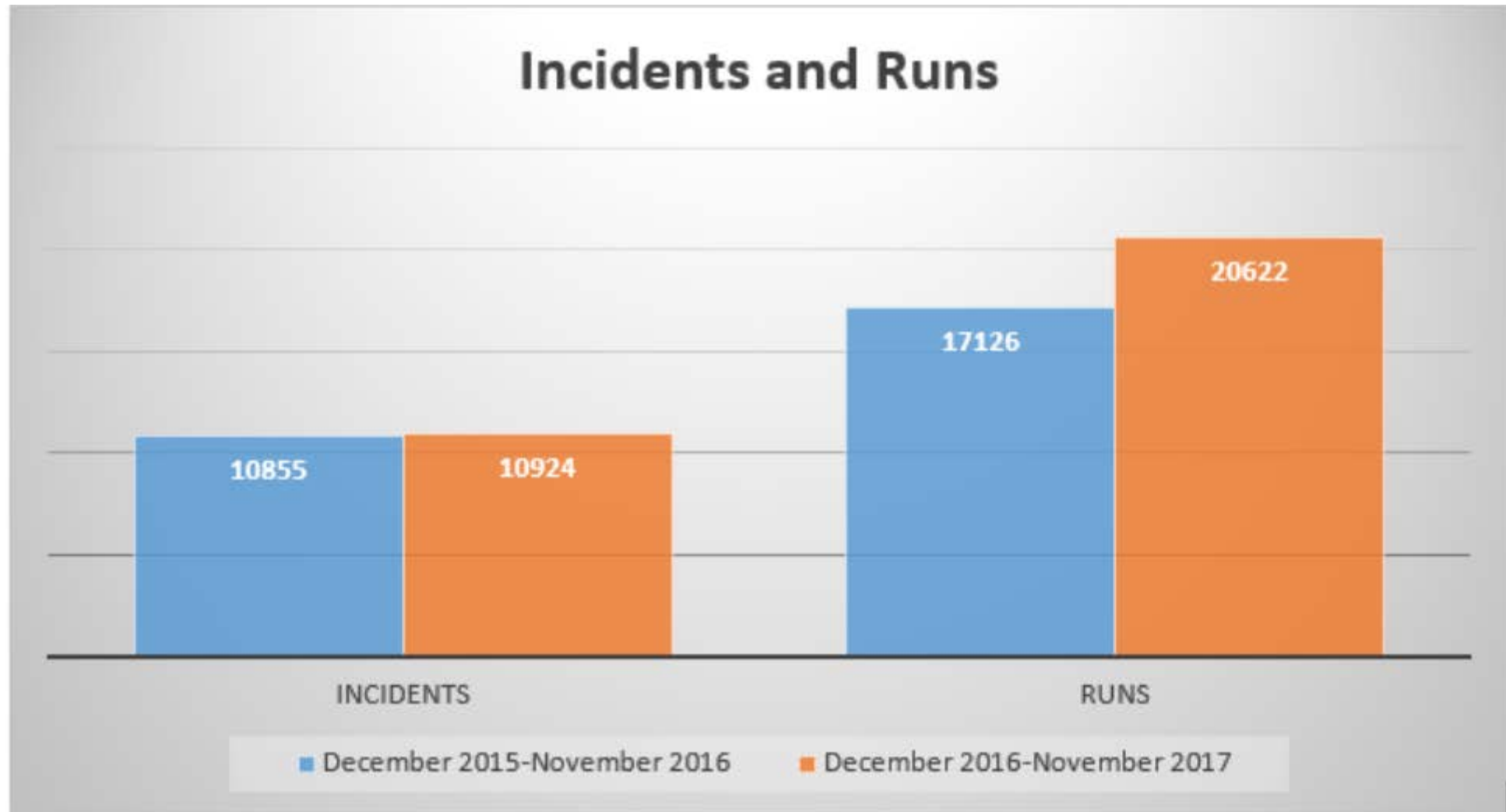
2016 Fire Response



2017 Fire Response

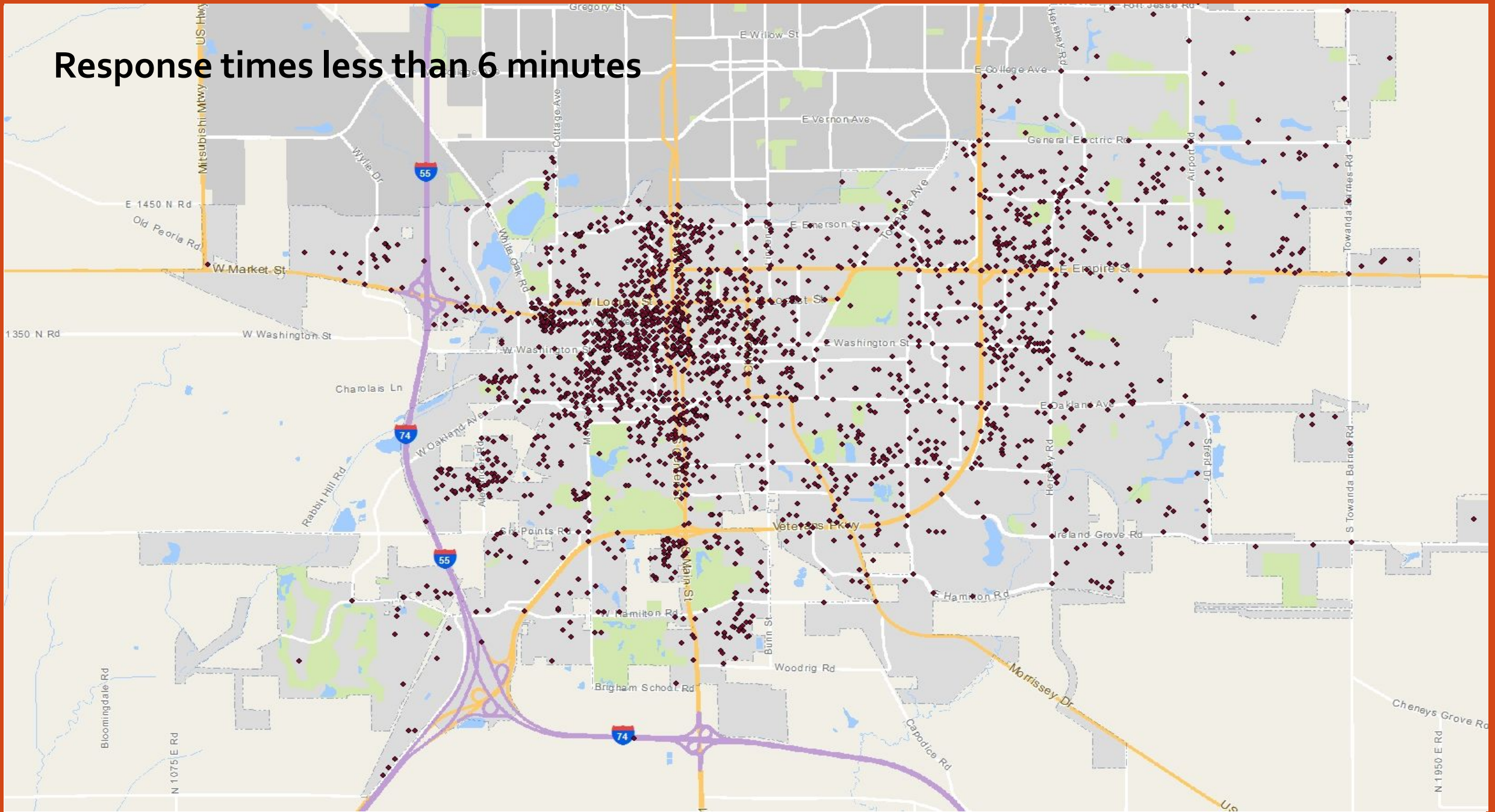


Incidents and Runs

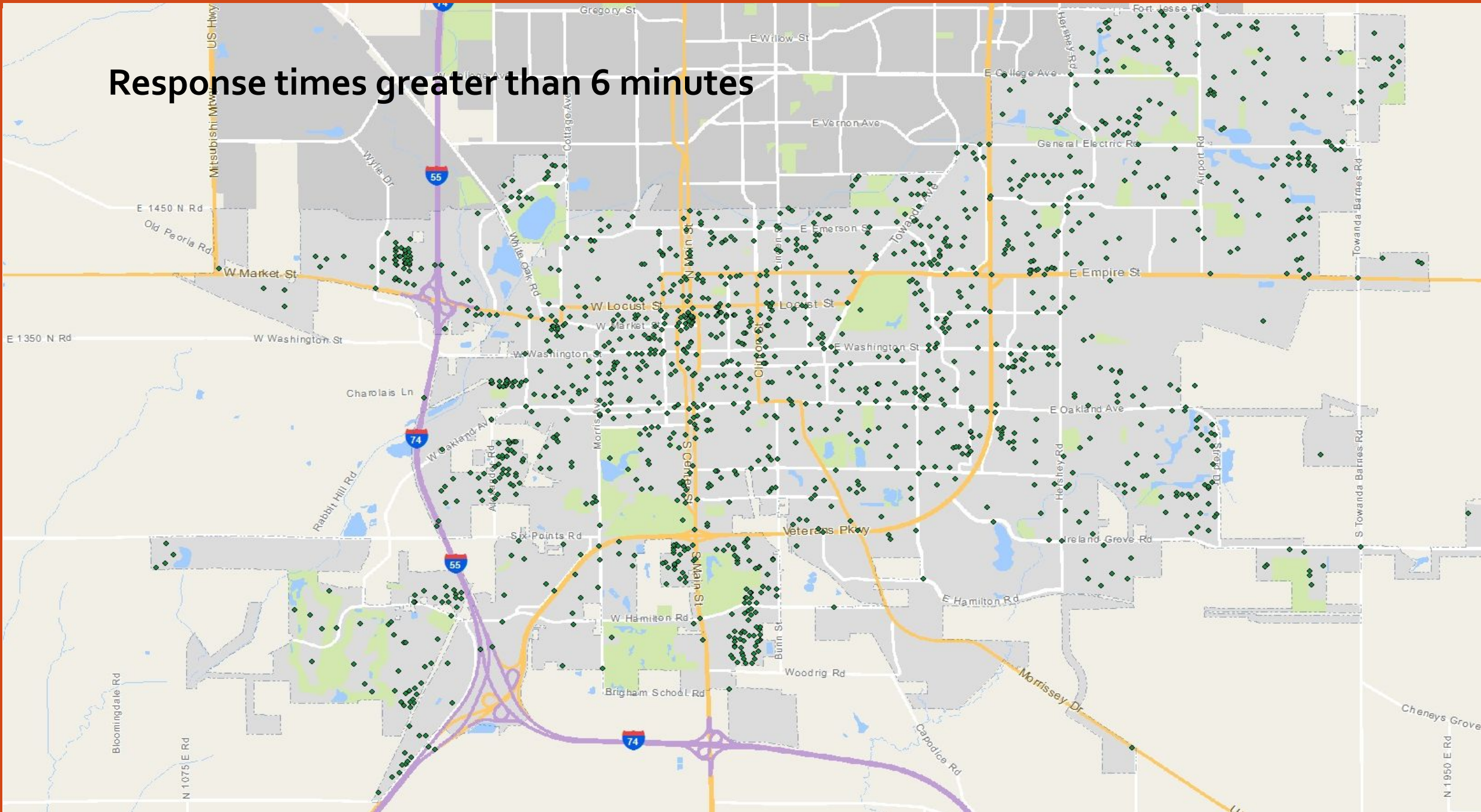


Increase of 69 Incidents during this time period , but increase of 3,496 increase in total runs

Response times less than 6 minutes



Response times greater than 6 minutes



History of Ambulance Service



1990 - 2 Bloomington BLS Ambulances
2 Lifeline Paramedic Ambulances

1997 - 3 Bloomington BLS Ambulances
2 Lifeline Paramedic Ambulances

2006 - 4 Bloomington Ambulances
1 Paramedic Ambulance
3 Intermediate level Ambulances
2 Paramedic Chase Vehicles

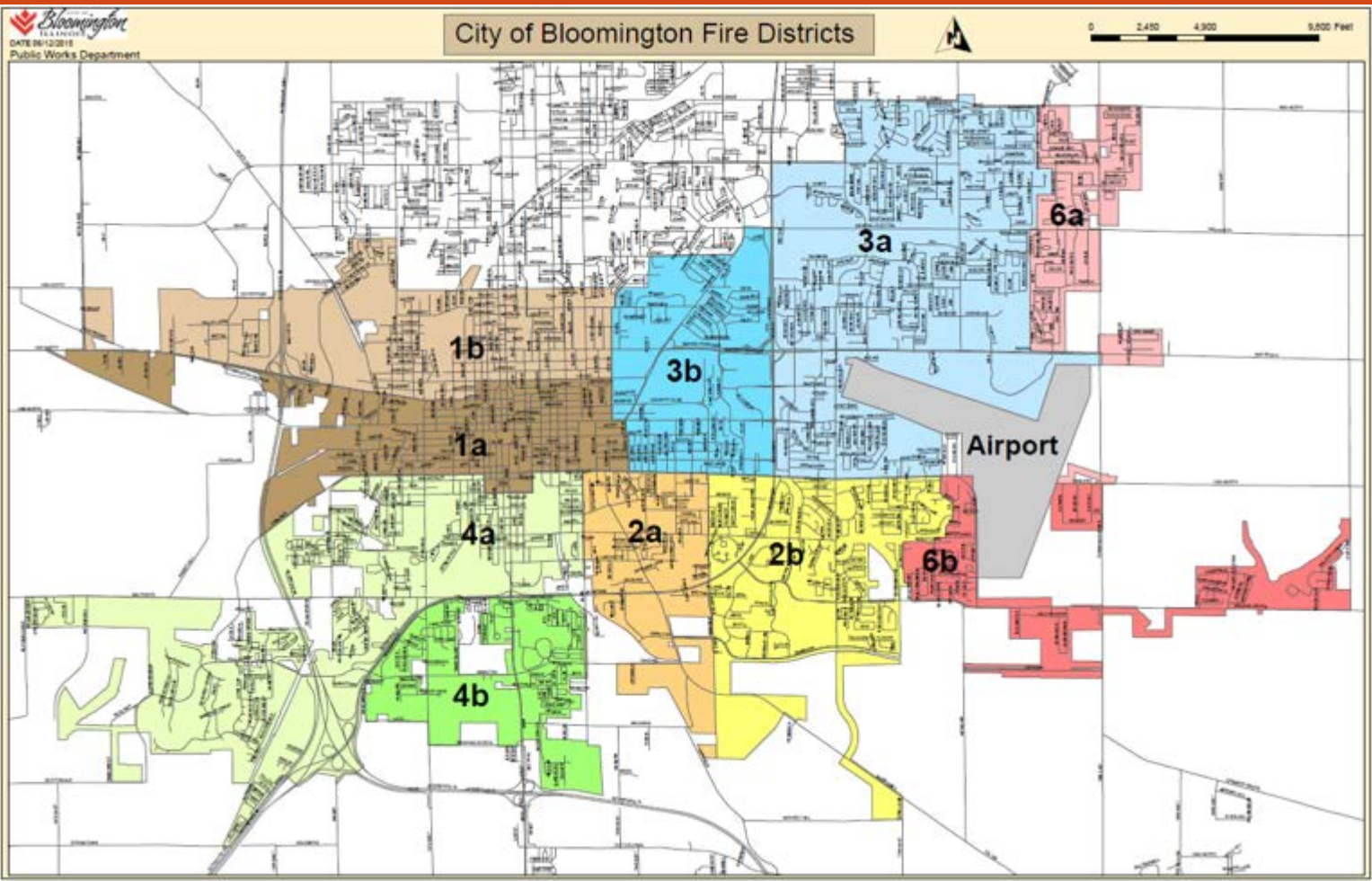
2016 – 4 Bloomington Paramedic Ambulances
1 EMS Supervisor

2966 Medical Calls

3977 Medical Calls

5502 Medical Calls

8327 Medical Calls



2016 Response Data
4315 EMS Calls Headquarters Primary Response District
3445 EMS Calls Covered Medic 1
Medic 1 covered 3772 Runs total Fire/EMS



Accomplishments

- Improved Traffic Preemption equipment on Response Vehicles and upgraded infrastructure of signals (IFCA)
- Upgraded Headquarters Fire Engine to Intermediate Life Support capabilities for improved response (IFCA)
- Management Analyst hired to improve reporting and tracking of performance measures (IFCA)
- Installed Turnout timer At Headquarters Fire Station to improve situational awareness (IFCA)
- Hired 3 additional personnel 2014 to reduce overtime and reduce the risk to employees who work the extra hours of overtime (IFCA)
- Hired 3 of the nine personnel recommended to improve the concentration and distribution of personnel and apparatus (IFCA)
- Utilizing Starcom Radios for improved dispatching and interoperability with Normal Fire (IFCA)
- Used data from record management system to look at community risk and made changes to standards of cover -updated run cards and changed response districts (IFCA)
- Utilize data to make changes to standards of cover by realigning the location of types of response vehicles
- Design Apparatus to best meet community risk profile to most efficiently serve the community

Recommendations

- Hire 6 Firefighter/Paramedics
- Staff second medic unit at Headquarters
- Continue to monitor community risk and standards of cover to realign resources based on performance data with the second ambulance at Headquarters (Monthly, Quarterly, Annually)