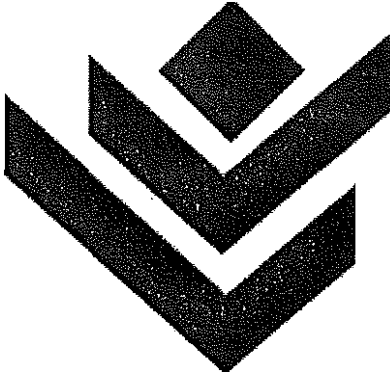




CITY OF
BLOOMINGTON
COUNCIL MEETING
JULY 9, 2018



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.



CITY OF
Bloomington
ILLINOIS

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



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 9, 2018; 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**
- 6. Public Comment**
- 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.

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 Bills, Payroll, and Electronic Transfers in the amount of \$6,265,743.68. *(Recommend that the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,265,743.68, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- B. Consideration of the Purchase of one (1) Backhoe from Altorfer, Inc. of East Peoria, IL, using the National Joint Powers Alliance Joint Purchasing Contract, in the amount of \$185,865, and the declaration of a used 2007 Cat 430E as surplus and sold via internet auction, as requested

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.

by the Public Works Department. *(Recommend the Purchase of one (1) Caterpillar 430F2 IT Backhoe from Altorfer, Inc. of East Peoria, IL, using the (NJPA) National Joint Powers Alliance joint purchasing contract number 032515-CAT (expiration 5/19/20), in the amount of \$185,865, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

- C. Consideration of the Purchase of one (1) Truck with Service Body from Bob Ridings of Taylorville, IL, using the State of Illinois Joint Purchase Contract, in the amount of \$36,613, as requested by the Public Works Department. *(Recommend the Purchase of one (1) Ford F350 Truck with Service Body from Bob Ridings of Taylorville, IL, using the State of Illinois Joint Purchase Contract #PSD 4018301 (expires 10/4/18), in the amount of \$36,613, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- D. Consideration of an Annual Regional Service Agreement and Invoice for Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, in the amount of \$54,000, for the Fiscal Year July 1, 2018 through June 30, 2019, as requested by the Community Development Department. *(Recommend the Annual Regional Service Agreement with the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, in the amount of \$54,000, for the fiscal year July 1, 2018 through June 30, 2019 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of an Ordinance amending Ordinance 2018-23 for the FY 2019 Budget for the Fiscal Year Ending April 30, 2019 to allow for the expenditure in the amount of \$60,900, using donated funds from the Park Dedication Fund, to purchase materials such as bricks, masonry work, flagpoles, and lighting, as requested by the Fire department. *(Recommend the Ordinance amending Ordinance 2018-23 for the FY 2019 Budget for the Fiscal Year Ending April 30, 2019 to allow for the expenditure in the amount of \$60,900, using donated funds from the Park Dedication Fund, to purchase materials such as bricks, masonry work, flagpoles, and lighting be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of an Ordinance approving the Transfer of Property, via a Quit Claim Deed, known as a 5' outlot adjacent to 122 Magoun Drive, in the amount of \$847, to the adjacent property owners, Michael and Caroline Fleming, as requested by the Public Works Department. *(Recommend the Ordinance approving the Transfer of Surplus, via a Quit Claim Deed, known as a 5' outlot adjacent to 122 Magoun Drive, in the amount of \$847, to the adjacent property owners, Michael and Caroline Fleming, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 3 in Block 12 in Camp Potawatomie from Florene R. Lawrence, Trustee of Trust #FLR-1 to Paul Lawrence

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and Helen Ogar, as requested by the Water Department. *(Recommend the Lake Lease Transfer be approved, subject to the transferee entering into an agreement to apply for permits for improvements on nonleased marginal land directly adjacent to and/or abutting the leased premises and providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

- H. Consideration of the application of the McLean County Fair Association located at 2242 Westgate Drive in Bloomington, requesting a LB (Limited Beer and Wine only) liquor license at the McLean County Fairgrounds and Interstate Center located at 1106 Interstate Drive on August 1, 2018 through August 4, 2018, during the McLean County Fair, which would allow the sale of beer and wine by the glass for consumption during the event, as requested by the City Clerk's Office. *(Recommend the application of the McLean County Fair Association located at 2242 Westgate Drive in Bloomington, requesting a LB (Limited Beer and Wine only) liquor license at the McLean County Fairgrounds and Interstate Center located at 1106 Interstate Drive on August 1, 2018 through August 4, 2018, during the McLean County Fair be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of the application for approval of a change of ownership for Winners of Bloomington, Inc., d/b/a Winners Lounge, located at 801 S. Main Street, having a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises, as requested by the City Clerk's Office. *(Recommend the change of ownership of Winners of Bloomington, Inc., d/b/a Winners Lounge, located at 801 S. Main Street, having a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises be approved.)*
- J. Consideration of the application for approval of a change of ownership of Old English Inn Ltd., d/b/a Windjammer Lounge, located at 2303 Stern Drive, Bloomington, IL 61701 requesting a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises. *(Recommend the change of ownership of Old English Inn Ltd., d/b/a Windjammer Lounge, located at 2303 Stern Drive be approved.)*
- K. Consideration of an Ordinance suspending portions of Chapter 6 of the Bloomington City Code prohibiting the possession of alcohol in public for the festival area in downtown Bloomington during the event on August 3, 2018, and the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption in the festival area during the Brats and

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.

Bags event to be held in a portion of Downtown Bloomington on August 3, 2018, as requested by the City Clerk's Office. *(Recommend the Ordinance suspending portions of Chapter 6 of the Bloomington City Code prohibiting the possession of alcohol in public for the festival area in downtown Bloomington during the event on August 3, 2018, and the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license for the Brats and Bags event to be held in a portion of Downtown Bloomington on August 3, 2018 be approved, and the Mayor and City Clerk authorized to execute the necessary documents.)*

- L. Consideration of a Resolution directing the City Clerk to receive and process the application of Nightshop, LLC., for a Video Gaming License, as requested by the Legal Department. *(Recommend the Resolution directing the City Clerk to receive and process the application of Nightshop, LLC., for a Video Gaming License be approved, and the City Clerk be directed to process the application for a Video Gaming License for the establishment.)*
- M. Ratification of Contract with Telecommunicators Police Benevolent Labor Committee. *(Recommend the Contract be ratified.)*
- N. Ratification of Contract with IAFF, Local 49 Firefighters. *(Recommend the Contract be ratified, and the Bargaining Unit Team be authorized to execute the Contract.)*

8. "Regular Agenda"

- A. Presentation, discussion, update, and direction regarding Downtown Wayfinding Signage, as requested by the Public Works Department. *(Recommend potential direction on Downtown Wayfinding Signage Bids.) (Presentation by Jim Karch, Public Works Director, 5 minutes, City Council discussion, 10 minutes.)*
- B. Consideration of a Resolution approving a Memorandum of Understanding between the City and the Bloomington-Normal Convention & Visitors Bureau (BNCVB) for the BNCVB to provide Economic Development Services in the amount of \$475,000 during the City's Fiscal Year 2019, as requested by the Community Development Department. *(Recommend the Resolution approving the Memorandum of Understanding between the City and the Bloomington-Normal Convention & Visitors Bureau be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 10 minutes, City Council discussion, 10 minutes.)*
- C. Consideration of an Ordinance approving a Memorandum of Understanding between the City and Illinois Wesleyan University to support the Marketing and Redevelopment of the City and IWU properties in the 800 block of North Main Street, as requested by the Community Development Department. *(Recommend the Ordinance approving the Memorandum of Understanding between the City and Illinois Wesleyan University to support the Marketing and Redevelopment of the City and IWU properties in the 800 block of North Main Street be*

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.

*approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)
(Presentation by Bob Mahrt, Community Development Director, 10 minutes, City Council discussion, 10 minutes.)*

- D. Consideration of the Purchase of two (2) pieces of equipment required for one (1) Automated Refuse Truck from Key Equipment and National Auto Fleet Group, using the National Joint Powers Alliance Joint Purchasing Contract, in the amount of \$352,804, as requested by the Public Works Department. *(Recommend the purchase of the two (2) pieces of equipment required for one (1) automated refuse truck: (one (1) Labrie Expert (T) 2000 Helping Hand Dual Arm Automated Side Loader body from Key Equipment, using the National Joint Powers Alliance (NJPA) (Contract #112014-LEG, expires 12/16/18), in the amount of \$179,202, and one (1) 2018 Crane Carrier model LDT2-30 chassis from National Auto Fleet Group in the amount of \$179,356, using the National Joint Powers Alliance (NJPA) (Contract #081716-NAF, expires 11/15/20), for a total of \$352,804, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

12. Executive Session – Claims Settlement – Per Section 2(c) (12) of 5 ILCS 120/2 (10 minutes)

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.

CONSENT AGENDA



CONSENT AGENDA ITEM: 7A

FOR COUNCIL: July 9, 2018

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,265,743.68.

RECOMMENDATION/MOTION: That the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,265,743.68, 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 \$6,265,743.68 (Payroll total \$2,563,464.65, Accounts Payable total \$2,693,706.64, and Electronic Transfers total \$1,008,572.39).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Interim Finance Director

Recommended by:

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

Steve Rasmussen,
Interim City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of July 09, 2018

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
6/21/2018	\$ 1,482,770.70	\$ 385,478.75	\$ 1,868,249.45
6/22/2018	\$ 269,217.03	\$ 83,083.32	\$ 352,300.35
6/29/2018	\$ 261,047.03	\$ 81,867.82	\$ 342,914.85
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	\$ 2,563,464.65

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
7/9/2018	AP General	\$ 2,314,682.35
7/9/2018	AP Comm Devel	\$ 300.75
	AP IHDA	
7/9/2018	AP Library	\$ 34,519.38
7/9/2018	AP MFT	\$ 75,673.63
6/27/2018-6/29/2018	Off Cycle Check Runs	\$ 268,530.53
5/26/2018-7/8/2018	AP Bank Transfers	\$ 1,008,572.39
AP GRAND TOTAL		\$ 3,702,279.03

PCARDS

Date Range	Total
PCARD GRAND TOTAL	

TOTAL	\$ 6,265,743.68
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Respectfully,

F. Scott Rathbun
Interim Finance Director



CONSENT AGENDA ITEM NO. 7B

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase of one (1) Backhoe from Altorfer, Inc. of East Peoria, IL, using the National Joint Powers Alliance Joint Purchasing Contract, in the amount of \$185,865, and the declaration of a used 2007 Cat 430E as surplus and sold via internet auction, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Purchase of one (1) Caterpillar 430F2 IT Backhoe from Altorfer, Inc. of East Peoria, IL, using the (NJPA) National Joint Powers Alliance joint purchasing contract number 032515-CAT (expiration 5/19/20), in the amount of \$185, 865, be approved, the used 2007 Cat 430E be declared surplus property and sold in a public auction on Publicsurplus.com or Govdeals.com, and the Procurement Manager be authorized 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 Public Works Streets and Sewers Division has a 2013 Caterpillar 430F backhoe with 4,244 hours that is due for replacement this Fiscal Year. The maintenance cost to date for this unit is \$24,267.39. This unit is used in the day-to-day operations for repair and maintenance of the City's sewage system. These operations include storm sewer inlet repairs, street cave in repairs, manhole repairs, sewer service repairs, sewer main repairs, storm sewer repairs, sump pump drain line repairs, combination sewer repairs, detention basin repairs, detention basin maintenance, and water ditch repairs. The unit is also used to plow snow during snow and ice events. The new unit will be equipped with a Hydraulic Pavement Breaker and 48" bucket. The City is not replacing the 18", 24", or 36" buckets or the snowplow with this purchase. The replaced unit will be retained as a backup unit to be used during peak construction season to eliminate the need of a rental unit.



Staff respectfully requests to have the oldest unit declared as surplus so that it can be sold in a public auction on Publicsurplus.com or Govdeals.com. The unit is a 2007 Cat 430E with 7,148 hours and \$131,840 life-to-date maintenance costs. It is expected to bring \$30,000 at auction.

National Joint Powers Alliance (NJPA) is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally. NJPA offers a multitude of cooperatively contracted products, equipment and service opportunities to education and government entities throughout the country.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The replacement unit will cost \$185,865. Funds totaling \$198,563 are included in the Sanitary Sewer Maintenance portion of the Capital Lease-Capital Outlay Equipment Other than Office account (40110139-72140). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 68 and 71.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Kroner, Superintendent of Fleet Maintenance

Reviewed By: Jim Karch, P.E. MPA, Director of Public Works
Michael Hill, Miscellaneous Technical Assistant

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Proposal for Backhoe S52 Replacement

June 1, 2018

City of Bloomington
336 South Main
Bloomington, IL 61701

Attention: City of Bloomington



We are pleased to provide the following proposal for your review:

One (1) New Caterpillar 430F2 IT Backhoe Loader

Includes the following standard equipment and options:

Sound Suppressed ROPS Cab
Air Conditioner & Heater/ Defroster
Cat® Comfort Air Suspension Seat
Eight LED, Cab Mounted Work Lights
Front & Rear Window Wipers/ Washers
Flip-Over Stabilizer Pads
1,015 lbs. Counterweight
Extendible-Stick (E-Stick)
Six-Function Backhoe Hydraulics
Combined Function Auxiliary Hydraulics
Cat® Hyd Pin-Grabber Quick Coupler
JA Auto Lube System

Cat® C4.4 ACERT™ Tier 4f Engine
4WD Autoshift Transmission
120V Engine Heater
Two, Maintenance Free 880 CCA Batteries
4WD Tires
Ride Control System
Integrated Tool Carrier (IT) Control
Parallel Loader Lift
Return-To-Dig and Self-Leveling Controls
JRB Multi-Purpose Loader Bucket
1.25 yd³ Capacity w/ Bolt-On Edge

Equipment Protection Plan

60-Month / 5,000 SMH Premier EPP with a 60-Month / 5,000 SMH Level 4 Premium CSA with 500 Hour Intervals (see agreement for specific details).

Availability

Approximately 30 Weeks

NJPA Pricing Breakdown- #032515-CAT

	<u>430F2 IT</u>
List Price	\$174,117.00
Less NJPA Discount 22%	(38,306.00)
Subtotal	\$135,811.00
Additional Net Charges	78,316.00
Additional Altorfer Discount	(28,262.00)
Net Selling Price	185,865.00

*Net Charges include the following

- Warranty
- CSA Agreement
- Freight
- Set-up & Assembly
- 48" Grading Bucket with BOCE
- H80ES Hammer
- JRB Front Coupler and 1.25 CYD MP Bucket
- JA Auto Lube System
- Service Manual and OMMs
- Grote 360 LED Strobe Light
- Rear Defroster Fan

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,

Mitch Davis
Machine Sales Representative
Altorfer Cat



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase of one (1) Truck with Service Body from Bob Ridings of Taylorville, IL, using the State of Illinois Joint Purchase Contract, in the amount of \$36,613, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Purchase of one (1) Ford F350 Truck with Service Body from Bob Ridings of Taylorville, IL, using the State of Illinois Joint Purchase Contract #PSD 4018301 (expires 10/4/18), in the amount of \$36,613, be approved, and the Procurement Manager be authorized 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 Public Works Engineering Division has a 2007 Ford F250 that is scheduled for replacement this Fiscal Year. This unit is used by electricians in the Engineering Division. It is used to transport an electrician, electrical supplies, and equipment to various job sites throughout the City. The chassis is 11 years old and has 96,478 miles on it. The maintenance cost to date



is \$19,598.96. Recent mechanical issues have involved the front wheel bearings, A/C system, exhaust system, engine high pressure oil system, brake lines, starting system, and fuel injector control module. Staff respectfully requests to have the replaced unit declared as surplus so that it can be sold in a public auction on Publicsurplus.com or Govdeals.com.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The replacement unit will cost \$36,613.00. Funds totaling \$38,782 are included in the Street Maintenance portion of the Capital Lease-Capital Outlay Licensed Vehicles (40110139-72130). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 68 and 69.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Krones, Superintendent of Fleet Maintenance

Reviewed By: Jim Karch, P.E. MPA, Director of Public Works
Michael Hill, Miscellaneous Technical Assistant

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Proposal Truck 97 Replacement

**Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568**

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Tuesday, June 19, 2018

ROB KRONES
CITY OF BLOOMINGTON
336 S MAIN ST
BLOOMINGTON, IL 61701

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois Purchase Contract # PSD 4018301. We are pleased you are again considering us for your new truck and we can order it as follows. Delivery is estimated in 120 days+ after your order, note THIS PROPOSAL LETTER IS NOT AN ORDER, you must issue a purchase order to confirm, call if any questions or changes and thanks,

1	2017 Ford F350 REGULAR Cab 2wd Chassis ONLY	
	Includes All Standard Pkg Equipment	
	6.2 Litre V8 w/6spd Automatic	
	Air Conditioning Tilt Wheel AM/FM	
	BASE COST	\$22,985.00
	USE SINGLE REAR WHEELS (F3E)	\$800.00
	Includes 18" Wheels & Tires, 10,200 Min GVWR	
	STD 60" Cab/Axle, 40 Gallon Rear Fuel Tank	
ADD	Cruise Control	\$215.00
	Power Windows/Locks/Mirrors	\$885.00
	3.73 Electronic Locking Axle	\$330.00
	All Season Tires, NO SPARE Tire	
	Heavy Service Suspension	\$125.00
	CNG/LPG Prep Pkg	\$300.00
	Engine Block Heater	\$40.00
	Daytime Running Lights	\$45.00
	Factory Backup Alarm	\$130.00
	Factory Upfitter Switch Panel	\$155.00
	Built in Factory Trailer Brake	\$249.00
	110V Power Outlet	\$75.00
	Rearview Camera Kit, Ship loose	\$395.00
	UPFITTER INSTALL CAMERA	\$170.00
	EXTRA Key WITH REMOTE	\$175.00
	Factory Running Boards	\$300.00
	HD Rubber Floor Mats	\$65.00
	KNAPHEIDE 9ft SRW Service Body	\$5985.00
	Class V Hitch Receiver	\$450.00
	NEW LED Compartment Lighting	\$895.00
	4 Way Parking Lamp Strobes, White	\$675.00
	RHINO Liner Spray in Bedliner	\$595.00
	Undercoat	\$299.00
	Delivery to your Location	\$275.00
	New Municipal Lic & Title	NOT Ordered
	(Z1) White Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
	YOUR COST, P/O # Pending	\$36,613.00

Paint White

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.
Please contact me with any questions and thanks for your business!

Sincerely,
Todd Crews
Fleet Sales Manager



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Planning Division—Community Development Department

SUBJECT: Consideration of an Annual Regional Service Agreement and Invoice for Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, in the amount of \$54,000, for the Fiscal Year July 1, 2018 through June 30, 2019, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Annual Regional Service Agreement with the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, in the amount of \$54,000, for the fiscal year July 1, 2018 through June 30, 2019 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The McLean County Regional Planning Commission (MCRPC) has provided long-range planning services to the City of Bloomington, Town of Normal, and McLean County for decades. Their function includes services such as preparation of the Long-Range Transportation Plan, compilation and publication of the community’s statistical data, technical assistance with long-range planning (see attached FY2018 Unified Work Plan).

Every year, the City of Bloomington and the Commission enter into a Regional Service Agreement (see attached FY2019 RSA) that outlines services the Commission intends to provide to the City over the subsequent twelve months. Additionally, the City pays the Commission a flat service fee. The Service Agreement and fee are consistent across governmental jurisdictions, and the annual fees, as well as state and federal grants provide operational funding to the Commission. For the past few years, the fee to MCRPC has remained consistent; and the proposed fee for FY2019 is \$54,000.00.

Fiscal Year City Contributions

FY 2016	\$54,212.00
FY 2017	\$54,674.00
FY 2018	\$54,181.47
FY 2019	\$54,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: See attached FY2018 Unified Work Plan.

FINANCIAL IMPACT: The FY 2019 Budget appropriates \$60,000.00 in the Planning-To McLean County Regional Planning account (10015420-75025) of the Planning Division to cover an annual fee for services rendered by MCRPC. The proposed FY 2019 fee of \$54,000.00 is less than the FY 2018 agreement of \$54,181.47. The fee is consistent across governmental jurisdictions and with previous contributions. Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Budget Overview & General Fund” on page 230.

COMMUNITY DEVELOPMENT IMPACT: The City of Bloomington’s Comprehensive Plan lists the McLean County Regional Planning Commission as a partner agency many times throughout the document.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: NA

Respectfully submitted for Council consideration.

Prepared By: Katie Simpson, City Planner
Reviewed By: Bob Mahrt, Community Development Director
Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director
Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- FY2019 Regional Service Agreement and Invoice for services
- FY2018 MCRPC Unified Work Plan



MCLEAN COUNTY REGIONAL PLANNING COMMISSION

115 E. Washington St., M103 • Bloomington, IL 61701-4089
Phone: 309-828-4331 • Fax: 309-827-4773 • www.mcplan.org

June 18, 2018

Ms. Cherry Lawson, City Clerk
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Re: Annual Regional Service Agreement

Dear Cherry:

Enclosed please find two partially executed copies of the annual Regional Service Agreement for the fiscal year July 1, 2018 through June 30, 2019. After the agreements have been signed, please return one fully executed copy of the agreement to us. An invoice for the appropriate amount is also enclosed.

Please call if you have any questions. Thank you.

Sincerely,

Jordan Brown
Office Manager

MCRPC is the leader for planning tomorrow's McLean County

Mary Jefferson, Chairman • Michael Buragas, Vice Chair • John Burrill • Joseph Cleary • Michael Gorman
Mary Kramp • Carl Olson • Linda Olson • Carl Teichman • Mark Wylie

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2018, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2019.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.
4. Provide assistance in the preparation of applications for Federal or State funding as needed.
5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
6. Provide technical assistance as needed and requested in matters of long range planning and development.

C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the City of Bloomington.

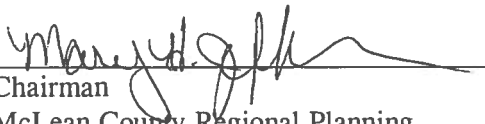
D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND AND 00/100 DOLLARS (\$54,000.00) for deposit in the accounts of the Commission upon the City's receipt of an invoice for said amount.

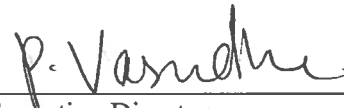
Mayor - City of Bloomington

City Clerk - City of Bloomington

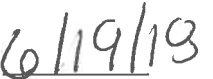
Date



Chairman
McLean County Regional Planning
Commission



Executive Director
McLean County Regional Planning
Commission



Date

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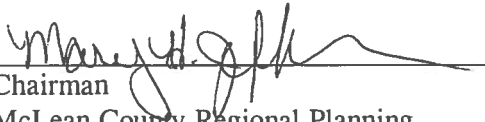
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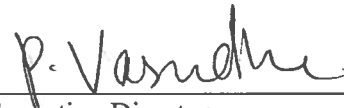
Mayor - City of Bloomington

City Clerk - City of Bloomington

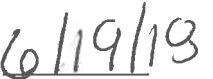
Date



Chairman
McLean County Regional Planning
Commission



Executive Director
McLean County Regional Planning
Commission



Date

INVOICE

Please make your check payable to McLean County Regional Planning Commission, and *please include a copy of this form with payment.* Thank you for your attention to this matter.

To City of Bloomington

Invoice No. Fy2019blm

Date July 1, 2018

Amount \$54,000.00

Description of Services FY2019 Regional Service Agreement

Terms Net

Due Date Upon Receipt

Notes:



McLEAN COUNTY
Regional Planning Commission

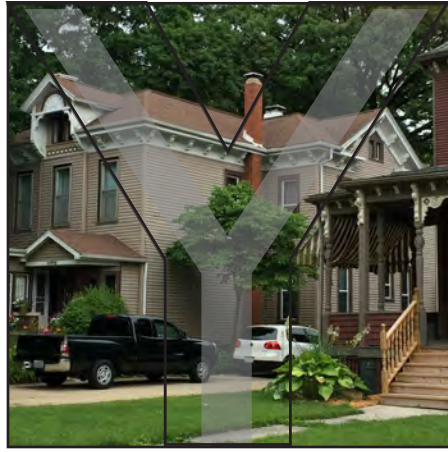
115 E. Washington M103

Bloomington, IL 61701

P: 309-828-4331

F: 309-827-4773

W: www.mcplan.org



FY 2018
UNIFIED WORK PROGRAM (UWP)
(July 1, 2017 through June 30, 2018)

FOR

PLANNING AND RELATED ACTIVITIES
TO BE PERFORMED BY
McLEAN COUNTY REGIONAL PLANNING COMMISSION (MCRPC)
IN COOPERATION WITH FEDERAL, STATE AND
LOCAL UNITS OF GOVERNMENT

The preparation of this report was financed in part through a technical studies grant from the U. S. Department of Transportation:
Federal Highway Administration and Federal Transit Administration

This work program is intended to comply with Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d-1) and Executive Order No. 12898 on environmental justice issued on February 11, 1994. Title VI of the Civil Rights Act (42 U.S.C. 2000-1) states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, or activity receiving Federal financial assistance." The Executive Order on environmental justice further amplifies Title VI by providing that "each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations." These items are addressed under work elements 304 and 308 of this Unified Work Program, wherein issues relating to policies affecting transportation, housing, employment and other planning considerations affecting minority and low-income populations are addressed.

VISION, MISSION & VALUES

VISION: MCRPC is the leader for planning tomorrow's McLean County.

MISSION: We bring expert planning, deep local knowledge and vibrant public participation as we shape our future to promote opportunity, livability and sustainability.

VALUES:

Regionalism

We believe regionalism is the cornerstone of our existence, and our unique regional perspective provides us the vantage point to address issues that extend beyond traditional boundaries.

- We are the catalyst for building consensus from diverse viewpoints.
- We provide forums that facilitate regional dialogue.
- Our planning process promotes regional unity.

Governance

We feel policy decisions are best made by the level of government closest to the people.

- We directly involve local governments in our decision-making process.
- Our process operates through the Commission, an executive board of local government and agency representatives.
- The Commission is supported by the Executive Committee and numerous study, technical, and policy committees.

Service

We serve the planning needs of communities of McLean County individually and collectively.

- We advance the recognition that healthy communities balance diverse needs.
- We work collaboratively with local governments, area organizations, private entities and other public-private efforts to achieve that balance.

Innovation

We recognize our communities are best served by our ability to anticipate the consequences of dynamic change.

- We focus on innovative solutions to both existing and future challenges facing local governments and the region, grounded in respect for our history and culture.

Advocacy

We advocate on behalf of our regional community at all levels of government.

- We maintain an objective and impartial approach to issues.
- We adhere to strong standards of professionalism in all aspects of our work for the betterment of the Region.

Inclusion

We engage the public in an open and broadly participatory planning process.

- We seek active participation and welcome alternate views of all groups.
- We ensure that all citizens have the opportunity to observe, debate, question, and participate in the planning process.

Professionalism & Excellence

We provide high quality services through well-trained, technically proficient staff.

- We offer informed and professional technical assistance.
- We have a firm commitment to dedicated, high-quality public service.
- We hold ourselves accountable to municipalities, the public, and granting authorities.

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McLEAN COUNTY TRANSPORTATION COMMITTEES

Policy Committee

Mary Jefferson, Chairman
Chairman - McLean County Regional Planning Commission

Tari Renner
Mayor - City of Bloomington

Chris Koos
Mayor - Town of Normal

William Caisley
Chairman - McLean County Board Transportation Committee

Craig Emberton
Program Development Engineer - IDOT, Region 3, District 5

Technical Committee

Vasudha Pinnamaraju, AICP, Chair
Executive Director - McLean County Regional Planning Commission

David Hales
City Manager - City of Bloomington

Mark Peterson
City Manager - Town of Normal

Bill Wasson
County Administrator - McLean County

Gene Brown
City Engineer - Town of Normal

Jim Karch
Director of Public Works - City of Bloomington

Jerry Stokes
County Engineer - McLean County

Carl Olson
Director - Bloomington-Normal Airport Authority

Isaac Thorne
Interim General Manager - Connect Transit

Robert Nelson
Planning and Services Chief - IDOT, District 5

Brian Trygg
Acting Local Roads/Land Acquisition Engineer - IDOT, District 5

Local Government Planning Staff

Katie Simpson, City Planner - City of Bloomington

Mercy Davison, AICP, Town Planner - Town of Normal

Philip Dick, AICP, Director of Building and Zoning - McLean County

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Commissioners

Mary Jefferson, Chairman
Town of Normal

Michael Buragas, Vice Chairman
City of Bloomington

Michael Gorman, MCRPC Commission Representative
on Executive Committee
City of Bloomington

Joseph Cleary
Unit School District #5

Mary Kramp
County of McLean

Glen Ludwig
County of McLean

Carl Olson
Airport Authority

Linda Olson
County of McLean

Carl Teichman
Town of Normal

Tyler Wrezinski
Water Reclamation District

Mark Wylie
Charter School District #87

Executive Committee

Mary Jefferson
Chairman

Michael Buragas
Vice Chairman

Michael Gorman
MCRPC Commission Representative

Mark Peterson
City Manager, Town of Normal

David Hales
City Manager, City of Bloomington

Bill Wasson
*County Administrator,
County of McLean*

Vasudha Pinnamaraju, AICP
Executive Director

Staff

Vasudha Pinnamaraju, AICP
Executive Director

Jordan Brown
Office Manager

Jennifer Sicks, AICP
Senior Planner

Jamal Smith
Assistant Planner

Daniel Handel
Assistant Planner

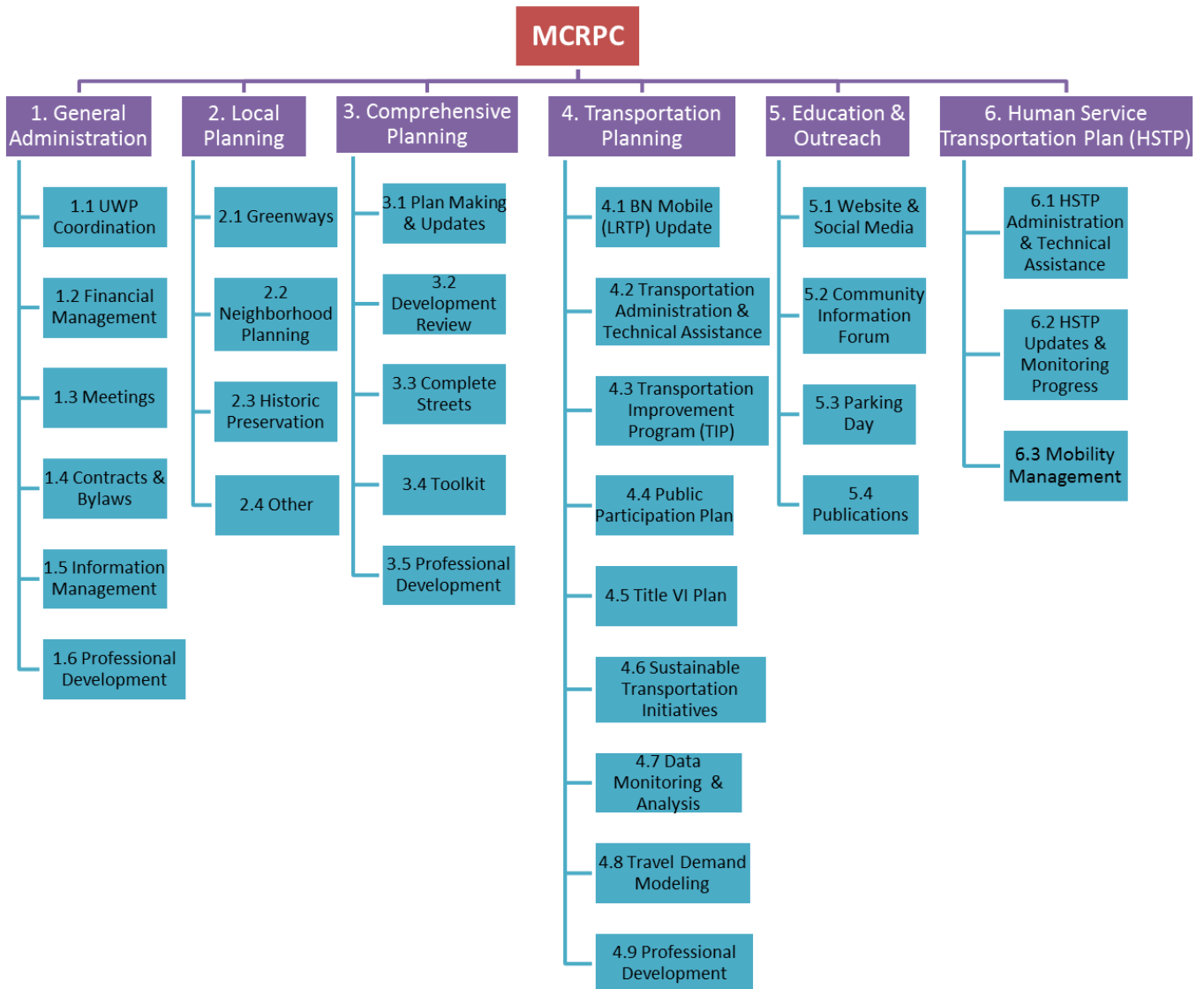
Emily Lutz
Assistant Planner

INTRODUCTION

Each year, Metropolitan Planning Organizations (MPOs) are required to prepare a Unified Work Program (UWP), in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming federal fiscal year. As the designated MPO for the Bloomington-Normal ur-

banized area, the McLean County Regional Planning Commission (MCRPC) developed the UWP for fiscal year 2018 (July 1, 2017 to June 30 2018) in compliance with the Fixing America's Surface Transportation (FAST) Act. This UWP serves as a guide for the efficient use of local, state and federal funds to carry out transportation, comprehensive, land use planning, and re-

**EXHIBIT A
FY 2018 WORK ELEMENTS AND TASKS**



lated activities in McLean County, Illinois. Pursuant to this, the UWP identifies proposed work activities to be carried out in the coming fiscal year and includes a line item budget in support of those activities. The work activities and budget were developed within the broader framework of a projected five-year work program, which reflects both the MCRPC's overall mission and the planning factors identified by the FAST Act.

The UWP identifies thirty one (31) separate tasks to be performed in the six program categories, taking into account the planning factors identified in the FAST Act. See Exhibit A Work Elements and tasks. The process used to develop the UWP and this final document is a departure from prior years. This UWP serves as a transition from past practices

in transportation planning to procedures that emphasize performance measures. This transition is most pronounced in Section 4 of this UWP, Project Budgets. It combines reporting previous fiscal year accomplishments, detailed task descriptions for the upcoming year and a clear outline of the deliverable work products tied to the budget. In the course of the upcoming fiscal year, MCRPC is required to produce quarterly reports to the Illinois Department of Transportation Office of Planning and Programming on the progress of the projects identified in the UWP. Starting FY 2018, these reports will be designed to act as a MPO performance dashboard for the tasks and the outcomes identified in the UWP.

Purpose and role of a metropolitan planning organization (MPO)

A MPO is a transportation policy-making organization composed of representatives from local government and transportation implementers. The 1962 Federal-Aid Highway Act required the formation of a MPO for all urbanized (metropolitan) areas with a population greater than 50,000. MPO's were established to ensure that existing and future expenditures for transportation projects and programs were based on a comprehensive, cooperative, and continuing (3C) planning process. Federal funding for transportation projects and programs are channeled through this planning process. Over successive authorization cycles leading to the passage of FAST act in 2015, Congress has added and revised substantive content expected from the 3-C process.

MCRPC is the designated MPO for the Bloomington-Normal urbanized area. Current members include the City of Bloomington, Town of Normal, McLean County, Connect Transit and Airport Authority, along with the Illinois Department of Transportation (IDOT), Federal Highway Administration and Federal Transit Administration. Each year, MPOs are required to prepare a Unified Work Program (UWP) in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming state fiscal year. The UWP is an essential step in the development of a continuing, cooperative, and comprehensive (3C) transportation planning process in an urbanized area.

Fixing America's Surface Transportation (FAST) Act

The FAST Act was signed into law in 2015- the first federal law in a decade to provide multi-year funding for surface transportation infrastructure planning and investment. It addresses all modes of transportation and enhances many of the existing provisions and programs defined in past transportation legislation. FAST Act defines nine specific planning factors to be considered when developing transportation plans and programs in a metropolitan area to ensure consistency with national goals and objectives:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase the accessibility and mobility options available to people and for freight.
5. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and State and Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
6. Promote efficient system management and operation.
7. Local planned growth and economic development patterns.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.

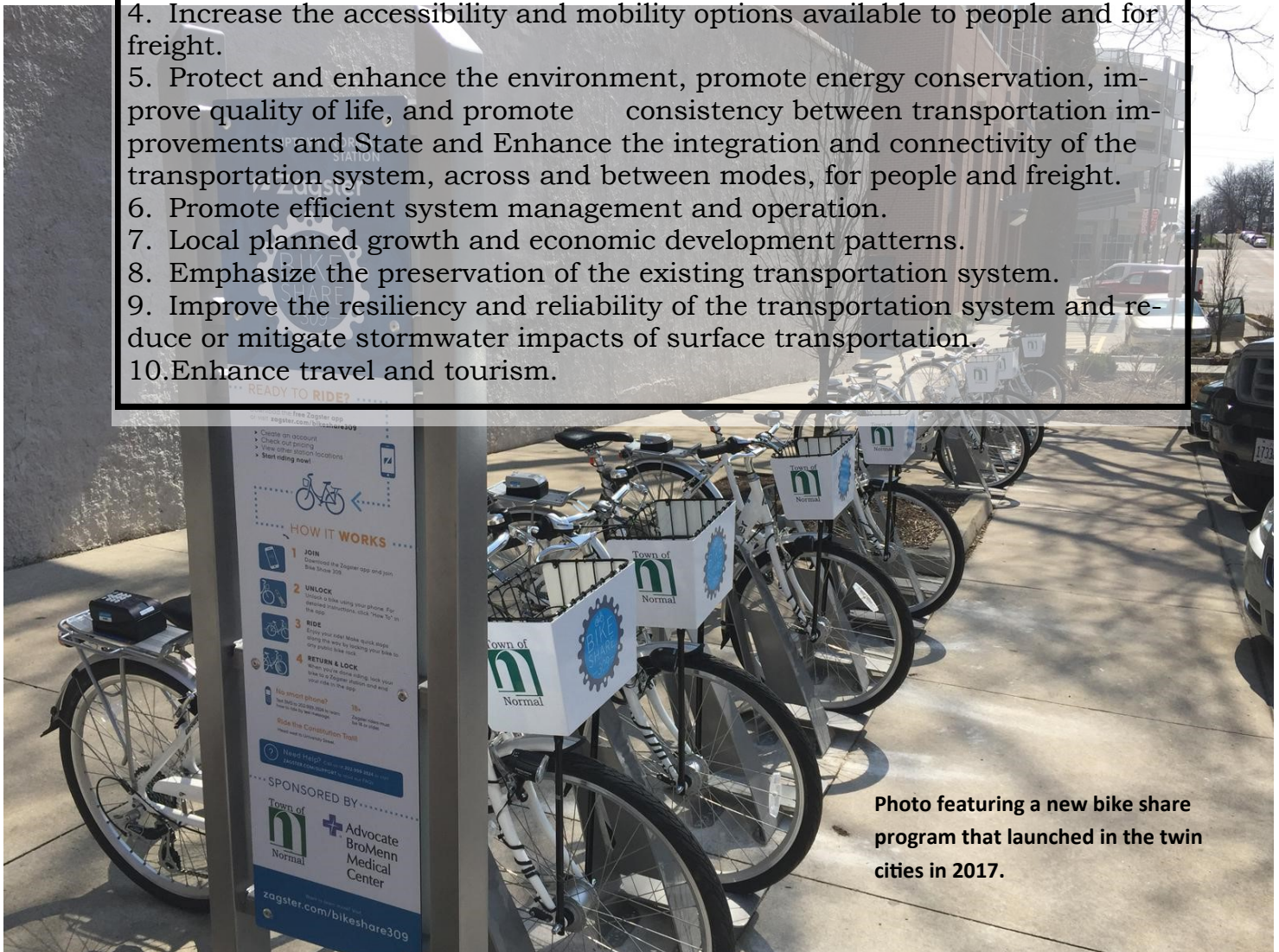


Photo featuring a new bike share program that launched in the twin cities in 2017.

Section 1: PROJECTED FIVE-YEAR WORK PROGRAM

This section identifies MCRPC activities to be completed in support of the overall agency mission and State and Federal guidelines for transportation planning.

The MCRPC actively monitors development and is actively engaged in the periodic updates of the plans to ensure maximum effectiveness and applicability. These philosophies are embedded in the MCRPC's long range planning strategy and are reflected in the Projected Five-Year Work Program as well as this UWP. Additionally, transportation related activities specifically address the provisions of the FAST Act and embody the planning guidelines set forth in 23 CFR 450.

The five-year program will be updated and extended each year as part of the annual process of preparing the UWP. Thus, the projected five-year work program will continue to be an important component of the UWP as it serves to illuminate the vision of the work that lies ahead.

WORK ELEMENTS

1- General Administration: This encompasses the general administration and support of the 3C transportation process to ensure that state and local partners maintain eligibility for the use of federal transportation funds to improve area surface transportation systems. Tasks include administering the planning activities identified in the adopted UWP, budgeting, personnel and financial management, conducting regular meetings with Commission, Executive Committee and other special committees and task forces, issuing requests for proposals as needed, entering into contracts and agreements, attendance at conferences and workshops, coordina-

tion with IDOT, FHWA and FTA staff to determine new directions in policy and program content. Major work products under this element include creation of a Unified Work Program (UWP), correspondence of financial and performance reports, technical memoranda and invoices.

2 - Local planning and technical assistance: This work element encompasses planning and technical assistance on local projects that directly support individual municipalities. Tasks may include data collection, spatial analysis and planning at neighborhood, intersection, street or other micro levels, support for regional projects like solid waste planning, BN Advantage, watershed related activities and technical assistance on ordinance reviews and grant writing. The actual tasks and scope will be determined by the availability of staff resources.

3- Land use planning and development monitoring: This element seeks to improve coordination between land use and transportation planning, support the economic vitality of the metropolitan area, promote smart growth to increase accessibility and mobility options available to people of all ages and abilities, protect and enhance the environment, promote energy conservation and improve quality of life and place. Tasks include creating and updating comprehensive and land use plans, subject specific plans such as housing and technology, development reviews for consistency with land use and transportation plans, and providing technical support on housing issues to ensure transit oriented development and smart growth. Major work products for the fiscal year include the Town of Normal Comprehen-

Exhibit B - Projected five year work program					
Work Element by Category	Activity by Fiscal Year				
	2018	2019	2020	2021	2022
GENERAL					
ADMINISTRATION					
1.1 UWP Coordination	-----	-----	-----	-----	-----
1.2 Financial Management	=====	=====	=====	=====	=====
1.3 Meetings	-----	-----	-----	-----	-----
1.4 Contracts and Bylaws	=====			=====	=====
1.5 Information Management	=====				=====
1.6 Professional Development	-----	-----	-----	-----	-----
LOCAL PLANNING					
2.1 Greenways	-----	-----	-----	-----	-----
2.2 Neighborhood Planning	-----	-----	-----	-----	-----
2.3 Historic Preservation	-----	-----	-----	-----	-----
2.4 Other	-----	-----	-----	-----	-----
COMPREHENSIVE PLANNING					
3.1 Plan Making & Updates	=====	-----	-----	=====	=====
3.2 Development Review	-----	-----	-----	-----	-----
3.3 Complete Streets	-----	-----	-----	-----	-----
3.4 Toolkit	-----	-----	-----	-----	-----
3.5 Professional Development	-----	-----	-----	-----	-----
TRANSPORTATION PLANNING					
4.1 BN Mobile (LRTP) Update	=====	-----	-----	-----	=====
4.2 Transportation Admin	-----	-----	-----	-----	-----
4.3 TIP	=====	=====	=====	=====	=====
4.4 Public Participation Plan	=====	-----	-----	-----	=====
4.5 Title VI Plan	-----	-----	-----	-----	-----
4.6 Sustainable Transportation	=====	=====	=====	=====	=====
4.7 Data Monitoring & Analysis	=====	-----	-----	-----	=====
4.8 Travel Demand Modelling	=====	-----	-----	-----	=====
4.9 Professional Development	-----	-----	-----	-----	-----
EDUCATION & OUTREACH					
5.1 Website & Social Media	=====	-----	-----	-----	=====
5.2 Information Forum	-----	-----	-----	-----	-----
5.3 Parking Day	=====	=====	=====	=====	=====
5.4 Publications	-----	-----	-----	-----	-----
HUMAN SERVICE TRANSPORTATION PLAN (HSTP)					
6.1 HSTP Admin	-----	-----	-----	-----	-----
6.2 HSTP Monitoring	-----	-----	-----	-----	-----
6.3 Mobility Management	=====	=====	=====	=====	=====

sive Plan, Regional Housing Study, and Regional Technology Master Plan. Work product could also include an interactive development review process.

4- Transportation Planning: This work element encompasses creation of the Long Range Transportation Plan (LRTP) and activities that directly support the development or implementation of projects outlined in the LRTP. Tasks include completion of 2045 LRTP, transportation administration and technical assistance, creation and amendment to Transportation Improvement Program (TIP), promotion of sustainable modes of transportation, data monitoring, analysis and travel demand modelling. Major work products include the Long-Range Transportation Plan, the Regional Freight Study, Regional Energy Plan, Public Participation Plan, regional transportation dashboard and a travel demand model.

5 - Education and Outreach: This work element involves educating members of the community on the importance of their engagement in planning for the future of Bloomington-Normal and urbanizing areas of McLean County. It involves gathering meaningful input on transportation and comprehensive plans from residents (including corporate, institutional and not-for-profit citizens) of all walks of the community utilizing both traditional and non-traditional methods. Major work products include redesign of MCRPC website, the annual Community Information Forum, Visions newsletters and PARKing Day.

6 - Human Service Transportation Plan (HSTP): HSTP is designed to meet the needs of the transportation disadvantaged population, including persons with disabilities, individuals with lower incomes, older adults and racial and ethnic minori-

ties. MCRPC administers the Illinois Department of Transportation Human Services Transportation Plan process for Region 6, a five-county area in east central Illinois which includes Ford, Iroquois, Kankakee, Livingston, and McLean Counties. MCRPC staff serve as regional coordinators, facilitating program and resource coordination among governments, transportation providers, and social service agencies throughout the region. Major work products include the consolidated Rural-Urban HSTP, a dedicated webpage for HST and a web-based data HST dashboard.

ORGANIZATIONAL STRUCTURE

MCRPC's work programs are carried out through the interaction of Commission members, elected officials, governmental agencies, and staff. This interaction is graphically illustrated in Exhibit C. Commission membership is uniquely composed of eleven citizens nominated by major units of government and appointed by the McLean County Board and may not include current elected officials. The current Commission membership is listed on page iv of this report.

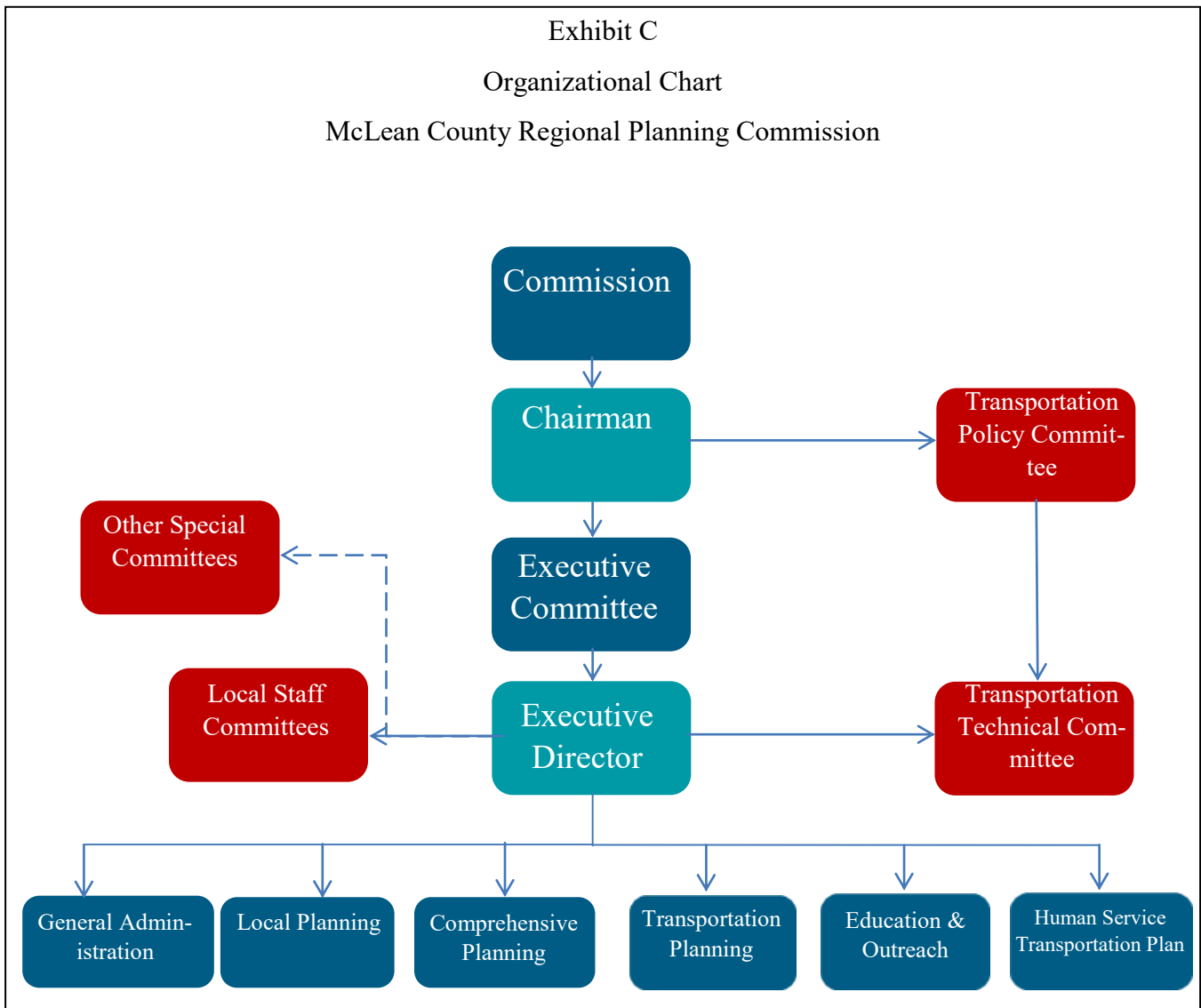
The MCRPC interacts with local and state officials through the Transportation Policy Committee. The Commission interacts with local elected officials through the Commission Chairman, who also serves as chairman of that committee. The Transportation Policy Committee also provides for interaction with Illinois Department of Transportation officials as well as local elected officials.

At the staff level, the Commission Chairman chairs the Executive Committee, which includes up to three Commission members, the McLean County Administrator, and the City Managers of Bloomington and Normal. The Executive Director of the MCRPC participates with

each of the above committees, plus the Transportation Technical Committee. This committee reports to the Transportation Policy Committee on transportation matters, and includes management and engineering staff from City of Bloomington, Town of Normal, McLean County, Central Illinois Regional Airport Authority, Connect Transit and Illinois Department of Transportation.

transportation Advisory Committee (TAC) and serves to coordinate activities between the local and regional planning staffs in each of the six major work elements.

The Executive Director of MCRPC also participates in various other staff committees, including the greenways advisory committee, development monitoring and solid waste technical committees, Trans-



SECTION 2: PROGRAM SUMMARY AND BUDGET

This section presents an overview of the overall work program for the coming year. It presents the estimated total staffing requirements and costs to carry out the identified work activities and includes a line item budget. Also included is a summary of anticipated funding by source and project.

STAFFING REQUIREMENTS

The work program provides for six staff members. In addition to the Executive Director, the budgeted staff positions include office manager, senior transportation planner, three associate planners, and temporary/part-time staff.

Table 2.1 lists the staff allocations to complete the programmed work activities. All of the Executive Director's and Office Manager's time is allocated to General Administration.

COSTS

The total estimated cost to implement this work program, including the cost to maintain the MCRPC office and staff, is \$674,494. The anticipated line item costs are illustrated in Table 2.2, along with a break down between direct and indirect costs. Direct costs are chargeable to specific projects and include salaries and non-salary costs, such as materials, services and supplies used directly on projects. Indirect costs, which also include both salaries and non-salary costs, cannot be related to specific projects. Such costs

include general administration, supplies, and equipment costs. See Appendix—A for the approved FY2018 Indirect Cost Allocation Plan (ICAP). The indirect charge is added to direct salaries and other direct costs when computing project costs.

The budget provides for 13 different line item expenses, each divided as appropriate between direct and indirect costs. These line item expenses are discussed briefly below.

Salaries and Fringes

Salaries and benefits account for nearly three quarters of the budget and constitute the largest expense.

Advertising

Advertising is a direct expense and includes event advertising, public hearing and other required notices.

Dues and Subscriptions

This line item includes professional dues for the staff and subscriptions for the agency.

Miscellaneous

Programmed miscellaneous expenses consist of cost items that do not appropriately fall within the other designated expense categories, such as bank fees and refreshments. It is important to note that no federal funding has

UWP CODE	Project	Executive Director	Senior Planner (JS)	Asso. Planner-Comp (EL)	Asso. Planner-Comp/Trans (DH)	Asso. Planner (JS)	Ofc Mgr	Temp/PT	Total
1	General administration	1,950					1,950		3,900
2	Local planning		100	680		400			1,180
3	Comprehensive Planning		180	1,070	600	370			2,220
4	Transportation Planning		1,190		800	380		975	3,345
5	Education & outreach		130	200	350	450			1,130
6	HSTP		350		200	350			900
	Total	1,950	1,950	1,950	1,950	1,950	1,950	975	12,675

**Table 2.2
LINE ITEM BUDGET**

Expense Item				Percent of Total Budget
	Direct	Indirect	Total Costs	
Salaries + Fringe	\$282,820	\$200,246	\$483,066	71.89%
General Insurance	\$0	\$3,303	\$3,303	<1%
Advertising	\$4,153	\$0	\$4,153	<1%
Reference Materials	\$0	\$0	\$0	<1%
Dues and Subscriptions	\$3,904	\$1,633	\$5,537	<1%
Miscellaneous	\$4,140	\$600	\$4,740	<1%
Postage	\$400	\$425	\$825	<1%
Professional Services	\$89,982	\$9,000	\$98,982	14.73%
Reproduction	\$3,510	\$1,500	\$5,010	<1%
Supplies	\$660	\$1,928	\$2,588	<1%
Software and Support	\$45,126	\$167	\$45,293	6.74%
Telephone	\$0	\$1,000	\$1,000	<1%
Travel and Training	\$12,500	\$5,000	\$17,500	2.60%
TOTAL	\$447,195	\$224,802	\$671,997	

INDIRECT COST RATE

Methodology: Total Indirect Costs/ Direct Salaries and Fringes

Approved indirect cost rate is 87% - Appendix A contains a detailed Indirect Cost Rate calculation methodology along with the approved Indirect Cost Rate. This calculation was based on the FY 2016 audit report.

Indirect cost rate used for budgeting is 79.48%— Approved indirect cost rate based on FY 2016 audit report does not accurately reflect the staffing and organizational changes effecting the FY 2018 budget. Hence an indirect rate of 79.48%, that reflects the realities of FY 2018, was used to arrive at this balanced budget. It is our understanding that agencies can use a lower indirect cost rate than that approved by the state.

not been allocated for refreshments.

Postage

Direct postal expenses are budgeted for the Information Forum mailings. Indirect expenses include general office postage.

Professional Services

The budget for professional services in the indirect rate includes auditor and services for preparation of the indirect cost allocation plan. Direct expenses include a Regional Technology Study and update to the MCRPC website.

Reproduction

Direct expenses include reproduction of plans, reports and other educational materials. Indirect expenses include toner and printer supplies for general reproduction.

Software and Support

The majority of this expense is direct project based. It includes Adobe and GIS software licenses, software that enables commuter challenge, dashboards and other agency activities, website, travel demand modelling, data acquisition, maintenance, and support, for workstations and the agency network.

Supplies

This item includes general office supplies such as printer paper and computers and direct costs include supplies for the information forum.

Telephone

This is an indirect expense.

Travel and Training

The travel and education line item provides a budget for travel incurred in the conducting of MCRPC business, and for expenses to attend appropriate conferences, workshops and seminars intended to increase proficiency and understanding to aid in fulfilling the mission of the agency. The indirect rate includes travel and training for the Executive Director and the Office Manager and the direct expenses include that of staff. This amount includes funding for staff reimbursements for use of personal vehicles and other work related local travel expenses, and training conferences or workshops for staff in accordance to IDOT travel guidelines.

Equipment, Reference Materials

No expenses have been budgeted for these line items in FY 2018.

**Table 2.3
FY 2017 Program Funding Sources - As Amended
McLean County Regional Planning Commission**

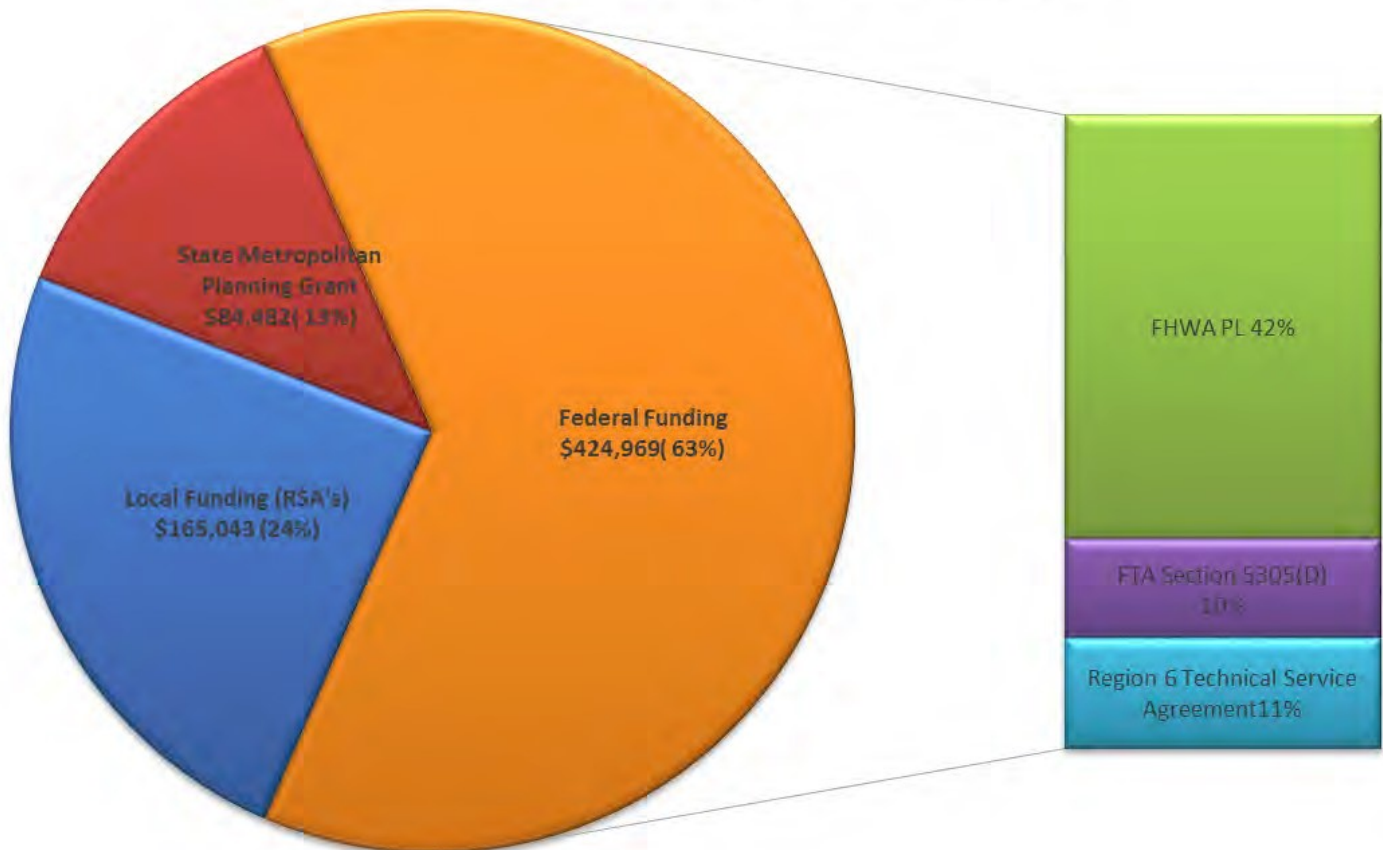
UWP COD E	Program and Project	Budgeted Amount	Federal Transportation Funds		Match for PL/Sec. 5305(d)	Technical Service/ Other
			FHWA PL	FTA Section 5305(d)		
2	Local planning	\$74,687				\$74,687
3	Comprehensive Planning	\$221,686	\$88,981	\$20,782	\$27,441	\$84,482
4	Transportation Planning	\$210,693	\$136,640	\$31,913	\$42,139	
6	Education & outreach	\$91,387	\$59,267	\$13,842	\$18,277	
5	HSTP	\$73,544				\$73,544
	TOTAL	\$671,997	\$284,888	\$66,537	\$87,857	\$232,713

FUNDING

Funding for this year's work program is to come from the sources indicated in Table 2.3 and Chart 2.1. Federal transportation funds will continue to account for a significant part of MCRPC budget with Federal Highway Administration (FHWA-PL) funds totaling \$284,888 and Federal Transit Administration (FTA) funds estimated at \$66,537. The Region 6 HSTP funding is budgeted at \$73,544 for FY2018. Regional service agreements with Bloomington, Normal, and McLean County provide the local match requirement for the PL and Section 5305(d) transportation funds. Regional service agreement funds are also used to complete local planning, projects and activities. The total amount provided by regional service agreements is \$162,543, divided equally among Bloomington, Normal, and McLean County (\$54,181 each). State Metropolitan Planning

Funds of \$84,482 will be used to fund a Regional Technology Study. Interest and miscellaneous income has been budgeted at \$2,500.

Chart 2.1- FY 2018 Program Funding Sources



SECTION 3: CONTRACT COSTS

This section presents the scope of services of transportation planning activities to be included in the contract between MCRPC and the Illinois Department of Transportation (IDOT) for the Bloomington-Normal metro area. It identifies line item costs and total agency costs as well as the methodology used to allocate costs. It also summarizes the projected funding levels for transportation related planning activities. This section concludes with a presentation of itemized cost reports for PL and Section 5305(d) funding.

SCOPE OF SERVICES

MCRPC will provide the work described in this Unified Work Program (UWP) as approved. Those activities in which the Department will participate with federal metropolitan planning funds and FTA Section 5305(d) funds are shown in Exhibit D.

These activities will result in the following major end products by work element.

Work Element 1— General Administration

FY 2019 ICAP and UWP; FY 2017 audit report; Quarterly and annual performance reports; Monthly financial reports; and other correspondence

Work Element 3— Comprehensive Planning

Town of Normal Comprehensive Plan; Implementation Toolkit (partial); Regional Technology Plan (subject to availability of the State Metro Planning Grants);

Work Element 4— Transportation Planning

BN Mobile, 2045 long-range transportation plan for Bloomington-Normal urbanized area; Regional Freight Study; FY 2019- FY2023 TIP; Elements of the Regional Energy Plan; Title VI Plan; Public Participation Plan; Regional Transportation Dashboard; Travel Demand Model;

Work Element 5— Education and Outreach

A new MCRPC website; two Visions newsletters; 2018 Information Forum; (PARK)ing Day;

**EXHIBIT D
FY 2018 TRANSPORTATION RELATED WORK ELEMENTS AND TASKS**

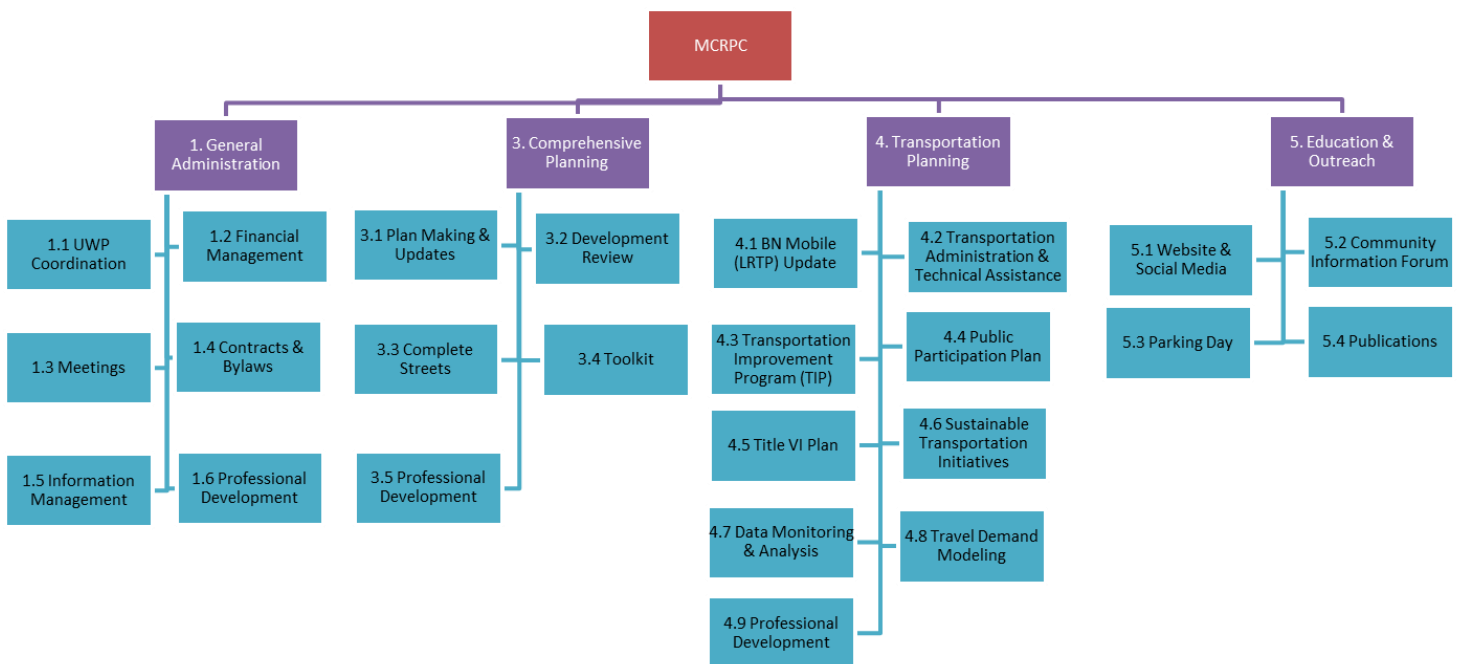
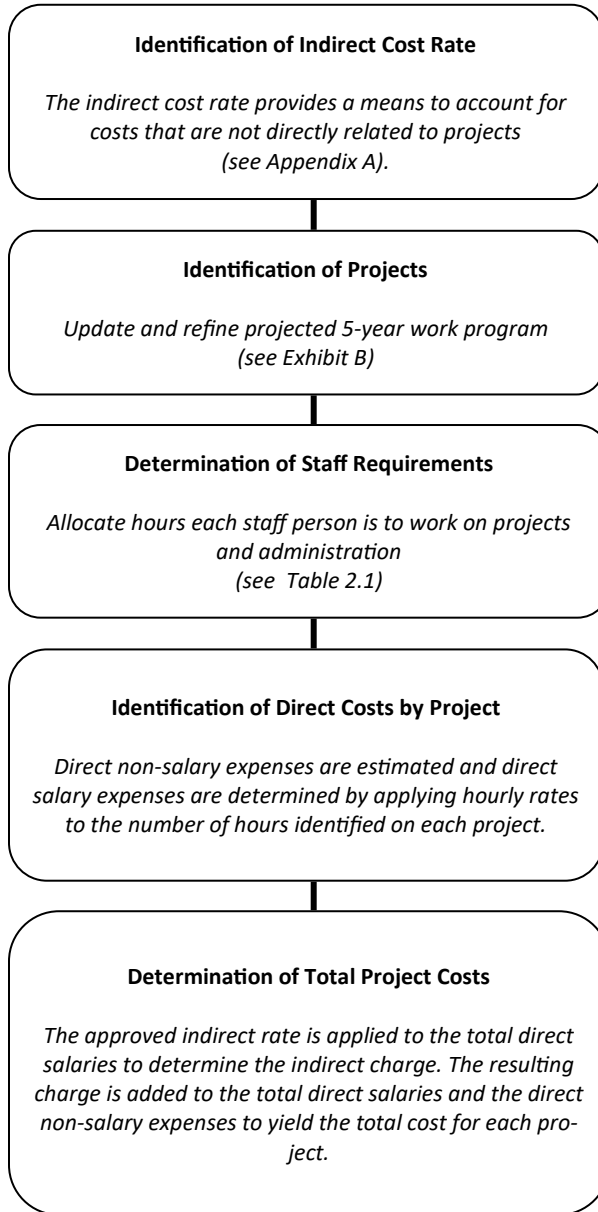


Exhibit E



PROJECTED FUNDING

Determining projected funding levels is an important part of the programming and budgeting process. The Sections 2 and 4 of this report address this subject in detail. Table 3.1 summarizes the projected funding for PL and Section 5305 (d) work activities programmed for FY 2018.

PROJECT COST ALLOCATION METHODOLOGY AND ITEMIZED COST REPORTS

The cost allocation methodology was developed in accordance with federal planning guidelines for the purpose of allocating funding for MCRPC program areas and transportation program areas in particular. It is presented in order to document the procedures employed in developing this work program. It outlines the procedure used to allocate direct and indirect costs, including the identification of projects, staff requirements, the indirect cost rate and the application of the rate to determine project costs. The methodology is illustrated in Exhibit E. The allocation of line item budget costs for FHWA PL and FTA Section 5305(d) funds are presented in Table 3.2. Table 3.3 identifies the total costs for each work element, along with the amount (80%) to be reimbursed by IDOT and the portion of that total to be provided by PL and Section 5305(d) funds. This report provides a guide for monthly project billings and provides a means to gauge the relative progress towards completing each program area.

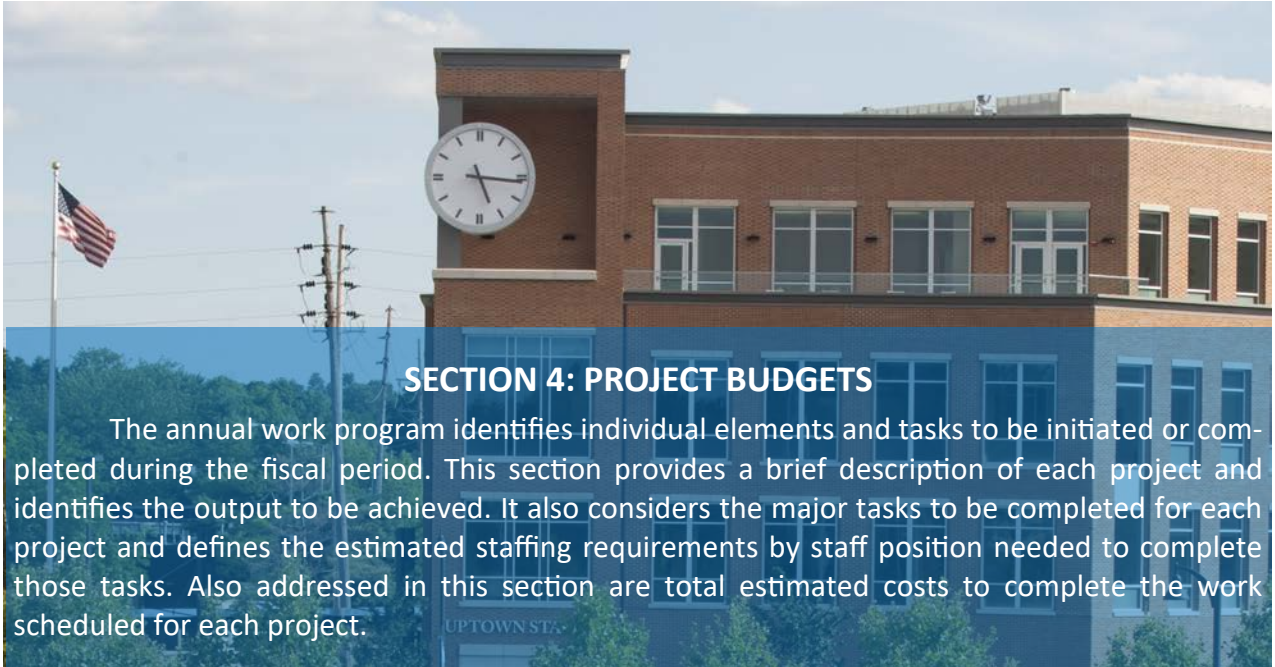
Table 3.1

PROJECTED FUNDING FOR TRANSPORTATION PLANNING ELEMENTS 3, 4 AND 5

Federal Metropolitan Planning (PL) Funds	\$284,888	80%
Planning Agency	\$71,222	20%
TOTAL FUNDS	<u>\$356,110</u>	<u>100%</u>
FTA Section 5305(d) Funds	\$66,537	80%
Planning Agency	\$16,634	20%
TOTAL FUNDS	<u>\$83,171</u>	<u>100%</u>

Table 3.2			
FY2018 Budget by Cost Item			
Cost Item	Federal Funding	Local Match	Total Amount
	PL/FTA		
	80%	20%	100%
Direct Cost			
Personnel Cost			
Senior Planner (JS)	56,916	14,229	71,145
Asso. Planner-Comp	30,480	7,620	38,100
Asso. Planner-Trans	44,968	11,242	56,210
Assistant Planner (JS)	29,866	7,467	37,333
Temporary/Part-Time	6,825	1,706	8,531
Total for Personnel Services	\$ 169,055	\$ 42,264	\$ 211,319
Advertising	1,600	400	2,000
Dues and Subscriptions	2,624	656	3,280
Miscellaneous	2,512	628	3,140
Postage	320	80	400
Professional Services	2,000	500	2,500
Reproduction	1,928	482	2,410
Supplies	512	128	640
Software and Support	27,300	6,825	34,126
Travel and Training	9,200	2,300	11,500
Total Direct Expenses	\$ 47,996	\$ 11,999	\$ 59,996
Indirect Cost	\$ 134,375	\$ 33,594	\$ 167,969
Total Cost	\$ 351,427	\$ 87,857	Table 3.2

Table 3.3					
ITEMIZED COST REPORT FOR FHWA PL AND SECTION 5305(d) FUNDS					
	<u>Program Category</u>	Total Program Category Charges	Amount To Be Reimbursed	PL Contract Limiting Amount	Section 5305(d) Contract Limiting Amount
3	Comprehensive Planning	221,686	109,763	88,981	20,782
4	Transportation Planning	210,693	168,553	136,640	31,913
5	Education & outreach	91,387	73,109	59,267	13,842
	TOTAL	\$523,766	\$351,425	\$284,888	\$66,537



SECTION 4: PROJECT BUDGETS

The annual work program identifies individual elements and tasks to be initiated or completed during the fiscal period. This section provides a brief description of each project and identifies the output to be achieved. It also considers the major tasks to be completed for each project and defines the estimated staffing requirements by staff position needed to complete those tasks. Also addressed in this section are total estimated costs to complete the work scheduled for each project.



This photo features Uptown, Normal— a national model for smart growth and sustainability.

Work Element 1- General Administration

This work element encompasses the general administration and support of the 3C transportation process to ensure that state and local partners maintain eligibility for the use of federal transportation funds to improve area surface transportation systems.

Accomplishments during FY 2017

- Migration of McLean County Geographic Information Systems (McGIS) from MCRPC to McLean County to reduce costs to its member agencies and increase program efficiencies.
- Partnering with McLean County on information technologies (IT) and telephone support to cut costs and improve efficiencies for MCRPC.
- Hired three new staff to replace vacated positions.
- Completion of FY 2016 audit with no significant findings.
- Submission of Indirect Cost Allocation Plan (ICAP) in compliance with new Grant Accountability and Transparency Act (GATA) for FY 2017; Preparation and presentation of ICAP for FY 2018.
- Creation of FY 2018 UWP

Planned activities during FY 2018

Task 1.1 - UWP Coordination: Meeting with local jurisdictions and other interested parties regarding transportation and land use planning issues; provide an interface between transportation planning process and the general community;

Task 1.2 -Financial Management: Timely creation and approval of FY 2019 ICAP and UWP; Completion of FY 2017 audit; Providing monthly financial reports to the Commission and appropriate state and federal agencies; Migration to a new accounting system to potentially eliminate redundancies in existing workflow;

Task 1.3 - Meetings: conducting regular Commission and staff meetings; conducting Executive Committee meetings, as needed; creation of agendas, maintaining minutes and providing other support as needed; timely payment of bills and submission of technical and financial reports and invoices to appropriate bodies;

Task 1.4 - Contracts, and Bylaws: Updating inter-governmental agreements and MCRPC bylaws per FHWA audit recommendations during FY 2017.

Task 1.5 - Information Management: Digitization of records, reorganization of electronic files on shared drives and establishing guidelines for better data management.

Task 1.6 - Professional Development: This task allows the Executive Director and the Office Manager to attend seminars, workshops, and conferences designed to enhance their technical skills and promote coordination between the MPO and other partner agencies and determine new directions in policy and program content.

Work products

FY 2019 ICAP and UWP; FY 2017 audit report; quarterly and annual performance reports; monthly financial reports; and other correspondence



GENERAL ADMINISTRATION BUDGET

Non-Salary Expenses:			
General Insurance		\$3,303	
Advertising		\$0	
Reference Materials		\$0	
Dues and Subscriptions		\$1,633	
Miscellaneous		\$600	
Postage		\$425	
Professional Services		\$9,000	
Reproduction		\$1,500	
Supplies		\$1,928	
Software and Support		\$167	
Telephone		\$1,000	
Travel and Training		\$5,000	
Equipment		\$0	
TOTAL			\$24,556
Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	1,950	\$143,871	
Senior Planner (JS)	0	\$0	
Asso. Planner-Comp (EL)	0	\$0	
Asso. Planner-Trans (DH)	0	\$0	
Assistant Planner (JS)	0	\$0	
Office Manager	1,950	\$56,375	
Temporary/Part-Time	0	\$0	
TOTAL	3,900		\$200,246
Indirect Costs (NA)			\$0
Adjusted Salaries			\$200,246
TOTAL PROJECT COSTS			\$224,802
FUNDING SOURCES			
An indirect cost rate @ 79.48% is applied to direct salary costs identified for each project to recover costs for general administration.			
TOTAL FUNDING			\$224,802

Work Element 2- Local Planning

This work element encompasses planning and technical assistance on local projects that directly support individual municipalities.

Accomplishments during FY 2017

- Completed the Dimmitt's Grove Neighborhood Plan.
- Restructured the Greenways Advisory Committee and established priority action areas to help bring additional focus to this long-standing committee. These priorities include the creation of a Sugar Creek watershed plan, identifying strategic extensions of the bike trails in McLean County, increasing education and outreach efforts to the rural communities on greenways and their benefits.
- MCRPC staff supported the efforts of the Autism Friendly Community in the preparation of a white paper outlining the needs in areas including housing, transportation, health, economic development and more for persons on the autism spectrum. Supported the preparation of McLean County's first joint Community Health Impact Assessment and Health Improvement Plan.
- Staff participated actively in the BN Advantage efforts.

Planned activities during FY 2018

Task 2.1 – Greenways: Continued coordination of the Greenways Advisory Council meetings and greenways conference; provide assistance in advancing the established priorities.

Task 2.2 – Neighborhood Planning: enable the residents to develop plans for their respective neighborhoods.

Facilitate such a process by

- a) Creating neighborhood planning template, based on the Dimmitt's Grove plan;
- b) Increasing access to micro-level data and information;
- c) Provide assistance to neighborhoods seeking to organize themselves formally;
- d) Organize a Neighborhood Network Forum that enables various groups in Bloomington, Normal and the surrounding area to exchange ideas, best practices, and other resources to help create vibrant neighborhoods and communities.
- e) Support implementation of existing neighborhood level plans, as staff time permits;

Task 2.3 – Historic Preservation: Assist the municipalities and other stakeholders with historic preservation efforts. Tasks could include creation and maintenance of a regional database of historical and cultural assets in Bloomington-Normal, McLean County.

Task 2.3 – other: Local planning or technical assistance needs that might arise from the municipalities, not-for-profit agencies or other stakeholder groups.

Work products

Neighborhood Planning Template; Neighborhood Network Forum; Regional historical and cultural assets database (possible)

LOCAL PLANNING BUDGET

Direct Non-Salary Expenses:			
Advertising		\$0	
Reference Materials		\$0	
Dues and Subscriptions		\$624	
Miscellaneous		\$1,000	
Postage		\$0	
Professional Services		\$0	
Reproduction		\$1,100	
Supplies		\$0	
Software and Support		\$4,500	
Travel and Training		\$0	
TOTAL			\$7,224
Direct Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	0	\$0	
Senior Planner (JS)	100	\$4,743	
Asso. Planner-Comp (EL)	680	\$20,400	
Asso. Planner-Trans (DH)	0	\$0	
Assistant Planner (JS)	400	\$12,444	
Office Manager	0	\$0	
Temporary/Part-Time	0	\$0	
TOTAL	1180		\$37,587
Indirect Costs			\$29,876
Adjusted Salaries (Direct Salaries plus Indirect)			\$67,463
TOTAL PROJECT COSTS			\$74,687
FUNDING SOURCES			
Regional Service Agreement			\$74,687
TOTAL FUNDING			\$74,687

Work Element 3- Comprehensive Planning

This component seeks to improve coordination between land use and transportation planning in a manner that supports the economic vitality of the metropolitan area. It strives to promote smart growth, protect and enhance the environment, promote energy conservation and improve the quality of life and place in Bloomington-Normal urbanized area.

Accomplishments during FY 2017

- Bring It On Bloomington, City of Bloomington's comprehensive planning effort led by MCRPC, received the Daniel Burnham Award for the outstanding comprehensive plan from the Illinois chapter of the American Planning Association. It was one of the eight plans nationally to get recognized at a silver level as part of the comprehensive plan standards for sustaining places from the national American Planning Association (APA).
- Provided assistance to City staff, health coalitions, not-for-profit organizations, educational institutions and other entities working towards implementing the Bring It On Bloomington plan.
- Completed the first two phases of Town of Normal's comprehensive plan, existing conditions analysis, and community visioning.
- Seamlessly integrated the Town's long-standing visioning process into the comprehensive planning process.
- Partnered with the City, the Town, and Bloomington Housing Authority to develop a regional housing study for Bloomington-Normal urbanized area. Expected completion date May 2017.

Planned activities during FY 2018

Task 3.1- Plan making and updates: Publish Town of Normal Comprehensive Plan for public comment no later than August 2017; Make any needed text or map amendments to the comprehensive plans authored or led by MCRPC; Hire a consultant to create a Regional Technology Plan.

Task 3.2 - Development review: Coordinate the long-standing intergovernmental meetings to monitor the development activity for consistency with the regional plans; Work with McLean County GIS system for integration of development monitoring process with GIS; Work with the Town, the City, and the Bloomington Housing Authority on the implementation of the housing plan. Tracking progress on the plans authored or led by MCRPC;

Task 3.3 – Complete Streets: Provide support to the Town of Normal and City of Bloomington's efforts on implementation of complete streets policies. Coordinate with the local arts community in creative placemaking, particularly those that enhance the experience of pedestrians and bicyclists.

Task 3.4 – Toolkit: Develop an implementation toolkit, ideally online, of ideas, funding mechanisms, case studies and other resources that help elected officials, municipal staff, not-for-profit organizations and other agencies help move the recommendations of the comprehensive plans forward.

Task 3.4 - Professional development: This task allows staff to attend seminars, workshops, and conferences designed to enhance their technical skills and promote coordination between the MPO and other partner agencies.

Work products

Town of Normal Comprehensive Plan; Regional Housing Study; Implementation Toolkit (partial); Regional Technology Plan (subject to availability of the State Metro Planning Grants);

COMPREHENSIVE PLANNING BUDGET

Direct Non-Salary Expenses:			
Advertising		\$0	
Reference Materials		\$0	
Dues and Subscriptions		\$1,200	
Miscellaneous		\$0	
Postage		\$0	
Professional Services		\$84,482	
Reproduction		\$1,710	
Supplies		\$215	
Software and Support		\$3,390	
Travel and Training		\$2,500	
TOTAL			\$93,497
Direct Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	0	\$0	
Senior Planner (JS)	180	\$8,537	
Asso. Planner-Comp (EL)	1,070	\$32,100	
Asso. Planner-Trans (DH)	600	\$19,272	
Assistant Planner (JS)	370	\$11,511	
Office Manager	0	\$0	
Temporary/Part-Time	0	\$0	
TOTAL	2220		\$71,420
Indirect Costs			\$56,769
Adjusted Salaries (Direct Salaries plus Indirect)			\$128,189
TOTAL PROJECT COSTS			\$221,686
FUNDING SOURCES			
IDOT- PL			\$88,981
IDOT- Section 5305(d)			\$20,782
Regional Service Agreement			\$27,441
State Metropolitan Planning Grants			\$84,482
TOTAL FUNDING			\$221,686

Work Element 4 - Transportation Planning

This work element encompasses long-range transportation planning activities including creation of the Long Range Transportation Plan (LRTP) and the activities that directly support the implementation of the projects outlined in the LRTP.

Accomplishments during FY 2017

- Successfully implemented the 2nd annual Good To Go Commuter Challenge. This challenge aims to improve resident health, increase the use of sustainable modes of transportation to improve air quality. More information at goodtogomclean.org
- BN Mobile (LRTP) update
- Completed population projections.
- MCRPC staff conducted an extensive BN Mobile (LRTP) outreach. Used variety of media to ensure to capture the voices of people from diverse backgrounds.
- Gathered data and conducted spatial analysis to support the planning process.
- Issued an RFQ and hiring a consultant to carry out regional freight planning.

Planned activities during FY 2018

Task 4.1 – BN Mobile (LRTP) update: Expected completion of the BN Mobile update September 2017. (Note: This task is a continuation of the LRTP update currently underway.) Manage the consultants conducting the Regional Freight Study; Work collaboratively with Ecology Action Center to create a Regional Energy Plan

Task 4.2 – Transportation administration and technical assistance: Providing technical assistance on transportation projects such as East Side Highway and complete streets and day to day operations of supporting regional transportation system including the review of local transportation projects and plans, issuing RFQ's and managing consultants for special transportation studies such as the Regional Freight Study.

Task 4.3 – Transportation Improvement Program (TIP): Preparation and development of TIP for the implementation of area transportation projects over the ensuing five years. Tasks could include publicizing and holding hearings and meetings on the TIP projects and potential amendments to the TIP.

Task 4.4 – Public Participation Plan: Create a standalone public participation plan that ensures open, timely, appropriate and continuous involvement of all stakeholders using both traditional and non-traditional methods.

Task 4.5 – Title VI Plan: Create and update a standalone Title VI plan that ensures non-discriminatory practices in transportation planning and programming as defined in Title VI of the Civil Rights Act of 1964. This plan will identify ways MCRPC will strive to engage all people irrespective of their race, color, national origin, religion, sex, disability, age and limited english language proficiency.

Task 4.6 – Sustainable transportation initiatives: Creation and implementation of programs such as Good To Go Commuter Challenge increase education and outreach on sustainable modes of transportation such as walking, biking, transit, and ridesharing; Support municipalities and other stakeholders in their efforts to enhance sustainable transportation options in the community.

Task 4.7 – Data monitoring and analysis: Develop and maintain, on an appropriate update cycle, the data and geographical information systems (GIS) essential to multi-modal transportation planning activities. This task also includes the creation of a transportation dashboard that tracks current conditions and historical data on multiple modes of transportation, along with social and demographic indicators, to determine the impact of changing development and travel patterns on the performance of regional transportation systems. This task is critical to transition into performance or outcome based planning and programming.

Task 4.8 - Travel Demand Modelling: This task will involve updating and maintaining a regional travel demand

model capable of estimating multi-modal trips and travel patterns.

Task 4.9 - Professional development: This allows staff to attend seminars, workshops, and conferences designed to enhance their technical skills and promote coordination between the MPO and other partner agencies.

Work products

BN Mobile, 2045 long-range transportation plan for Bloomington-Normal urbanized area; Regional Freight Study; FY 2018- FY2023 TIP; Elements of the Regional Energy Plan; Public Participation Plan; Title VI Plan; Regional Transportation Dashboard; Travel Demand Model; Title VI Plan

TRANSPORTATION PLANNING BUDGET			
Direct Non-Salary Expenses:			
Advertising		\$2,000	
Reference Materials		\$0	
Dues and Subscriptions		\$1,000	
Miscellaneous		\$0	
Postage		\$0	
Professional Services		\$0	
Reproduction		\$0	
Supplies		\$0	
Software and Support		\$20,736	
Travel and Training		\$3,000	
TOTAL			\$26,736
Direct Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	0	\$0	
Senior Planner (JS)	1,190	\$56,442	
Asso. Planner-Comp (EL)	0	\$0	
Asso. Planner-Trans (DH)	800	\$25,696	
Assistant Planner (JS)	380	\$11,822	
Office Manager	0	\$0	
TOTAL	3345		\$102,491
Indirect Costs			\$81,466
Adjusted Salaries (Direct Salaries plus Indirect)			\$183,957
TOTAL PROJECT COSTS			\$210,693
FUNDING SOURCES			
IDOT- PL			\$136,640
IDOT- Section 5305(d)			\$31,913
Regional Service Agreement			\$42,139
TOTAL FUNDING			\$210,692

Work Element 5 – Education and Outreach

This work element involves educating the community on the importance of their engagement in planning for the future of their community. It involves gathering meaningful input on transportation and comprehensive plans from residents (including corporate, institutional and not-for-profit citizens) of all walks of the community utilizing both traditional and non-traditional methods.

Accomplishments during FY 2017

- Increased awareness of MCRPC, its role, purpose, and programs in the community.
- Increased the number of community partnerships with over 150 agencies, organizations and not-for-profit entities.
- PlanIt Normal planning process: Reached over 1,700 members of the community and conducted over 40 stakeholder and small group interviews including non-profit organizations, utilities, developers, builders, realtors and different demographic groups to develop a comprehensive understanding of the community need of residents of various walks of life during the outreach process.
- MCRPC's 11th annual community information forum on Innovation Districts featuring the keynote speaker Bruce Katz from Brookings Institute was very successful. With over 200 community leaders in attendance, it was the highest attended Information Forum. It later sparked many conversations, including those about smart growth, technology, and entrepreneurship.

Planned activities during FY 2018

Task 5.1 – Website and social media: The current MCRPC website is not easily accessible or mobile friendly. This task allows MCRPC staff to completely revamp the existing website to enhance the user access and experience, both on the desktop and mobile versions; a social media outreach plan and implementation to provide

Task 5.2 – Community Information Forum: Host the 13th annual community information forum. As has been the practice, the specifics about the topic and the speaker will be determined at a later date in consultation with local stakeholders.

Task 5.3 – Parking Day: PARK(ing) Day is an annual worldwide event where parking spots/ parking lots are transformed into temporary public parks for a day. It is typically held on 3rd Friday in September. The purpose of this event is about reimagining the possibilities of urban landscape. MCRPC staff would like to partner local stakeholders to host the first annual PARK (ing) Day in McLean County. We hope to highlight the importance of smart growth, use of single occupancy vehicles, needs for multi-use public places, placemaking and other issues as identified in the two local comprehensive plans and the BN Mobile plan. Visit <http://parkingday.org/> for more information on the PARKing day event.

TASK 5.4 Publications: Reinststitute the Visions newsletter highlighting innovative planning practices and implementation of the adopted land use and transportation plans.

Work products

A new MCRPC website; Two Visions newsletters; 2018 Information Forum; (PARK)ing Day

EDUCATION AND OUTREACH BUDGET

Direct Non-Salary Expenses:			
Advertising		\$0	
Reference Materials		\$0	
Dues and Subscriptions		\$1,080	
Miscellaneous		\$3,140	
Postage		\$400	
Professional Services		\$2,500	
Reproduction		\$700	
Supplies		\$425	
Software and Support		\$10,000	
Travel and Training		\$6,000	
TOTAL			\$24,245
Direct Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	0	\$0	
Senior Planner (JS)	130	\$6,166	
Asso. Planner-Comp (EL)	200	\$6,000	
Asso. Planner-Trans (DH)	350	\$11,242	
Assistant Planner (JS)	450	\$14,000	
Office Manager	0	\$0	
TOTAL	1130		\$37,408
Indirect Costs			\$29,734
Adjusted Salaries (Direct Salaries plus Indirect)			\$67,142
TOTAL PROJECT COSTS			\$91,387
FUNDING SOURCES			
IDOT- PL			\$57,646
IDOT- Section 5305(d)			\$13,464
Regional Service Agreement			\$17,777
Information Forum Registrations			\$2,500
TOTAL FUNDING			\$91,387

Work Element 6 – Human Service Transportation Plan (HSTP)

HSTP is designed to meet the needs of the transportation disadvantaged population, including persons with disabilities, individuals with lower incomes, older adults and racial and ethnic minorities. MCRPC administers the Illinois Department of Transportation Human Services Transportation Plan process for Region 6, a five-county area in east central Illinois which includes Ford, Iroquois, Kankakee, Livingston, and McLean Counties. MCRPC staff serve as regional coordinators, facilitating program and resource coordination among governments, transportation providers, and social service agencies throughout the region.

Accomplishments during FY 2017

- Completed update of the regional HST plan
- Confirmed reorganization of technical and policy committees into joint committee
- Assisted in submission of successful vehicle purchase grant requests by SHOW BUS of Chenoa, McLean County and Futures Unlimited of Pontiac, Livingston County

Planned activities during FY 2018

Task 6.1 – HSTP administration and technical assistance: This includes day to day operations of supporting regional human service transportation system including coordinating the quarterly meetings, consultation with state and local agencies regarding improvements for non-emergency medical transport services and coordination with Veterans’ Administration staff to streamline veterans’ access to transportation to medical service providers.

Task 6.2 –HST Plan Updates and monitoring progress: Amend text and maps to integrate the urban HST plans and activities within McLean and Kankakee counties with the Region 6 Plan. Work towards its implementation and monitor its progress.

Task 6.3 – Mobility Management: Work with the service providers, social service organizations, veterans’ administration, hospitals and other medical providers to facilitate transit connections. Create an HSTP dashboard of data, maps, service provider information and other resources. Create a web page on MCRPC’s new website including the regional HSTP dashboard of data and information to enable easy access to participating agencies and the general public within Region 6 and beyond.

Work products

Consolidated Rural/Urban HST Plan; HSTP page on the new MCRPC website; HSTP Dashboard;



This photo features YWCA’s medivan, a program providing non-emergency medical transportation for individuals who need it the most.

HSTP BUDGET

Direct Non-Salary Expenses:			
Advertising		\$2,153	
Reference Materials		\$0	
Dues and Subscriptions		\$0	
Miscellaneous		\$0	
Postage		\$0	
Professional Services		\$3,000	
Reproduction		\$0	
Supplies		\$20	
Software and Support		\$6,500	
Travel and Training		\$1,000	
TOTAL			\$12,673
Direct Salaries:	Time	Dollar	
Staff Position	(Hours)	Total	
Executive Director	0	\$0	
Senior Planner (JS)	350	\$16,601	
Asso. Planner-Comp (EL)	0	\$0	
Asso. Planner-Trans (DH)	200	\$6,424	
Assistant Planner (JS)	350	\$10,889	
Office Manager	0	\$0	
Temporary/Part-Time	0	\$0	
TOTAL	900		\$33,914
Indirect Costs			\$26,957
Adjusted Salaries (Direct Salaries plus Indirect)			\$60,871
TOTAL PROJECT COSTS			\$73,544
FUNDING SOURCES			
Illinois Department of Transportation (Service Agreement)			\$73,544
TOTAL FUNDING			\$73,544

This photo features Bloomington Criterium, an annual bicycling race in Downtown Bloomington



Appendix A: FY2018 Indirect Cost Allocation Plan (ICAP)

The indirect cost allocation plan (ICAP) presents the approved indirect cost rate and supporting financial information.



An Indirect Rate Proposal

Prepared for:

**McLean County
Regional Planning Commission**

Based on Actual Expenditures for
Fiscal Year Ending June 30, 2016

**MCLEAN COUNTY REGIONAL PLANNING COMMISSION
INDIRECT RATE PROPOSAL – BASED ON COSTS FOR YEAR ENDING 6/30/2016
INDEX**

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Available upon request:

1. Audited Financial Statement
2. Personnel Costs Worksheets
3. Copies of Federal Award Grant Agreements

**TITLE 2 OF THE CFR, PART 200
CERTIFICATE OF INDIRECT COSTS**

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

1. All costs included in this proposal dated _____ to establish billing or final indirect costs rates for the fiscal year ended _____ are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Unallowable costs have been adjusted for in allocating costs as indicated in the indirect cost proposal.

2. All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Governmental Unit _____

D. Vasudhe
Signature _____

Name of Official

Title

Date of Execution

NOTE: THE ABOVE CERTIFICATION IS A REQUIREMENT OF 2 CFR 200. WE WILL NOT BE ABLE TO PROCESS YOUR INDIRECT COST PROPOSAL WITHOUT THIS CERTIFICATION.

E-mail certificate along with your indirect cost proposal to your assigned Regional office of Cost Allocation Services.

McLean County Regional Planning Commission
FY2018 Indirect Rate Proposal

Description of the Department

The Unified Work Program (UWP) identifies the work activities and budget for the McLean County Regional Planning Commission (MCRPC) for each Fiscal Year. The UWP serves as a guide for the efficient use of local, state and federal funds to carry out comprehensive planning, transportation planning, and related activities in McLean County, Illinois. Pursuant to this, the Unified Work Program identifies proposed work activities to be carried out in the fiscal year and includes a line item budget in support of those activities. The work activities and budget were developed within the broader framework of a projected five-year work program, which reflects both the MCRPC's overall mission and the objectives and requirements of the Fixing America's Surface Transportation Act (FAST).

The MCRPC actively monitors development and encourages and is engaged in the periodic updating of plans to ensure maximum effectiveness and applicability. These philosophies are embedded in the Commission's long range planning strategy and are reflected in the Projected Five-Year Work Program as well as annual Unified Work Programs. Additionally, transportation related activities specifically address the provisions of FAST and embody the planning guidelines set forth in the 23 CFR 450.

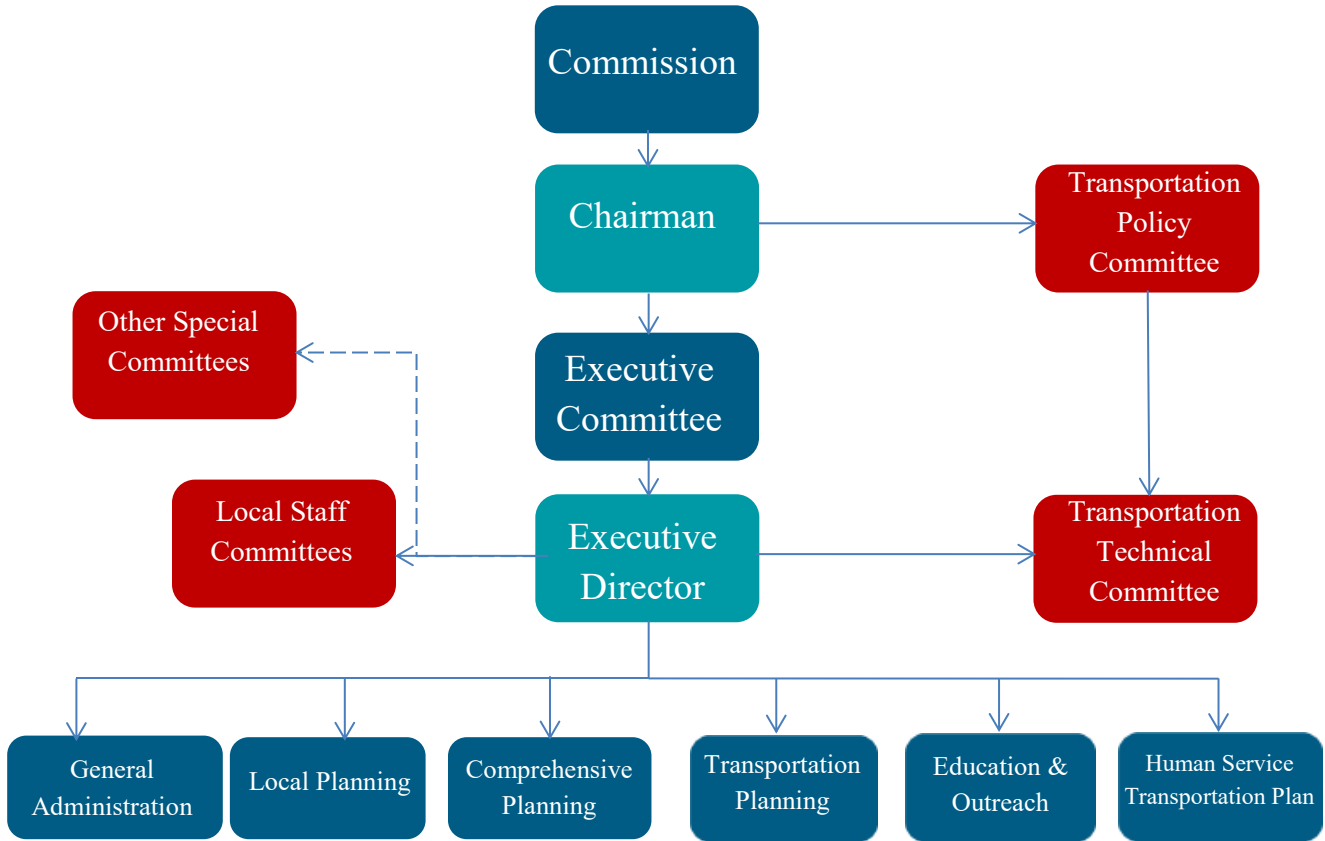
The five-year program will be updated and extended each year as part of the annual process of preparing the Unified Work Program. Thus, the projected five-year work program will continue to be an important component of the Unified Work Program as it serves to illuminate the vision of the work that lies ahead.

PROGRAM AREAS

The five-year work program includes three major categories of work activity, and identifies programs and projects within each category.

- **Administration** activities are shown as continuous work elements needed to support the planning programs.
- The **General Planning** category is comprised of a program that reflects the MCRPC's intent to provide training, technical assistance, development monitoring, spatial analysis and comprehensive planning throughout McLean County.
- The **Transportation** category includes continuous refinement and updating of the long range transportation plan and promoting sustainable modes of transportation. It also provides for the completion of special transportation

Exhibit C
Organizational Chart
McLean County Regional Planning Commission



McLean County Regional Planning Commission
FY2018 Indirect Rate Proposal

Description of the Department

projects and programs, and the annual updating of the Transportation Improvement Program (TIP), as well as the review and monitoring of performance metrics as outlined in the adopted plans and for use in future planning.

The work program provides for six staff members. In addition to the Executive Director and the Office Manager, the budgeted staff positions include Senior Transportation Planner, Associate Planner - Transportation/Comprehensive Planning, Associate Planner - Comprehensive Planning, and Assistant Planner.

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MCLEAN COUNTY REGIONAL PLANNING COMMIMION (MCRPC)
Cost Policy Statement

A. Salaries

Actual salary and fringe benefit costs are provided by program through the County Treasurer's Office on a pay period basis. MCRPC contributes to the following fringe benefits for its employees:

- FICA (Social Security), Medicare
- Illinois Municipal Retirement Fund
- Worker's Compensation Insurance
- Health, Life and Dental insurance

Each employee keeps a daily time sheet, which accumulates time over a two-week pay period. At the end of each pay period, the time sheets are submitted to the Office Manager by each employee. The time and cost summary is prepared for each month.

The distinction between direct and indirect is primarily based on activities performed. When activities are specific to one program, they are considered *direct costs* because they do not benefit multiple programs. When the activities are necessary and beneficial to all department-wide programs, then they are *indirect*.

The method for assigning costs related to each of the two categories is as follows:

1. Direct Salary Costs – The majority of MCRPC employees directly record their hours since their work is specifically and directly identifiable to programs.
2. Indirect Salary Costs – Where activities cannot be readily assigned to any particular program, hours are recorded as indirect. These include duties performed by the Executive Director and Office Manager.

B. Other Operating Expenditures

Other operating expenditures (with exceptions discussed below) may be charged as either direct or indirect costs depending on the purpose of the expenditure. In general, if an expenditure is necessary and beneficial to all programs or the time spent in tracking of use would be burdensome (such as for general office supplies) then it is classified as indirect. If an expenditure is specific to a single program, it is classified directly to that program.

C. Capital Items

Capital expenditures are charged directly to programs only in cases where a program authorizes such charges. Capital items that benefit all programs are assigned to the indirect cost pool.

D. Indirect Costs

Only one level of indirect cost are included in the allocation procedures;

MCLEAN COUNTY REGIONAL PLANNING COMMIMION (MCRPC)
Cost Policy Statement

MCRPC Indirect Costs – The indirect costs consisting of MCRPC salaries, fringe benefits and operating expenditures, derived through the methods described above, are accumulated on a monthly basis.

E. Indirect Cost Allocation Methodology

The MCRPC Indirect Costs are summed and divided by the MCRPC direct salaries and fringe benefits to arrive at the MCRPC Indirect Rate based on the final audit of the Fiscal Year 2016 (July 1, 2015 – June 30, 2016).

F. Type of Indirect Rate

The MCRPC will use a Fixed Indirect Cost Rate, which will be agreed to in advance, based on an estimate of future costs, but it is not retroactively adjusted. Instead the difference between estimated and actual costs is carried forward to future years.

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COMPUTATION OF RATE

A single, composite indirect cost rate for the McLean County Regional Planning Commission (MCRPC) is proposed. The rate is to be applied against salaries and fringe benefits. The rate calculation is follows:

Part 1. Computation of Carryforward - Difference Between the FY 2016 Fixed Rate Recoveries and Actual FY 2016 Costs

Line 1	Fixed Indirect Cost Rate (FY 2016, based on FY 2014 actuals)	0.00%
Line 2	Base Expenditures (FY 2014) Direct Salaries and Fringe Benefits	\$0
Line 3	Indirect Cost Expenditures (FY 2014) From MCRPC Department Administration Total	<u>\$0</u> \$0
Line 4	Actual Base Expenditures (FY 2016) Direct Salaries and Fringe Benefits	\$404,034
Line 5	Actual Indirect Cost Expenditures (FY 2016) From MCRPC Department Administration Total	<u>\$236,026</u> \$236,026
Line 6	Net Assumed Indirect Cost Recovery \$269,537 X 0.00% =	\$0
Line 7	Under (Over) Recovery - Net Carryforward (Line 5 less Line 6)	\$236,026
Line 8	Net Carryforward to FY 2018	\$0

Note: Under Recovery Voluntarily Waived

**Part 2. Computation of Fixed Indirect Cost Rate for
Use in FY 2018 Based on Actual FY 2016 Costs**

Line 9	Indirect Cost Expenditures From MCRPC Department Administration Total		<u>236,026</u>	\$236,026	
Line 10	Fixed Indirect Cost Rate - FY 2018				
	\$236,026	/	\$269,537	=	87.57%

Draft

MCLEAN COUNTY REGIONAL PLANNING COMMISSION
FY 2016 DIRECT SALARY & FRINGE BENEFIT BASE

Salaries and Fringe Benefits Paid Per FY 2016 Financial Records:		
Salaries	McLean County Regional Planning Commission	\$451,128
Fringes	McLean County Regional Planning Commission	<u>161,673</u>
Total		\$612,801
Less Administrative Salaries Not Directly Assigned		
	Indirect Salaries	\$162,756
	Indirect Fringe Benefits	<u>\$46,011</u>
Total		\$208,767
Less Planned Staff Reductions		
Salaries	McLean County Regional Planning Commission	\$109,815
Fringes	McLean County Regional Planning Commission	<u>24,682</u>
Total		\$134,497
Direct Wage & Fringe Benefit Base		<u>\$269,537</u>

Draft

McLean County Regional Planning Commission			
Indirect Rate Proposal Based on Actual Costs from CFY 2016			
Distribution of Expenses to Indirect and Direct Cost Pools			
<u>Account / Description</u>	<u>Indirect (1)</u>	<u>Direct</u>	<u>Total</u>
Salaries	162,755	288,373	451,128
Payroll Tax Expense	12,150	22,710	34,860
IMRF	20,437	64,075	84,512
Health Insurance	13,425	28,876	42,301
Advertising	295	5,449	5,744
Reference Materials (Books)	0	197	197
Dues and Subscriptions	1,633	3,663	5,296
General Insurance	3,303	0	3,303
Miscellaneous	3,603	1,093	4,696
Postage	425	838	1,263
Professional Services	9,000	36,487	45,487
Office Rent	0	34,600	34,600
Reproduction (Printing)	3,215	7,544	10,759
Office Supplies	1,928	4,629	6,557
Software and Support	167	31,907	32,074
Telephone	3,148	0	3,148
Travel	542	14,507	15,049
Depreciation Expense	0	11,074	11,074
Totals	236,026	556,022	792,048
			792,048
(1) Indirect Costs are those reported under Account # 61****			

McLEAN COUNTY REGIONAL PLANNING COMMISSION

STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

For the years ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating Revenues		
Local revenue	\$ 471,281	\$ 677,700
Federal contract revenue	386,609	403,346
On behalf payments	34,600	34,600
Miscellaneous income	<u>18,215</u>	<u>4,309</u>
Total operating revenue	<u>910,705</u>	<u>1,119,955</u>
Operating Expenses		
Salaries	451,128	522,082
Payroll taxes	34,860	38,132
IMRF (retirement)	84,512	34,048
Books	197	569
Professional services	45,487	239,173
Dues	5,296	11,366
Equipment	-	462
Insurance		
General	3,303	3,559
Health	42,301	47,010
Advertising	5,744	8,045
Postage	1,263	2,109
Printing	10,759	9,831
Rent	34,600	34,600
Software & support	32,074	40,539
Supplies	6,557	5,895
Telephone	3,148	2,553
Travel	15,049	14,030
Miscellaneous expense	4,696	6,940
Depreciation expense	<u>11,074</u>	<u>10,153</u>
Total operating expenses	<u>792,048</u>	<u>1,031,096</u>
Operating income (loss)	118,657	88,859
Other Income and Expenses		
Interest income	<u>761</u>	<u>728</u>
Change in Net Position	<u>119,418</u>	<u>89,587</u>
Net Position, Beginning of year	<u>976,948</u>	<u>887,361</u>
Net Position, End of year	<u>\$ 1,096,366</u>	<u>\$ 976,948</u>

The accompanying notes are an integral part of the financial statements.

Federal Grant:	CFDA Number	Federal Awarding Agency	Pass Thru Agency	Grant or Agreement Number	Award Amount	Award Period Start Date	Award Period End Date
FY-2016 Street & Highway and Transit Planning Program (PL Funds)	20.205	FHWA	IDOT	SPR-PL-3000(5)	\$271,227.00	07/01/2015	06/30/2016
FY-2016 Street & Highway and Transit Planning Program (FTA Sec. 5305(d) funds)	20.505	FTA	IDOT	IL-80-0012	\$66701.00	07/01/2015	06/30/2016
Region 6 Human Services Transportation Planning (FTA Sec. 5310 funds)	20.513	FTA	IDOT	IL-18-X031 & IL-18-X032	\$123,707.00	07/01/2015	06/30/2017

Draft



MCLEAN COUNTY
Regional Planning Commission

www.mcplan.org

Prepared by

McLean County Regional Planning Commission

115 E. Washington St. #M103

Bloomington, Illinois 61701

(309) 828-4331



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Fire Department

SUBJECT: Consideration of an Ordinance amending Ordinance 2018-23 for the FY 2019 Budget for the Fiscal Year Ending April 30, 2019 to allow for the expenditure in the amount of \$60,900, using donated funds from the Park Dedication Fund, to purchase materials such as bricks, masonry work, flagpoles, and lighting, as requested by the Fire department.

RECOMMENDATION/MOTION: The Ordinance amending Ordinance 2018-23 for the FY 2019 Budget for the Fiscal Year Ending April 30, 2019 to allow for the expenditure in the amount of \$60,900, using donated funds from the Park Dedication Fund, to purchase materials such as bricks, masonry work, flagpoles, and lighting be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Bloomington Fire Department is celebrating 150 years as a professional career organization. In honor of this milestone, Fire Department personnel have formed a committee to fund and build a fire service memorial at the current location where the original bell from the old Central Fire Station is standing. The location will be given a new look with coordination of Bloomington Parks and Recreation staff. The Fire Service Memorial will have a new brick surface with the bell being the center piece and two adjacent locations each with a bronze statue. To pay for this, the committee has been raising funds to be used for this purpose. These donations went into the Park Dedication Fund and will be used to fund the project.

Fund raising has secured \$100,900, with the 2% Foreign Fire Insurance Committee committing to funding the additional amount needed to reach the \$125,000 by calendar year 2022, which will be needed to complete the project in total.

Additional fund raising is ongoing with an additional \$60,900 already raised that will be used to build a fire service memorial at the current location where the original bell from the old Central Fire Station is standing. The location will be given a new look with coordination of Bloomington Parks and Recreation staff. The Fire Service Memorial will have a new brick surface with the bell being the center piece. All funds have been donated/committed to the City for this project. Staff will bring back additional items to award the work at a future date.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Firefighters

FINANCIAL IMPACT: The 2% Foreign Fire Insurance Committee has committed to funding the amount needed to reach the \$125,000 by calendar year 2022. \$100,900 has been raised to date. These funds have been deposited in the Park Dedication Fund under the donations account (24104100-57310). \$40,000 of the \$100,900 has been used to date. The remaining \$60,900 will be transferred into Park Dedication-Other Capital Outlay account (24104100-72190). These funds will be used for materials to complete the Fire Service Memorial project. Expenditures will be approved utilizing the appropriate procurement method.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Brian M. Mohr

Finance & Budgetary Review By:

Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Budget Amendment Ordinance
- Budget Amendment Exhibit

ORDINANCE NO. 2018 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

Total costs of \$60,900 for ongoing Fire Memorial construction at the Fire Service Memorial location at Miller Park, to be paid from donated funds.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

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

PASSED this 9th day of July 2018.

APPROVED this ____ day of July 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
24104100-57310	Park Dedication	Donations	\$ (60,900.00)	
24104110-72190	Park Dedication	Other Capital Outlay	\$ 60,900.00	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Ordinance approving the Transfer of Property, via a Quit Claim Deed, known as a 5’ outlot adjacent to 122 Magoun Drive, in the amount of \$847, to the adjacent property owners, Michael and Caroline Fleming, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Ordinance approving the Transfer of Surplus, via a Quit Claim Deed, known as a 5’ outlot adjacent to 122 Magoun Drive, in the amount of \$847, to the adjacent property owners, Michael and Caroline Fleming, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods

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

BACKGROUND:

Michael Fleming applied for a permit from the Public Works Department for a driveway off of Lumber Street. However, when Lumber Street was platted a 5’ Outlot was created and is owned by the City. Therefore, the Fleming residence at 122 Magoun Drive does not currently have frontage to Lumber Street. City Staff believes the Outlot does not need to be owned by the City and recommends that the portion that is adjacent to the Fleming property be sold so that the requested driveway can be permitted.



Exhibit B shows the Final Plat for Tjaden’s Western Consolidation Subdivision. During this time period of time the City of Bloomington had purchased parcels in this area as a redevelopment project and to create right-of-way for Lumber Street. Lumber Street had to be realigned for the

Oakland Street bridge over the railroad to be constructed. The referenced Final Plat created the Outlot in question, Outlot 7. The original purpose of Outlot 7 is unknown. It is possible that it was simply a remainder from the needed right-of-way or to restrict access to Lumber Street. Regardless of how Outlot 7 originated, the Project Review Group (PRG), which consists of representatives from various City Departments, is of the opinion that the City does not need to own Outlot 7.

A price of \$1.75 per square foot was estimated based on 3 times the assessed value of the adjacent property. The area to be sold is 484 square foot which equals \$847.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Michael Fleming

FINANCIAL IMPACT: The City will be paid \$847.00 for this property which is to be deposited to the Capital Improvement-Sale of Property account (40100100-57110). This revenue item was not budgeted.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E., Civil Engineer II
Reviewed By: Jim Karch, P.E. MPA, Director of Public Works
Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director
Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance Approving The Transfer Of Surplus Property Known As A 5' Outlot Adjacent To 122 Magoun Drive In The City Of Bloomington
- Deed Fleming Sale
- Deed EXB Fleming Sale
- PTAX203 Fleming Sale

ORDINANCE 2018 - ____

AN ORDINANCE APPROVING THE TRANSFER OF SURPLUS PROPERTY KNOWN AS 5' OUTLOT ADJACENT TO 122 MAGOUN DRIVE IN THE CITY OF BLOOMINGTON

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

WHEREAS, the City owns and holds title to an 5' outlot adjacent to 122 Magoun Drive; and

WHEREAS, the City Council finds that the outlot adjacent to 122 Magoun Drive is no long necessary, appropriate, or required for the use of the City; and

WHEREAS, in accordance with its home-rule powers, the City Council hereby approves the transfer of the outlot to the adjacent property owners, Michael and Caroline Fleming, for the purchase price of \$847.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Council authorizes the issuance of a Quit Claim Deed transferring the 5' outlot adjacent to 122 Magoun Drive (the portion of PIN No. 21-05-380-042 legally described as the west sixty (60) feet of Outlot 7 in Tjaden's Western Consolidated Subdivision in the Southeast Quarter of the Southwest Quarter of Section 5, Township 23 North, Range 2 East of the Third Principal Meridian in the City of Bloomington, McLean County, Illinois) to Michael and Caroline Fleming, for the purchase price of \$847. The Mayor is authorized to execute the Quit Claim Deed.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 9th day of July 2018.

APPROVED this ____ day of July 2018.

CITY OF BLOOMINGTON:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

PREPARED BY AND
RETURN TO:

Aaron D. Evans
Sorling Northrup
1 N. Old State Capitol Plaza,
Suite 200
P. O. Box 5131
Springfield, IL 62705-5131
Phone: 217.544.1144

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, that the Grantor, **CITY OF BLOOMINGTON**, an Illinois municipal corporation, of the County of McLean and State of Illinois, for and in consideration of the sum of Eight Hundred Forty-seven Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority given **CONVEYS** and **QUIT CLAIMS** to Michael and Caroline Fleming, of the City of Bloomington, County of McLean, and State of Illinois, all its right, title and interest in and to the real estate, legally described on the attached **Exhibit A** and depicted on the attached **Exhibit B**, situated in McLean County, Illinois.

Dated this _____ day of July 2018.

CITY OF BLOOMINGTON, an Illinois
municipal corporation

By: _____
Tari Renner, Mayor

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Tari Renner, personally known to me to be the Mayor of the City Of Bloomington, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as Mayor, and as the free and voluntary act and deed of the City of Bloomington for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2018.

Notary Public

MAIL TAX BILL TO:

Michael and Caroline Fleming
122 Magoun Drive
Bloomington, IL 61701

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45(b).

Dated: _____

Buyer, Seller or Representative

EXHIBIT A
Legal Description

The west sixty (60) feet of Outlot 7 in Tjaden's Western Consolidated Subdivision in the Southeast Quarter of the Southwest Quarter of Section 5, Township 23 North, Range 2 East of the Third Principal Meridian in the City of Bloomington, McLean County, Illinois.

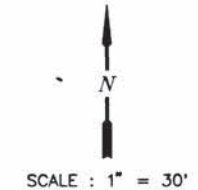
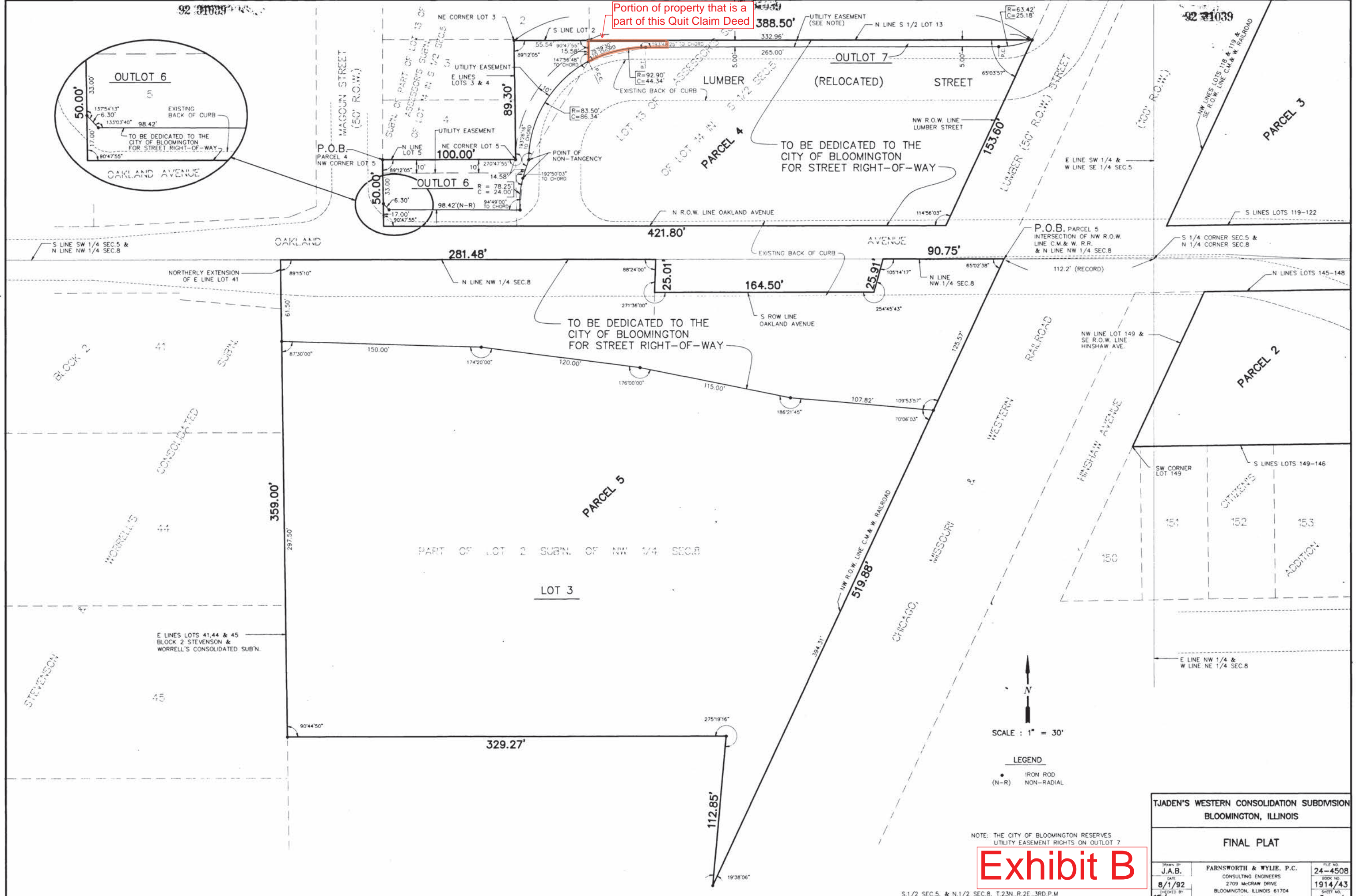
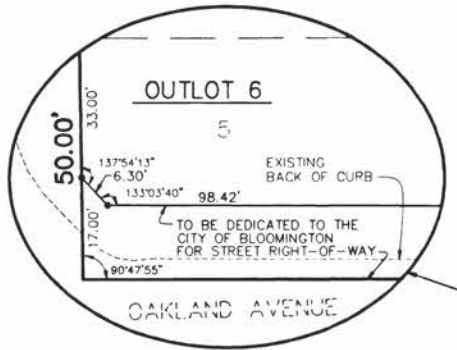
Permanent Parcel No.: 21-05-380-042 (portion of this Parcel as described above)

Property Address: N/A

EXHIBIT B
Illustration of Property

See attached.

Portion of property that is a part of this Quit Claim Deed



LEGEND
 ● IRON ROD
 (N-R) NON-RADIAL

NOTE: THE CITY OF BLOOMINGTON RESERVES UTILITY EASEMENT RIGHTS ON OUTLOT 7

Exhibit B

TJADEN'S WESTERN CONSOLIDATION SUBDMISION BLOOMINGTON, ILLINOIS		
FINAL PLAT		
DRAWN BY J.A.B.	DATE 8/1/92	CHECKED BY CEH
FARNSWORTH & WYLIE, P.C. CONSULTING ENGINEERS 2709 MCGRAW DRIVE BLOOMINGTON, ILLINOIS 61704 (309) 663-8435		FILE NO. 24-4508 BOOK NO. 1914/43 SHEET NO. 3 of 4

S.1/2 SEC.5. & N.1/2 SEC.8, T.23N.,R.2E.,3RD.P.M



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.
This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.

1 _____
Street address of property (or 911 address, if available)

_____ ZIP _____
City or village

_____ Township

2 Write the total number of parcels to be transferred. _____

3 Write the parcel identifying numbers and lot sizes or acreage.

Property index number (PIN)	Lot size or acreage
a _____	_____
b _____	_____
c _____	_____
d _____	_____

Write additional property index numbers, lot sizes or acreage in Step 3.

4 Date of instrument: _____ / _____
Month Year

5 Type of instrument (Mark with an "X."): _____ Warranty deed
_____ Quit claim deed _____ Executor deed _____ Trustee deed
_____ Beneficial interest _____ Other (specify): _____

6 _____ Yes _____ No Will the property be the buyer's principal residence?

7 _____ Yes _____ No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended (Mark **only one item per column** with an "X.")

- a _____ Land/lot only
- b _____ Residence (single-family, condominium, townhome, or duplex)
- c _____ Mobile home residence
- d _____ Apartment building (6 units or less) No. of units: _____
- e _____ Apartment building (over 6 units) No. of units: _____
- f _____ Office
- g _____ Retail establishment
- h _____ Commercial building (specify): _____
- i _____ Industrial building
- j _____ Farm
- k _____ Other (specify): _____

Do not write in this area.
County Recorder's Office use.

County: _____

Date: _____

Doc. No.: _____

Vol.: _____

Page: _____

Received by: _____

9 Identify any significant physical changes in the property since January 1 of the previous year and **write the date of the change**.

Date of significant change: _____ / _____
Month Year

- (Mark with an "X.")
- _____ Demolition/damage _____ Additions _____ Major remodeling
 - _____ New construction _____ Other (specify): _____

10 Identify only the items that apply to this sale. (Mark with an "X.")

- a _____ Fulfillment of installment contract —
year contract initiated : _____
- b _____ Sale between related individuals or corporate affiliates
- c _____ Transfer of less than 100 percent interest
- d _____ Court-ordered sale
- e _____ Sale in lieu of foreclosure
- f _____ Condemnation
- g _____ Short sale
- h _____ Bank REO (real estate owned)
- i _____ Auction sale
- j _____ Seller/buyer is a relocation company
- k _____ Seller/buyer is a financial institution or government agency
- l _____ Buyer is a real estate investment trust
- m _____ Buyer is a pension fund
- n _____ Buyer is an adjacent property owner
- o _____ Buyer is exercising an option to purchase
- p _____ Trade of property (simultaneous)
- q _____ Sale-leaseback
- r _____ Other (specify): _____

- s _____ Homestead exemptions on most recent tax bill:
- 1 General/Alternative \$ _____
 - 2 Senior Citizens \$ _____
 - 3 Senior Citizens Assessment Freeze \$ _____

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration	11 \$ _____
12a Amount of personal property included in the purchase	12a \$ _____
12b Was the value of a mobile home included on Line 12a?	12b _____ Yes _____ No
13 Subtract Line 12a from Line 11. This is the net consideration for real property.	13 \$ _____
14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14 \$ _____
15 Outstanding mortgage amount to which the transferred real property remains subject	15 \$ _____
16 If this transfer is exempt, use an "X" to identify the provision.	16 _____b _____k _____m
17 Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17 \$ _____
18 Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62).	18 _____
19 Illinois tax stamps — multiply Line 18 by 0.50.	19 \$ _____
20 County tax stamps — multiply Line 18 by 0.25.	20 \$ _____
21 Add Lines 19 and 20. This is the total amount of transfer tax due.	21 \$ _____

This form is authorized in accordance with 35 ILCS 200/31-1 et seq. Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center. IL-492-0227

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

Seller's or trustee's name	Seller's trust number (if applicable - not an SSN or FEIN)
Street address (after sale)	City State ZIP ()
Seller's or agent's signature	Seller's daytime phone

Buyer Information (Please print.)

Buyer's or trustee's name	Buyer's trust number (if applicable - not an SSN or FEIN)
Street address (after sale)	City State ZIP ()
Buyer's or agent's signature	Buyer's daytime phone

Mail tax bill to:

Name or company	Street address	City	State	ZIP
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Preparer Information (Please print.)

Preparer's and company's name	Preparer's file number (if applicable)
Street address	City State ZIP ()
Preparer's signature	Preparer's daytime phone
Preparer's e-mail address (if available)	

Identify any required documents submitted with this form. (Mark with an "X.") Extended legal description Form PTAX-203-A
 Itemized list of personal property Form PTAX-203-B

To be completed by the Chief County Assessment Officer

<p>1 County _____ Township _____ Class _____ Cook-Minor _____ Code 1 _____ Code 2 _____</p> <p>2 Board of Review's final assessed value for the assessment year prior to the year of sale.</p> <p>Land _____, _____, _____, _____</p> <p>Buildings _____, _____, _____, _____</p> <p>Total _____, _____, _____, _____</p>	<p>3 Year prior to sale _____</p> <p>4 Does the sale involve a mobile home assessed as real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5 Comments _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Illinois Department of Revenue Use	Tab number
-------------------------------------------	-------------------

Instructions for Form PTAX-203, Illinois Real Estate Transfer Declaration

General Information

The information requested on this form is required by the Real Estate Transfer Tax Law (35 ILCS 200/31-1 *et seq.*). All parties involved in the transaction must answer each question completely and truthfully.

What is the purpose of this form?

County offices and the Illinois Department of Revenue use this form to collect sales data and to determine if a sale can be used in assessment ratio studies. This information is used to compute equalization factors. Equalization factors are used to help achieve a state-wide uniform valuation of properties based on their fair market value.

Must I file Form PTAX-203?

You must file either (1) Form PTAX-203 and any required documents with the deed or trust document **or** (2) an exemption notation on the original deed or trust document at the County Recorder's office within the county where the property is located. File Form PTAX-203 for all real estate transfers except those qualifying for exempt status under (a), (c), (d), (e), (f), (g), (h), (i), (j), or (l) listed below.

Which property transfers are exempt from real estate transfer tax?

The following transactions are exempt from the transfer tax under 35 ILCS 200/31-45.

- (a) Deeds representing real estate transfers made before January 1, 1968, but recorded after that date and trust documents executed before January 1, 1986, but recorded after that date.
- (b) Deeds to or trust documents relating to (1) property acquired by any governmental body or from any governmental body, (2) property or interests transferred between governmental bodies, or (3) property acquired by or from any corporation, society, association, foundation or institution organized and operated exclusively for charitable, religious or educational purposes. However, deeds or trust documents, other than those in which the Administrator of Veterans' Affairs of the United States is the grantee pursuant to a foreclosure proceeding, shall not be exempt from filing the declaration.
- (c) Deeds or trust documents that secure debt or other obligation.
- (d) Deeds or trust documents that, without additional consideration, confirm, correct, modify, or supplement a deed or trust document previously recorded.
- (e) Deeds or trust documents where the actual consideration is less than \$100.
- (f) Tax deeds.
- (g) Deeds or trust documents that release property that is security for a debt or other obligation.
- (h) Deeds of partition.
- (i) Deeds or trust documents made pursuant to mergers, consolidations or transfers or sales of substantially all of the assets of corporations under plans of reorganization under the Federal Internal Revenue Code (26 USC 368) or Title 11 of the Federal Bankruptcy Act.
- (j) Deeds or trust documents made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock.
- (k) Deeds when there is an actual exchange of real estate and trust documents when there is an actual exchange of beneficial interests, except that that money difference or money's worth paid from one to the other is not exempt from the tax. These deeds or trust documents, however, shall not be exempt from filing the declaration.
- (l) Deeds issued to a holder of a mortgage, as defined in Section 15-103 (now Section 15-1207) of the Code of Civil Procedure, pursuant to a mortgage foreclosure proceeding or pursuant to a transfer in lieu of foreclosure.
- (m) A deed or trust document related to the purchase of a principal residence by a participant in the program authorized by the Home Ownership Made Easy Act, except that those deeds and trust documents shall not be exempt from filing the declaration.

Can criminal penalties be imposed?

Anyone who willfully falsifies or omits any required information on Form PTAX-203 is guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Anyone who knowingly submits a false statement concerning the identity of a grantee of property in Cook County is guilty of a Class C misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. The penalties that could be imposed for each type of misdemeanor are listed below (35 ILCS 200/31-50 and 730 ILCS 5/5-8-3 and 5/5-9-1).

Misdemeanor	Prison Term	Maximum Fines
Class A	less than 1 year	\$2,500
Class B	not more than 6 months	\$1,500
Class C	not more than 30 days	\$1,500

Line-by-line Instructions

The sellers and buyers or their agents must complete Steps 1 through 4 of this form. For transfers of a beneficial interest of a land trust, complete the form substituting the words "assignor" for "seller" and "assignee" for "buyer."

Step 1: Identify the property and sale information.

Line 1 — Write the property's street address (or 911 address, if available), city or village, zip code, and township in which the property is located.

Line 3 — Write all the parcel identifying numbers and the properties' lot sizes (e.g., 80' x 100') or acreage. If only the combined lot size or acreage is available for multiple parcels, write the total on Line 3a under the "lot size or acreage" column. If transferring only a part of the parcel, write the letters "PT" before the parcel identifying number and write the lot size or acreage of the split parcel. If transferring a condominium, write the parcel identifying number and the square feet of the condominium unit. If surface rights are not being transferred, indicate the rights being transferred (e.g., "minerals only"). If transferring right-of-way (ROW) property that does not have a parcel identifying number, write "ROW only." If five or more parcels are involved, use the space provided on Page 2, Step 3. The parcel identifying number is printed on the real estate tax bill and assessment notice. The chief county assessment officer can assist you with this information.

Line 4 — Write the month and year from the instrument.

Line 5 — Use an "X" to identify the type of instrument (*i.e.*, deed, trust document, or facsimile) to be recorded with this form. For a deed-in-trust, limited warranty, special warranty, trust deed, or other deed types not listed on this form, select "Other" and write the deed type. "Joint tenancy" and "tenants-in-common" identify ownership rights and **cannot** be used as a deed type.

Line 6 — Select "Yes" if the property will be used as the buyer's principal dwelling place and legal residence.

Line 7 — Select "Yes" if the property was sold using a real estate agent or advertised for sale by newspaper, trade publication, radio/electronic media, or sign.

Line 8 — Use an "X" to select **one** item under each of the column headings "Current" and "Intended." "Current" identifies the current or most recent use of the property. "Intended" identifies the intended or expected use of the property after the sale. If the property has more than one use, identify the **primary** use only.

Line 8h, Commercial building — Write the type of business (bank, hotel/motel, parking garage, gas station, theater, golf course, bowling alley, supermarket, shopping center, *etc.*).

Line 8k, Other — Choose this item only if the primary use is not listed and write the primary use of the property.

Note: For Lines 8h and 8k, if the current and intended categories are the same but the specific use will change, (*i.e.*, from bank to theater), write the **current** use **on** the line provided and write the **intended** use **directly below** the line provided.

Line 9 — Use an “X” to identify any significant physical changes in the property since January 1 of the previous year. Write the date the change was completed or the property was damaged.

Line 10 — Select only the items that apply to this sale. A definition is provided below for all items marked with an asterisk.

Line 10a, Fulfillment of installment contract — The installment contract for deed is initiated in a calendar year prior to the calendar year in which the deed is recorded. Write the year the contract was initiated between the seller and buyer. Do **not** select this item if the installment contract for deed was initiated and the property was transferred within the same calendar year.

Line 10c, Transfer of less than 100 percent interest — The seller transfers a portion of the total interest in the property. Other owners will keep an interest in the property. Do **not** consider severed mineral rights when answering this question.

Line 10d, Court-ordered sale — The property’s sale was ordered by a court (e.g., bankruptcy, foreclosure, probate).

Line 10g, Short sale — The property was sold for less than the amount owed to the mortgage lender or mortgagor, if the mortgagor has agreed to the sale.

Line 10h, Bank REO (real estate owned) — The first sale of the property owned by a financial institution as a result of a judgment of foreclosure, transfer pursuant to a deed in lieu of foreclosure, or consent judgment occurring after the foreclosure proceeding is complete.

Line 10k, Seller/buyer is a financial institution — “Financial institution” includes a bank, savings and loan, credit union, Resolution Trust Company, and any entity with “mortgage company” or “mortgage corporation” as part of the business name.

Line 10o, Buyer is exercising an option to purchase — The sale price was predicated upon the exercise of an option to purchase at a predetermined price.

Line 10p, Trade of property (simultaneous) — Buyer trades or exchanges with the seller one or more items of real estate for part or all of the full actual consideration (sale price) on Line 11.

Line 10r, Other — Explain any special facts or circumstances involving this transaction that may have affected the sale price or sale agreement or forced the sale of the property. This includes property that is subject to an existing lease or property that is part of an IRC §1031 Exchange.

Line 10s, Homestead exemptions on most recent tax bill — Write the dollar amount for any homestead exemption reflected on the most recent annual tax bill.

Step 2: Calculate the amount of transfer tax due.

Round Lines 11 through 18 to the next highest whole dollar.

Note: File PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B, when filing instruments other than deeds, or trust documents. (Do **not** complete Step 2, of the PTAX-203 when filing the PTAX-203-B).

Line 11 — Write the full actual consideration (sale price). Full actual consideration is the amount actually paid, excluding any amount credited against the purchase price or refunded to the buyer for improvements or repairs to the property. Include the amount for other real estate transferred in a simultaneous exchange from the buyer to the seller, even if the transfer involves an even exchange. Also include the amount of outstanding mortgages to which the property remains subject at the time of the transfer.

Note: File PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A, if the amount on Line 11 is over \$1 million and the property’s current use on Line 8 is marked “Apartment building (over 6 units),” “Office,” “Retail establishment,” “Commercial building,” “Industrial building,” or “Other.”

Line 12a — Write the amount of personal property items included in the sale price on Line 11. Do **not** include the value of a beneficial interest of a land trust. Personal property items are generally listed on the “bill of sale.” If you are uncertain as to whether an item is real estate or personal property, consult your attorney, tax advisor, or the chief county assessment officer.

On 8½” x 11” paper, submit an itemized list of personal property (include values) transferred from the seller to the buyer if this sale meets either of the following conditions:

- residential property — if the amount of personal property (not including the value of a mobile home) on Line 12a is greater than 5 percent of the sale price on Line 11, **or**
- non-residential property — if the amount of personal property on Line 12a is greater than 25 percent of the sale price on Line 11.

Residential personal property — Generally, “personal property” includes items that are **not** attached (built-in) to the home and that are normally removed by the seller when vacating the property. Examples include artwork, automobiles and boats, draperies, furniture, free-standing appliances (e.g., refrigerators, stoves, washers and dryers, but **not** built-in appliances), lawn mowers, tractors, snow blowers, rugs (excludes wall-to-wall carpets), and window air-conditioners (excludes central air). Include the value of a mobile home as personal property on Line 12a if it meets **all** of the following conditions:

- The value of the mobile home was included on Line 11.
- The value of the mobile home was not included on the real estate tax bill.

Commercial/industrial personal property — Generally, “personal property” is any item that is **not** a permanent improvement to the land and includes, but is not limited to, intangibles such as goodwill, licenses, patents, franchises, business or enterprise values; and certain tangibles such as inventories, cash registers and shopping carts, free-standing shelving and displays, furniture, office equipment and supplies, vehicles, and machinery and equipment not assessed as real estate.

Generally, “personal property” does **not** include building components (e.g., wiring and lighting, heating, air-conditioning, plumbing, fire protection); foundations, pits and other building components for specialized or heavy machinery; permanent fixtures including, but not limited to, machinery and equipment and cranes assessed as real estate, craneways, and non-portable tanks; and site improvements such as paving and fencing.

Line 14 — Write the amount of other real estate transferred from the buyer to the seller that was included in the sale price on Line 11. This value only applies to a **simultaneous** exchange between the parties involved in this transaction. Do **not** include the value of property involved in a deferred exchange under IRC §1031.

Line 15 — Write an amount **only** if the deed or trust document states that the transferred property remains subject to a mortgage at the time of the transfer.

Line 16 — Use an “X” to identify the letter of the provision for the exemption from the transfer tax (i.e., (b), (k), or (m)) that applies to this transfer. See “Which property transfers are exempt from real estate transfer tax?” in these instructions.

Step 3: Write the legal description from the deed.

Write the legal description from the deed. Use a minimum 10-point font if the legal description is typed. If the legal description will **not** fit in the space provided, submit an 8½” x 11” copy of the extended legal description from the deed with this form.

Step 4: Complete the requested information.

Write the requested information for the seller, buyer, and preparer.

Write the addresses and daytime phone numbers where the seller and buyer can be contacted **after** the sale.

The seller and buyer (or their agents) and preparer **must** sign this form. By signing the form, the parties involved in the real estate transfer verify that

- they have examined the completed Form PTAX-203,
- the information provided on this form is true and correct, and
- they are aware of the criminal penalties of law associated with falsifying or omitting any information on this form.

Use an “X” to identify any required documents submitted with this form.



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 3 in Block 12 in Camp Potawatomie from Florene R. Lawrence, Trustee of Trust #FLR-1 to Paul Lawrence and Helen Ogar, as requested by the Water Department.

RECOMMENDATION/MOTION: The Lake Lease Transfer be approved, subject to the transferee entering into an agreement to apply for permits for improvements on nonleased marginal land directly adjacent to and/or abutting the leased premises and providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The Water Department and McLean County Health Department inspected and approved the repaired septic system serving the property in June.

The septic system was installed in 1989 and is now approximately twenty-eight (28) 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 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 and that permits were issued. However, 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, the new leaseholder will be required to apply for permits for the existing non-leased marginal land and reservoir improvements within six (6) months of transfer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have an increased financial impact in that the current lease uses the current formula of \$0.15 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate about \$614.47 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 2019 Proposed Budget Book titled “Other Funds and Capital Improvement” on page 95.

COMMUNITY DEVELOPMENT IMPACT: UEQ-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

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

Respectfully submitted for Council consideration.

Prepared By: Joseph M. Darter, Property Manager

Reviewed By: Robert Yehl, P.E. Water Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Water/Community Dev. Review By: Katie Simpson, City Planner

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Current Lease
- Clerk Memo
- Petition
- Proposed Lake Lease Agreement
- Location Map
- Camp Potawatomi Unrecorded Plat Map

- Structures on Marginal Land Map
- Marginal Land/Reservoir Existing Structure Photographs
- Supplemental Agreement

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 13rd day of December, 19 97 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and FLORENE R. LAWRENCE, Trustee of Trust #FLR-1 dated 11/4/97 (if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of Hudson, 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 shown on Exhibit A attached hereto and made a part hereof

³ ¹² ^{Potawatmie}
~~XXXXXX in Block XXXXX in Camp XXXXXXXXXXXXXXXXXXXX according to X~~
~~the private unrecorded plat of the ground belonging to the City located around X~~
~~XXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX X~~
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.

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.

Lessee who, after December 31, 1997, paid fair market value for the assignment of the Lease on which the rent was \$150 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 term of this Lease regardless of subsequent assignments hereafter.

Lessee who, after December 31, 1997, paid fair market value for the assignment of the Lease on which the rent was \$40 per \$100 EAV, 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 be 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

Lessee

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Florene R. Lawrence, Trustee
R. R. #1, Box 147
Hudson, IL 61748

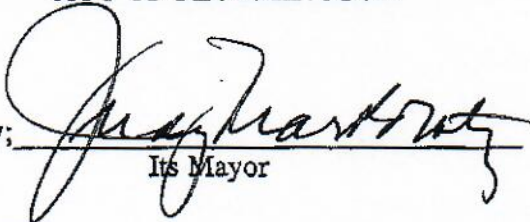
18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

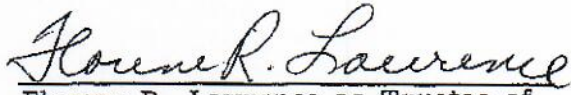
IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: 
Its Mayor


Florene R. Lawrence as Trustee of
Trust #FLR-1 dated 11/4/97

Attest:



TRACT I: Lot 3, in Block 12 in Camp Potawatomie 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, EXCEPT: Beginning at the southeast corner of Lot 3 in said Block 12; thence, Southwesterly 65.65 feet along the southerly line of Lot 3 in said Block 12; thence, Northeasterly 55.67 feet along a line which forms an angle to the left of 13 degrees 42 minutes with the last described course to the northeasterly line of Lot 3 in said Block 12; thence, Southeasterly 17.53 feet along the northeasterly line of Lot 3 in said Block 12 which line forms an angle to the left of 117 degrees 32 minutes with the last described course to the Point of Beginning.

TRACT II: That part of Lot 3 in Block 14 in Camp Potawatomie, 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, more particularly described as follows: Beginning at the northwest corner of Lot 3 in said Block 14; thence, Northeasterly 146.85 feet along the northerly line of Lot 3 in said Block 14; thence, Southwesterly 118.12 feet along a line which forms an angle to the left of 13 degrees 42 minutes with the last described course; thence, Northwesterly 42.57 feet along a line which forms an angle to the left of 125 degrees 14 minutes with the last described course, to the Point of Beginning.

EXHIBIT A

MEMO

TO: Bob Yehl, Water Dept.
FROM: Cherry Lawson, City Clerk
DATE: June 18, 2018
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 3, Block 12 of Camp Potawatomie from the City of Bloomington to the petitioner, Paul Lawrence and Helen Ogar. Attached please find the Lake Lease Transfer documents.

The City will begin to collect an annual rent of \$614.47 for Lot 3 based on its' EAV of \$153,617.00 under the current lease rate of .40 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number is 07-01-45-6007.

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.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 3 Block 12 of Camp Potawatomic

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: Florence R. Lawrence, Trustee of Trust #FLR-1 dated 11-4-97 (Sellers Name)

To: Paul Lawrence and Helen Oga (Buyers Name)

Florence R. Lawrence Trustee

(Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Paul Lawrence and Helen Oga (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of

Florence R. Lawrence, Trustee of Trust #FLR-1 dated 11-4-97 (Seller) In and to the Lease made on the (Date) 12-23-97 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)

Florence R. Lawrence, Trustee of Trust #FLR-1 dated 11-4-97

has executed deed of transfer of their interest in said premises and an assignment of the Leases-therefore your petitioner.

Petitioner further shows 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.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Paul A Lawrence

Respectfully submitted,

Helen E Oga

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 3 BLOCK 12 CAMP Potawatomic, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Florence R. Lawrence, Trustee in and to the premises known as Lot 3 Block 12 in Camp Potawatomic, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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 _____,

_____, Mayor

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Paul Lawrence and Helen Ogar

(if more than one Lessee, cross out 2 of the following that do not apply) (~~as joint tenants~~) (~~as tenants in common~~) (as tenants by the entirety) of, Bloomington, 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 3 in Block 12 in Camp Potawatomic 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.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(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) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) 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

Paul Lawrence and Helen Ogar
25147 White Owl Lane
Hudson, IL 61748

Lessee Billing Address

Paul Lawrence and Helen Ogar
25147 White Owl Lane
Hudson, IL 61748

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:

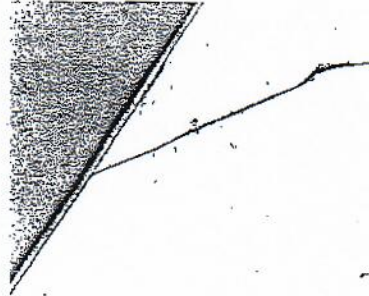
Its Mayor

Paul J. Cannon

Attest:

Helen Ogar

City Clerk



TRACT I: Lot 3, in Block 12 in Camp Potawatomie 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, EXCEPT: Beginning at the southeast corner of Lot 3 in said Block 12; thence, Southwesterly 65.65 feet along the southerly line of Lot 3 in said Block 12; thence, Northeasterly 55.67 feet along a line which forms an angle to the left of 13 degrees 42 minutes with the last described course to the northeasterly line of Lot 3 in said Block 12; thence, Southeasterly 17.53 feet along the northeasterly line of Lot 3 in said Block 12 which line forms an angle to the left of 117 degrees 32 minutes with the last described course to the Point of Beginning.

TRACT II: That part of Lot 3 in Block 14 in Camp Potawatomie, 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, more particularly described as follows: Beginning at the northwest corner of Lot 3 in said Block 14; thence, Northeasterly 146.85 feet along the northerly line of Lot 3 in said Block 14; thence, Southwesterly 118.12 feet along a line which forms an angle to the left of 13 degrees 42 minutes with the last described course; thence, Northwesterly 42.57 feet along a line which forms an angle to the left of 125 degrees 14 minutes with the last described course, to the Point of Beginning.

EXHIBIT A

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Paul Lawrence and Helen Ogar

(if more than one Lessee, cross out 2 of the following that do not apply) (~~as joint tenants~~) (~~as tenants in common~~) (as tenants by the entirety) of , Bloomington, 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 3 in Block 12 in Camp Potawatomie 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.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(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) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) 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

Paul Lawrence and Helen Ogar
25147 White Owl Lane
Hudson, IL 61748

Lessee Billing Address

Paul Lawrence and Helen Ogar
25147 White Owl Lane
Hudson, IL 61748

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-

CITY OF BLOOMINGTON

By: _____

Its Mayor

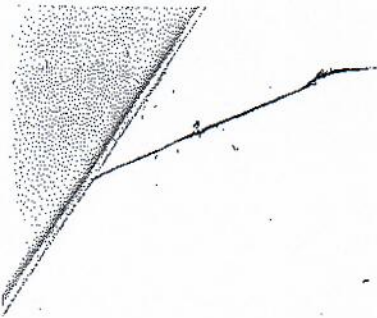
Attest: _____

City Clerk

-Lessee-

Paul M. Farnum

Helen Ogar

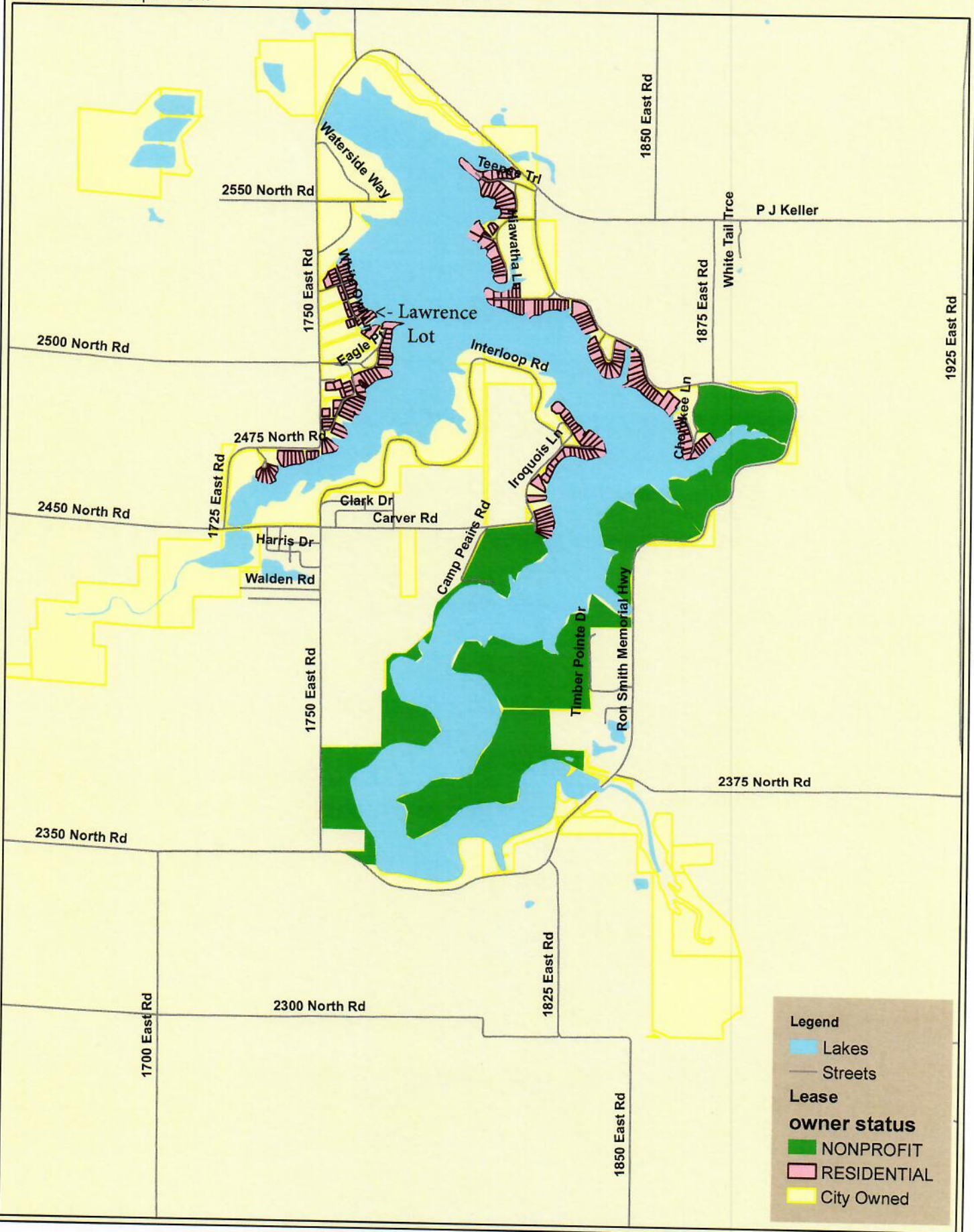
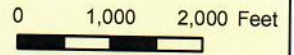


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EXHIBIT A

Lake Bloomington Lease Map



Legend

- Lakes
- Streets

Lease owner status

- NONPROFIT
- RESIDENTIAL
- City Owned



CAMP POTAWATOMIE

ON WEST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400 500

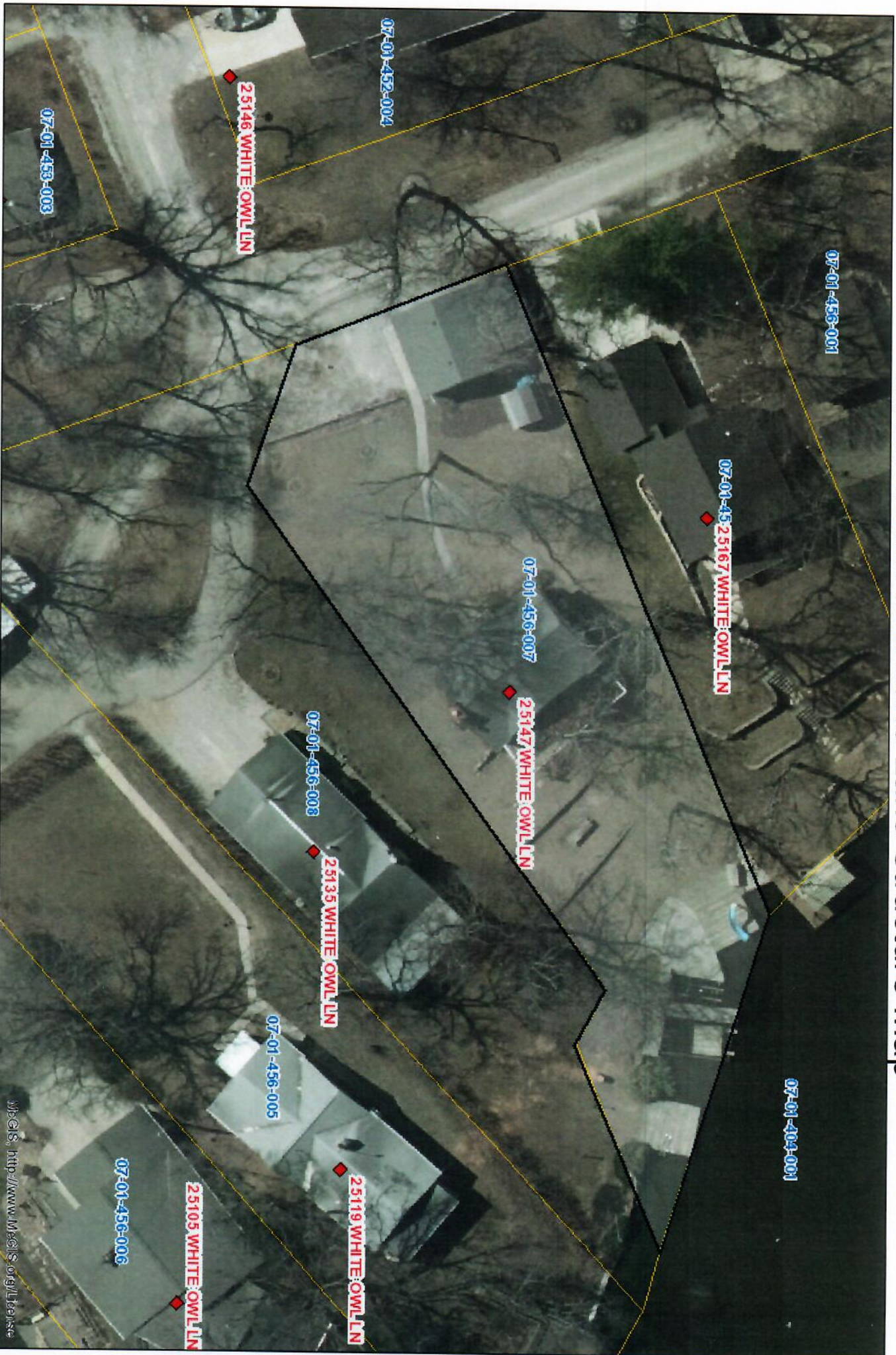
WALKER & DUNN
1111 N. WASHINGTON ST.
CHICAGO, ILL. 60602
PH: 312-467-1000



ALL ADDRESSES HAVE CHANGED AS OF 11/1/2000

L8-12
10-12

25147 White Owl Lane Structure Map



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.

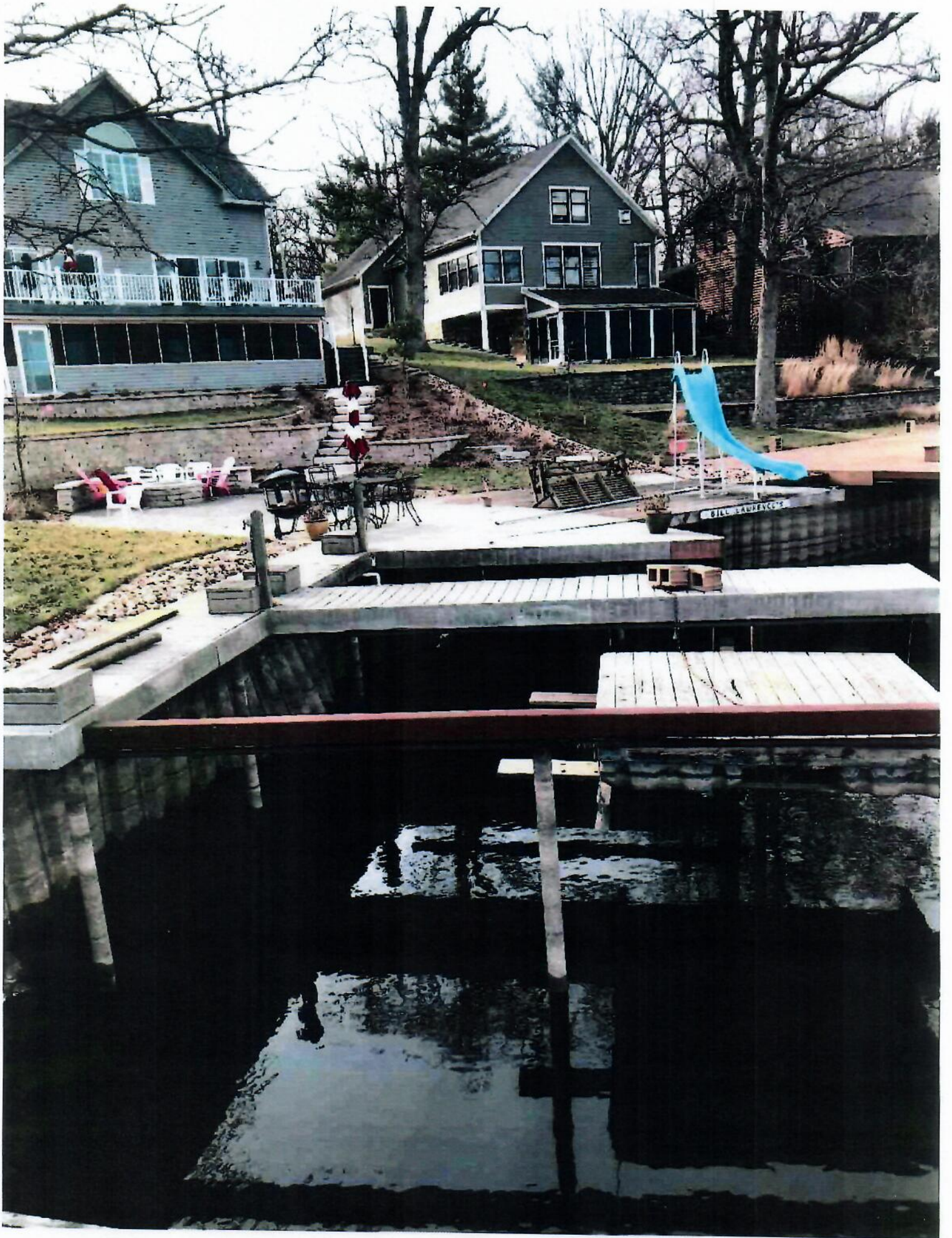
1 inch = 47 feet



McGIS, <http://www.McGIS.org/LiteJse>







SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Paul Lawrence and Helen Ogar, (hereinafter, "Lessees") and is incorporated into and made a part of the lake lot lease between the parties for Lot 3 in Block 12 in Camp Potawatomie and shall be enforceable under the terms of said lease.

Lessees will submit applications for permits for all existing improvements located on non-leased marginal land and the reservoir directly adjacent to and/or abutting the leased lot within 6 months of the commencement of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

LESSEES:

Helen Ogar

Paul Lawrence



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of the application of the McLean County Fair Association located at 2242 Westgate Drive in Bloomington, requesting a LB (Limited Beer and Wine only) liquor license at the McLean County Fairgrounds and Interstate Center located at 1106 Interstate Drive on August 1, 2018 through August 4, 2018, during the McLean County Fair, which would allow the sale of beer and wine by the glass for consumption during the event, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The application of the McLean County Fair Association located at 2242 Westgate Drive in Bloomington, requesting a LB (Limited Beer and Wine only) liquor license at the McLean County Fairgrounds and Interstate Center located at 1106 Interstate Drive on August 1, 2018 through August 4, 2018, during the McLean County Fair be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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 Tari Renner called a public hearing on June 12, 2018 on the application of the McLean County Fair Association for a LB, limited liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises for the following dates: August 1 through August 4, 2018.

Present were: Commissioners Tari Renner, Lindsey Powell and Jack Bataoel. Staff: Cherry Lawson, City Clerk, Attorney Greg Moredock, Sorling Northrup; Greg Scott, Assistant Police Chief.

Michael Schwartz, McLean County Fair Manager, appeared before the Commission and stated this is the Fairground second year requesting a limited beer and wine liquor license. The dates of the Fair will be August 1-4, 2018. Beer and wine sales will be conducted in the grandstand area that is completely fenced in.

Motion by Commissioner Powell seconded by Commissioner Bataoel to approve the item to be placed on the Council Meeting Agenda for July 9, 2018 for Council's consideration.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner and Powell

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 12, 2018 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: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Creation of New License Findings
- Class L Liquor License Application
- Aerial Map

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)



APPLICATION FOR CLASS "L" LIMITED LIQUOR LICENSE

Check Appropriate Category:

LB (Beer & Wine Only) LA (All Types)

APPLICANT INFORMATION

Name of Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity seeking license: MCLEAN COUNTY FAIR ASSOCIATION

Names and addresses of 3 to 5 responsible current members, officers or directors of the organization, group or entity:

Name: Fred Grieder, President Phone Number: [REDACTED]

Address: [REDACTED] City/State: CARLOCK, IL Zip Code: [REDACTED]

Name: J.C. Zimmerman, Sec'y Phone Number: [REDACTED]

Address: [REDACTED] City/State: SAYBROOK, IL Zip Code: [REDACTED]

License Contact

Name: Michael Swartz, Manager Phone Number: [REDACTED]

Address: [REDACTED] City/State: Bloomington, IL Zip Code: [REDACTED]

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

EVENT INFORMATION

The location where the limited alcoholic liquor license will be utilized:

Name of Establishment: MCLEAN COUNTY FAIRGROUNDS (a.k.a. Interstate Center)

Address: 1106 Interstate Dr. City/State: Bloomington, IL Zip Code: 61705

Date(s) on which the Limited alcoholic liquor license will be utilized:

Aug. 1-3, 2018 5:30-9:30 pm _____

Aug. 4, 2018 11am-9 pm _____

Hours during which alcohol will be sold: (see dates above)



Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children? Y N

Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any: _____

Aug. 1 - Tractor and Pickup Truck Pulls. Aug. 2 - Brushville concert.
Aug. 3 - Walker Hayes Country Concert. Aug. 4 - Company Picnic 11-1
- Demo Derby 5:30 - 9:30

Estimate of number of persons expected to attend: Attendance at Grandstand - 4,500

Description of the proposed procedures for handling the following:

- A. Crowd control: Fencing, barricades, Police (Bloomington & Normal PD and County)
- B. Identification check: Everyone entering beer tent will be I.D.'d and armbanded.

Has the civic, service, charitable, fraternal or social organization, group or entity applying for this license been in existence continuously for at least one year (Please Circle)? Y N

a. If so, please list Date Established: 6-17-1932

Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois (Please Circle)? Y N

a. If so, please list Date Incorporated: 6-17-1932

Has the civic, service, charitable, fraternal or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year (Please Circle)? Y N

a. If so, please list how many: one (2017 fair)

Name and contact number(s) for the person(s) attending the Liquor Commission:

Name: MICHAEL SWARTZ Phone Number: [REDACTED]

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

Submit completed application to the City Clerk's Office **not less than 60 days prior** to the date on which license, if granted, will be utilized.



The following shall be provided at the time of application submission:

- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date(s), location, and time(s). *The City of Bloomington must be listed as the Certificate Holder.*
- B. Surety bond in the amount of \$2,000 in favor of the City of Bloomington guaranteeing applicants' faithful observance of all of the provisions of the City of Bloomington Liquor Code, State and Federal laws regulating the sale and service of alcohol. *(Must provide an end date)*
- C. BASSET Certificates *(Who Should be Certified: Bartenders, Bar Backs, Servers, Managers, other staff that checks IDs. Actual copy of the certificate is required; screenshots or pictures will not be accepted.)*
- D. Emergency Call-in Sheet
- E. Proof of Good Standing with the State of Illinois *(The information can be found at www.sos.state.il.us or call (217) 782-6961/6875 to order a certificate.) (Applies to Corporations and Limited Liability companies only.)*

The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

MICHAEL J. SWARTZ

Printed Name of Applicant

[Redacted Signature]

Signature of Applicant

Subscribed and sworn to before me this 29th day of May, 2018

My Commission Expires: 9/11/2018

Mary W Trunnell

Notary Public

OFFICE USE ONLY

5/29/18 Date Received/Paid (\$100/Day; \$50/Additional)
616155 Receipt # 8144 Check # (if applicable) dm Staff Initials
dm DRAM Certificate dm \$2,000 Surety Bond
dm Emergency Call-In Sheet dm Certificate of Good Standing

OFFICIAL SEAL
 MARY W TRUNNELL
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 09/11/18

Possible Public Hearing Date: June 12th 2018 Possible Council Date: _____

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

LICENSE AND PERMIT BOND

Bond Number [REDACTED]

KNOW ALL PERSONS BY THESE PRESENTS, that we McLean County Fair Association, McLean County Ag Expo and McLean County Farm Bureau
2242 Westgate Drive Bloomington, IL 61705

as Principal, and Old Republic Surety Company organized under the laws of the state of Wisconsin, as Surety, are held and firmly bound unto City of Bloomington of Bloomington, IL

as Obligee in the sum of Two Thousand Dollars (\$ 2,000.00), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license to or permit as a Liquor License

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss which the Obligee may be subject by reason of said Principal's non-compliance caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days of notice in writing of its intentions to do so to said Obligee; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligee.

The term of this bond is for a period commencing August 2, 2017 and terminating August 2, 2018 provided, however, this bond may be continued from year to year by continuation certificate executed by said Surety.

Signed, sealed and dated the 12th day of May, 2017

McLean County Fair Association, McLean County Ag Expo and McLean County Farm Bureau

Principal

By: [REDACTED]

Old Republic Surety Company

Surety

By: [REDACTED]

Attorney-in-Fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **Roberta S. Witherow of Brookfield, WI**

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 8/2/2017 12:00:00 AM

Bond Number: [REDACTED] Bond Amount: Two Thousand Dollars \$ 2,000.00

Principal Name: McLean County Fair Association, McLean County Ag Expo and McLean County Farm Bureau

Obligee Name: City of Bloomington of Bloomington, IL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12th day of May, 2017.

[REDACTED Signature]

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[REDACTED Signature]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12th day of May, 2017, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[REDACTED Signature]

Notary Public

My Commission Expires: 09/28/2018

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0402385



Signed and sealed at the City of Brookfield, WI this 12th day of May, 2017

[REDACTED Signature]

Assistant Secretary

ORSC 22262 (3-06)

SNYDER & SNYDER AGENCY, INC.

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
[REDACTED]	Liquor License	2,000.00	08/02/2018	08/02/2019

PRINCIPAL

McLean County Fair Association, McLean County Ag Expo and McLean County Farm Bureau
2242 Westgate Drive

Bloomington, IL 61705

OBLIGEE

City of Bloomington
109 E Olive Street

Bloomington, IL 61701

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 29th DAY OF April 2018

0402385
SNYDER & SNYDER AGENCY, INC.
#1 BRICKYARD DR.

BLOOMINGTON, IL 61701
309-664-1800

Old Republic Surety Company
SURETY

By [REDACTED]
ATTORNEY-IN-FACT





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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[redacted signature]

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[redacted signature]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of April, 2018, personally came before me, Alan Pavlic and Jane E. Chermey, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[redacted signature]

Notary Public

My Commission Expires: 09/28/2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0402385



Signed and sealed at the City of Brookfield, WI this 29th day of April, 2018

[redacted signature]

Assistant Secretary



MCLECOU-03

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2018

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 have ADDITIONAL INSURED provisions or 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 Snyder Insurance Agency 1 Brickyard Drive Bloomington, IL 61701	CONTACT NAME: Jill Welchel PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED] E-MAIL ADDRESS: [REDACTED]
	INSURER(S) AFFORDING COVERAGE
INSURED McLean County Fair Association Mike Swartz 2242 Westgate Dr Bloomington, IL 61705	INSURER A: West Bend Mutual
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **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
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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			[REDACTED]	08/01/2018	08/05/2018	Liquor Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Liquor Liability policy is issued for the 2018 McLean County Fair being held on 08/01/18 to 08/05/18.

CERTIFICATE HOLDER City of Bloomington 109 E Olive 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 [REDACTED]
-----------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

File Number

2239-817-2



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MC LEAN COUNTY FAIR, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 17, 1932, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 29TH
day of MAY A.D. 2018 .

Jesse White

SECRETARY OF STATE

Emergency Call in Sheet:

Michael Swartz



Fair Manager

Mary Trunnell



Bookkeeper

Fred Grieder



Fair Board President



Birkey's Farm Store, Inc

1106 Interstate Drive

Interstate Center

McLean County Fairgrounds

3rd Sunday Market

Valley View Dr

Walmart

Walmart Supercenter

Interstate Dr

Interstate Dr

Interstate Dr

Interstate Dr



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of the application for approval of a change of ownership for Winners of Bloomington, Inc., d/b/a Winners Lounge, located at 801 S. Main Street, having a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The change of ownership of Winners of Bloomington, Inc., d/b/a Winners Lounge, located at 801 S. Main Street, having a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises be approved.

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: On June 12, 2018, the Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request on the application for a change of ownership of Winners of Bloomington, Inc., d/b/a Winners Lounge, located at 801 S. Main Street, requesting a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises.

Commissioner Tari Renner, Lindsey Powell and Jack Bataoel. Staff Present: Cherry Lawson, City Clerk, Attorney Greg Moredock, and Greg Scott, Assistant Police Chief.

Attorney B. McLean Arnold appeared before the Commission on behalf of his client Winners of Bloomington Inc. Dave Engle was the 100% owner of Winners Lounge of Bloomington Inc., and he passed away. His two sons are inheriting the corporation. Brad Engle is here in town and he is operating the business. Ryan Engle, the other 50% owner, is in the Air Force in Ohio, and is allowing his brother to operate the business.

They had considered having a new corporation called Engle Enterprises take over the business. However, because they have video games there, the State didn't want them to change the corporation name. This is a change of ownership for an existing liquor license holder. Those who

are employed with Winners are BASSET trained. The directors and officers of the corporation are Brad and Ryan.

Motion by Commissioner Bataoel seconded by Commissioner Powell to approve the item to be placed on the Council Meeting Agenda for July 9, 2018 for Council's consideration.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner and Powell

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 12, 2018 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: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Application



ROUTE SLIP FOR LIQUOR APPLICATION

NAME OF ESTABLISHMENT Engle Enterprises LLC
LOCATION 801 S. Main, Bloomington IL 61701
NAME OF OWNER Brad Engle
OWNER'S DATE OF BIRTH _____ SS# [REDACTED]
PHONE NUMBER(S): [REDACTED]

REQUIRED DOCUMENTS TO BE FILED AT TIME OF APPLICATION

- 1. Emergency Call-In Sheet
- 2. Questionnaire
- 3. Application (Signed & Notarized)
- 4. Application for Sunday Sales
- 5. Food & Beverage Tax Form
- 6. Evidence of Dram Shop Insurance *will bring ✓*
- 7. Bond
- 8. Financial Statement
- 9. Articles of Incorporation
- 10. N/A Copy of Lease
- 11. Floor Plan *will bring 05/22/18*
- 12. BASSET Certificates* *will bring*
- 13. Proof of Good Standing (State of IL)
- 14. \$400 Application Fee

*All servers and bouncers (i.e. those required to check ID's)
*BASSET Certificates are required BEFORE license can be issued

OFFICE USE ONLY

<u>05/17/18</u> Date Received/Paid	_____ Date of Council
<u>616243</u> Receipt #	<u>06/12/18</u> Date of Public Hearing <i>4 PM</i>
<u>4318</u> Check # (If Applicable)	<u>05/17/18</u> Date Tax Form taken to Finance
<u>ALARA</u> Staff Initials	

APPROVAL

_____ Building Safety (Bob Coombs)	_____ Health Department (Linda Foutch)	_____ Fire Inspector (Bob Coombs)
---------------------------------------	-------------------------------------------	--------------------------------------

OTHER REQUIRED LICENSES

Public Dancing	Yes <input checked="" type="checkbox"/>	No _____
Tobacco	Yes _____	No <input checked="" type="checkbox"/>



authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises. (Ordinance No. 2013-95)

(23) Class "TB" (Tavern - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises. (Ordinance No. 2013-95)

(24) Class "W" (Catering) primary licenses authorize the holder thereof to provide catering services to private parties pursuant to Section 8 of this Chapter provided, however, that a Class "W" license does not authorize the sale of alcoholic beverages. An additional Sunday license shall not be required. (Ordinance No. 2013-95)

ARNOLD LAW OFFICE

709 EAST DOUGLAS STREET

BLOOMINGTON, ILLINOIS 61701

arnoldlawoffice@frontier.com

BEN R. ARNOLD (1914-1983)

B. McLEAN ARNOLD

TELEPHONE (309) 827-8212

FAX (309) 828-1908

May 17, 2018

Bloomington City Clerk
109 E. Olive Street
Bloomington, IL 61701

RE: Engle Enterprises LLC
Application for Liquor License

To Whom It May Concern:

Enclosed please find a packet of documentation for application for a Liquor License for Engle Enterprises LLC. Merle David Engle who owned and ran Winner's Lounge, 801 S. Main Street, recently passed away, and his son is now making application for the liquor license for the business under his LLC.

We will supplement this application with the following items:

Floor Plan
BASSET Certificates

You may already have these items on file including the floor plan and Basset Certifications from the existing business.

Sincerely,



McLean Arnold
Attorney at Law

MA:mw

Enclosures

OFFICE USE ONLY

Submittal Date: 05/17/18

Renewal Type (A, SA, Q): _____

Staff Initials: ALARA



Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION COMPLETELY.

Individual/Partnership/Corporation/LLC:	Engle Enterprises LLC
Doing Business As (D/B/A):	Winners Lounge
Business Address:	801 S. Main
City/State:	Bloomington IL
Zip Code:	61701
Business Phone Number:	(309) 828-2238
Business Email Address:	N/A

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. If anyone else applies, please list them under the other section and describe their title. *At least one person must live within McLean County.*

License Renewals

Name: Brad Engle Phone Number: [REDACTED]

Address: [REDACTED] City: Normal Zip Code: [REDACTED]

Name: Ryan Engle Phone Number: [REDACTED]

Address: [REDACTED] City: [REDACTED] Zip Code: [REDACTED]

Building Security

Name: Brad Engle Phone Number: [REDACTED]

Address: [REDACTED] City: Normal Zip Code: [REDACTED]

Other (Title):

Name: Ryan Engle Phone Number: [REDACTED]

Address: [REDACTED] City: [REDACTED] Zip Code: [REDACTED]

Merte David Engle Revocable Trust
Building Owner Name: dated 12-13-09 **Phone Number:** (309) 662-0411
First State Bank of Bloomington Trustee
Address: 204 N. Prospect **City:** Bloomington IL **Zip Code:** 61704



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.

LEGAL REQUIREMENTS: (Please Circle)

<input checked="" type="radio"/> / N	Have you attained the age of 21 years?	Y / <input checked="" type="radio"/> N	Have you ever had a Bloomington liquor license revoked for any cause?
<input checked="" type="radio"/> / N	Have you been a resident of the City of Bloomington for one year? <i>Normal, IL</i>	<input checked="" type="radio"/> / N	Are you eligible for a state retail liquor dealer's license?
<input checked="" type="radio"/> / N	Are you a citizen of the United States?	Y / <input checked="" type="radio"/> N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
<input checked="" type="radio"/> / N	Are you a person of good character and reputation?	Y / <input checked="" type="radio"/> N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?
Y / N	Do you own or have a valid lease to the premises for which the license is sought? <i>N/A</i>	Y / <input checked="" type="radio"/> N	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / <input checked="" type="radio"/> N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y / <input checked="" type="radio"/> N	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? <i>(If applicant is a corporation)</i>
Y / <input checked="" type="radio"/> N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y / <input checked="" type="radio"/> 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?

NATURE OF LICENSE:

1. What class liquor license are you seeking? (Please read descriptions below) TAPS

TYPE	DESCRIPTION
CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
<u>TAP</u>	Tavern & Package Sales – All Types of Liquor + Sunday sales
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (NOT ABLE TO SELL ANY ALCOHOL)

2. What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) all current uses, liquor, food, video gaming, entertainment

3. State the significance of a liquor license to your establishment, present or future: continued family ownership

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? maintain a current tax paying business

5. Upon what facts do you base your answers to the previous question? personal knowledge

6. Do you intend to furnish live entertainment in the establishment to be licensed? (Please Circle) (Y) N



a. If you answered "YES" to the previous question, state the nature of such entertainment: bands, current use

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (Please Circle) Y N

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? video gambling and food sales

8. Do you intend to obtain an additional license for any of the following (please circle):

Y N Public Dancing*

Y / N Tobacco*

Y N Amusement* (If yes, which type: video gaming)

Y / N Miscellaneous* (If yes, which type: _____)

*All above license require additional application per license type.

AMUSEMENT

Type	Description
Auto Amusement Devices	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
Musical Devices	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
Theatre	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
Sidewalk Cafe	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 801 S. Main St. City/State: Bloomington IL Zip Code: 61701

2. What hours will the establishment be open?

Monday: 8:AM to 12AM Tuesday: 8AM to 12AM Wednesday: 8AM to 12 AM

Thursday: 8AM to 12AM Friday: 8AM to 2AM Saturday: 8AM to 2AM Sunday: 11AM to 12AM

3. What type or types of building(s) adjoin the establishment?

parking lots +
empty lots, South Hill area

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? N/A

b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? mixed use area

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.):

Main Street (one-way heading North) 2 lanes
Center Street (one-way heading South) - 2 lanes
Elm Street between building and parking lot

5. How much additional traffic do you expect the establishment with a liquor license to generate?

Current establishment

6. Describe on and off street parking facilities to handle traffic anticipated:

across the street paved parking lot

7. How many establishments with liquor licenses are located within the immediate area of your establishment? none



8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? established customer base

a. Upon what facts do you base your answer to the previous question? personal knowledge

RESPONSIBILITY:

1. If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.

2. If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Yes X No
previous licenses winners of Bloomington, Inc owned by Dave Engle (Deceased)

a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance?

proposed new owner is Engle Enterprises LLC owned 50% by Ryan Engle + 50% by Brad Engle (Dave Engle's sons)

DATED this 17th day of May, 2018.

SIGNED:

Brad Engle

Signature

Manager / Member

Title

Address

Normal IL

City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code



2018 License Application
For the sale of alcoholic beverages

This application is being submitted as:

[X] A New Application [] Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS TAPS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

[] an individual

[] a partnership

[X] a corporation/LLC

A. If an Individual:

Name: _____ Age: _____
Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes [] No []

B. If a Partnership:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes [] No []

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes [] No []

C. If a Corporation:

Date of Incorporation: 4/30/18

State whether same is organized for **profit** or **nonprofit** , under laws of the State of _____.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address: ^{members of LLC}

Name: Brad Engle Title: Manager/Member

Address: [REDACTED] City/State/Zip Code: Normal, IL [REDACTED]

Name: Ryan Engle Title: Member

Address: [REDACTED] City/State/Zip Code: [REDACTED]

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

3. Location and description of the premises or place of business to be operated under this license: 801 S. Main St. Bloomington, IL 61701

a. Trade Name: Winners Lounge

Please answer the following questions by circling Y (yes) or N (no).

Y / N Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y / N Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?



Y / N

Is it proposed to sell food in this place of business?

Y / N

Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y / N

Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** _____

Y / N

Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** _____

Y / N

Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y / N

Is the applicant herein, the owner of the premises for which this license is sought?

If no, the information of the building owner:

Name: Merle David Engle Revocable Trust dated 12-13-09 Term of Lease: no current lease
110 1st State Bank of Bloomington
Address: 204 N. Prosper City/State: Bloomington Zip Code: 61701
Ill

Y / N

Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: Applicants are sons of Merle David Engle, deceased,
prior owner of Winners Lounge, who wish to
continue business



Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this ____ day of _____, 2018

A. Individual
Printed Name
Signature

B. Partnership
Business Name
Printed Name of Partner
Signature of Partner

C. Corporation
Engle Enterprises LLC
Corporate Name
President of Company (Print Name)
President of Company (Signature)
ATTEST:
Secretary
And the following officers, directors or majority stockholders:



2018 License Application
For the sale of alcoholic beverages

This application is being submitted as:

A New Application Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Engle Enterprises LLC
NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A **CLASS ^{TAPS} LIQUOR LICENSE** is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a **CLASS S LICENSE** to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

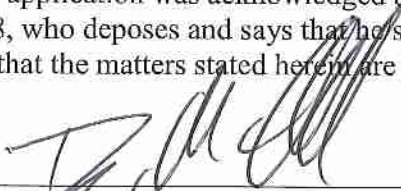


NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 17 day of May, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated hereon are true to the best of his/her knowledge and belief.



Notary Public

My Commission Expires: _____





DATED this ___ day of _____, 2018

A. Individual

_____	_____
Printed Name	Signature

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation

LLC

 Engle Enterprises LLC
 Corporate Name

 President of Company (Print Name)

Brian Engle
Manager/Member **ATTEST:**

 Secretary

And the following officers, directors or majority stockholders:

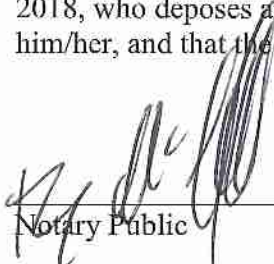


NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 17th day of May, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.



Notary Public

My Commission Expires: _____
OFFICIAL SEAL
BENJAMIN MCLEAN ARNOLD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES FEBRUARY 22, 2020



**Bloomington / Normal
Food & Beverage Tax
Registration Form**

Illinois Business Tax (IBT) #: Applied for

Date Business started at this location (Month\Day\Year): Existing Business

Describe your type of Business: Dance Shop - Bar & Grill

DBA Business Name: Winners Lounge

Address: 801 S Main St

Bloomington IL 61701

Contact: Brad Engle

Phone: [Redacted] Fax: N/A

Email: N/A

Owner/Corporate Name: Engle Enterprises LLC
(if different from above)

Address: 801 S Main

Bloomington IL 61701

Contact: Brad Engle

Phone: [Redacted] Fax: N/A

Email: N/A

Please check here to have all correspondence mailed to corporate address instead of the physical address.

Type of Organization: Sole Proprietorship Partnership
 Corporation LLC
 Other _____

**Mail,
Drop Off,
Fax, or
Email to:**

Address: City Hall
Finance Department
Room 207
109 E. Olive Street
Bloomington, IL 61702

Fax: 309-434-2463
Email: finance@cityblm.org
Phone: 309-434-2233

Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.

[Redacted Signature]
Signature of Officer Empowered to Sign

5-17-18
Date

Brad Engle, Manager/Member
Print Name and Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2018

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 have ADDITIONAL INSURED provisions or 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 Mid-America Insurance Services, Inc. 321 Susan Drive, Suite C P.O. Box 8 Normal IL 61761-0008		CONTACT NAME: Laura Garrett PHONE (A/C, No, Ext): (309) 454-3667 FAX (A/C, No): (309) 888-4209 E-MAIL ADDRESS: lgarrett@midamericainsurance.com	
INSURED Engle Enterprises LLC DBA Winners Bar & Grill 801 S. Main Street Bloomington IL 61701		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SPRISKA	NAIC # 0049
		INSURER B: Appalachian Underwriters	000061
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL185703572 **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 CERTIFICATION 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
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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10-2013-3170	05/14/2018	05/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV000769904	08/12/2017	08/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			10-2012-2163	08/12/2017	08/12/2018	Each Common Cause 1,000,000 Aggregated 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Bloomington 109 E. Olive Street Bloomington IL 61701	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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Bond No. 106924152

BOND OF LICENSE
FOR THE SALE OF INTOXICATING LIQUOR

Know All Men by these presents, that we, Engle Enterprises LLC d/b/a -Winners Bar & Grill

801 South Main Street Bloomington, IL 61701

as principal and Travelers Casualty and Surety Company of America

One Tower Square Hartford, CT 06183

as sureties, are held and firmly bound unto the **CITY OF BLOOMINGTON**, a municipal corporation, of the State of Illinois, in the penal sum of **TWO THOUSAND DOLLARS**, lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

WITNESS our hands and seals this 17 day of May, A.D. 2018
The condition of the above obligation is such, that whereas, the above bounden principal has applied to the City Liquor Commission of said City for a Class TAPS License to sell intoxicating liquor in said City.

Now, therefore, if said license is granted and issued and said above bounden principal shall faithfully observe and comply with the provisions of the ordinance of said City under which said license is granted, and with the laws of the State of Illinois and the United States of America applying to the sale, and possession for the purpose of sale, of intoxicating liquor as defined in said ordinance, during the existence of the license above referred to, then this obligation to be void, other wise to remain in full force and effect.

Engle Enterprises LLC

(Seal)

Travelers Casualty and Surety Company of America (Seal)



Joseph L. Nespor



Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 06950493

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$150
Expedited Fee: \$100
Approved By: AJW

FILED
APR 30 2018
Jesse White
Secretary of State

1. Limited Liability Company Name: ENGLE ENTERPRISES LLC

2. Address of Principal Place of Business where records of the company will be kept:

801 S. MAIN ST.

BLOOMINGTON, IL 61701

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

BRAD ENGLE
801 S MAIN ST
BLOOMINGTON, IL 61701-6403

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

ENGLE, BRAD
801 S. MAIN ST.
BLOOMINGTON, IL 61701

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: APRIL 30, 2018

BEN ARNOLD
709 E. DOUGLAS ST.
BLOOMINGTON, IL 61701

**OPERATING AGREEMENT OF
ENGLE ENTERPRISES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of the 30th day of April, 2018, by and among Engle Enterprises, LLC, an Illinois limited liability company; Brad Engle; and Ryan D.L. Engle.

RECITALS

A. Engle Enterprises, LLC, is an Illinois limited liability company that was formed April 30, 2018.

B. The parties have reached an understanding concerning various aspects of (i) their business relationship with each other and (ii) the organization and operation of Engle Enterprises, LLC and its business.

~~C. The parties intend this Agreement to control, to the extent stated or fairly implied, the business and affairs of Engle Enterprises, LLC.~~

~~NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:~~

1. Company. The Company is Engle Enterprises, LLC.
2. Members. The Members of the Company are Brad Engle and Ryan D.L. Engle.
3. Management of the Company. The initial Company Manager shall be Brad Engle. The business and affairs of the Company shall be managed exclusively by the Company's Manager. The Company Manager shall have sole authority to manage the business and affairs of the Company and is hereby authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company's business. Without limiting the powers and authority granted hereinabove, any Company Manager shall have all of the rights and privileges granted by the Illinois Limited Liability Act.

Any third party doing business with the Company or any Series may rely upon any action taken or document executed by the Manager without duty of further inquiry, and may assume that such Manager has the requisite power and authority to take the action or ~~execute the~~ document in question.

4. Allocations. All items, income, gain, loss, deduction and credit of the Company and its Series shall be allocated to the Members.

5. Distributions. As and when determined by the Manager in his sole discretion, all cash of the Company available for distribution shall be distributed to the Members.

6. Indemnification. To the fullest extent provided or allowed by the laws of Illinois, the Company shall indemnify the Members and the Manager from and against all costs, losses, liabilities, damages, claims and expenses (including, without limitation, attorneys' fees and costs as incurred on trial and on appeal) incurred in the capacity of Member or Manager of the Company including, without limitation, claims arising from any such person's actions or inactions taken or omitted as a Member or Manager in furtherance of the business or affairs of the Company, whether taken prior to or subsequent to the formation of the Company.

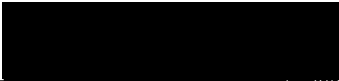
7. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterpart signature pages (including facsimile, electronic [.PDF] counterpart signature pages or using an electronic signature tool, such as DocuSign), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

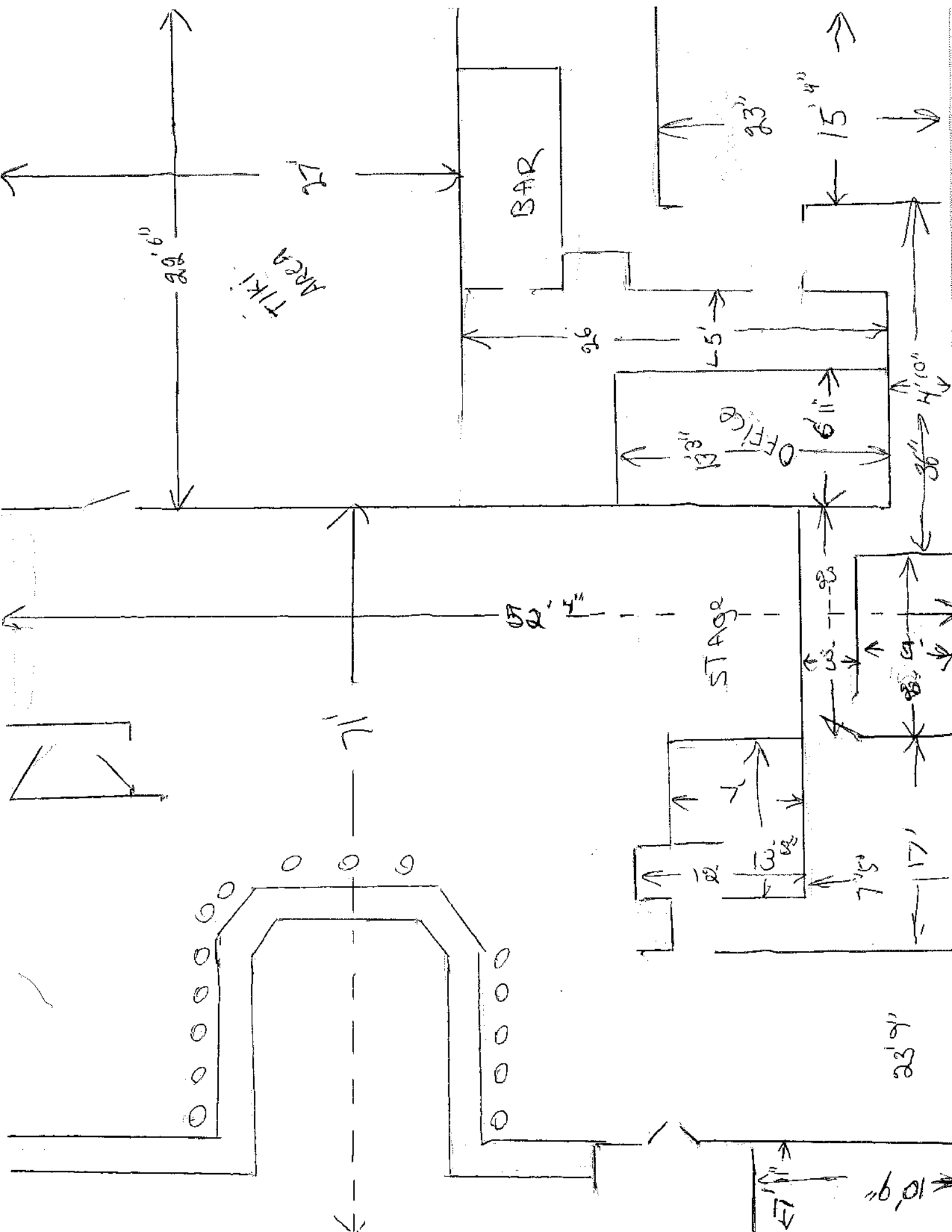
8. Prior Agreements Superseded. This Agreement supersedes any prior agreements or understandings among the parties, oral or written, respecting the subject matter contained herein.


BRAD ENGLE, Member


RYAN D.L. ENGLE, Member

ENGLE ENTERPRISES, LLC,
An Illinois Limited Liability Company,

By 
Brad Engle, Its Manager



ARNOLD LAW OFFICE

709 EAST DOUGLAS STREET

BLOOMINGTON, ILLINOIS 61701

arnoldlawoffice@frontier.com

BEN R. ARNOLD (1914-1983)

B. McLEAN ARNOLD

TELEPHONE (309) 827-8212

FAX (309) 828-1908

May 1, 2018

George Boyle
Asst. City Attorney
Bloomington, IL 61701

Re: Winners Lounge of Bloomington, Inc.

Dear George:

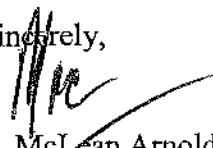
This missive is to advise you that Merle David Engle passed away. He has two sons who inherit, Brad Engle and Ryan Engle. Brad has stepped up and will be the manager. I include a copy of the will for your information. David owned 100% of the stock in Winners of Bloomington, Inc.

I include the emergency call-in listing and related papers. You may recall my calling you to inform you there would be a delay in getting these to you due to severe illness. I have revised them to provide current contact information since Dave's passing.

I do want to advise you that Brad and Ryan have set a new LLC, articles of incorporation being included. I understand you agree that the new ordinance would not bar our requesting new licensure for the video machines, but I know you said you wanted to get the opinion of Mr. Juergens in this regard.

I do plan on filing the necessary applications with the city either under the new LLC or transfer the stock in the current corporation as soon as possible after I hear from you.

Sincerely,


B. McLean Arnold
Attorney at Law

cc: Robert Lenz

Enclosures: Will, Emergency call-in listing, Articles of incorporation



VIDEO GAMING LICENSE APPLICATION

PLEASE PRINT OR TYPE ALL INFORMATION

Legal Name of Establishment: Winners of Bloomington

Business Name of Establishment: Winners Lounge

Address of Establishment Where Terminals are to be Located: 801 S. Main, Bloomington

Business/Corporate Office Address: 801 S. Main, Bloomington

Phone Number of Establishment: 309 828-2238

* Email Address of Establishment: _____

List the Names and Addresses of all persons owning more than a five percent (5%) share of the establishment:

Brad - 50% % share: _____

Ryan - 50% % share: _____

_____ % share: _____

_____ % share: _____

Name, Address, Phone Number and Email Address of Terminal Operator or Distributor Owning, Servicing or Maintaining a Video Gaming Terminal: (attach additional page if needed)

Illinois Gaming Investors LLC d/b/a Prairie State Gaming, 33 S. Washington St E 2A, Hinsdale, IL www.prairiestategaming.com

Number of Video Gaming Terminals on Premises: 5 1800 523-1577

Attach a copy of establishment's State of Illinois Video Gaming License

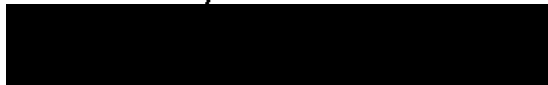
I, the undersigned, Applicant for the above referenced Establishment, do hereby state and affirm the following:

1. The Establishment is not in arrears on any tax, fee, or bill due to the City of Bloomington.
2. The Establishment is not in arrears on any tax, fee or bill to the State of Illinois.
3. The Establishment agrees to abide by all State and Federal laws.
4. The Establishment agrees to abide by all local ordinances.
5. No owner with more than five percent (5%) interest or manager of the Establishment has ever been convicted of a felony, a gambling offense, or a crime of moral turpitude.

I, Brad Engle, Co-Executor of
Applicant Relationship to Establishment

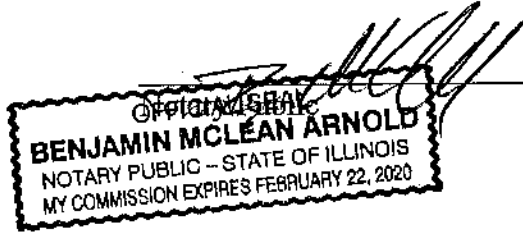
Dave Engle Estate, do hereby swear and affirm the above
Name of Establishment

statements are true and correct this 1st day of May, 2018.


Signature of Applicant Engle Estate
by Brad Engle Co-Executor

Subscribed and sworn to before me, a Notary Public in and for the County of McLean and State of Illinois, at Bloomington, Illinois, this 1 day of May, 2018.

(Notary Seal)




AFFIDAVIT FOR LIQUOR LICENSE RENEWAL

I, Brad Engle, the undersigned, upon Oath or Affirmation, hereby depose and state as follows:

1. I am the authorized representative of Winners of Bloomington
d/b/a Winners Lounge
2. My position/title with the licensed establishment is Manager co-executor
3. I am over the age of 21 years, and have personal knowledge of the facts stated in this affidavit.
4. This affidavit is being submitted in lieu of an updated application.
5. I am aware that I may review the application currently on file with the City of Bloomington City Clerk's office in order to ensure that this affidavit is true and correct and that the information in said application also is true and correct.
6. There has been no change in the information and statements contained in the license application currently on file at the City of Bloomington City Clerk's Office.
7. Without limitation to the statement set forth in the preceding paragraph, I hereby state:
 - (a) that there has been no change in the ownership of the business;
 - (b) that the dram shop insurance and bond for the business are current and in full force and effect; and
 - (c) that there has been no criminal convictions of any of the officers of the business or of any person with an ownership interest of 5% or more of said business.

I hereby swear or affirm that the information contained in this affidavit is true and complete. I am aware that giving false or incomplete information in this affidavit may result in a fine being levied against the business, or a suspension or revocation of the liquor license held by said business.

Executed this 1st day of May, 20 18.


Authorized Representative

Co-executor
Title/Position

SEE NOTARY ACKNOWLEDGEMENT ON BACK OF FORM

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

This Affidavit was acknowledged before me on this 1st day of May,
2018 who deposes and says that he/she has read the foregoing Affidavit subscribed by him/her,
and that the matters stated herein are true to the best of his/her knowledge and belief.



Notary Public

My Commission Expires: _____



Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 06950493

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$150
Expedited Fee: \$100
Approved By: AJW

FILED
APR 30 2018
Jesse White
Secretary of State

1. Limited Liability Company Name: ENGLE ENTERPRISES LLC
2. Address of Principal Place of Business where records of the company will be kept:
801 S. MAIN ST.
BLOOMINGTON, IL 61701
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:
BRAD ENGLE
801 S MAIN ST
BLOOMINGTON, IL 61701-6403
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. Name and business addresses of all the managers and any member having the authority of manager:
ENGLE, BRAD
801 S. MAIN ST.
BLOOMINGTON, IL 61701

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: APRIL 30, 2018

BEN ARNOLD
709 E. DOUGLAS ST.
BLOOMINGTON, IL 61701

OFFICE USE ONLY

Submittal Date: 05/03/18 (mail)

Renewal Type (A, SA, Q): _____

Staff Initials: alara



Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION COMPLETELY.

Individual/Partnership/Corporation/LLC:	<u>Winners of Bloomington, Inc</u>
Doing Business As (D/B/A):	<u>Winners Lounge</u>
Business Address:	<u>801 S. Main</u>
City/State:	<u>Bloomington, IL</u>
Zip Code:	<u>61701</u>
Business Phone Number:	<u>(309) 828-2238</u>
Business Email Address:	<u>n/a</u>

Please list those responsible for License Renewals and Building Security for the above establishment. Also, list the Building Owner information. If anyone else applies, please list them under the other section and describe their title. *At least one person must live within McLean County.*

License Renewals

Name: Brad Engle, Co-Executor Phone Number: [REDACTED]

Address: [REDACTED] City: Normal, IL Zip Code: [REDACTED]

Name: Ryan Engle, Co-Executor Phone Number: [REDACTED]

Address: [REDACTED] City: [REDACTED] Zip Code: [REDACTED]

Building Security

Name: Brad Engle, Co-Executor Phone Number: [REDACTED]

Address: [REDACTED] City: Normal, IL Zip Code: [REDACTED]

Other (Title):

Name: Ryan Engle Co-Executor Phone Number: [REDACTED]

Address: [REDACTED] City: [REDACTED] Zip Code: [REDACTED]

Building Owner Name: Merle David Engle Revocable Trust Phone Number: 309 826-1001

Address: 1915 E Croxton City: Bloomington Zip Code: 61701



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of the application for approval of a change of ownership of Old English Inn Ltd., d/b/a Windjammer Lounge, located at 2303 Stern Drive, Bloomington, IL 61701 requesting a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises.

RECOMMENDATION/MOTION: The change of ownership of Old English Inn Ltd., d/b/a Windjammer Lounge, located at 2303 Stern Drive be approved.

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: On June 12, 2018 the Bloomington Liquor Commissioner, Tari Renner, convened a hearing to consider the request for approval of a change of ownership of Old English Inn Ltd., d/b/a Windjammer Lounge, located at 2303 Stern Drive having a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises.

Present were: Commissioners Tari Renner, Lindsey Powell and Jack Bataoel. Staff Present were: Cherry Lawson, City Clerk, Attorney Greg Moredock, and Greg Scott, Assistant Police Chief.

Bryan Coombs, Owner and 100% shareholder of Windjammer appeared before the Commission stating the business model would remain the same as his mother-in-law had it before she passed, with the exception of change of ownership. All employees have been BASSET trained.

Motion by Commissioner Powell seconded by Commissioner Bataoel to approve the item to be placed on the Council Meeting Agenda for July 9, 2018 for Council's consideration.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner and Powell

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 12, 2018 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: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Application



ROUTE SLIP FOR LIQUOR APPLICATION

NAME OF ESTABLISHMENT OLD ENGLISH INN LTD d/bk
LOCATION 2303 Stern Drive, Bloomington, IL 61704 Windjammer Lounge
NAME OF OWNER Brian Coombs
OWNER'S DATE OF BIRTH [redacted] SS# [redacted]
PHONE NUMBER(S): [redacted]

REQUIRED DOCUMENTS TO BE FILED AT TIME OF APPLICATION

- 1. Emergency Call-In Sheet
2. Questionnaire
3. Application (Signed & Notarized)
4. Application for Sunday Sales
5. Food & Beverage Tax Form
6. Evidence of Dram Shop Insurance
7. Bond
8. Financial Statement
9. Articles of Incorporation
10. Copy of Lease
11. Floor Plan
12. BASSET Certificates*
13. Proof of Good Standing (State of IL)
14. \$400 Application Fee

*All servers and bouncers (i.e. those required to check ID's)
*BASSET Certificates are required BEFORE license can be issued

OFFICE USE ONLY

6/1/18 Date Received/Paid
616158 Receipt #
376244 Check # (If Applicable)
ec Staff Initials
Date of Council
6/12 Date of Public Hearing
Date Tax Form taken to Finance

APPROVAL

Building Safety (Bob Coombs)
Health Department (Linda Foutch)
Fire Inspector (Bob Coombs)

OTHER REQUIRED LICENSES

Public Dancing Yes No X
Tobacco Yes No X

OFFICE USE ONLY

Submittal Date: _____

Renewal Type (A, SA, Q): _____

Staff Initials: _____



Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION COMPLETELY.

Individual/Partnership/Corporation/LLC:

Doing Business As (D/B/A):

Business Address:

City/State:

Zip Code:

Business Phone Number:

Business Email Address:

OLD ENGLISH INN, LTD.
 WINDJAMMER LOUNGE
 2303 STERN DR.
 BLOOMINGTON, IL 61704
 309-663-2233
 BrianCoombs626@yahoo.com

Please list those responsible for License Renewals and Building Security for the above establishment. Also, list the Building Owner information. If anyone else applies, please list them under the other section and describe their title. At least one person must live within McLean County.

License Renewals

Name: Brian Coombs Phone Number: [REDACTED]
 Address: [REDACTED] Holder Zip Code: [REDACTED]

Name: _____ Phone Number: _____
 Address: _____ City: _____ Zip Code: _____

Building Security

Name: Brian Coombs Phone Number: [REDACTED]
 Address: [REDACTED] Holder Zip Code: [REDACTED]

Other (Title): _____

Name: _____ Phone Number: _____
 Address: _____ City: _____ Zip Code: _____

Building Owner Name: Estate of Mary Katherine Nippzen, deceased Phone Number: 309-242-6410

Address: Leslie Coombs City: Holder Zip Code: 61736
as administrator
23915 Fleming St.



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.

LEGAL REQUIREMENTS: (Please Circle)

<input checked="" type="radio"/> Y/ <input type="radio"/> N	Have you attained the age of 21 years?	<input type="radio"/> Y/ <input checked="" type="radio"/> N	Have you ever had a Bloomington liquor license revoked for any cause?
<input type="radio"/> Y/ <input checked="" type="radio"/> N	Have you been a resident of the City of Bloomington for one year?	<input checked="" type="radio"/> Y/ <input type="radio"/> N	Are you eligible for a state retail liquor dealer's license?
<input checked="" type="radio"/> Y/ <input type="radio"/> N	Are you a citizen of the United States?	<input type="radio"/> Y/ <input checked="" type="radio"/> N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
<input checked="" type="radio"/> Y/ <input type="radio"/> N	Are you a person of good character and reputation?	<input type="radio"/> Y/ <input checked="" type="radio"/> N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?
<input checked="" type="radio"/> Y/ <input type="radio"/> N	Do you own or have a valid lease to the premises for which the license is sought?	<input type="radio"/> Y/ <input checked="" type="radio"/> N	Have you ever been convicted of a felony under the laws of the United States or any state?
<input type="radio"/> Y/ <input checked="" type="radio"/> N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	<input type="radio"/> Y/ <input checked="" type="radio"/> N	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? <i>(If applicant is a corporation)</i>
<input type="radio"/> Y/ <input checked="" type="radio"/> N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	<input type="radio"/> Y/ <input checked="" type="radio"/> 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?

NATURE OF LICENSE:

1. What class liquor license are you seeking? (Please read descriptions below) TAPS

TYPE	DESCRIPTION
CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (NOT ABLE TO SELL ANY ALCOHOL)

2. What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Bar / Grill

3. State the significance of a liquor license to your establishment, present or future: essential

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Provide good environment for food & beverages. Maintain a current tax paying business.

5. Upon what facts do you base your answers to the previous question? The windjammer has been in business since 2001 and have always maintained a healthy and safe environment and good relationship w/ City.

6. Do you intend to furnish live entertainment in the establishment to be licensed? (Please Circle) Y N



a. If you answered "YES" to the previous question, state the nature of such entertainment: Live Bands

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (Please Circle) Y/N (N)

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? N/A

8. Do you intend to obtain an additional license for any of the following (please circle):

Y (N) Public Dancing*

Y (N) Tobacco*

(Y) / N Amusement* (If yes, which type: Video gaming in assistance)

Y / N Miscellaneous* (If yes, which type: _____)

*All above license require additional application per license type.

AMUSEMENT

Type	Description
<i>Auto Amusement Devices</i>	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
<i>Musical Devices</i>	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
<i>Theatre</i>	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
<i>Sidewalk Cafe</i>	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.



IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 2303 Stern Dr. City/State: Bloomington, IL Zip Code: 61704

2. What hours will the establishment be open?

Monday: 11Am-1Am Tuesday: 11Am-1Am Wednesday: 11Am-1Am
Thursday: 11Am-1Am Friday: 11Am-2Am Saturday: 11Am-2Am Sunday: 11Am-1Am

3. What type or types of building(s) adjoin the establishment? Commercial and Business

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? 9-5

b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? N/A

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.):

Prospect and Stern Dr.

5. How much additional traffic do you expect the establishment with a liquor license to generate?

already established

6. Describe on and off street parking facilities to handle traffic anticipated:

adequate parking established

7. How many establishments with liquor licenses are located within the immediate area of your establishment? Jim's Steakhouse



8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Very strong demand

a. Upon what facts do you base your answer to the previous question? experience since January 1, 2001

RESPONSIBILITY:

1. If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.

2. If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Yes As to Winners No As to Brian Coombs

a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? None

DATED this 1 day of June, 20 18.

SIGNED:

Brian Coombs
Printed Name

[Redacted Signature]
Signature

President of Old English Inn Ltd.
Title

23715 Fleming St.
Address

Holder, IL 61736
City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code



2018 License Application For the sale of alcoholic beverages

This application is being submitted as:

___ A New Application Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

old English Inn, Ltd
NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS TAP LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.



DATED this 1 day of June, 2018

A. Individual

Brian Coombs

Printed Name

Signature

B. Partnership

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation

old English Inn Ltd

Corporate Name

Brian Coombs

President of Company (Print Name)

President of Company (Signature)

Secretary

And the following officers, directors or majority stockholders:

None other
than Brian Coombs



NOTARY ACKNOWLEDGEMENT

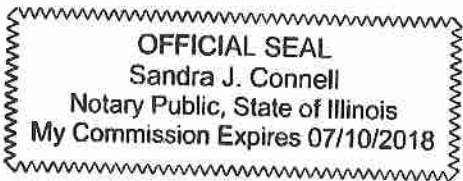
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 1st day of June, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

[Handwritten signature]
Notary Public

My Commission Expires: 7.10.18





2018 License Application
For the sale of alcoholic beverages

This application is being submitted as:
A New Application [] Renewal (Change to Original Application) [X]

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS TAPS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

[] an individual [] a partnership [X] a corporation

A. If an Individual:
Name: _____ Age: _____
Address: _____ City/State/Zip Code: _____
Have you been a legal resident of City of Bloomington for more than One (1) year?
Yes [] No []

B. If a Partnership:
Following are the names of all partners who are entitled to share in any profit of the business:
Name: _____ Age: _____
Address: _____ City/State/Zip Code: _____
Have you been a legal resident of City of Bloomington for more than One (1) year?
Yes [] No []
Name: _____ Age: _____
Address: _____ City/State/Zip Code: _____
Have you been a legal resident of City of Bloomington for more than One (1) year?
Yes [] No []



C. If a Corporation:

Date of Incorporation: May 23, 1972

State whether same is organized for profit or nonprofit , under laws of the State of Illinois.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: Brian Coombs Title: President

Address: [Redacted] City/State/Zip Code: holder, IL [Redacted]

Name: Brian Coombs Title: Secretary

Address: " " City/State/Zip Code: " "

Name: Brian Coombs Title: Sole shareholder

Address: " " City/State/Zip Code: " "

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

3. Location and description of the premises or place of business to be operated under this license: 2303 Stern Dr. Bloomington, IL 61704

a. Trade Name: Windjammer Lounge

Please answer the following questions by circling Y (yes) or N (no).

Y/N N Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y/N N Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?



Y/N

Is it proposed to sell food in this place of business?

Y/N

Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y/N

Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? If yes, fully explain: _____

Y/N

Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? If yes, give further details: _____

Y/N

Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y/N

Is the applicant herein, the owner of the premises for which this license is sought?

If no, the information of the building owner:
Name: Estate of Mary Katherine Njapagen, deceased Term of Lease: _____ to _____
Address: Leslie Coombs, as administrator City/State: _____ Zip Code: _____

Y/N

Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?
See lease attached.

Please take this time to provide any additional information you would like to include with your application: _____



Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 1 day of June, 2018

A. Individual

Printed Name _____ Signature _____

B. Partnership

Business Name _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

C. Corporation

Old English Inn, Ltd.
Corporate Name

Brian Coombs _____
President of Company (Print Name)

President of Company (Signature)

ATTEST:

Secretary

And the following officers, directors or majority stockholders:

None other than
Brian Coombs

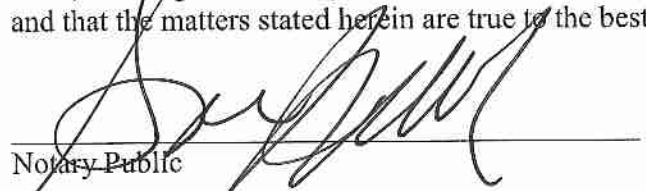


NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

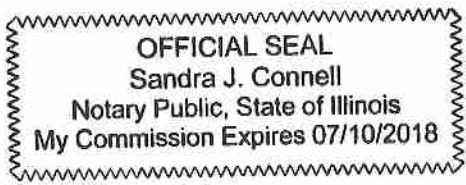
Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 15th day of June, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.



Notary Public

My Commission Expires: 7.10.18





OLDENGL-CL

DCRANE

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/01/2018

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 have ADDITIONAL INSURED provisions or 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 Clemens & Associates, Inc. 2806 E Empire Bloomington, IL 61704	CONTACT NAME: PHONE (A/C, No, Ext): (309) 662-2100	FAX (A/C, No): (309) 662-2134
	E-MAIL ADDRESS: info@clemensins.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Society Insurance		15261
INSURED Old English Inn Ltd. dba: Windjammer Lounge 2303 Stern Dr. Bloomington, IL 61704	INSURER B : RLI Surety Division	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****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
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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	TRM 415545	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA15001569	01/23/2018	01/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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/A	WC 439907	03/30/2018	03/30/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			TRM 415545	01/23/2018	01/23/2019	Limit 1,000,000
B	Liquor Bond			LSM1080581	11/21/2017	11/21/2018	Limit 2,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington
 109 East Olive
 Bloomington, IL 61702

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



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

LICENSE AND PERMIT BOND

Bond No. LSM1080581

KNOW ALL MEN BY THESE PRESENTS:

That we, Old English Inn Ltd. DBA Windjammer Lounge
2303 Stern Dr.
Bloomington, IL 61704

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the City of Bloomington, State of Illinois, Obligee, in the penal sum of Two Thousand and 00/100 (\$ 2,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) _____ a tavern by the Obligee.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 21st day of November, 2017, and ending on the 21st day of November, 2018.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 21st day of November, 2017.

Lance L. Combs
 Principal
 (Individual, Partner or Corporate Officer)



RLI Insurance Company
 By B. W. Davis
 Barton W. Davis Vice President



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY
RLI Insurance Company

Bond No. LSM1080581

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed One Million and 00/100 Dollars (\$ 1,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Old English Inn Ltd. DBA Windjammer Lounge

Obligee: City of Bloomington
(Valid only when a County, City, Town or Village is named as Obligee)

Type Bond: a tavern

Bond Amount: \$ 2,000.00

Effective Date: November 21, 2017

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 21st day of November, 2017.

ATTEST:

Cherie L. Montgomery
 Cherie L. Montgomery Assistant Secretary



RLI Insurance Company
Barton W. Davis Vice President

On this 21st day of November, 2017 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Gretchen L. Johnnigk
 Gretchen L. Johnnigk Notary Public





P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Illinois Disclosure Notice

Bond No. LSM1080581

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
TOLL-FREE (800)645-2402
(309)692-1000

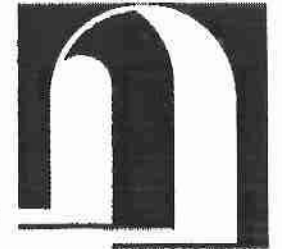
In the unlikely event you are unable to resolve any complaints with the company, you may contact the

Illinois Department of Insurance
Consumer Division
320 W. Washington Street
Springfield, IL 62767
(866)445-5364 Toll-Free

This Notice is for information only and does not become a part of or a condition of your policy.

CITY OF BLOOMINGTON

Town of



Normal

**Bloomington/Normal Prepared Food & Beverage
Registration Form**

Date: 5/28/18

DBA Business Name: Windjammer Lounge

Local Address: 2303 Stern dr.

City: Bloomington

State: IL Zip: 61704

Phone: 663-2233 (309)

Fax: _____

Illinois Business Tax (IBT) #: [REDACTED]

Corporate or Owner information if different from above.

Name: Old English Inn, Ltd

Address: _____

City: _____

State: Zip: _____

Phone: _____

Fax: _____

Date Business started at this location: _____

Type of Organization:

- Sole Proprietorship
- Partnership
- Corporation Other
- (specify) _____

Contact Information:

Name: Brian Coombs

Title: owner

Address: 23715 Fleming St. Holder IL 61736

Phone: 3097061442

E-mail: Brian Coombs 626@yahoo.com

.., Mail or Fax this completed and signed form to:

FAX #: (309) 434-2463

City of Bloomington
Finance Department
PO BOX 3157
Bloomington, IL 61702-3157

Under penalties as provided by law, I declare that to the best of my knowledge and belief,
the information on this form is true, correct and complete.

[REDACTED]
Signature of Officer Empowered to Sign

6-1-18
Date

Brian Coombs President/secretary
Print name and title

Certificate Number 67497



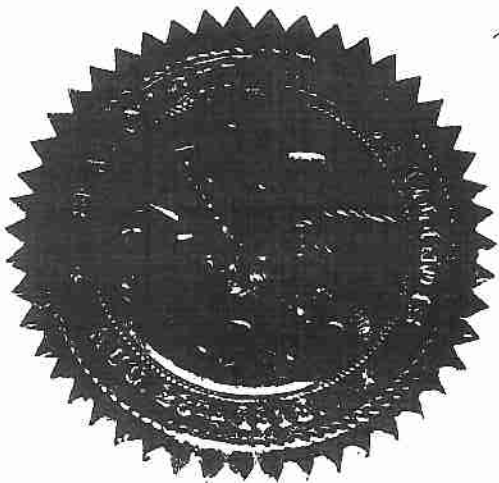
To all to whom these Presents Shall Come, Greeting:

Whereas, *Articles of Incorporation, duly signed, and verified, of*
OLD ENGLISH INN LTD.

have been filed in the Office of the Secretary of State, on the 23rd
day of May *A. D. 1972, as provided by "THE BUSINESS*
CORPORATION ACT" of Illinois, in force July 13, A. D. 1933.

Now Therefore, I, John W. Lewis, Secretary of State, of the State of Illinois,
by virtue of the powers vested in me by law, do hereby issue this certificate of
incorporation, and attach thereto a copy of the Articles of Incorporation
of the aforesaid corporation.

In Testimony Whereof, *I thereto set my hand, and cause to*
be affixed the Great Seal of the State of Illinois,
Done at the City of Springfield this 23rd
day of May *A. D. 1972 and*
of the Independence of the United States
the one hundred and 96th



s/ JOHN W. LEWIS

SECRETARY OF STATE.

Lessee

**COMMERCIAL LEASE FOR 2303 STERN DRIVE
BLOOMINGTON, IL 61704**

IDENTIFICATION OF PARTIES; LIABILITY. This Lease Agreement is made between the Leslie Coombs hereinafter "Lessor" and Old English Inn Ltd. hereinafter "Lessee".

LEASED PREMISES; EQUIPMENT, AND FURNISHINGS, Lessor agrees to rent the following Premises to the Lessee "The Premise": 2303 Stern Drive Bloomington, IL 61701.

1. **TERM RENT.** This lease goes into effect at Midnight 03/31/2018 and ends at Midnight on 03/31/2019. During this period of time, Lessee will pay Lessor rent equal to the monthly mortgage payment, real estate taxes and repairs and maintenance of the premises. If Lessee remains in the premises' with Lessor's permission after the Lease ends, Lessee have the option to automatically renew for an additional monthly lease term. The other provisions of this Lease will remain in effect. If Lessee chooses not to automatically renew this lease for monthly terms, Lessee will provide written notice to Lessor no later than 30 days prior to the termination of the current lease.
2. **LESSEE PAYMENT DUTIES.** Lessee will pay rent equal to the monthly mortgage payment, real estate taxes and repairs and maintenance on time and without any demand for payment by Lessor. Lessee will pay all the utilities for said Premise.
3. **MAINTENANCE OF PREMISES.** Lessee will make no alterations to the premises. Lessee will not cause or permit any harm to any part of the premises, including buildings, plantings, or other property. Lessee will keep the parking lot and building clean, not permitting the accumulation of any boxes, barrels, automotive articles, refuse or other property upon the premises.
4. **COMPLIANCE WITH THE LAW.** Lessee agrees not to do anything which would cause the premises or my use of the premises to be in violation of any law or government regulation. If Lessee does, Lessee will be responsible for any fines, costs or penalties which are assessed because of the violation.
5. **USE OF PREMISES,** Lessee agree to occupy and use the premises for commercial use only. I will not permit any activity upon the premises which creates an unusual risk of fire or other hazard.
6. **ASSIGNMENT, SUBLETTING.** Lessee will not assign their interest under this Lease or sublet the premises without first receiving written permission from Lessor.
7. **SURRENDER OF PREMISES,** When this Lease ends for any reason, Lessee will surrender the premises to Lessor and return all keys to Lessor. Lessee agrees that the premises will then be

in good condition subject to reasonable wear and tear during Lessee's occupancy of the premises. Lessee will leave the premises clean and in good order.

8. FURNISHINGS & EQUIPMENT. If this Lease includes furnishings and equipment, Lessee promises to keep them in their present condition. Lessee will at their expense repair any damage to the furnishings, except damage caused by an act of God.

9. OVERDUE RENT. If Lessee is more than 10 days late with the agreed rent payment (monthly mortgage payment, real estate taxes and repairs/maintenance), or if Lessee breaks any provisions under this Lease Agreement, Lessor can terminate this Lease Agreement and can enter the premises and repossess them. Also, Lessor can repossess the premises through eviction lawsuit. In that case, Lessee waives any right to receive notice to quit possession under Illinois statutes. Lessee agree that Lessor can enforce these rights at any time even if they failed to exercise those rights in the past.

10. RIGHT OF TERMINATION. The lessor has the right to terminate the lessee for any or no reason upon 30 day written notice.

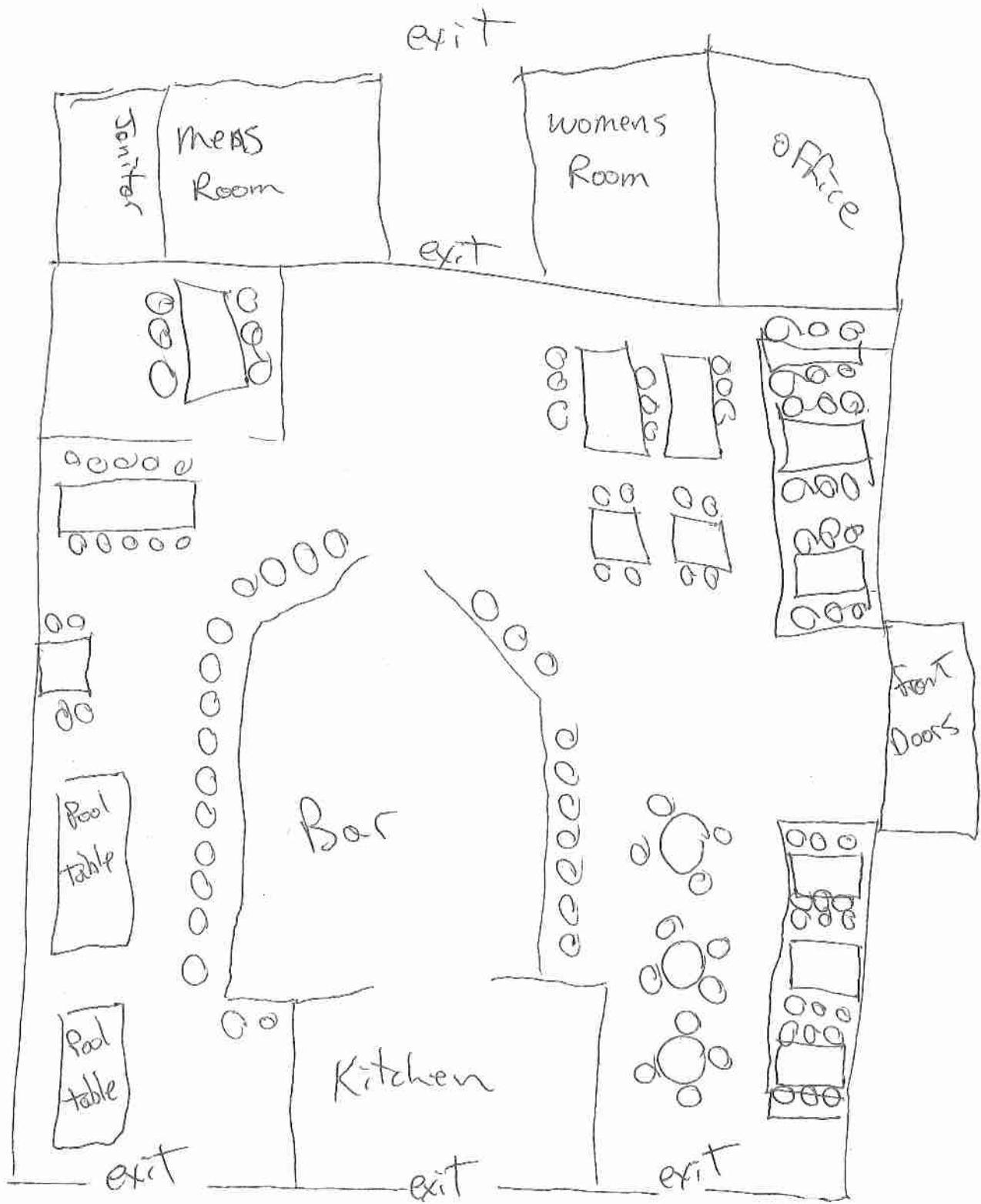
11. RIGHT OF INSPECTION. The Lessor has the right to enter the premises at any reasonable time, and will call prior to inspection.

A, In addition the Lessor may enter at any time, without notice, whether or not Lessee is present, in the event of any emergency effecting the Premises.

This agreement is a legally binding between Lessor and Lessee and their heirs and legal representatives.

This lease is signed this 26 day of March 2018.

LESSOR [Signature] - LESSEE [Signature] Brian Coombs



File Number

5002-958-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

OLD ENGLISH INN LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 23, 1972, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of JUNE A.D. 2018 .

Jesse White

SECRETARY OF STATE

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT dated the 18 day of May, 2018, by and between LESLIE COOMBS (hereinafter "Leslie") and BRIAN B. COOMBS (hereinafter "Brian")

WITNESSETH

WHEREAS, Leslie is the sole shareholder of Old English Inn, Ltd., an Illinois Corporation (hereinafter the "Company"); and

WHEREAS, Leslie desires to sell to Brian and Brian desires to purchase from Leslie, all of Leslie's shares of common stock which represents 100% of the issued shares of common stock of Old English Inn, Ltd. in accordance with the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, Leslie and Brian agree as follows:

- Sale of Shares.** On the Closing Date as hereinafter defined, Leslie agrees to sell, assign, transfer, convey and deliver to Brian all of her right, title and interest in and to all shares of common stock of the Company, free and clear of all liens, charges, encumbrances, claims and options of any nature whatsoever, except as herein provided.
- Purchase Price.** Brian shall assume all of the indebtedness of the Company, including but not limited to, the bank indebtedness and leasehold obligations for the Windjammer Lounge operated by the Company at 2303 Stern Drive, Bloomington, McLean County, Illinois. Leslie and Brian agree that, upon the execution of this Agreement, Brian shall pay Leslie the sum of \$100,000.00 as consideration for the assumption of debt as herein provided, together with the transfer of the shares of common stock now owned by Leslie. Upon the transfer of such stock and payment of such funds, Brian agrees to save and hold Leslie harmless of any and all obligations pertaining to the debt of the Company.
- Closing Date.** The closing of this transaction shall take place at the office of the Meyer Capel, A Professional Corporation, 202 North Center Street, Suite 2, Bloomington, Illinois 61701. At closing, Leslie will deliver to Brian the stock certificate described herein representing all of the shares shares of common stock of the Company. Brian

missory Note described herein.

LESLIE COOMBS

BRIAN B. COOMBS

OLD ENGLISH INN, Ltd.

**MEMORANDUM OF ACTION OF SOLE DIRECTOR
IN LIEU OF SPECIAL MEETING**

Brian Coombs, being the sole director of Old English Inn, Ltd. an Illinois Corporation (“Corporation”), pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983 as amended, hereby takes the following action in lieu of any necessary meeting of Directors, by consent and without a meeting, hereby waiving all notice of such meeting pursuant to Section 7.20 of the Illinois Business Corporation Act of 1983 as amended. The following is hereby adopted and approved:

RESOLVED, that the following are elected to the office set opposite of their respective names to serve subject to the provisions of the bylaws and for such compensation set forth below is hereafter established by the Board of Directors:

<u>Office</u>	<u>Name</u>
President	Brian Coombs
Secretary	Brian Coombs

This Consent shall be delivered to the Secretary of the Corporation and shall be filed with the Minutes of the Meetings of the Board of Directors in the Corporate Records.

Dated and effective as of:
May 18, 2018



Brian Coombs

OLD ENGLISH INN, Ltd.


**MEMORANDUM OF ACTION OF SOLE SHAREHOLDER
IN LIEU OF SPECIAL MEETING**

Brian Coombs, being the sole owner of record of all of the issued and outstanding Shares of Old English Inn, Ltd. an Illinois Corporation (“pursuant to Section 7.10(a)(ii)” of the Illinois Business Corporation Act of 1983 as amended, hereby takes the following action in lieu of any required meeting of Shareholders, by consent and without a meeting, hereby waiving all notice of such meeting pursuant to Section 7.20 of the Illinois Business Corporation Act of 1983 as amended. The following is hereby adopted and approved:

RESOLVED, that the following person is hereby nominated and elected as Director of the Corporation, to serve until the next annual meeting of Shareholders of the Corporation, or until his or her successor is elected and qualified.

Director: Brian Coombs

Dated and effective as of:
May 18, 2018



Brian Coombs, Sole Shareholder

June 1, 2018

Bloomington City Clerk
109 E. Olive Street
Bloomington, IL 61701

VIA HAND-DELIVERY

RE: Old English Inn d/b/a Windjammer
Application for Liquor License

To Whom It May Concern,

Enclosed please find a renewal application for a Liquor License for Old English Inn d/b/a Windjammer. This application has been filed solely as a result of a change of ownership to Brian Coombs as a result of his recent purchase of all company shares. Copies of the applicable corporate transfer documents have been enclosed as exhibits. It is my understanding the City has on file the exhibits filed with the prior application back in December 2017. I would ask that all applicable prior exhibits be incorporated herein as no modifications have been made. It is my understanding that due to the application being filed as a result of a change in ownership only, we are still able to be placed on the June 12, 2018 agenda.

If you have any questions, do not hesitate to contact me at 309-706-1442.

Sincerely,

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

Mr. Brian Coombs



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance suspending portions of Chapter 6 of the Bloomington City Code prohibiting the possession of alcohol in public for the festival area in downtown Bloomington during the event on August 3, 2018, and the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption in the festival area during the Brats and Bags event to be held in a portion of Downtown Bloomington on August 3, 2018, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance suspending portions of Chapter 6 of the Bloomington City Code prohibiting the possession of alcohol in public for the festival area in downtown Bloomington during the event on August 3, 2018, and the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license for the Brats and Bags event to be held in a portion of Downtown Bloomington on August 3, 2018 be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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 Tari Renner called a public hearing on June 12, 2018, on the application of the Bloomington Normal Sunrise Rotary for an LB liquor license for the Brats & Bags event on Friday, August 3, 2018, from 8:00 a.m. to 10:00 p.m. in downtown Bloomington and consideration of the request of suspension of portions of Chapter 6 of the Bloomington City Code pertaining to possession of open alcohol in public on the date of the event for specified areas of downtown Bloomington associated with the event.

Present were: Commissioner Tari Renner, Lindsey Powell and Jack Bataoel. Staff Present: Cherry Lawson, City Clerk, Attorney Greg Moredock, and Greg Scott, Assistant Police Chief.

Commissioner Powell recused herself due to being a member of the Bloomington-Normal Sunrise Rotary.

Miles Bardell, B-N Sunrise Rotary, appeared before the Commission, stating they have hosted the Brats & Bags event for a number of years. There is a brat lunch, no alcohol included during that part of the event. Later in the day, they would set up the bean bag toss. From 5:00 p.m. until 10:00 p.m., beer would be sold. ID's would be checked and patrons required to wear wristbands in order

to be served. They have a number of members of the Rotary Club who have gone through BASSET training, and will be checking IDs and doing the security for the event. This is how they have done it for the last few years and it has worked out well.

Motion by Commissioner Bataoel seconded by Commissioner Renner to approve the item to be placed on the Council Meeting Agenda for July 9, 2018 for Council's consideration.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner and Bataoel

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 12, 2018 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: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Cherry Lawson, City Clerk
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Scott Rathbun, Interim Finance Director
Legal review by:	George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Creation of New License Findings
- Ordinance
- Special Event Permit
- Aerial Map

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)

ORDINANCE NO. 2018 - ____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN SPECIFIED PORTIONS OF DOWNTOWN BLOOMINGTON DURING THE BRATS AND BAGS FUNDRAISING TOURNAMENT

WHEREAS, the Bloomington-Normal Sunrise Rotary Club will hold a Brats and Bags Fundraising Event in specified areas of Downtown Bloomington on August 3, 2018; and

WHEREAS, the Bloomington-Normal Sunrise Rotary Club requested permission to allow sales and consumption of beer and wine during the Brats and Bags Tournament in specified areas of Downtown Bloomington outlined in Exhibit A.; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on August 3, 2018, between 8:00 a.m. and 10:00 p.m. for the specified areas of Downtown Bloomington outlined in Exhibit A. This suspension shall be effective as to persons inside the designated area only, and only for alcohol purchased from the event vendor within the designated area.

Section 2: Except for the date, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 9th day of July 2018.

APPROVED this _____ day of July 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

SPECIAL EVENT PERMIT
BRATS & BAGS
DATE: FRIDAY, AUGUST 3, 2018
TIME: 8:00 A.M. UNTIL 11:00 P.M.

Date Prepared: March 5, 2018

Distribution: Kevin Kothe – Public Works Bob Moews - Parks & Recreation
Tricia Stiller – Community Development Bob Coombs - PACE
Asst. Chief Greg Scott – Police Jim Karch - Public Works
Asst. Chief Ken Bays – Police Colleen Winterland - Public Works
Martin Glaze – Connect Transit Bill Givens – Traffic Engineer
Deputy Chief Eric West – Fire George Kutz – Public Works
Robert Henson – Public Works Scott Fortney – Public Works
Steve Rasmussen – Interim City Manager Jeff Raines – Public Works
Brett Lueschen – Water Department Troy Olson – Public Works
Catherine Dunlap, Comm. Development Linda Foutch – McLean Co Health Dept.
Philip Allyn – Public Works

SPONSORING ORGANIZATION(S): Sunrise Rotary Club

CONTACT PERSON: Kristen Kubsch

PHONE NO.: 309-261-3158

EMAIL: kkubsch@growmark.com

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: Fundraiser for the various charitable projects, consisting of food, beverage, live or amplified music, and a Bags (bean bag toss) Tournament. Set up food tents in the parking spaces on the west side of Main St., east of the McLean County Historical Museum. Setup will begin at 7:00 a.m. Food service will begin at 10:30 a.m. and end at 1:30 p.m.

EVENT LOCATION/PARADE ROUTE: Jefferson St. between Main and Center and Main St. between Jefferson and Washington.

TRAFFIC CONTROL ARRANGEMENTS: Jefferson St. will be closed between Main and Center St. at 6:30 a.m. until 11:00 p.m. Main St. between Jefferson and Washington St. will be closed at 1:00 p.m. until 11:00 p.m. Two (2) parking spaces on the northeast corner of Main and Jefferson will be reserved (for garbage dumpster).

POLICE: Ask to tow vehicles from the areas marked no parking. Possible congestion and crowds.

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Install “No Parking” signs on Jefferson for Friday, August 3 at 6:00 a.m. to 11:00 p.m.

SPECIAL EVENT PERMIT

BRATS & BAGS

Install “No Parking” signs on Main St. for Friday, August 3 at 12 p.m. to 11:00 p.m.

Four (4) parking stalls will be blocked on the west side of Main St. nearest to the intersection of Main and Jefferson to allow for drive through pick up of lunches. Install “No Parking” signs on for the drive thru lane for Friday, August 3 at 6:30 a.m. to 11:00 p.m.

Install “No Parking” Signs for the two (2) parking spaces on the northeast corner of Main and Jefferson St for Friday, August 3 for the garbage dumpster.

Install all “No Parking” signs thirty-six (36) hours in advance of event.

Close Jefferson St. between Main and Center at 6:30 a.m. on Friday, August 3 and Main St. between Jefferson and Washington on Friday, August 3 at 1:00 p.m.

Public works will provide the traffic cones for the drive-through.

Illinois Vehicle Code.

5/11–311. Interference with official traffic-control devices or railroad signs or signals

§ 11–311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76–1586, § 11–311, eff. July 1, 1970. Amended by P.A. 80–911, § 1, eff. Oct. 1, 1977; P.A. 83–672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, Ch. 95 1/2, ¶ 11–311.

Reopen streets at the end of the event.

PARKS AND RECREATION WILL PROVIDE THE FOLLOWING: Deliver eighteen (18) picnic tables, including ADA accessible, and fifteen (15) trash barrels to the northwest corner of the McLean County Museum of History on the morning of Friday, August 3. Remove picnic tables and barrels and place them on the lawn of the McLean County History Museum. Unlock electrical outlet box.

ORGANIZER RESPONSIBILITIES: Provide written permission to close Main St. on this day from the McLean County History Museum to the Downtown Development office. Provide written notification to affected residents/businesses and send a copy of this letter to the Downtown Development office. Organizer will obtain a dumpster permit from Public Works at 434-2225. Contact Planning and Code Enforcement (PACE) at 434-2226 reference requirements on porta potties. Install orange fencing around bags/beer area and remove following the event.

SPECIAL EVENT PERMIT
BRATS & BAGS

Bring trash bags and empty barrels into dumpster. Remove the dumpster and porta potties immediately following the event. Contact Colleen Winterland at 309-275-8492 to pick up traffic cones for drive thru.

FOR OFFICE USE ONLY

Notes: _____





CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Legal Department

SUBJECT: Consideration of a Resolution directing the City Clerk to receive and process the application of Nightshop, LLC., for a Video Gaming License, as requested by the Legal Department.

RECOMMENDATION/MOTION: The Resolution directing the City Clerk to receive and process the application of Nightshop, LLC., for a Video Gaming License be approved, and the City Clerk be directed to process the application for a Video Gaming License for the establishment.

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: On February 27, 2018, the City Council adopted an ordinance requiring establishments having video gaming to obtain City of Bloomington video gaming licenses. The same ordinance provided for a moratorium on acceptance of applications for new video gaming licenses until March 1, 2019. The ordinance further provided that the moratorium could be waived by a vote of two-thirds of the City Council for an establishment that could show that the establishment had a pending application for a video gaming license from the Illinois Gaming Board on or before the adoption of the ordinance.

Nightshop, LLC., located at 517 N. Main Street, has submitted to the City a document entitled "Video Gaming Location Disclosure of Records" showing that the establishment had a pending application with the Illinois Gaming Board for a video gaming license on February 9, 2018. (The title page of the document is attached to this memorandum.) Since this application was pending prior to the effective date of the moratorium ordinance, it is the opinion of the City Legal Department that the establishment has provided sufficient evidence to qualify for a potential waiver of the moratorium by a vote of two-thirds of the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, additional video gaming tax revenue could be generated. Video Gaming tax is posted to the General Fund account (10010010-50070). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled Budget Overview & General Fund on page 109.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: George D. Boyle, Assistant Corporation Counsel

Reviewed By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Nightshop Resolution

RESOLUTION NO. 2018 – ____

A RESOLUTION DIRECTING THE CITY CLERK TO RECEIVE AND PROCESS THE APPLICATION OF NIGHTSHOP, LLC., FOR A VIDEO GAMING LICENSE

WHEREAS, on February 27, 2018, the City of Bloomington adopted an ordinance requiring that any establishment having video gaming on its premises must obtain a video gaming license from the City; and

WHEREAS, said ordinance further provided that, except for establishments having existing video gaming terminals as of March 1, 2018, no application for a video gaming license would be accepted by the City until March 1, 2019; and

WHEREAS, said ordinance further provided that the moratorium on the acceptance of new license applications could be waived by a vote of two-thirds of the City Council if the applicant can demonstrate that the establishment had applied for a video gaming license from the Illinois Gaming Board on or before the adoption of said ordinance; and

WHEREAS, Nightshop, LLC., has demonstrated that the establishment had applied for a video gaming license from the Illinois Gaming Board prior to the date of the adoption of the ordinance.

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

- A. That the moratorium on acceptance of new applications for video gaming licenses is waived as it applies to Nightshop, LLC., and the City Clerk is hereby authorized to accept and process an application from the establishment for the issuance of a City of Bloomington video gaming license;
- B. Except as provided in this Resolution, the moratorium set forth in Chapter 7, Section 122 of the Bloomington City Code remains in full force and effect.
- C. This Resolution shall be effective upon its passage by a vote of at least two-thirds of the City Council.

PASSED this 9th day of July 2018.

APPROVED this ____ day of July 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk



CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: July 9, 2018

SUBJECT: Ratification of Contract with Telecommunicators Police Benevolent Labor Committee.

RECOMMENDATION/MOTION: 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 May 10, 2018, Telecommunicators and City staff began negotiating the terms for a successor collective bargaining agreement to replace the agreement which expired on April 30, 2018. 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 all outstanding issues. The following reflects the agreed upon changes to the Collective Bargaining Agreement:

Wages – General wage increases, with retroactive pay in the first year, as follows:

- May 1, 2018 2%
- May 1, 2019 2%

Longevity Pay – The parties agreed to change the structure of longevity pay for all employees hired into City employment on May 1, 2018 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 onetime lump sum amount at the completion of each step as follows:

- 5 yrs. – \$1,500 gross paid in a lump sum payment at the conclusion of the employee’s 5th anniversary year
- 10 yrs. \$2,000 gross paid in a lump sum payment at the conclusion of the employee’s 10th anniversary year
- 15 yrs. \$2,500 gross paid in a lump sum payment at the conclusion of the employee’s 15th anniversary year
- 20 yrs. \$3,000 gross paid in a lump sum payment at the conclusion of the employee’s 20th anniversary year

Group Insurance – The following changes were made to insurance:

- 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 1/1/2019, those grandfathered employees who have ineligible spouses on the plan upon ratification of the agreement will receive \$1,200 gross annually as long as the employee’s spouse continues to be ineligible for City medical coverage.
- PPO plan design changes for January 2019 which includes changing the deductible to \$600 Single/\$1,200 Family and changing ER visits to 80% after the \$250 co-pay.
- Decrease in Employer Subsidy for all health insurance coverage tiers by 2%, as of 1/1/2020 forward. Employer contributions will be 73% of premium costs and the employee contribution will be 27% of premium costs.

Miscellaneous Items

- Reducing the steps in the grievance procedure process.
- The parties agreed to modifications to the dress code policy.
- Modification to force in language credits.
- Modification on ability to leave the department during breaks.
- Increased timeframe for an employee to bid on vacation time and shifts.
- If mutually agreeable, the parties can meet during the term of the contract to discuss alternative work schedules.
- Change from a weekly to a bi-weekly payroll for seasonal employees and move the full-time employees from Thursday to Friday pay date.
- Reduction in the accrual of PC time in the first year for new employees.

FINANCIAL IMPACT:

The financial impact of the tentative agreements includes:

- Increase in wage tables by 2% effective May 1, 2018 and May 1, 2019. Estimated cost of these wage increases during the term of the contract for full-time employees excluding longevity increases is approximately \$48,000.
 - FY 2019 additional costs are projected at \$15K. No increase was budgeted in the FY2019 Adopted Budget for Police Communication Center Salaries located in account 10015118-61100. Stakeholders can locate this budget in the FY 2019 Proposed Budget Book titled “Budget Overview & General Fund” on page 210. Communication Center unanticipated vacancies for FY2018 resulted in full time compensation and benefits savings of approximately \$70K. Unanticipated vacancies, as well as the health insurance savings noted below, are expected to offset this increase.
 - FY 2020 additional costs of \$33K will be captured in the FY 2020 - 2024 budget. This cost increase will be mitigated by the health insurance savings noted below.
- There is an anticipated \$23,900 savings for 2019 related to health insurance premiums and annual claim avoidance, due to 2 spouses enrolled in health insurance becoming

ineligible for City plan coverage. This savings estimate includes the ineligible spouse payment of \$1,200. Additionally, health insurance premium costs are anticipated to decrease in 2020, as employee contributions increase. Estimated reduction in premiums are anticipated to be approximately \$6,500-\$7,000 annually, based on current medical plan enrollment of the Telecommunicator group. Health insurance costs for the Police Communication Center are located in accounts 10015118-62104 through 10015118-62109. Stakeholders can locate these accounts in the FY 2019 Proposed Budget Book titled “Budget Overview & General Fund” on page 210.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Nicole Albertson, Human Resources Director
Clay Wheeler, Police Chief

Financial & budgetary review by: Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Telecommunicators Police Benevolent Labor Committee Contract for May 1, 2018 – April 30, 2020.

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
TELECOMMUNICATORS
POLICE BENEVOLENT LABOR COMMITTEE

MAY 1, 201618 – APRIL 30, 201820

DRAFT

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DRAFT

GLOSSARY

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chief's absence

City Manager includes the appropriate designee in the Manager's absence

Human Resources Director includes the appropriate designee in the Director's absence

Communications Center Manager is interchangeable with the term supervisor and includes the appropriate designee in the Communication Center Manager's absence.

His/He/Him includes both male and female telecommunicator.

TCM refers to a telecommunicator.

Chief Steward includes the appropriate designee in the Chief Steward's absence

AGREEMENT

This Agreement made and entered into this 1st day of May, 2018~~16~~ by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT LABOR COMMITTEE (hereinafter referred to as the "Union"):

WITNESSETH:

Whereas the Union was certified as the sole and exclusive bargaining agent by the Illinois Public Labor Relations Board in case number S-RC-08-006 on May 1, 2008.

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and the Union; aid toward the economical and sufficient 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 Constitutions and laws of the State of Illinois, and Ordinances of the City of Bloomington,

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, part-time and seasonal telecommunicators employed by the City's Police Department, excluding any and all other employees employed by the Police Department and the City of Bloomington. The City is not prohibited from hiring temporary and/or seasonal help. Such recognition is pursuant to Case No. S-RC-08-006.

Section 1.2. New Classifications.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay rate for the classification.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization the City will deduct from the pay of a TCM covered by this Agreement the monthly dues 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 dues or other approved deductions in writing at least thirty (30) days prior to its effective date. Such deduction shall be remitted to 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 the Police Benevolent Labor Committee.

I authorize and direct you to deduct said membership dues from my paychecks each month after the date this assignment is delivered to you and to remit same to the Union.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time.

Date

Name

Section 2.2. Fair Share Deductions.

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction within thirty (30) days of attaining a position included in the bargaining unit shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. Upon notification from the Union, 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 amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Section 2.3. Religious Exemption.

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious

body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis make payment and furnish a written receipt to the Union that such payment has been made. The Union will notify the City in writing that no union dues or fair share should be deducted from the employee's payroll.

Section 2.4. Indemnification.

The Union agrees to indemnify, defend 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 as they relate specifically to this Article.

Section 2.5 Union Activity.

The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership and Union activity or non-activity.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. 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 TCM 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.

Section 3.2. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more TCM against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any TCM who has a grievance shall submit it in writing on the City of Bloomington grievance form ~~to the Chief of Police. his Supervisor, who is designated for this purpose by the City. The Supervisor shall give his written answer within ten (10) business days after such presentation.~~ **The Chief of Police shall discuss the grievance within ten (10) business days with the Chief Steward at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City’s written answer to the Chief Steward within ten (10) business days following their meeting.**

~~STEP 2: If the grievance is not settled in Step 1 and the TCM or the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police within ten (10) business days after the designated~~

~~Supervisor's answer in Step 1 and shall be signed by both the grievant and Chief Steward. The Chief of Police shall discuss the grievance within ten (10) business days with the Chief Steward at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City's written answer to the Chief Steward within ten (10) business days following their meeting.~~

STEP 2 3: If the grievance is not settled in Step 1 2 and the Union desires to appeal, it shall be referred by the Union Chief Steward in writing to the Human Resources Director within ten (10) business days after the Chief of Police's answer in Step 1 2. A meeting between the Human Resources Director, the Chief of Police and the Union Chief Steward 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 the Union Chief Steward. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union Chief Steward within ten (10) business days following the meeting.

Section 3.3. Arbitration.

If the grievance is not settled in accordance with the foregoing, procedure, the Union may refer the grievance to arbitration within ten (10) business days after receipt of the City's answer in Step 2 3. Within twenty (20) business days the parties shall file with the Federal Mediation and Conciliation Service a request to submit a panel of seven (7) arbitrators who are members of the National Academy Of Arbitrators in sub-region of Illinois. Both the City and the Union shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. 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

selection by a joint letter from the City and the Union requesting that he set a time and place for the arbitration, subject to the availability of the City and Union representatives.

Section 3.4. 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 shall consider and decide only the specific issue submitted to him 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. 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. The arbitrator shall submit in writing his 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 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.

Section 3.5. Expenses of Arbitration.

The fee and expenses of the arbitrator including the cost associated with requesting a list of arbitrators, and the cost of a written transcript shall be divided equally between the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

Section 3.6. Employee Rights.

Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union; provided the Union is afforded the opportunity to be present at such conferences and any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Union. Nothing herein shall be construed to limit the Union's right to exercise its discretion to refuse to process employee's grievances which it believes not to be meritorious.

Section 3.7. Meeting Between the Parties.

On a quarterly basis the TCM Labor Committee may request a meeting with Police Administration to exchange views and discuss matters of mutual concern. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth herein. Meeting will be held at a mutually agreeable time and no overtime will be paid for such meeting.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

Neither the Union nor any officers, agents, or TCMs will instigate, promote, sponsor, engage in, or condone any 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 TCMs who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 4.2. No Lockout.

The City will not lock out any TCM during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 DRUG AND ALCOHOL TESTING

Section 5.1. Alcohol and/or Illegal Drug Policy.

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their TCMs to report for work fit and able for duty. TCM's are prohibited from:

- (a) consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the TCM's personal vehicle while working;
- (b) possessing, selling, purchasing, consuming or delivering any illegal drug at any time;
- (c) being under the influence of alcohol or having a concentration of alcohol greater than .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) consuming or possessing illegal drugs at any time, on or off duty.

Section 5.2. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that a TCM 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 TCM to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must

certify their reasonable suspicions concerning the affected TCM prior to any order to submit to the testing authorized herein.

Post Injury Testing – An employee will be required to be tested for alcohol and controlled substances as soon as practical following an on the job accident or injury that has a recommendation for medical attention by a third party or receipt of medical care at a healthcare facility.

Department Wide Testing – The City may at its discretion submit the entire bargaining unit to an annual drug test. Should the City exercise such “department wide testing” under this section, every TCM shall be required to submit to drug testing once per calendar year. A TCM may be excused by the Chief of Police from participating in the annual drug test administered to his or her work group, but said TCM shall be required to make up any missed test at the discretion of the Chief of Police. No TCM who tests negative shall, pursuant to this section, be tested more than once in a calendar year, or be subject to a subsequent annual test unless every other bargaining unit member who is available for duty has already been tested.

Section 5.3. Order to Submit to Testing.

At the time a TCM is ordered to submit to testing authorized by this Agreement, the City shall provide the TCM with a written notice of the order. Refusal to submit to such testing may subject the TCM to discipline up to and including termination. The TCM shall be permitted to consult with a union representative, if available, at the time the order is given. However, the consultation with the Union will not delay or impede the testing process.

If a TCM is required to submit to testing outside his regularly scheduled hours of work he shall be compensated.

Section 5.4. Voluntary Requests for Assistance.

The City shall take no adverse employment action against a TCM who, prior to any notification of drug or alcohol testing, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the TCM if he is then unfit for duty in his current assignment. If no assignment is available, the TCM would be required to use appropriate leave time.

Section 5.5. Discipline.

TCMs who 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 by reason of seeking such assistance. TCMs ordered to submit to drug or alcohol testing who test positive on both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including termination.

The foregoing shall not be construed as an obligation on the part of the City to retain a TCM on active status throughout the period of rehabilitation if it is appropriately determined that the TCM's current use of alcohol or drugs prevents such individual from performing the duties of a TCM or whose continuance on active status would constitute a direct threat to the property or safety of others. Such TCMs shall be afforded the opportunity to use accumulated paid leave. When a TCM voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed upon such TCM shall not be increased or imposed solely due to the TCM's submission to such treatment.

Section 5.6. Positive Results.

Concentration of a drug at or above the levels established by SAMHSA (Substance Abuse and Mental Health Services Administration) shall be considered a positive test result when using the initial immunoassay drug screening test. The parties recognize that such “cut off” levels change from time to time. It is in the interest of the parties to adapt and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA.

ARTICLE 6 EMPLOYEE RESPONSIBILITY

Section 6.1. Prescription Drug Usage.

TCMs who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the TCM's ability to perform his duties must report such usage to their supervisor. A TCM may be temporarily reassigned with pay to other more suitable duties. In no instance shall the employee be required to discontinue medication prescribed by his/her physician.

ARTICLE 7 DISCIPLINE

Section 7.1. Standards of Discipline.

(a) All disciplinary action against employees covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, discipline guidelines or State laws.

(b) 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 TCM'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 good cause for his no longer holding the position. No non-probationary employee shall be disciplined without just cause.

Section 7.2. Felony Indictment.

When a TCM is arrested for or charged with a criminal offense, the employee will be immediately placed on administrative leave with pay unless the TCM has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a TCM is formally charged with a felony and such charge results in anything other than a finding of guilty, the City shall make the TCM whole for any regular wages, accrued benefits and seniority forfeited between the time the TCM was placed on administrative leave without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance.

The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or continued after a plenary hearing at which the TCM had the opportunity to appear, the TCM will be carried on administrative leave without pay, (1) pending resolution of the criminal charge or (2) a determination by the City that, because of the

nature of the charges, the TCM may be returned to full or restricted duty during the pendency of the charges.

Time on such administrative leave without pay shall not be considered discipline, but the City shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

ARTICLE 8 HOURS OF WORK.

Section 8.1. Application of this Article.

This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 8.2. Regular Workday and Workweek.

The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period. TCM's will receive two (2) consecutive days off work. The regular workweek shall be forty (40) hours per week and such additional time that maybe required in the judgment of the City to serve the citizens of the City and shall commence with the TCM's first regular workday commencing on or after Sunday at 7:00 a.m. of each week. The City will make every effort to post work schedules by Thursday. TCMs transitioning shifts may not have two (2) consecutive days off work.

If mutually agreeable, the parties may meet during the term of the agreement to discuss alternate scheduling models (e.g. 12 hour shifts).

Section 8.3 Breaks.

TCMs will be eligible for a paid thirty (30) minute meal break during their regular eight (8) hour work day. TCM's working sixteen (16) consecutive hours will be eligible for a second thirty (30) minute meal break within the second eight (8) hour shift.

TCMs will be allowed to take a paid work break of fifteen (15) minutes for every four (4) consecutive hours worked. Breaks are not guaranteed, cannot be combined, nor can they be carried over from one day to the next. If a TCM is unable to take their breaks no additional compensation shall be paid.

Meal or work breaks may not be taken within the first or last ½ hour of each shift, nor can they be combined. TCMs shall be allowed to leave their work station during breaks so long as the TCM is available for emergency callback. With prior approval from Communications Management Staff, TCM's may leave the Police Department and City Hall Campus area for emergency or extenuating circumstances. **If four (4) or more TCM's are present on shift, one TCM on shift may leave the Police Department and City Hall Campus for their meal break. The TCM permitted to leave shall be determined by on duty union members.**

Section 8.4. Shift Assignment.

TCMs shall bid shifts by seniority as defined in Article 14 SENIORITY. Probationary TCM's are freely assignable during their probationary period. The seniority shift bid shall occur prior to assignment of probationary TCMs. The City may reserve a shift for probationary TCMs, but may not reserve specific scheduled days off. The shift schedules shall be determined by the City and posted prior to May 1st and November 1st each year. New shifts will be effective the first Sunday at 7:00 a.m. in January and July. TCM's will have **48 24**-hours to bid shifts before moving to the next senior TCM.

In the event of a vacancy in any shift during the scheduling period, TCMs may bid for the vacant shift slot, including the specific days off on the schedule, on the basis of seniority as defined in Article 14 Seniority. If the

resulting personnel move creates an additional vacancy, TCMs may bid for the second vacancy on the basis of seniority as defined in Article 14 Seniority. No further personnel moves shall be allowed following the second filled vacancy.

Section 8.5. No Pyramiding.

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

Section 8.6. Shift Trading.

Pursuant to Section 7(p)(3) of the Fair Labor Standards Act (FLSA), Telecommunicators covered by this Agreement will be allowed to trade in two (2) hours increments as long as there is no overtime liability to the City and there is a mutual consent between Telecommunicators. Telecommunicators desiring to make a trade shall submit a Shift Trade Notification Form to the Communication Center Manager at least twenty-four (24) hours in advance of the first date and time to be traded. The form must specify the dates to be traded and must either be signed by both telecommunicators or signed by one of the telecommunicators and confirmed by e-mail by the other with a copy of the e-mail confirmation attached to the Form when submitted. Once the completed Form has been received, the schedule will be considered changed and the employees will be considered responsible for the days they committed to work. For the purpose of calculating wages and overtime payments under this contract and under FLSA, both employees will be paid as if they worked their originally scheduled shifts. Because of the nature of the services provided by Telecommunicators, the City must ensure adequate coverage at all times. Therefore, any employee

who commits to a shift trade will be responsible for working the shift and may be disciplined for failing to work his or her half of the shift trade. Employees may not use any form of benefit time, other than sick leave, to cover a shift trade.

ARTICLE 9 WAGES

Section 9.1. Wages.

~~Telecommunicators whose start date is prior to the Collective Bargaining Agreement being approved will receive a 2.25% across the board increase on May 1, 2016 and a 1.75% across the board increase on May 1, 2017. Telecommunicators currently on payroll shall be paid in accordance with Appendix A.~~

~~Effective May 1, 2018, the rates of pay for all employees covered by this Agreement will be increased by 2% over the rates of pay in effect on May 1, 2017.~~

~~Effective May 1, 2019, the rates of pay for all employees covered by this Agreement will be increased by 2% over the rates of pay in effect on May 1, 2018.~~

~~TCM's on payroll at the execution of the agreement time of Council approval will receive a \$300 signing bonus and retroactive pay from May 1, 2018 through the date the May 1, 2018 wage tables are entered into payroll.~~

Section 9.2. Longevity.

Full-time employees, ~~hired prior to May 1, 2018~~, shall be entitled to longevity at the following rates:

<u>Years of Service</u>	<u>%</u>
5 Years	5%

10 Years	7%
15 Years	9%
20 Years	11%

Longevity increases will be calculated as an increase on the TCM's base wage, at the rate listed above, effective on the employee's full-time anniversary date. Seasonal employees **regardless of when they are hired** are not eligible for longevity pay. **Full-time employees hired on or after May 1, 2018 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

Section 9.3. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the **Finance Human Resources** Department.

Upon receiving 30 days' notice from the City, seasonal employees' pay shall be changed from a weekly to a bi-weekly pay period and all bargaining unit employees pay date will be changed to Friday.

ARTICLE 10 LEAVES

Section 10.1. Vacation Leave.

Vacation leave is accrued upon the occasion of a TCM's anniversary date according to the following schedule:

<u>Years of</u> <u>Continuous Service</u>	<u>Length of</u> <u>Vacation</u>
----------------------------------------------	-------------------------------------

DOH, but less than 8 years	80 hours
8 years, but less than 15 years	120 hours
15 years, but less than 20 years	160 hours
20 years or more	200 hours

~~Prior to or on~~ Vacation shall be bid in accordance with Section 8.4 Shift Assignment each May 1st and November 1st each year. TCMs may bid vacation by seniority. TCMs must bid at least one week and no more than two consecutive weeks for the following ~~six months year~~ in the first round of vacation bidding. A second round of vacation bidding will allow the TCMs to bid between (1) one and (10) consecutive work days. TCMs will have ~~48~~ 24 hours to bid vacation before moving to the next senior TCM. A vacation week will begin on the first day of the TCMs scheduled workday and shall continue for five (5) consecutive days.

All vacation hours for bid must be available to the employee at the time it is taken.

Fifty percent (50%) of accumulated unused, vacation from the current anniversary year may be carried over to the next anniversary year.

Section 10.2. Personal Convenience Leave.

Each TCM shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 – April 30). Personal Convenience Leave may not be accumulated from one fiscal year to another. All Personal Convenience Leave shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Personal Convenience Leave will not be paid out for probationary employees at separation of employment. ~~New employees hired prior to October 31st of the fiscal year will be granted 16 hours of Personal Convenience Leave.~~

Employees hired between November 1st and March 31st shall receive 8 hours of Personal Convenience Leave.

Section 10.3. Court Days.

All telecommunicators in a full-time status prior to December 1, 2010 are granted twenty-four (24) hours of paid “court days” per calendar year. These days are to be used for paid leave purposes only and are not subject to overtime or carryover. All Court Days shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Once a full-time telecommunicator who is eligible for Court Days transfers to any position and/or to a part-time or seasonal position they will no longer be eligible for Court Days, even if they would return to a full-time telecommunicator position in the future.

Section 10.4. Floating Time Off.

All full time telecommunicators covered by this Agreement shall be given forty-eight (48) hours of paid floating time off each fiscal year of this Agreement. In the event a telecommunicator does not use all their floating time off by the end of the fiscal year, they shall be paid their appropriate hourly rate of pay for all unused hours. This time will be paid in May for the previous fiscal year. All Floating Time Off shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Floating time will not be paid out to probationary employees at separation of employment. Floating time will not be prorated for new employees; such leave will accrue on May 1st of the employee’s first calendar year of service.

Section 10.5. Sick Leave.

Sick Leave Accrual. TCMs will accrue sick leave at a rate of eight (8) hours each month of completed service of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of 960 hours for those hired prior to May 1, 2016 and 720 hours for those hired on or after May 1, 2016 which will be paid at full pay during the time of illness.

Sick Leave Usage. Sick leave is intended for the TCM's illnesses or injuries. TCMs may also use sick leave for doctor visits and illnesses within the TCM's immediate family (defined as spouse, civil union partner, child, step child, dependent listed on taxes). Employees will also be eligible to use up to 24 hours of sick leave per fiscal year for the injury or illness of their parent. The employee will need to provide a doctor's note to Human Resources stating the employee's need to be off work to care for their parent. It is expected that a TCM utilizing sick leave will be at their residence during their hours of work unless they are seeking medical treatment or obtaining medication related to the illness.

TCMs calling in sick should contact the Shift Commander and Communication Center as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member.

Absence of Three Days or More. When an employee has used sick leave for themselves or a qualifying family member for a period of three (3) full consecutive scheduled workdays or longer, excluding regularly scheduled days off, it will be that employee's responsibility, prior to his first day returning to work, to provide a signed return to work release from a healthcare provider. Verification may be requested for other sick leave

absences as well, and may be required as a condition of continued employment.

Rapid Accrual. TCM's with at least 160 hours of sick leave uses 160 hours of sick time or more by reason of one serious health condition, defined as an illness, pregnancy, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, and depletes all but eighty (80) hours of sick leave by reason of such serious health condition, the telecommunicator upon return to full-time work shall accrue sick leave at the rate of twenty (20) hours per month, less any time used during accrual, until his 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, 2014 through their career with the City.

Sick Leave Abuse. Abuse of paid leave is prohibited. Employees who are suspected of abuse of sick leave may be required, as a condition of continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week
3. repeated use of sick leave benefits as they are earned,
4. use of more sick leave than accrued in any twelve (12) month period,
5. using sick leave and being seen engaged in activities which indicate ability to work

6. circumstances deemed inappropriate by the employee's supervisor

Concerns regarding sick leave abuse will be addressed with the TCM **Sick Maximum/RHS** TCMs hired before May 1, 2014 who reach the 960 hour maximum will be eligible for up to four (4) hours of the previous month's accrued but unused hours of sick time to be placed in the Retirement Health Savings account at the employee's month ending hourly rate.

Sick Leave Buy Back TCMs hired before December 9, 2013 who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with 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). shall be eligible for sick leave buyback.

The eligible conversion is up to a maximum of 960 hours of accumulated unused sick leave at the TCM's final hourly rate.

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

Section 10.6. Bereavement Leave.

The City may grant TCMs paid time off from work in the event of the death of someone close to them, including family members and longtime friends. The amount of time off will depend upon the circumstances and the personal needs of the TCM and is at the discretion of the department head.

If leave is required beyond the initial authorization by the department head, approval must be obtained for the additional leave. The TCM may be required to use available vacation or personal time.

Section 10.7. Jury Duty.

Upon submission of official notification from the Jury Commission, a TCM called to jury duty shall be released as provided in this Section. If the jury duty occurs during the TCM's shift, the TCM shall be released without loss of pay; if the jury duty occurs on the same day as a TCM's duty day, but not on his shift, the TCM shall be given release time with full pay in an amount equal to the length of jury duty but not to exceed eight (8) hours. A TCM released under this Section shall pay the City all amounts received for jury duty for the period of time the TCM is released.

Section 10.8. 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 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 Police Chief. If leave was for a medical condition a medical release must be provided to Human Resources.

If the leave is granted by the City Manager for the purpose of seeking employment elsewhere, the employee shall suffer the loss of his/her seniority for the period the leave is granted. However, if the leave is granted for a medical reason, the employee shall not lose his/her seniority for the period of leave.

Section 10.9. Negotiation Release Time.

Two (2) members of the Union's bargaining team will be released from duty and carried on paid time during bargaining sessions. Members so released shall be carried with pay for the length of the actual bargaining sessions, or the number of hours they are scheduled to work, whichever is less. No more than one member from any shift may be released. Members shall be carried time for time on their scheduled duty days. Participation in bargaining on non-duty days will not be compensated.

Section 10.10. Survivor's Benefit.

The City agrees that upon the death of a TCM, the TCM's estate shall receive full financial compensation for all unused and accrued leave time as agreed to in each section of this contract. The value of said time will be calculated at the deceased TCM's hourly rate of pay and multiplied by the amount of unused time as defined in this section.

Section 10.11. Scheduled Leave Days.

There shall be two (2) slots per day for the use of scheduled leave days. A slot is defined as any and all hours filled through the overtime

procedure defined in Article 12 Overtime Procedure. A TCM may use vacation, floating holidays, court days and personal convenience leave as scheduled leave. Scheduled sick leave or non-scheduled sick leave will not count toward the two (2) slots per day..

All other vacation days, court days, floating holidays and personal convenience leave shall be selected on a first come basis. All leave time scheduled in this manner must be requested at least three (3) days in advance of the desired day off. Scheduled leave days cannot be requested more than (6) six months in advance. All single vacation days, court days, floating holidays and personal convenience leave requests must be available to the employee at the time it is taken and shall be taken in a minimum of one (1) hour increments. Once a leave day is approved it will not be cancelled or revoked by the City. Scheduled leave days requested for the following calendar year will not be processed until after the vacation bid processed is completed.

Section 10.12. FMLA.

Qualifying FMLA events will run concurrent with leave time, as permitted by FMLA. Employees will be responsible for obtaining the necessary FMLA paperwork.

ARTICLE 11 BENEFITS

Section 11.1. Clothing Attire.

TCM's will dress in business casual manner, in accordance with the City Handbook, department rules and regulations and/or SOP as they may exist from time to time. TCM's may wear jeans ~~on City designated holidays,~~

~~third shift and all shifts on Friday, Saturday and Sunday~~ as long as they are deemed appropriate.

Section 11.2. Parking.

The City shall provide limited access to the parking garage for all bargaining unit employees. Access will be available on weekends, days upon which the City is closed for business and after 2:00 p.m. Monday through Friday as long as this lot is available for employee parking.

Section 11.3. Group Health Insurance.

The City shall allow all full time telecommunicators covered by this Agreement to enroll in one of the components of the City of Bloomington Employee Group Health Benefit Plans. Effective January 1, 2017 the employees will be eligible to elect from the Health Insurance PPO or a HMO plan.

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

- (a) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for single ~~and dependent coverage employee-plus-one and family coverage~~. Effective January 1, 2020, the City agrees to pay seventy-three percent (73%) of the full health insurance premium for single, ~~and dependent coverage~~. (Example of Family Coverage Formula: Full family coverage premium X ~~7375~~% equals the City share; full family coverage premium X ~~2725~~% equals the employee's 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 2018 contract ratification date will be grandfathered (see Appendix B).~~

~~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 will offer a group dental insurance plan to all full time employees. 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 care coverage.
- (c) The City will offer a group vision insurance plan to all full time employees. The City agrees to pay fifty percent of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.
- (d) In any year in which the total amount of medical 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 benefits available under the City of Bloomington health insurance plan or plans.
- (e) In any year in which the total amount of dental 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 benefits available under the City of Bloomington dental insurance plan.
- (f) In any year in which the total amount of 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 benefits available under the City of Bloomington vision insurance plan.

The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Group Health Care Plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.

Section 11.4. Tuition Reimbursement.

The City will reimburse a full-time telecommunicator for the cost of tuition, fees and any required books for a college course at an accredited college or university which constitute part of a degree program, under the following conditions:

1. The telecommunicator makes a request in writing to the Department Head and Human Resources prior to registration of his/her intent to claim tuition reimbursement for the course and the Department Head and Human Resources approves the request in writing.
2. The telecommunicator must have completed three (3) years of service to be eligible.
3. The course is required or part of a required sequence leading to a degree in an appropriate field of study, or certificate course 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 the specific related courses which are required for completion of the curriculum in the telecommunicator’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.

4. Reimbursement to employees will not exceed the per hour cost of undergraduate tuition and fees at Illinois State University and annually a Telecommunicator receiving this benefit 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.

At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the eligible Telecommunicator for tuition, fees and required books according to the following schedule and the limits detailed above:

100% for a grade of B or better
75% for a grade of C
(includes pass in a pass/fail option)
0% for a grade below C

Proof of course completion and grade attained must be presented before reimbursement will be made.

The amount reimbursed to the Telecommunicator will be less any amount received for scholarships, military, financial aid grants, etc. Telecommunicators are required to disclose this information at the time his/her bills and invoices are submitted. Monies received from what is commonly referred to as the "G.I. Bill" will not be considered when calculating the reimbursement.

Any Telecommunicator who leaves the department within one (1) year of receiving reimbursement will refund to the City the amount reimbursed for the previous twelve (12) months. A Telecommunicator receiving tuition reimbursement payments shall execute a promissory note to the City as evidence of an obligation to repay the funds received in the event that the employment requirement stated above is not fulfilled.

The total tuition reimbursement money applicable for all Telecommunicators shall not exceed \$30,000 in a fiscal year. In the event that requests for reimbursement exceed the total amount

allotted, then reimbursement shall be divided to each applicant on a pro rata share per each employee, per semester of study.

ARTICLE 12 - OVERTIME PROCEDURE

Section 12.1. Overtime.

- (a) The term “authorized overtime” shall be defined as any hours paid to a TCM in excess of eight (8) hours per day or forty (40) hours per week where the TCM is assigned or directed to perform such work by a supervisor.
- (b) All authorized overtime worked by a TCM shall be paid at one and one-half (1½) times his straight time hourly rate.
- (c) The maximum amount of hours a TCM may work is capped at 16 hours in a 24 hour period or 24 hours of overtime in a work week. Overtime caps may be waived for emergency responses by the Chief of Police.

Section 12.2. Scheduled Vacancies.

Used for staffing shortages and approved leave time:

- a) A list of available work hours will be compiled as of the 20th of the month.
- b) Between the 20th through the 22nd of the month, the list will be distributed to all full-time employees. Each full-time employee may select four (4) of overtime by seniority.
- c) After the 22nd of the month the remaining list will be made available to all seasonal employees. Each seasonal employee may select hours, subject to the guidelines in Article 19 - Seasonal Employees.
- d) Any hours that have not been filled as well as any hours that become available for work after the 25th of the month, will be posted in the Communications Center. Full-time and Seasonal TCMs may sign up for these work hours on a “first-come, first-serve” basis.

- e) Any hours from the posted list that have not been filled 72 hours (three days) prior to the start of the shift, will be filled utilizing the force-in, force-over method described in Section 12.6 Forced Overtime.

Section 12.3. Short-notice Overtime.

Used in the event of a call-off or other vacancy that creates a notice of less than three (3) days. The procedure is as follows:

- a) Inquire with on-duty TCMs to obtain a volunteer.
- b) If there are no on-duty volunteers, a group text/email will be sent to all TCMs.
- c) The voluntary opening will be filled on a “first-come, first-serve” basis.
- d) If there is no volunteer for the opening after the 15 minute time frame, the shift will be filled utilizing the method described in Section 12.6 Forced Overtime.

Section 12.4. Group Text/Email.

Used to inform TCMs of overtime availability as described in Section 12.3 Short-Notice Overtime:

- a) All Full-time and Seasonal TCMs will be included in the group text/email.
 - 1. TCMs are responsible for notifying the supervisor in writing of any changes to their contact information.
- b) The group text/email will include the hours available and request a call into the Communication Center within 15 minutes of the message being sent if someone wishes to volunteer.
- c) In the event of an emergency, or other exigent circumstances, the City retains the right to forego the group text/email procedure and contact all TCMs by any method.

Section 12.5. Voluntary Overtime.

Used in the event a TCM is unable to work a shift they volunteered for:

- a) It is the TCM's responsibility to find a qualified replacement.
- b) If a qualified replacement is located, both parties need to notify the supervisor of the change to the schedule prior to the hours in question.
- c) If the reason for unavailability is illness or emergency, this requirement will be waived.
- d) This section is not intended to be used to circumvent the normal monthly scheduling procedures.

Section 12.6. Forced Overtime.

Used for any opening that was not filled by a volunteer:

- a) Efforts will be made to limit forces into four (4) hour blocks.
- b) If there is no volunteer, a TCM working the preceding shift will be forced-over for the first four (4) hours, and a TCM assigned to the subsequent shift shall be forced-in for the last four (4) hours, subject to the following:
 - 1. TCMs working ten (10) or less consecutive hours, including trades.
 - 2. TCMs whose next scheduled shift begins eight (8) hours or less following the force-over, or whose scheduled shift ended eight (8) hours or less prior to the force-in.
 - 3. TCMs working more than ten (10) consecutive hours, including trades.
 - 4. TCMs who have scheduled benefit leave time of eight (8) consecutive hours for the shift preceding the force-in or following the force-over.
 - 5. TCMs working overtime or a shift trade on their regular day off.
- c) TCMs who qualify for more than one category shall be considered as the highest possible category they qualify for (1. being the lowest category.)

- d) If more than one TCM qualifies for the lowest category, the least senior TCM (on duty or due to report for duty) with the fewest "credits" shall be forced-over or forced-in to cover the opening.
- e) The parties agree that the exclusive remedy for a violation of this procedure shall be that the TCM required to be forced-over or forced-in shall receive one (1) additional "credit." The affected TCM must address the problem with management no later than five (5) business days after the violation. No other TCMs will receive credit caused by this discrepancy.

Section 12.7. Force Credits.

The following guidelines are to clarify how "credits" are accumulated:

- a) Full-time TCMs shall receive a "credit" for being forced.
- b) One (1) **fifteen (15) minutes** to four (4) hours worked as a force, equals one (1) credit.
- c) **Four hours and fifteen (15) minutes** ~~Five (5)~~ or more hours worked as a force, equals two (2) credits.
- d) The overtime "credit" list will be posted in the Communications Center.

ARTICLE 13 PAY & DAYS OFF IN LIEU OF HOLIDAYS

Section 13.1. Payment in Lieu of Holidays.

Effective May 1, 2011 All full time Telecommunicators covered by this Agreement shall be paid an amount equal to 90 hours at their regular rate as payment for eleven and one half (11 ½) holidays. This additional pay shall be prorated and shall be included in the basic biweekly salary set forth in the Appendixes to this Agreement.

ARTICLE 14 SENIORITY

Section 14.1. Definition.

For the purposes of this Agreement, the following definitions apply:

- a. "Seniority" means uninterrupted full time employment with the City beginning with the full-time date of hire with the City as a TCM and shall include periods of layoffs and periods of paid absence authorized by and consistent with this Agreement. Seniority shall determine preference for days off, shifts and selection of vacation dates.
- b. "Service Time" means total continuous full time employment with the City. Service time shall determine amount of leave benefits and wages.

Section 14.2. Loss of Seniority.

An employee shall lose his/her seniority and no longer be an employee if:

- a. He/she resigns or quits; or is no longer a full-time employee; or
- b. He/she is discharged (unless reversed through the Grievance or Arbitration Procedure); or
- c. He/she retires; or
- d. is absent for three (3) consecutive days without notifying the City; or
- e. is laid off from work one (1) year. Seniority shall accumulate during such absence; or
- f. is laid off and fails to report for work within three (3) day 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.

ARTICLE 15 LAYOFF AND RECALL

Section 15.1. Procedure for Layoff.

In the event of a reduction in TCM staff, employees shall be laid off in inverse order of seniority.

Section 15.2. Procedure for Recall.

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for one (1) year after an employee has been laid off.

ARTICLE 16 PROBATIONARY PERIOD

All full-time and seasonal TCM's shall be considered a probationary employee for his or her first twelve (12) months of continuous service. The City may extend an employee's probation up to three (3) months after providing notification to the TCM. Upon completion of probation seniority shall date back to his or her full-time date of hire in the bargaining unit. 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 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. Seasonal employees who become full-time employees will have a three (3) month probationary period at the start of their full-time date of hire.

ARTICLE 17 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

experience and, if necessary, the results of a written and/or oral examination.

Authorized vacancies shall be posted for five (5) business days. The job description for the position will be included in 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. All qualifications of candidates being equal, priority in selection will be based on the seniority principle.

ARTICLE 18 TRAINING

Section 18.1. Communication Training Officer.

TCM's assigned to train new staff shall be full-time TCM's with no less than one full year of service with the Bloomington Communications Center. In order to be a Communications Training Officer (CTO) a TCM must explain their desire to become a CTO in writing to the Communications Center Manager, funding must be available for a TCM to take the CTO course and they must successfully complete such course. Assignment will be made at the discretion of the Communication Center Manager. All TCM's assigned to train a new employee shall receive an hour of overtime per day for the training and completion of the required trainee documentation.

Section 18.2. Training.

If the employer requires a TCM to obtain or maintain a certification, accreditation or licensure such time off shall be granted with pay.

Section 18.3. Training Time.

1. Assigned by Supervisor:

- (a) If a TCM is assigned by a Communication Management Staff to attend training on his regular allowed leave day, based on the needs of the department, they will be paid overtime or assigned a different allowed leave day that workweek.
- (b) If training occurs on a TCM's regularly scheduled workday, the Communication Management Staff has the option of making the training assignment the TCM's regular work assignment for that day or to require the TCM to work his regularly assignment in addition to attending training.
If a TCM attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Article 12 Overtime Procedure

ARTICLE 19 SEASONAL EMPLOYEES

Section 19.1. Seasonal Employee Scheduling.

Seasonal TCM's are required to work a minimum of sixteen (16) hours per month in order to be eligible to work. The Communications Manager may waive this requirement and there is no guarantee of hours. Seasonal TCMs may not schedule hours in excess of 40 hours in a week. Seasonal TCMs may not work overtime unless authorized by the Communications Center Manager. Authorization may be granted to prevent full-time staff from being forced or in emergency situations.

Section 19.2. Seasonal Employee Conditions.

Seasonal TCM's are not eligible for any benefits (holiday pay, overtime after eight (8) hours in a day, insurance, leave time, etc.) contained in this agreement unless expressly noted in the section. Seasonal employees

hold no seniority and the number of seasonal TCM staff can be reduced at anytime. Seasonal employees shall pick their hours of work starting with the employee with the longest length of consecutive time in a seasonal capacity. Seasonal employees will not be terminated for disciplinary reasons without just cause. If a seasonal employee becomes a full-time TCM their leave benefits, longevity and other benefits will be based off of their full-time date of hire and does not include any previous full-time or seasonal service.

ARTICLE 20 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department 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 Police Department; 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.

ARTICLE 21 SAVINGS

If any provision in this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois Compiled Statutes, all other

provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 22 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, Section 15.1 Procedure for Layoff 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 23 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

ARTICLE 24 TERM OF AGREEMENT

This Agreement shall be effective upon the date of execution and shall remain in full force and effect until April 30, ~~2020~~2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that

such notice is given, negotiations shall not begin 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 the Agreement is provide 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.

DRAFT

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of ~~July, 2018~~ ~~January, 2016~~.

FOR THE CITY OF BLOOMINGTON:

FOR THE UNION:

APPENDIX "A" WAGE SCHEDULES

May 1, 2018					
Employees Hired Prior to December 27, 2016					
	Base	5 yrs	10 yrs	15 yrs	20 yrs
		5%	7%	9%	11%
TCM - SEASONAL WOLF, KELLEY	\$ 22.01				
TCM- BROWN, SCHUMM, SMITH, MACLEOD, SLAMA, PRESCOTT	\$ 22.01	\$ 23.11	\$ 23.55	\$ 23.99	\$ 24.43
TCM-PANKONEN	\$ 24.48	\$ 25.70	\$ 26.19	\$ 26.68	\$ 27.17
TCM-FILIPPINI	\$ 24.03	\$ 25.23	\$ 25.71	\$ 26.19	\$ 26.67
TCM-KOEHNE/MCCUAN	\$ 23.93	\$ 25.13	\$ 25.61	\$ 26.08	\$ 26.56
TCM-MYERS	\$ 23.33	\$ 24.50	\$ 24.96	\$ 25.43	\$ 25.90
Employees Hired After December 27, 2016					
	Base	5 yrs	10 yrs	15 yrs	20 yrs
		5%	7%	9%	11%
TCM - SEASONAL BASE	\$ 21.15				
TCM-BASE	\$ 21.15	\$ 22.21	\$ 22.63	\$ 23.05	\$ 23.48
May 1, 2019					
Employees Hired Prior to December 27, 2016					
	Base	5 yrs	10 yrs	15 yrs	20 yrs
		5%	7%	9%	11%
TCM - SEASONAL WOLF, KELLEY	\$ 22.45				
TCM- BROWN, SCHUMM, SMITH, MACLEOD, SLAMA, PRESCOTT	\$ 22.45	\$ 23.57	\$ 24.02	\$ 24.47	\$ 24.92
TCM-PANKONEN	\$ 24.97	\$ 26.22	\$ 26.72	\$ 27.22	\$ 27.72
TCM-FILIPPINI	\$ 24.51	\$ 25.74	\$ 26.23	\$ 26.72	\$ 27.21
TCM-KOEHNE/MCCUAN	\$ 24.41	\$ 25.63	\$ 26.12	\$ 26.61	\$ 27.09
TCM-MYERS	\$ 23.80	\$ 24.99	\$ 25.47	\$ 25.94	\$ 26.42
Employees Hired After December 27, 2016					
	Base	5 yrs	10 yrs	15 yrs	20 yrs
		5%	7%	9%	11%
TCM - SEASONAL BASE	\$ 21.57				
TCM-BASE	\$ 21.57	\$ 22.65	\$ 23.08	\$ 23.51	\$ 23.94

APPENDIX B EMPLOYEES GRANDFATHERED FOR INSURANCE

The following employees are grandfathered employees as identified in Section 11.3 Group Health Insurance:

Mike Filippini
Stephanie McCuan
Kelli Macleod

DRAFT



CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Ratification of Contract with IAFF, Local 49 Firefighters.

RECOMMENDATION/MOTION: The Contract be ratified, and the Bargaining Unit Team be authorized to execute the Contract.

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 March 13, 2018, Local 49 and City staff began negotiating the terms for a successor collective bargaining agreement to replace the agreement which expired on April 30, 2018. 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 all outstanding issues in Mediation on June 19, 2018. The following reflects the agreed upon changes to the Collective Bargaining Agreement:

Article 4 Equipment and Allowance – Employee’s ability to request two (2) pairs of shorts

Section 7.5 Maximum Consecutive Hours – Requirement for duty free break before accepting overtime assignments.

Section 9.1 Recall Pay – Inclusion of a Memorandum of Understanding for a SWAT Liaison acting as medical support for Tactical Law Enforcement Operations.

Section 28.1 Salaries. – General wage increases, with retroactive pay in the first year, as follows:

May 1, 2018 2.25%
May 1, 2019 2.5%
May 1, 2020 2.5%

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and IAFF, Local 49

FINANCIAL IMPACT: The financial impact of the tentative agreements includes:

- Increase in wage tables by 2.25% effective May 1, 2018 and 2.5% effective May 1, 2019 and May 1, 2020. Estimated cost of these wage increases during the term of the contract for full-time employees is \$2,018,929, including longevity costs.
 - FY 2019 additional costs are projected at \$288K. Of this, approximately \$97K related to longevity increases was captured in the FY2019 Adopted Budget located in account 100151210-61100. Stakeholders can locate this budget in the FY 2019 Proposed Budget Book titled “Budget Overview & General Fund” on page 215. The net unbudgeted is therefore approximately \$191K. Fire vacancies have resulted in full time compensation and benefits trends averaging approximately \$200K under budget for the last two years. It is therefore anticipated that vacancies will offset this increase.
 - FY 2020 additional costs of \$693K will be captured in the FY 2020 - 2024 budget.
 - FY 2021 additional costs of \$1,038K will be captured in the FY 2021 - 2025 budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Angie Brown, Asst. Human Resources Manager

Reviewed By: Nicole Albertson, Human Resources Director
Brian Mohr, Fire Chief

Finance & Budgetary Review By: Scott Rathbun, Interim Finance Director

Legal Review By: Lisa Callaway, Engler, Callaway, Baasten & Srage, LLC

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- IAFF, Local 49 Labor Contract May 1, 2018- April 30, 2021

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS

LOCAL 49, AFL-CIO

May 1, 20~~18~~¹⁵ - April 30, 20~~21~~¹⁸



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AGREEMENT

This Agreement made and entered into this 1st day of May, 2018~~15~~, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 49, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union").

It is the intent and purpose of the parties that this Agreement will promote and improve the welfare of the City of Bloomington and its employees and that it will provide for the harmonious relationship between the City and the employees covered by this Agreement and the Union.

ARTICLE 1 RECOGNITION

The City hereby recognizes the Union as the sole bargaining agency for the employees in the appropriate bargaining unit hereinafter set forth. The appropriate bargaining unit for the purposes of collective bargaining shall include all Fire Department employees hired in accordance with 65 ILCS 5/10-2.1 "Board of Fire and Police Commission" or the experienced firefighter hiring provision of Chapter 2 of the Bloomington City Code in the classification of Captain or below assigned to twenty-four (24) hour shifts or eight (8) hour days. The unit shall include but not be limited to Probationary Firefighters, Firefighters, Paramedics, Engineers, Captains, Fire Investigators and the Public Education Officer. Specifically excluded from the unit shall be all employees not hired in accordance with 65 ILCS 5/10-2.1 or the experienced firefighter hiring provision of Chapter 2 of the Bloomington City Code, any staff classification including but not limited to the Chief, Deputy Chiefs, Assistant/Battalion Chiefs and Training Officer.

ARTICLE 2 UNION SECURITY

Section 2.1. Check Off of Union Dues.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct bi-monthly from the pay of employees 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 in the first and second pay period of each month beginning with the first month immediately following the date of receipt of such authorization. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deduction of all employees shall be remitted with an itemized statement to the Treasurer within five (5) business days, after such deductions are made. Authorization shall be made in the following manner:

"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 Local 49, International Association of Firefighters.

I authorize and direct you to deduct said membership dues from my first and second paycheck each month after the date this assignment is delivered to you and to remit same to the Treasurer of Local 49.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time."

Date

Department

Name

Section 2.2. Fair Share of Collective Bargaining and Contract Administration.

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 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 bi-monthly by the City from the earnings of the non-member employees and shall be remitted to the Union within five (5) days of deduction. 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 and later become non-members of the Union shall also be subject to the terms of this provision.

Section 2.3. Fair Share of Living Expenses.

(a) Definition. "Living Expenses" as used in this Section shall include reasonable expenses for the following items available for

general on-site use by all shift personnel of the Department: television sets, radios, cable television service, subscriptions to newspapers and magazines of general circulation, microwave ovens, cooking ware and utensils, and recreational equipment. This list may be added to or shortened by mutual agreement in writing signed by the Chief and President of the Union.

(b) Calculation of Contributions. Contributions required of every member of the bargaining unit under this Section shall be calculated as follows: the Union shall at the end of every fiscal year of the City present to the Chief for approval a list of expenses incurred by the Union for living expenses during the immediate preceding fiscal year, together with such documentation as the Chief determines is appropriate. The Union shall divide such total by the number of persons in the bargaining unit; the quotient shall be the contribution required from each person in the bargaining unit for the current fiscal year. The payroll deduction amount for living expenses shall be forwarded to the Human Resources Department.

(c) Collection. The Union will notify each bargaining unit member of the amount of their proportionate share of living expenses for the prior year. The member, once so notified, may elect to pay said amount within thirty (30) days of the notice by the Union; in the absence of such payment by the members, the City will deduct 1/24 of the total amount from the first two paychecks of each month.

(d) Records and Transmittal. The City will maintain records of all payment made under this Section and transmit all sums

collected to the Union at regular intervals along with union dues collected pursuant to Section 2.1.

Section 2.4. 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 VACATION

Section 3.1. Eligibility For Vacation.

Employees covered by this Agreement shall be entitled to vacation as follows:

<u>Years of</u> <u>Continuous Service</u>	<u>A-B-C Shift</u> <u>Employee</u>	<u>40 Hr Wk</u> <u>Employee</u>
DOH but less than 2 yrs	3 duty days	1 week
2 yrs but less than 8 yrs	5 duty days	2 weeks
8 yrs but less than 15 yrs	7 duty days	3 weeks
15 yrs but less than 20 yrs	10 duty days	4 weeks
20 yrs or more	12 duty days	5 weeks

All said vacation periods shall be given in each calendar year with pay and may be split into periods of not less than one (1) duty day.

There shall be a total of three (3) slots available per shift within which vacation and personal days may be picked.

Additional slots shall be available at the beginning of each shift provided no overtime is created as a result of granting the additional time off.

Vacations shall be chosen by seniority beginning with the most senior employee. Employees may “bank” up to three (3) vacation days to be used at the employees' discretion subject to the availability of an open slot on the vacation day desired by the employee.

Section 3.2. Personal Days.

Shift employees shall be entitled to one (1) twenty-four (24) hour personal day each calendar year. Shift employees shall be permitted to take personal time in twelve (12) hour increments starting at 7:00 a.m. and 7:00 p.m. Forty (40) hour employees shall be entitled to two (2) eight (8) hour personal days each calendar year. Forty (40) hour employees shall be permitted to take vacation or personal time in increments not less than one (1) hour and subject to the needs of the Department. Any PC time remaining at the end of the calendar year shall be converted to sick leave. Probationary Employees hired prior to July 1 will receive twenty-four (24) hours of personal time. Probationary Employees hired on July 1 or thereafter shall receive twelve (12) hours of personal time.

Section 3.3. Conversion of Unused Vacation Days.

Employees who have banked vacation days remaining at the beginning of the subsequent vacation selection process, shall have the option of converting unused banked vacation days into sick leave. Such conversion will be effective on January 1. Until

December 31 said banked vacation days shall be available for use as vacation time.

Section 3.4. School Leave.

Bargaining unit members shall be entitled to 24 hours school leave each calendar year. Leave must be taken in two (2) hour increments if less than four (4) hours is requested. After four (4) hours, bargaining unit members may utilize school leave on a one (1) hour basis. No more than two (2) bargaining unit members shall be allowed off at a time. School leave is available for training and/or education directly related to the completion of a Fire Science or Fire Service Management degree, or training directly related to the services provided by the Department and the duties of the bargaining unit member. School leave is not intended to be utilized for union related activities, training, seminars, conferences or other functions. School leave time shall be limited to time required for travel to and from, and attendance at, covered training. Requests for school leave must be submitted to the Training Officer no less than 72 hours in advance of the training date. Approval of school time off shall be on a first come first serve basis. In the event multiple requests for school leave are received at the same time the request by the most senior employee will be approved.

ARTICLE 4 EQUIPMENT AND ALLOWANCE

The City of Bloomington will furnish to all employees covered by this Agreement all protective equipment and uniform components deemed necessary by the Chief for performance of their duties. The City will further replace for such employees, the aforesaid protective equipment and uniform components

necessary for the performance of their respective duties which are damaged, or rendered unfit for further use by ordinary wear and tear in the performance of their regular duties. The protective equipment, which shall be furnished by the City, are to remain the property of the City and not the individual employee. The replacement of all equipment and uniform components shall be at the discretion of the Chief and the furnishing of same shall be on a replacement basis. The City shall replace or repair uniform components that employees are required to use that have been rendered unserviceable. New hires shall be provided a complete compliment of uniform components in the quantities listed below. Unserviceable uniform components ~~will be returned to the City~~ **and** shall be replaced with a new item of clothing or repaired at the discretion of the City. Unserviceable shall include any change in an employee's position that requires a uniform change and shall also include when a uniform no longer fits.

The City shall pay the employees a \$150.00 shoe allowance in November each year. The City shall provide all the badges, insignias and embroidery that employees are required to have on their clothing. Uniform components will not be worn off duty except for travel to and from work and activities approved by the Chief. Uniform components identifiable as Fire Department specific shall be returned to the City at the time of separation of employment.

Uniform Component List

- | | |
|----------------------------------------------|-----------------------|
| 1 - LS Dress B Shirt | 1 - SS Dress B. Shirt |
| 4 - Polo Shirt (Long sleeve or short sleeve) | |
| 2 - Job Shirt | 5 -T-shirt |
| 4 - Trousers or Shorts | |

2-Shorts (if requested)

1 - Ball Cap

1 – Coat

2 – Belt

1 - Stocking Cap

ARTICLE 5 ABSENCE DUE TO INJURY AND ILLNESS

Section 5.1. Sick Leave.

Any employee absent from duty because of sickness of the employee or the employee's spouse and/or dependent, shall be entitled to sick leave as provided herein, provided that the employee would have otherwise been scheduled to work but for their sickness. In cases where there is a serious illness or injury of the employee's dependent, the employee shall be released from duty and such leave time shall be charged to his sick leave bank.

Sick Leave Base and Accrual. This benefit will accrue to new employees at a rate of twenty-four (24) hours for their first twelve (12) months of employment, after which it shall accrue at a rate of twelve (12) hours each month up to a maximum of eighteen hundred (1800) hours. Forty hour employees will accrue ten (10) hours per month up to a maximum of fourteen hundred forty hours (1440) hours.

Effective January 1, 2011 sick leave will accrue beyond the 1800/1440 hour maximum on a monthly basis as prescribed herein. All sick leave accrued in excess of the maximums defined herein will be paid into an employees Retirement Health Savings (RHS) account on a monthly basis in any month where the additional accrual will exceed the maximums defined herein. The rate of payment shall equal the employee's then current regular rate of pay. Such payments will be made on a monthly basis no later than the second full pay period of each month and shall

serve to reduce the employees total sick leave accrual down to the maximum accruals defined herein.

Accelerated Accrual. When an employee with at least 200 hours of accrued sick leave totally depletes his or her sick leave by reason of a single serious health condition, defined as an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, residential medical care facility or continuing treatment by a physician, the employee, upon return to full-duty shall accrue sick leave at the rate of twenty-four (24) hours per month until their sick leave returns to the level maintained before the serious health condition. For the purposes of the preceding sentence, an employee's sick leave shall be deemed to be "totally depleted" when they have depleted all but one hundred (100) hours of sick leave.

Conversion for 40 Hour Employees. Employees working a forty (40) hour week shall have their sick leave computed on the basis of such forty (40) hour week. Their accrual of sick leave shall be at a rate and amount equal to four-fifths ($4/5$) of the hours accrued by shift personnel. Conversion of sick time on the basis of a ration of four-fifths ($4/5$) or five-fourths ($5/4$) shall be made whenever an employee changes to or from a forty (40) hour week.

Verification of Illness and FMLA. An employee using 12 or more hours of sick leave on two (2) consecutive duty days or following two (2) unverified occurrences of the use of 12 hours or more of sick leave in a calendar year for the employee or their dependents illness or injury will be required to provide verification from the employee's health care provider that the employee was unable to perform their duties. The City will notify the employee of

the requirement to have a health care provider's note after they have had two (2) unverified occurrences of 12 hours or more. In cases where there is a serious illness or injury of the employee's dependent, the employee shall be released from duty and such leave time shall be charged to his sick leave bank. To the extent that such employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

Conversion of Sick Leave. – Employees who retire or leave the employment of the City under honorable circumstances, with twenty (20) or more years of service as a firefighter shall convert accrued sick leave to a Retirement Health Savings (RHS) account, to a maximum of one thousand eight hundred / one thousand four hundred forty (1,800/1,440) hours of accumulated unused sick leave at the final hourly rate. The rate of conversion will be one hundred percent (100%) of any hours of accumulated unused sick leave for employees hired prior to June 17, 2013. For employees hired on or after June 17, 2013, the rate of conversion upon retirement shall be as follows:

Retirement	
0-863 hours	= 0%
864-1,079 hours	= 20%
1,080-1,259 hours	= 30%
1,260-1,440 hours	= 40%
1,441–1,800 hours	= 50%

(Example: An employee retiring with 20 or more years of service and 1,800 hours will have all 1,800 hours converted at the

50% rate; an employee with 1,259 hours will have all 1,259 hours converted at the 30% rate; while an employee retiring with 863 hours will have zero conversion.

In exchange for this new formula applicable to newly hired employees, the City will agree to provide to all bargaining unit members employed in a bargaining unit position on June 17, 2013, a \$1,000 bonus payment. Such payment will be made in the second pay period following the issuance of the Arbitrator's Award granting the City's final proposal.

Section 5.2. Administrative Duty.

(a) At any time during a period of paid injury leave or sick leave, an employee may request to work administrative duty. At the discretion of the Chief if work is available the employee maybe assigned to administrative duty within the Department within the employee's restrictions and capabilities. The employee shall be required to perform such work during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The duration of administrative duty as the result of any one injury or illness shall not exceed 43 work days or portions thereof.

An employee during paid injury or sick leave may be required by the Chief to participate in assigned training activities within the employee's restrictions and capabilities and at such time and place as the training is provided or conducted.

(b) At any time during the period of restricted duty should the employee be fully recovered and capable of performing their regular duties, the period of restricted duty shall cease.

(c) Employees on forty (40) hour administrative duty who choose to utilize vacation benefits will have that benefit computed in accordance with the following example: A bargaining unit shift employee has used fifty percent (50%) of available vacation hours while on shift. If that employee is assigned to administrative duty, they will have available fifty percent (50%) of the vacation hours that are due a forty (40) hour per week employee of equal seniority. If the employee uses half of those available vacation hours while assigned administrative duty, when the employee is reassigned to shift work they will have twenty-five percent (25%) of the total vacation hours available as a shift employee.

(d) Employees on administrative duty who request vacation leave, will have that leave granted as requested, unless department needs dictate otherwise.

(e) Employees on forty (40) hour administrative duty will not be eligible for Kelly days.

(f) Administrative duty employees shall not be considered as filling positions under Article 9.

ARTICLE 6 INJURY IN LINE OF DUTY

Injury Leave Benefit. Each employee covered by this Agreement who is injured in the line of duty shall receive full payment of their salary as provided in 5 ILCS 345/1 as in effect May 1, 1989, regardless of any subsequent inapplicability to home rule units.

Employees entitled to receive such compensation shall continue to receive their regular paychecks at the regular pay period and dates, consistent with the Workers' Compensation Act

as limited by 5 ILCS 345/1 as in effect May 1, 1989, but the City shall not be required to pay benefits beyond the requirements of said laws. Employees shall appropriately endorse to the City any workers' compensation temporary total disability check covering the same pay period.

Any employee covered by this Agreement who elects to contest the amounts paid to them by the City, pursuant to this Article by using the grievance arbitration procedure set forth in Article 14 of this Agreement shall execute a waiver of other legal remedies which may be available to such employee under 5 ILCS 345/1. No arbitrator shall have jurisdiction to decide a grievance filed by an employee who alleges a violation of this Section unless such waiver of other legal remedies has been so executed by the grievant.

ARTICLE 7 HOURS OF WORK

Section 7.1. Hours of Work.

The normal shift schedule for firefighters whose principle assignment is fire suppression shall be twenty-four (24) consecutive hours of duty beginning at 7:00 a.m. followed by forty-eight (48) consecutive hours off duty. The hours thus generated shall be reduced by scheduling a "Kelly Day" off duty every fourteenth (14th) duty day to produce an average work week of 52.17 hours per week. Kelly Days shall be selected by seniority in conjunction with the annual vacation selection process.

Battalion Chiefs' Kelly Days will be treated by the parties as using one (1) of the slots available under Section 3.1. Battalion

Chiefs using vacation days are not treated by the parties as using one (1) of the slots available under Section 3.1.

The normal work week for employees whose principal assignment is fire prevention duties shall be eight (8) hours per day beginning at 8:00 a.m. Monday through Friday to produce a work week of forty (40) hours. Forty (40) hour employees shall receive the same days as holidays as are granted to classified employees working in the Fire Department. The annual pay of forty (40) hour employees will not be reduced by reason of the fact that they do not work on such holidays.

Section 7.2. FLSA Work Cycle.

The City shall establish an individual FLSA work cycle for each employee covered by this Agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the 21st day of the cycle. Each employee's work cycle shall be established so that the employee's Kelly Day (14th shift) falls on the shift starting at 7:00 a.m. on the 21st day of their work cycle and ends at 7:00 a.m. on the first day of the succeeding work cycle.

Section 7.3. Trades.

Time trades are voluntary arrangements between employees covered by this Agreement. Employees shall be permitted to trade time subject to the following:

The employee shall notify the department in a manner prescribed by the Department at least 48 hours in advance of the time trade. In the event it is impossible for the employee to provide notice at least 48 hours in advance, the Shift Commander

may approve time trades with less than the required notice provided that employees shall complete the prescribed notification process prior to the time trade occurring. Documentation for stand by and/or time trades made on an employee's duty day shall be reasonably accommodated by the Shift Commander.

Time trades between members on the same shift shall be allowed irrespective of rank or assignment. All time trades by employees assigned to the same shift shall be for 24 hours.

Time trades between members from different shifts shall normally be between employees of the same rank and similar assignment unless otherwise approved by the Shift Commander of the employee normally assigned to the shift. Employees on duty as the result of a time trade are expected to perform the duties of the employee normally on duty. In the event an employee on duty as the result of a trade time is unable to perform the duties of the employee normally on duty, the Department may reassign the individual on duty to a different job assignment.

Employees on duty as the result of a trade time shall be eligible to utilize accrued leave benefits in the same manner employees normally on duty.

Employees trading time for less than 24 hours, who are on duty, shall remain on duty until relieved by the employee they are trading time with unless otherwise authorized by the Shift Commander.

Employees may not be absent from their regular shift assignment for more than 480 hours per calendar year as a result of time trades unless approved by the Chief or his designee.

Section 7.4. Shift Transfers.

Employees may be transferred from one shift to another for operational needs as determined by the Chief. The Department shall first seek volunteers who meet the criteria established by the Chief to fill the transfer in order of Department seniority. If there are no volunteers the Department may order the transfer of the least senior employee who meets the criteria established by the Chief on the shift from which the transfer is coming. Seniority for Firefighters and Engineers will be determined by time on Department. Seniority for Captains will be determined by time in grade. Request for volunteers to transfer shall be posted for seven (7) calendar days.

Section 7.5. Maximum Consecutive Hours.

Bargaining unit members may not accept overtime assignments that would result in the employee working in excess of two (2) consecutive duty shifts. Bargaining unit members may not work as the result of trade time if doing so would result in the employee working in excess of two (2) consecutive duty shifts. Following the completion of the two (2) complete shifts, bargaining unit employees shall not be eligible to work in a fire suppression or EMS assignment until the employee has been off duty for at least twelve (12) hours. Under the application of this Article, a bargaining unit employee will be considered to have worked a 24 hour shift if the employee works in excess of twelve (12) hours during any duty shift. **Employees must have a seven**

(7) hour duty free break before they accept an overtime shift that would require an employee to work 48 consecutive hours.

ARTICLE 8 OTHER LEAVE

Section 8.1. Bereavement.

In all cases where the parent (which shall include legal guardian), mother-in-law, father-in-law, brother-in-law, sister-in-law, wife, brother, sister, children, grandchildren or grandparents (including great grandparents) on both sides of an employee covered by this Agreement dies, said employee shall be allowed to be absent from their duties with pay from the time of the death until the first normal tour of duty following the funeral, but in no event to exceed two (2) duty days. For purposes of this article all "step" relationships created by marriage such as step-brother, step-sister, step-parents, etc. shall be considered the same as natural relationships. This leave may be extended by the Chief on a day to day basis.

In the case of the death of an extended family member or close personal friend not covered in the preceding provision, employees shall be granted four (4) hours paid Funeral Leave to attend the funeral, visitation or memorial service. Additional time off may be granted by the Chief or his designee in the event the funeral, visitation or memorial service is out of town. Total Funeral Leave shall not exceed eight (8) hours in a calendar year.

Section 8.2. Emergency Leave.

In all cases, where there is an emergency situation, for which there is no other benefited leave time available, said employee shall be granted enough time off duty, at the discretion

of the Shift Commander, up to a maximum of four (4) hours per incident, so they can alleviate the emergency situation.

ARTICLE 9 RECALL PAY AND CALL-IN PROCEDURE

Section 9.1. Recall Pay.

An employee covered by this Agreement called back to work after having gone home will receive one and one-half (1½) times their regular straight time hourly rate of pay for each hour worked which does not overlap with their normal duty hours, provided that the employee will receive a minimum of four (4) hours pay at one and one-half (1½) times their regular straight time hourly rate of pay on each such occasion. Call-in pay provided for in this Article shall be computed as provided for in Article 10 of this Agreement.

In the event an approved employee is called back to perform operations solely related to functioning in a SWAT ~~Liason~~Liaison role, that employee shall be entitled to receive a minimum of two (2) hours pay at one and a half (1 1/2) -times the employee's regular straight time hourly rate of pay on each such occasion. Call-in pay provided for in this Article shall continue to be computed as provided in Article 10 of this Agreement

Nothing in this Agreement will obligate the City to call back additional personnel to function in the roll of Medical Support for Tactical Law Enforcement Operations.

Section 9.2. Recall Procedure. (Also see Appendix A, Memorandum of Understanding)

In an effort to provide uniformity in the calling in of off-duty personnel when a shift is below minimum staffing levels and/or to

staff MABAS deployment when the employer has in excess of (8) hours notice, the following procedure is to be the Standard Operating Procedure for the Bloomington Fire Department.

In the event no employee accepts the overtime assignment for MABAS deployment the Department reserves the right to deploy on duty personnel.

To maintain established minimum staffing levels, the City shall have the right to require employees to remain on duty past the completion of their duty shift until that employee is relieved by his/her replacement. In addition, the City has the right to require off duty employees to report for overtime assignment in the event the City is unable to meet established minimum staffing levels through the established recall process.

The Shift Commander is authorized to call in off-duty personnel when the staffing level falls below the safe level of operation, which has been determined to be three (3) firefighting personnel for each front-line, in-service fire apparatus, one (1) ARFF Engineer, two (2) EMS personnel for each front-line, in service dedicated ambulance, one person for each EMS alternative response vehicle plus the Shift Commander.

When operating at the minimum shift level, there shall be one (1) officer/acting officer, one (1) engineer, and one (1) firefighter assigned to each front-line, in-service fire apparatus, one (1) ARFF Engineer assigned to the aircraft crash rescue vehicle, two (2) EMS personnel for each front-line, in service dedicated ambulance and one (1) Battalion Chief on duty.

The call-ins shall be made from either the "Long" call-in list which shall be used for call-ins of more than twelve (12) hours or the "Short" call-in list which shall be used for call-ins of twelve (12) hours or less.

When the shift staffing level falls below the safe level of shift staffing the Shift Commander shall call in the necessary off-duty personnel according to the following procedures:

Personnel who are not to be called include, but are not limited to, the following:

- (a) Any member who is attending an assigned fire course at school.
- (b) Any member who is scheduled to work due to a shift exchange.

The Shift Commander (either the Battalion Chief going off duty or the Battalion Chief coming on duty) shall call in the needed personnel. If there is a vacancy for a Shift Commander on the shift coming on duty, it shall be the off going Shift Commander's responsibility to implement these procedures. The procedures are as follows:

- (a) When called due to staffing shortages Captains may work in the place of an absent Battalion Chief or Captain, Firefighters and Engineers may work in the place of an absent Captain, Engineer, or Firefighter.
- (b) If there are less than the required number of officers necessary to meet the minimum staffing

levels stated above (one officer for each station plus the Battalion Chief) then the first eligible officer on the call-in list shall be called in.

- (c) Once the requirement for officers has been met additional employees shall be called in to meet the remaining minimum staffing requirement.

Personnel called in who are subsequently required to act in a higher job classification shall be paid at the overtime rate assigned to their acting classification inclusive of their corresponding longevity.

The Fire Department shall maintain an overtime eligibility list which will be accessible by all department members. An employee shall be called in rotation to fill vacancies so each member will get their rightful turn. An employee shall maintain their overtime eligibility position until the employee accepts an overtime assignment. Following the acceptance of an overtime assignment, or upon request of the employee they shall be moved to the back of the overtime eligibility list. If the Shift Commander cannot make the calls personally, they shall assign the call-in responsibilities to a staff officer or the Headquarters Station Commander.

Telephone Contact: Personnel shall be called at the telephone number listed on the Fire Department roster as their home phone number. Allow the phone to ring at least seven (7) times.

Personal Contact: Personnel may also be contacted in person or by phone at the Fire Stations. Every reasonable effort shall be

exercised when making contact by phone, allowing the telephone to ring seven (7) times.

Contact shall be made with the member being called and a "YES" or "NO" answer obtained from the member being called. In the event that the member cannot be personally contacted by phone, whomever answers the telephone shall be informed of the nature of the call.

Section 9.3. Remedy for Improper Distribution of Overtime.

In the event that employee(s) with priority for an overtime assignment is passed over, the remedy for such loss shall be as follows:

- (a) The employee(s) entitled to the remedy shall be the employee(s) at the top of the list who would have received the overtime assignment (i.e. if there is one overtime opportunity, the top employee on the list is entitled to the remedy; if two overtime opportunities are involved, the remedy goes to the top two employees, etc.).
- (b) The employer shall assign the passed over employee(s) an appropriate number of hours at the next available overtime opportunity provided, if such overtime assignment does not become available within sixty (60) days from the date of the violation, the employer shall pay the employee(s) for the lost overtime assignment at the employee's overtime rate.
- (c) After the passed over employee has received either of the remedies described in paragraph (2), they shall be

placed in the position on the overtime list that restores them to their original priority, had they not been passed over. Further, the position of the employee assigned overtime out of priority shall also be adjusted to correspond to their original priority had they not been assigned overtime out of proper priority (i.e. below the employees who were originally listed above them).

ARTICLE 10 OVERTIME PAY

Section 10.1. Coverage.

Any time an employee covered by this Agreement is required to work longer than their assigned tour of duty, they will receive one and one-half (1½) times their regular straight time hourly rate of pay on each such occasion for hours worked in excess of their normal tour of duty.

Straight Time Hourly Rate. The straight hourly rate for employees shall be calculated by dividing their annual salary by their regularly scheduled annual hours of work. For employees whose principal assignment is fire suppression or Emergency Medical Service (EMS), the annual hours of work is two thousand seven hundred thirteen (2713). For employees whose principal assignment is fire prevention, the annual hours of work is two thousand eighty (2080).

Section 10.2. Conditions for Overtime Assignments.

The following rules shall govern overtime assignments:

- (a) An employee is not to be denied overtime pay because they are in the station (as opposed to being out on assignment);

- (b) A minimum of one-half ($\frac{1}{2}$) hour overtime shall be paid to any employee spending over fifteen (15) minutes beyond the end of their regular tour of duty;
- (c) For all time worked thereafter, an employee's overtime shall be calculated to the nearest tenth of an hour;
- (d) Employee's overtime shall begin when the employee reports to the station where they are normally assigned.

ARTICLE 11 ACTING PAY

When an employee covered by this Agreement is required to work in excess of four (4) hours in a higher paying job classification, they will receive the appropriate higher rate of pay; acting pay will be calculated to the nearest tenth of an hour. The employee will continue to receive the appropriate higher rate of pay for as long as they are continually in the higher paying job classification. Employees acting while on overtime assignment shall be compensated at the overtime rate assigned to the position the employee is working in.

The following guidelines for distribution of acting time are intended to provide a uniform method for determining acting assignments. These are intended to be used as guidelines only. The Shift Commander is not restricted from varying from these guidelines when necessary to meet the operational needs of the Department.

- 1) Acting Engineer position shall be filled by moving up the back-up driver assigned to that station to the driving position. If the back-up driver is unavailable because of absence or assignment to another acting position, a Fire Fighter

assigned to that station will be moved up with preference given on the basis of seniority.

- 2) Acting Captain positions shall be filled by moving up an employee normally assigned to that shift who is on the Acting Captain eligibility list and has a minimum of six (6) years of fire suppression service with the Bloomington Fire Department. Preference shall be given to the on shift employee who appears highest on the Acting Captains eligibility list. In the event there are no employees who appear on the Acting Captain eligibility list, the senior on shift employee at the station where the vacancy exists shall be moved up.

The Acting Captains list shall be established at the completion of the Captains promotional process. The Acting Captains list will include all individuals that participated in the entire Captain's promotional process. The list will mirror the Captains Eligibility list for promotion, but will also include individuals that were eliminated from further consideration because they did not achieve the minimum 70% of the final composite score necessary to be eligible for promotion.

This Acting Captains list will be maintained for the same period of time as the final Captain Eligibility List. Military points may not be used for those individuals who do not appear on the final Captain's Eligibility list. The Acting Captain's list is for distribution of acting time only and not for promotional purposes. The intent is to give those individuals that are participating in the promotional process additional experience.

- 3) Employees shall not be moved from their assigned station to act up unless it is necessary to meet operational needs of the department.

Employees are allowed to sign a declination to act form, which states their intention to not act in a capacity outside of their regular assignment. This form lasts until rescinded by the request of the decliner, with a minimum of six (6) months after the original signature. By refusing to act on the individual's regular duty shift, it will also be interpreted as refusing to act on any shift, which will include call back time or time while on a trade of duty shift with another. However, employees who are on an eligibility list may not decline to act.

If an employee is not permitted to work in a higher paying job classification for the reason that, in the City's opinion, the employee does not have the necessary qualifications to work in such higher classification, the employee will be informed in writing of the reasons why, in the City's opinion, they are not qualified to so act, together with recommendations by the City of remedial actions which must be taken by the employee before the City will permit the employee to act in a higher paying job classification.

A Captain acting as a Battalion Chief shall receive one (1) hour's overtime pay with respect to each such occasion, in lieu of Acting Pay. For purposes of this Article, the word "occasion" is construed to mean a twenty-four (24) hour period. If a person acts in the acting position for less than a twenty-four (24) hour period, or shift, then that person would receive an appropriate portion of the one hour's pay. Example: A person acts as Battalion Chief for

twelve (12) hours, then they would receive one-half (½) hour overtime pay.

ARTICLE 12 DUTIES, SECURITY AND WORK RULES

Section 12.1. Normal Duties.

No employees covered by this Agreement shall be required to perform any duties except those directly associated with:

- (a) firefighting, fire prevention, maintenance of firefighting equipment excluding maintenance of such portions of vehicles as are common to all motor vehicles, and such other duties as are necessary in the operation of the Fire Department;
- (b) emergency medical services in connection with the operation of the City Ambulance.

No employee shall be used for the purpose of fighting fires unless such person has been certified as a Firefighter II or Basic Operations Firefighter by the Illinois Office of the State Fire Marshal (OSFM), except in the event of an emergency requiring the use of more personnel than available by using only such certified employees.

Section 12.2. Workday.

Unless necessary for the operational and/or training needs of the department, the City shall not schedule in excess of 10 hours of duties and/or training per 24 hour shift. In addition, the City shall not schedule duties and/or training before 07:00 or after 19:00, or between the hours of 12:00 and 13:30 unless necessary for the operational and/or training needs of the department. During periods of scheduled activities and/or when performing

activities directed by a supervisor, bargaining unit members shall direct their full attention to those activities.

During periods when bargaining unit members are not performing activities directed by a supervisor, and there are no scheduled duties or activities, bargaining unit members may engage in personal activities which are not in violation of any existing policy, rule or regulation in effect on January 10, 2007. Examples of personal activities shall include but not be limited to: watching television, using cell phones, personal projects (but not outside employment except for miscellaneous calls), reading, studying, sleeping, showering, etc. The City shall not enact or modify any policy, rule, or regulation which limits bargaining unit members' ability to engage in personal activities if such change would violate the bargaining unit's rights to decisional bargaining and/or impact bargaining under the Illinois Labor Relations Act. Any dispute as to whether such change would violate the bargaining unit's rights to decisional bargaining and/or impact bargaining shall be settled through the Grievance Procedure as outlined in Article 14.

Section 12.3. Outside Employment.

Employees shall not use their position with the Department to solicit, secure or seek special consideration for outside employment.

Section 12.4. Televisions.

Television usage shall be excluded from dedicated training rooms.

Section 12.5. Parking of Personal Vehicles.

Employees will be provided space to park a personal vehicle while on duty. This vehicle must fit in a designated parking space. Employees will be permitted to clean and perform minor maintenance on personal vehicles inside the fire station. Any personal vehicle brought inside a fire station must remain in operable condition with the ignition keys readily accessible so that it may be immediately removed under its own power. If an employee brings a vehicle with a trailer to work, the trailer must fit in a designated parking space.

Section 12.6. Department Consumables.

Employees shall not utilize any consumable product or materials for personal use which is owned or purchased by the City.

Section 12.7. Personal Cell Phones.

Employees shall not use cell phones while on duty in a manner that interferes with the operation of the Department.

Section 12.8. Computer and Internet Use.

Computers and the internet shall not be used during scheduled or unscheduled department activities for other than City business. Employees shall comply with all rules and/or regulations enacted by the City on computer and/or internet use.

ARTICLE 13 LONGEVITY PAY

The salary schedule attached as Appendix C - E incorporates the following longevity pay schedule:

After 5 years 5% additional

10 years	7% additional
15 years	9% additional
20 years	14% additional

ARTICLE 14 GRIEVANCE PROCEDURE

Section 14.1. Definition and Procedure.

A grievance is a dispute or difference of opinion involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any firefighter who has a grievance shall submit it to the Chief, provided that said grievance shall be in writing and signed by the aggrieved firefighter and the appropriate Union Steward. The Chief shall give their written answer within five (5) business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 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 Chief's answer in Step 1. A meeting between the Human Resources Director, or their representative, and the Union Steward shall be held within five (5) business days. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Human Resources Director, or their representative, and the Union. If no settlement is reached the Human

Resources Director, or their representative, shall give the City's written answer to the Union within five (5) business days following the meeting.

Section 14.2. 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) business days, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Wisconsin or Indiana. Both the City and the Union shall have the right to reject one (1) list before striking any names. The Union and the City shall alternately strike names, the party losing a coin toss striking the first name, the other party striking a name, until one (1) name remains, and that person shall be the arbitrator. The arbitrator shall be notified of their selection by a joint letter from the City and the Union requesting that they set a time and a place, subject to the availability of the City and Union representatives.

Section 14.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to them 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 them. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way superseding State or Federal laws. The arbitrator shall submit in writing their decision within sixty (60) days following close of the hearing, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding.

Section 14.4. Expenses of Arbitration.

Each party shall pay expenses, fees and compensation of its own representatives and witnesses. The fee and expenses of the arbitration shall be borne equally by the City and the Union. The entire cost of a written transcript of the arbitration proceedings shall be paid by the party requesting it; such party shall provide the other party with a copy of the transcript at no charge.

Section 14.5. 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 limits, 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, exclusive of Saturday, Sunday, and Holidays.

Section 14.6. Code of Conduct and Disciplinary Actions.

The written Code of Conduct, adopted September 1, 2004 will be observed by the employees covered by this Agreement. If said Code of Conduct is changed, modified, or revised, the City will give the Union and the employees covered by this Agreement notification in advance of the effective date of any such proposed modifications. All disciplinary actions, to include suspensions and dismissal, may be grieved in accordance with the grievance and arbitration provisions of this Agreement. Grievances involving disciplinary suspensions may be filed at Step 1.

Further, it is agreed that the grievance provisions of Article 14 and the Board of Fire and Police Commissioners appeals procedure are mutually exclusive and that no relief shall be available under Article 14 with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners; and no relief shall be available under the Board of Fire and Police Commissioners appeals process to any matter which, at the employee's option, is appealed to the grievance arbitration procedures of Article 14 of this Agreement. Disciplinary actions involving the interpretation or application of the written Code of Conduct are subject to the grievance and arbitration procedure set forth in this Agreement.

Differences of opinion concerning the interpretation or application of the Code of Conduct or City of Bloomington Employee Handbook which directly affect the working conditions of employees covered by this Agreement may be processed as grievances under the grievance procedure set forth herein.

Section 14.7. Meetings Between the Parties.

At least once each three (3) months the Union President, and up to two (2) bargaining unit designees of the Union's choice and the Chief, with or without the City Manager, shall meet at a mutually agreeable time and place to exchange views and discuss matters of mutual concern, including but not limited to safety issues. Prior to any permanent departmental change, the Union shall be notified in writing and a meeting of the parties can be arranged to discuss the change prior to implementation. This Section shall not be applicable to any matter that is the subject of the grievance that is being processed pursuant to the grievance procedure set forth herein.

ARTICLE 15 NO STRIKE AND NO LOCKOUT

Section 15.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any 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 15.2. No Lockout.

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

ARTICLE 16 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Fire Department 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 Fire Department; to determine the methods, means, organization, 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, provided that the exercise of discipline to enforce such rules and regulations shall be for just cause; 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.

ARTICLE 17 GROUP INSURANCE

The City of Bloomington provides more than one health plan for its members of Local 49. Since more than one plan is offered, the City will provide an annual period during which employees may choose to switch between health plans.

Employees covered under this Agreement may, select coverage under the Enhanced PPO Plan or the Health Maintenance Organization (HMO) Plan.

- a) The City agrees to pay for all full-time employees 75% of the premium for single, employee-plus one and family coverage. (Example of Family Coverage Formula: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)
- b) The City will offer a group dental insurance plan to Local 49. 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.
- c) The City will offer a group vision insurance plan to its members of Local 49. The City agrees to pay fifty percent of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.
- d) There will be no changes to insurance plan design for the 2019 plan year. Effective for the insurance years beginning January 1, 2020 either party may implement this Section of the contract. The Union and the City will meet on the request of the other to bargain over proposed changes to health insurance coverage and benefits to be effective at the beginning of a new plan year and be in effect for the remainder of the contract. If both sides cannot come to a mutual agreement to coverage and benefits within 60 days of their first meeting than either side has the right to utilize interest arbitration under Section 14 of the IPLRA. The Union and the City will meet on the request of the other to bargain over proposed changes to health insurance coverage and benefits to be effective at the beginning of a new plan year

and be in effect for the remainder of the contract. If both sides cannot come to a mutual agreement to coverage and benefits within 60 days of their first meeting than either side has the right to utilize interest arbitration under Section 14 of the IPLRA.

ARTICLE 18 UNION BUSINESS

Union officers and stewards may conduct Union business involving the processing of grievances, contract administration and related activities on duty without loss of pay in accordance with current practice, provided such activities are carried out in a manner that does not interfere with the performance of assigned duties. Meetings of the general membership of the Union shall not be scheduled before 6:00 p.m. or without prior notice to the Chief or their designee. Meetings of officers, stewards and committees may be scheduled at any time provided that such activities are carried out in a manner that does not interfere with the performance of assigned duties.

The Union shall be provided with one hundred and twenty (120) hours of paid Union leave per calendar year to be used by their Officers and Stewards. Such time shall be used for the attendance of labor related training, seminars and conventions selected by the Union. The Union shall give as much advance notice as is practicable that such employees will be utilizing such paid leave. The Union may carry over up to 120 hours of paid union leave into the following calendar year which would result in a bank not to exceed 240 hours.

ARTICLE 19 MILITARY LEAVE

The City shall allow time off duty for the purpose of attending mandatory training as a part of armed forces reserve activities. For compensation purposes, the City shall:

- (a) fully compensate for time away from duty the maximum seven (7) twenty-four (24) hour shifts or fourteen (14) twelve (12) hour slots, or any combination of twelve (12) and twenty-four (24) hour slots up to a maximum of one hundred sixty-eight (168) hours off duty annually;
- (b) fully compensate for time away from duty to a maximum of fifteen (15) eight (8) hour days annually for those assigned to a forty (40) hour week;
- (c) fully compensate a member of the armed forces reserve for up to one calendar year if called back to active duty.

The calculations for off duty time shall run on a calendar year basis.

ARTICLE 20 PERSONNEL RECORDS

Section 20.1. Inspection.

Personnel files may be inspected by the employee during normal business hours up to two (2) times per calendar year. Employees who wish to review their file must complete the appropriate form and schedule an appointment with Human Resources. Files will be made available within seven (7) business days of the request. Files which may be inspected include any personnel records maintained by the City of Bloomington. Copies

of contents may be requested by employees and the first 10 pages per inspection shall be furnished at no cost to the employee. Additional copies will be provided at the rate established by the City Clerk for public records. The City may establish reasonable rules to ensure materials are not removed or altered.

Section 20.2. Removal of Adverse Material.

After two (2) 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 Chief by the individual employee, remove all such documents from the employee's file (both the official file which is kept by Human Resources as well as the unofficial file kept by the Fire Department) and will place those documents 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 against allegations of discrimination and/or deprivations of civil rights. Such files shall be maintained by and access limited to Legal Department staff.

ARTICLE 21 RESIDENCE REQUIREMENTS

Employees covered by this Agreement must reside within a twenty five (25) mile radius of the intersection of North Main and Locust Streets. New employees must establish residency within eighteen (18) months of initial appointment to the Department. No extensions will be granted.

ARTICLE 22 REQUIRED MEDICAL EXAMS

Section 22.1. Physical & Mental Fitness.

It shall be the responsibility of each employee to maintain the standards of physical and mental fitness required for performing his/her job. Whenever the Fire Chief has just cause to suspect that the physical or mental condition of an employee is endangering his/her own health or the safety of fellow workers, the employee may be directed to submit to an examination by a physician without expense to the employee which shall only be for the purpose of determining his/her fitness for duty relative to City employment.

Section 22.2. Psychological, Psychiatric, &, Physiological Evaluation.

No employee shall be required to undergo psychological, psychiatric, or physiological evaluation unless the Employer has just cause to believe the employee is then unfit for duty. The Employer shall set forth the basis for such just cause orally and in writing, to the employee at the time the employee is ordered to undergo such evaluation, including relevant objective facts and subjective reasoning that forms the basis for the Employer's belief that the employee is then unfit for duty, provided that written documentation of the basis for the order may be submitted within twenty-four (24) hours of the date of the order, if it is not practical to do so at the time of the order is issued.

Employees shall have the right to Union representation, if a representative is available, when being informed of the need for evaluation, and shall have the right to secure similar evaluations at their own expense from psychiatrists, psychologists, or

physicians of their own choosing. The City and the employee shall only utilize the services of qualified, certified medical doctors, psychiatrists, or psychologists. The employee shall be given a copy of any and all information, reports, and opinions that are provided the City as a result of such evaluation. Employees fitness for duty shall be measured and determined by bona fide occupational qualifications.

ARTICLE 23 TOBACCO USE

There shall be no smokeless tobacco use on Fire Department property or in Fire Department vehicles except that smokeless tobacco use is permitted on the apparatus floor of each station and outside on station grounds.

There shall be no smoking on Fire Department property in violation of the City Smoking Ordinance or applicable State Law. The City of Bloomington shall erect a smoking shelter at each fire station.

ARTICLE 24 POSITION ASSIGNMENTS

Section 24.1. Position Bidding.

All bargaining unit members with two years or greater seniority and assigned to suppression shifts may bid their position assignments. Bidding shall be by seniority on the shift to which bargaining unit members are assigned by the Fire Chief.

Section 24.2. Firefighters.

Annually on November 1st, non-probationary bargaining unit members with at least two years seniority in the job classification of Firefighter shall be assigned to positions which they have bid

on the basis of seniority on the shift to which they are assigned. Bargaining unit members may only bid positions for which they have the qualifications to fulfill. Any permanent vacancies which occur during the course of the year shall be filled at the discretion of the Fire Chief.

Section 24.3. Backup Drivers.

Annually on November 1st, bargaining unit members in the job classification of backup drivers shall be assigned to positions which they have bid on the basis of seniority on the shift to which they are assigned.

Any permanent vacancy of less than six (6) months shall be filled by the senior firefighter assigned to the station at which the vacancy occurs.

Any permanent vacancy of six (6) months or more shall be filled by the senior firefighter on the shift where the vacancy occurs.

Section 24.4. Engineers.

Annually on November 1st, bargaining unit members in the job classification of Engineer shall be assigned to positions which they have bid on the basis of seniority on the shift to which they are assigned. For anyone assigned to the position of Engineer after May 1, 2009, seniority shall be defined as time served as an Engineer with the Bloomington Fire Department.

All persons bidding for the first time on Engineers positions must have obtained a State of Illinois Certified Fire Apparatus Engineer Certification. If the next senior Firefighter has not obtained the State of Illinois Certified Apparatus Engineer

certification, then they shall be enrolled in the next available FAE class in order to obtain the certification. Any employee who passes the class but fails to obtain FAE certification because he failed to complete the necessary paperwork within the required time period set by the Office of the State Fire Marshall, shall bear all costs, including time off, associated with attending the class a second time. This limitation does not apply to employees who fail the class.

Additionally, all persons bidding for the first time ARFF Engineer's positions must have completed a FAA approved forty (40) hour basic ARFF training course, or shall complete the course during the first year of duty as an ARFF Engineer.

Any permanent vacancy of less than six (6) months shall be filled by the backup driver assigned to the station at which the vacancy occurs.

Any permanent vacancy of six (6) months or more shall be filled by the senior backup driver on the department, within sixty (60) calendar days of the vacancy.

Section 24.5. Officers.

Annually on November 1st, bargaining unit members in the job classification of Captain shall be assigned to positions which they have bid on the basis of seniority (time in grade), on the shift to which they are assigned.

Section 24.6. Temporary Reassignment.

Nothing in this section shall restrict the discretion of the Fire Chief or Shift Commander to reassign bargaining unit members to different assignments, provided such reassignment is made on a

temporary basis in order to fill a vacancy which was created as the result of a temporary absence from work by another employee.

ARTICLE 25 PROMOTIONAL PROCESS

Section 25.1. General Provisions.

This agreement shall provide for promotion to Fire Department positions of Captain and Assistant/Battalion Chief. Promotions shall be made on the basis of the criteria agreed upon by the parties. Vacancies, as defined in this agreement, shall be filled by promotion in accordance with the procedures contained herein. The promotion process shall be competitive among such eligible employees of the next lower rank who have elected to participate in this promotion process. Vacancies shall be filled by appointment of candidates in rank order as they appear on the final eligibility register.

The final eligibility register shall, unless exhausted, remain in force for three years from the date of posting and may not be vacated, replaced by or consolidated with a subsequent register. In the event the Commission elects to begin the process for determining a successor register prior to the expiration or exhaustion of a current register, the successor register shall not become effective prior to the expiration of, or the date on which the existing register is exhausted.

The following definitions apply to Article 25:

The word "Commission" and/or "Board" whenever used shall mean the Board of Fire and Police Commissioners of the City of Bloomington.

The term “Fire Department” and/or “Department” shall mean the City of Bloomington Fire Department.

The “parties” to this agreement are the City of Bloomington and International Association of Fire Fighters Local 49.

The term “preliminary list” shall mean the eligibility list compiled after the completion of all testing components and shall be posted for at least 30 days prior to the certification of the final eligibility register.

The term “register” shall mean the applicable final eligibility register.

A final eligibility register shall be “exhausted” when all persons on that register who are eligible for appointment have either been appointed or have refused appointment.

Section 25.2. Captain Promotional Process Eligibility.

Only employees of the next lower rank who have the State of Illinois Office of the State Fire Marshall (OSFM) provisional Fire Officer I certification shall be eligible to participate in the promotional process for the rank of Captain.

Documentation of successful completion of the required curriculum must be submitted to the Fire Chief at least 45 days prior to the written exam. Applicants who do not provide the required documentation shall not be allowed to participate in the written examination. Acceptable documentation shall be an official transcript(s) from educational institutions, a copy of an official transcript(s) from the candidates training file or original certificates of completion or grade report from the issuing agency. It is the

responsibility of each candidate to provide the appropriate documentation. All candidates must submit educational documentation. Only candidates that are listed on Appendix "B" are not required to submit OFSM I or II certification or curriculum completion documentation.

Should the required curriculum of the OSFM change, such changes will not become effective with respect to this agreement until after the expiration or exhaustion of the register(s) in effect at the time of the change.

Vacancy.

A position within the bargaining unit shall be determined to have been vacated at the date and time an employee holding that position becomes unable or unavailable to perform the normal duties of that position. And the circumstances causing the employee to be unable or unavailable to perform those normal duties have lasted or are expected to last at least one year.

Appointments to fill vacancies shall be made from the eligibility register in effect at the time the vacancy occurred. Only those employees with at least seven (7) years of fire suppression service with the Bloomington Fire Department shall be eligible for promotion.

Administration.

The promotion process contained herein shall be administered by the Commission. The Commission shall have the authority to exercise such judgment and make such decisions necessary to administer the process contained

herein, provided that exercise of that authority does not violate the express provisions of this agreement.

Except where indicated otherwise, disputes concerning the meaning, interpretation, or application of the express provisions of this agreement shall be resolved in accordance with the grievance procedure contained in the parties' collective bargaining agreement. In all cases where a grievance is filed with respect to this promotional process, it shall be the grievant's responsibility for meeting the burden of proof with respect to any claim that an express provision of this agreement has been violated.

Components.

The following components and weights shall be used to establish applicable promotion eligibility registers:

Written Examination	30%
Assessment Center	25%
Seniority	25%
Education	10%
Chief's Points	10%

Posting of Component Scores.

Scores of each component shall be posted in accordance with the provisions contained herein. Concurrent with this posting, the Fire Chief shall forward component scores to the Board of Fire and Police Commissioners.

Posting of Notification of Written Examination.

Notice of written examination shall be posted in all Fire Department facilities at least 90 days prior to the date of the examination.

Posting of Study Guide for Written Examination.

The study guide for the written examination shall be posted in all Fire Department facilities at least 90 days prior to the date of the examination. The study guide shall include the names of all reference material and applicable chapters from which written questions are selected.

Posting of Official Sign-up List.

There shall be an official written examination sign-up list posted at each Fire Department facility. The sign-up lists shall be posted at least 90 days prior to the date of the examination. Personnel who wish to take the written examination must so indicate by signing one of the sign-up lists at least 45 days prior to the date of the examination. Personnel who have not signed up at least 45 days prior shall not be allowed to take the written examination and shall not be eligible for participation in the remainder of the promotional process.

Structure of the Written Examination.

The written examination shall consist of no fewer than 50 questions that call for specific answers, such as multiple choice, true/false, or matching format. Each question on the written examination shall have the same value.

Grading of the Written Examination.

Upon completion, the written examination shall be graded on site and the score provided to the candidate. Prior to leaving the test site, the candidate shall sign a receipt indicating the candidate's score. This receipt shall only be an acknowledgment that the candidate was provided his/her test score and shall not indicate any other agreement on the part of the candidate. The method for scoring the examination shall be at the discretion of the Fire and Police Commission. A list of scores of all candidates shall be posted in each Fire Department facility within 14 days of the examination.

Preliminary List.

Following the completion of the written examination, the scores from each of the components shall be compiled to create a preliminary list. The preliminary list shall remain posted for at least 30 days and/or until any challenges to the written exam have been resolved. Persons eligible for military points shall have 10 days from the posting of the preliminary list to apply for such points.

Eligible candidates will be allowed to participate in all elements of the promotional process regardless of the score of any one component. A final composite score of 70 must be achieved to be included on the preliminary eligibility list.

Review of Written Examination.

Personnel who have taken the written examination shall be provided with the opportunity to review the examination

along with the correct answers within 14 days of the examination. The times, place and format of the review shall be as determined by the Fire and Police Commission. Relief from duty shall not be provided to personnel choosing to participate in the written examination review. In the event the Commission elects to provide for review of the written examination in a group format, two sessions, on successive duty shift days, shall be held.

Challenges to the Written Exam.

Challenges or appeals concerning correct answers on the written examination shall be the exclusive jurisdiction of the Fire and Police Commission. Decisions by the Commission shall be final and are not subject to appeal through the grievance procedure contained in the collective bargaining agreement.

The Commission's authority in such appeals shall be limited to affirming or invalidating any challenged or appealed question(s). If the Commission invalidates a question(s), no candidate shall receive credit for correctly answering the invalidated question(s). The total number of points possible on the written exam shall be reduced by the number of questions invalidated by the board.

Challenges or appeals must be filed within 30 days of the date of the exam by the designated bargaining unit representative. Individuals may not make challenges or appeals concerning correct answers on the written examination directly to the Fire and Police Commission.

The bargaining unit's choice of representation before the board shall not be restricted.

Assessment Center.

The assessment center will be designed to test the candidate's ability to perform several of the functions of a Captain. It will include demonstrating the candidate's ability to handle administrative functions of the position, emergency mitigation functions and may include an oral interview. The assessment center will be designed and conducted by an impartial, independent firm contracted by the City. The Chief will serve as a resource to assure that the process is relevant to the position being assessed.

Final Register.

A final eligibility register shall be posted after military points have been awarded and following the completion of any review and/or challenge of the written examination.

Release from Duty.

On duty personnel who have signed-up to take the written examination shall be released from duty to take the examination. Personnel shall be released from duty one hour prior to the start time of the exam and shall report back to duty immediately after completing the examination and receiving their examination score.

Seniority Points.

Seniority points for personnel who have signed-up for the written exam shall be computed and posted at least 7

days prior to the written exam. A maximum of 25 points for 20 years of service shall be awarded. Points for employees with less than 20 years service shall be computed as follows. Seniority in days of service shall be determined by subtracting the employee's date of hire from the date on which the applicable current promotion list expires or was exhausted. An employee's date of hire shall be adjusted to reflect any time not credited towards seniority as defined by the parties' collective bargaining agreement. The current promotion list shall be considered to have been exhausted on the date the last eligible person on that list received (or refused) an initial appointment to the applicable rank. Years of seniority shall be determined by dividing seniority in days of service by 365.25. Years of seniority shall then be multiplied by 1.25 to determine an employee's seniority points. Final value shall be rounded to 2 decimal places (hundredths).

(Date of expiration or exhaustion of list - Employee date of hire) x 1.25/365.25

Military Points.

Upon posting of the preliminary list, any candidate that qualifies for additional points due to military service will have 10 days to apply for military points. Points will not be awarded in the event that a candidate has received credit for military services a previous promotional process. Military points shall be calculated in compliance with Chapter 65 of the Illinois Municipal Code, Section 10-2.1-11. Awarding of these points provides the potential for a candidate to receive

a score higher than 100, and are not considered a part of the total points calculation for the other components of the testing process.

Education Points.

Education points for personnel who have signed-up for the written exam shall be computed and posted at least 7 days prior to the written exam. Employees shall be eligible to receive up to 10 education points in accordance with the following schedule:

Associate Degree in Fire Science or Fire Service Administration - 10 Points

Bachelors degree in any field and completion of State of Illinois OSFM Fire Officer I curriculum -10 Points

Associate Degree in any field and completion of the State of Illinois OSFM Fire Officer I curriculum - 5 Points

Candidates who wish to receive education points shall make application and submit required documentation to the Fire Chief at least 45 days prior to the written exam. Acceptable documentation for an associate or bachelor's degree shall be an original diploma or an official transcript from the issuing institution. Acceptable documentation for other courses shall be an official transcript(s) from educational institutions or original certificates of completion or grade reports from the issuing agency.

Chief's Merit Points.

The Fire Chief will have available for his assignment up to 10 points to be added to the other point criteria for the purpose of establishing promotional lists for the position of Captain. These points will be given to the Board of Fire and Police Commissioners prior to the written examination. Although these points are at the discretion of the Chief, the Chief shall use the following process and criteria for the Chiefs consideration:

- 1) The Chief will hold individual interviews with all eligible candidates who have signed up to take the written examination.
- 2) When asked by a candidate, the Chief will meet with the candidate after the promotional process has been completed to discuss the points given and discuss with the candidate how to improve his or her point totals prior to the next promotional process.
- 3) Chief's Merit points for personnel who have signed up for the written exam shall be computed and posted at least 7 days prior to the written exam.

Initial Appointment.

Initial appointment to fill vacant positions shall be made by the Fire Chief and shall be for a period of one year. During the initial appointment period the Chief may terminate an employee's appointment and return the employee to their previous rank. Such termination of an initial appointment shall be made only when an employee has demonstrated substantial shortcomings in the performance of their duties. An employee who has an initial appointment terminated shall

not be eligible for further appointment from the current register.

Permanent Appointment.

At the conclusion of the one year initial appointment, the Chief shall notify the Board, who shall then make permanent the appointment to the applicable rank. Should the required curriculum of the OSFM change, such changes will not become effective with respect to this agreement until after the expiration or exhaustion of the register(s) in effect at the time of the change.

Refusal of Initial Appointment.

Any employee whose name appears on a final eligibility register may decline appointment one time and still maintain their position on the register. Any employee who declines appointment a second time shall be disqualified from further consideration for appointment from that register.

Section 25.3. Asst. Chief/Battalion Promotional Process Monitoring.

Upon request by the bargaining unit; all components of the testing process are subject to monitoring. The monitors shall be 2 in number and shall be selected by the bargaining unit, but may not be members of the department. They will not be able to interfere with the testing process, but will report any irregularities they may witness. The Commission may also elect to have as many as 2 impartial observers as well.

Eligibility.

Only employees holding the rank of Captain for at least three (3) years prior to the test date shall be eligible to participate in the promotional process for promotion to the rank of Assistant/Battalion Chief. Those applying must have received an Associates Degree in Fire Science or a bachelor's degree in any subject and be a State of Illinois Office of State Fire Marshal (OSFM) certified Fire Officer II to be eligible to participate.

Documentation of successful completion of the required degree and certification must be submitted to the Fire Chief at least 45 days prior to the written exam. Applicants who do not provide the required documentation shall not be allowed to participate in the promotion process. Acceptable documentation shall be an official transcript(s) from educational institutions, a copy of an official transcript(s) from the candidates training file. It is the responsibility of each candidate to provide the appropriate documentation. All candidates must submit educational documentation. Only candidates that are listed on Appendix "B" are not required to submit OFSM I or II certification or curriculum completion documentation.

Vacancy.

A position vacancy for Assistant/Battalion Chief shall be determined to have occurred at the date and time an employee holding that position becomes unable or unavailable to perform the normal duties of that position. And the circumstances causing the employee to be unable or

unavailable to perform those normal duties have lasted or are expected to last at least one year.

Appointments to fill vacancies shall be made from the eligibility register in effect at the time the vacancy occurred.

Administration.

The promotion process contained herein shall be administered by the Commission. The Commission shall have the authority to exercise such judgment and make such decisions necessary to administer the process contained herein, provided that exercise of that authority does not violate the express provisions of this agreement.

Except where indicated otherwise, disputes concerning the meaning, interpretation, or application of the express provisions of this agreement shall be resolved in accordance with the grievance procedure contained in the parties' collective bargaining agreement. In all cases where a grievance is filed with respect to this promotional process, it shall be the grievant's responsibility for meeting the burden of proof with respect to any claim that an express provision of this agreement has been violated.

Components.

The following components and weights shall be used to establish applicable promotion eligibility registers:

Written Examination	30%
Assessment Board	40%
Time in Grade	15%
Chiefs Points	15%

Posting of Component Scores.

Scores of each component shall be posted in accordance with the provisions contained herein. Concurrent with this posting, the Fire Chief shall forward component scores to the Board of Fire and Police Commissioners.

Posting of Notification of Written Examination.

Notice of written examination shall be posted in all Fire Department facilities at least 90 days prior to the date of the written examination.

Posting of Study Guide for Written Examination.

The study guide for the written examination shall be posted in all Fire Department facilities at least 90 days prior to the date of the examination. The study guide shall include the names of all reference material and applicable chapters from which written questions may be selected.

Posting of Official Sign-up List.

There shall be an official written examination sign-up list posted at each Fire Department facility. The sign-up lists shall be posted at least 90 days prior to the date of the examination. Personnel who wish to take the written examination must so indicate by signing one of the sign-up lists at least 45 days prior to the date of the examination. Personnel who have not signed up at least 45 days prior shall not be allowed to take the written examination and shall not be

eligible for participation in the remainder of the promotional process.

Structure of the Written Examination.

The written examination shall consist of no fewer than 50 questions that call for specific answers, such as multiple choice, true/false, or matching format. Each question on the written examination shall have the same value.

Grading of the Written Examination.

Upon completion, the written examination shall be graded on site and the score provided to the candidate. Prior to leaving the test site, the candidate shall sign a receipt indicating the candidate's score. This receipt shall only be an acknowledgment that the candidate was provided his/her test score and shall not indicate any other agreement on the part of the candidate. The method for scoring the examination shall be at the discretion of the Fire and Police Commission. A list of scores of all candidates shall be posted in each Fire Department facility within 14 days of the examination.

Preliminary List.

Following the completion of the written examination, the scores from each of the components shall be compiled to create a preliminary list. The preliminary list shall remain posted for at least 30 days and/or until any challenges to the written exam have been resolved. Persons eligible for military points shall have 10 days from the posting of the preliminary list to apply for such points.

Eligible candidates will be allowed to participate in all elements of the promotional process regardless of the score of any one component. A final composite score of 70 must be achieved to be included on the preliminary eligibility list.

Review of Written Examination.

Personnel who have taken the written examination shall be provided with the opportunity to review the examination along with the correct answers within 14 days of the examination. The time, place and format of the review shall be as determined by the Commission. Relief from duty shall not be provided to personnel choosing to participate in the written examination review. The Commission may elect to provide for review of the written examination in a group format.

Challenges to the Written Exam.

Challenges or appeals concerning correct answers on the written examination shall be the exclusive jurisdiction of the Commission. Decisions by the Commission shall be final and are not subject to appeal.

The Commission's authority in such appeals shall be limited to affirming or invalidating any challenged or appealed question(s). If the Commission invalidates a question(s), no candidate shall receive credit for correctly answering the invalidated question(s). The total number of points possible on the written exam shall be reduced by the number of questions invalidated by the board.

Challenges or appeals must be filed within 30 days of the date of the exam by the candidate. Individuals must make challenges or appeals concerning correct answers on the written examination directly to the Commission.

Final Register.

A final eligibility register shall be posted after military points have been awarded and following the completion of any review and/or challenge of the written examination.

Release from Duty.

On duty personnel who have signed-up to take the written examination shall be released from duty to take the examination. Personnel shall be released from duty one hour prior to the start time of the exam and shall report back to duty immediately after completing the examination and receiving their examination score.

Chief's Merit Points.

The Fire Chief will have available for his assignment up to 15 points to be added to the other point criteria for the purpose of establishing the promotional list for Assistant/Battalion Chief. These points will be given to the Commission prior to the assessment center. These points are at the discretion of the Chief. Chief's Merit points for personnel who have signed up for the written exam shall be computed and posted at least 7 days prior to the assessment center.

Time in Grade Points.

Time in Grade points for personnel who have signed up for the promotional process shall be computed and posted at least 7 days prior to the assessment center. A maximum of 15 points for 10 years of service as a Captain shall be awarded. Points for employees with less than 10 years as a Captain shall be computed as follows: Time in Grade in days of service shall be determined by subtracting the employee's date of appointment as Captain from the date on which the applicable current promotion list expires or was exhausted. For the initial list, the date of the written examination will be used for this calculation. An employee's Time in Grade shall be adjusted to reflect any time not credited towards seniority while a Captain as defined in the collective bargaining agreement between the City and Local # 49. A promotion list shall be considered to have been exhausted on the date the last eligible person on that list received (or refused) an initial appointment to the rank of Assistant/Battalion Chief. Time in Grade shall then be multiplied by 1.5 to determine an employee's points, the final value being rounded to 3 decimal places.

(Date of expiration of exhaustion of list - Date appointed Captain) x 1.5/365.25

Assessment Center.

The assessment center will be designed to test the candidate's ability to perform several of the functions of an Assistant/Battalion Chief in the capacity of Shift Commander. It will include demonstrating the candidate's ability to handle administrative functions of the position, emergency

mitigation functions and may include an oral interview. The assessment center will be designed and conducted by an impartial, independent firm contracted by the City. The Chief will serve as a resource to assure that the process is relevant to the position being assessed.

Order of Component Scoring.

1. Chief's Points
2. Calculation of Time in Grade Points
3. Assessment Center
4. Written Examination

Candidates will be allowed to participate in all elements of the promotional process regardless of the score of any one component. A final composite score of 70 must be achieved to be included on the preliminary eligibility list.

Military Points.

Upon posting of the preliminary list, any candidate that qualifies for additional points due to military service will have 10 days to apply for military points. Points will not be awarded in the event that a candidate has received credit for military services a previous promotional process. Military points shall be calculated in compliance with Chapter 65 of the Illinois Municipal Code, Section 10-2.1-11. Awarding of these points provides the potential for a candidate to receive a score higher than 100, and are not considered a part of the total points calculation for the other components of the testing process.

Initial Appointment.

Initial appointment to fill vacant positions shall be made by the Commission and shall be for a period of one year. During the initial appointment period the Chief may request the Commission to terminate an employee's appointment and return the employee to their previous rank. Such termination of an initial appointment shall be made only when an employee has demonstrated substantial shortcomings in the performance of their duties. An employee who has an initial appointment terminated shall not be eligible for further appointment from the current register.

Regular Appointment.

At the successful conclusion of the one year initial appointment, the Chief shall notify the Board, who shall then make their regular promotion to the rank of Assistant/Battalion Chief.

Refusal of Initial Appointment.

Any employee whose name appears on the final eligibility register may decline appointment one time and still maintain their position on the register. Any employee who declines appointment a second time shall be disqualified from further consideration for appointment from that register.

Passing over a Candidate on the List of Eligibles.

The appointing authority has the right to pass over the top candidate on the list in the event there is significant evidence of shortcomings in the candidate's ability to function as an Assistant/Battalion Chief or if misconduct on the part of the candidate is noted. If the shortcoming persists and another

opening develops, the candidate may be passed over again and be removed from that list. This will not prohibit the candidate from taking later exams and ultimately being appointed from another list. In the event that a candidate is passed over, the Commission must document the reason why. Unless the shortcoming is not correctable, no candidate may be passed over more than one time. Any dispute over the passing over of a candidate or any other component of the promotional procedure may be brought before the Commission for resolution by decision of the Commission according to their rules and regulations.

ARTICLE 26 DRUG AND ALCOHOL TESTING

Section 26.1. Prohibitions.

Firefighters shall be prohibited from:

- a) consuming or possessing alcohol or illegal drugs at any time during the work day on any of the City's premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business;
- (b) using, selling, purchasing or delivering any illegal drug during the work day or when off duty;
- (c) being under the influence of alcohol or prescribed drugs for which the employee does not have a prescription during the course of the work day;
- (d) failing to report to the Human Resources, or other mutually agreed person, any known adverse side

effects of medication or prescription drugs which they are taking;

(e) violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 26.2. Use of Alcohol or Legal Drugs Prior to Emergency Recall.

The parties recognize that employees may be placed in a conflict arising from the fact that employees are not prohibited from consuming alcohol or legal drugs while off duty but are subject to emergency recall during off duty hours. Accordingly, when employees are notified of any emergency recall from off duty, the following procedure shall apply:

- (a) The recalled employee shall advise the officer in charge of the station to which they report if they have consumed alcohol or legal drugs during the day of the emergency recall and the extent of such activity.
- (b) The officer in charge shall assess the employee's condition and fitness for duty and either assign them to duty or, if the employee is determined to be unfit for duty will not allow them to sign in for duty.

Section 26.3. The Administration of Tests.

Unless otherwise superseded by the express provisions of this Agreement, all drug and alcohol testing of bargaining unit employees shall be in compliance with the "Mandatory Guidelines for Federal Workplace Drug Testing."

- (a) Informing Employees Regarding Drug Testing.

All current employees will be given a copy of the Drug & Alcohol Free Workplace Policy Statement and Substance Abuse Testing Procedure upon execution of the Agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

(b) Pre-Employment Screening.

Nothing in this Article shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

(c) When a Test May be Compelled.

There shall be no random, across-the-board, or routine drug testing of employees, except as provided by Section 26.6 or as is otherwise expressly agreed to in writing by the parties. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When a company level officer has reasonable suspicion to believe that an employee is impaired due to being under the influence, that officer shall have the Assistant/Battalion Chief or their designee confirm that suspicion prior to any order to submit to drug/alcohol testing. At the time the employee is ordered to submit to testing the City shall notify the designated Union Representative on duty and if none is on duty, the City shall make a reasonable effort to contact an off duty designated Union Representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered

as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug or alcohol tests may be required under the following conditions:

- (1) when an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
- (2) when an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
- (3) when an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug use or alcohol abuse;
- (4) where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

(d) Reasonable Suspicion Standard.

Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

- (1) observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
- (2) information provided by an identifiable third party which is independently corroborated.

(e) Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. The identity of any third party shall be made available to a Union designated representative upon request and such information shall be treated as confidential information subject to disclosure only to the extent relevant to processing a grievance.

(f) Post Accident Testing.

As soon as practicable following an accident involving a vehicle driven by a bargaining unit employee in the course of their duties, the employee driving the vehicle shall be tested for alcohol and controlled substances in the manner set forth by this Article 26:

- (1) if the accident involved the loss of human life; or
- (2) if the employee driving the vehicle received a citation under State or local law for a moving traffic violation arising from the accident and the accident involved:

- (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (ii) 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 subsection (f) shall be deemed to satisfy the Reasonable Suspicion Standard of subsection (d) of this Article 26.

A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a designated representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "Firemen's Disciplinary Act." A 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 they may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 26.4. Right to Contest.

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 26.5. Voluntary Requests for Assistance.

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in this current assignment, the City may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The City shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

Section 26.6. Discipline.

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

- (a) First Positive. In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days.

The foregoing limit on suspension is conditioned upon the employee agreeing to:

- (1) undergo appropriate treatment as determined by the physician(s) involved;
- (2) discontinue use of illegal drugs or abuse of alcohol;
- (3) complete the course of treatment prescribed, including an "aftercare" group for a period up to twelve (12) months;
- (4) submit to random testing during work hours during the period of "aftercare" treatment.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time shall be subject to discipline, up to and including discharge.

(c) Second Positive. Employees who test positive on the confirmatory test for drugs or alcohol on a second occasion shall be subject to discharge without possibility of mitigation or commutation. The Chief is hereby empowered by contract to impose such penalty, and neither the Board of Fire and Police Commissioners nor an arbitrator shall have jurisdiction to review, set aside or modify such penalty.

This Section 26.6 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that they are unable to properly

perform their duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Fire Department life, limb or property).

Section 26.7. Confidentiality of Test Results.

The results of drug and alcohol tests will be disclosed to the person tested, the Chief, the Human Resources Director, the designated representative of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 26.8. Insurance Coverage.

The employee may utilize the City's EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.

**ARTICLE 27 EMPLOYEES ON DISABILITY LEAVE –
REINSTATEMENT**

In the event that an employee who has previously been on leave under a disability pension is reinstated into active service at

the same rank or grade held at the date they were placed on disability leave, as required by state law, the person who has the least seniority in the rank or grade of the returning employee shall be temporarily demoted into the next lower grade or rank, but only if the returning employee causes a greater number of personnel in such rank or grade than is permitted by City ordinance.

If the temporary demotion of an employee to the next lower grade or rank causes a greater number of personnel in such rank or grade than is permitted by City ordinance, the employee with the least seniority in such rank or grade shall be temporarily demoted or (in the case of firefighters of the lowest grade or rank) laid off. Such persons shall be restored to their former rank when resignations, promotions, or terminations cause a vacancy in the rank or grade previously held by such person.

The demoted employee shall receive pay for the rank or grade to which they have been demoted. Employees laid off shall be eligible for unemployment compensation as provided by law.

ARTICLE 28 SALARIES

Section 28.1. Salaries.

Effective May 1, 2018~~15~~, employees shall be paid an annual salary as specified in the salary schedule attached hereto as Appendix "C". These amounts represent a 2.25% general wage increase applied to the parties' agreed salary schedule. **The parties agree to retro pay for all employees employed in the bargaining unit at the execution of the agreement or those who have retired since May 1, 2018.**

Effective May 1, 2019~~16~~, employees shall be paid an annual salary as specified in the salary schedule attached hereto as Appendix "D". These amounts represent a 2.5% general wage increase applied to the parties' agreed salary schedule.

Effective May 1, 2020~~17~~, employees shall be paid an annual salary as specified in the salary schedule attached hereto as Appendix "E". These amounts represent a 2.5% general wage increase applied to the parties' agreed salary schedule.

Section 28.2. Holiday Pay.

Employees who are scheduled to, and do work, on any of the following holidays shall be paid premium pay in the amount of two (2) times their regular straight time hourly rate for all hours worked on such holidays.

- | | |
|--------------------------|------------------------|
| Memorial Day | Independence Day |
| Labor Day | Veteran's Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas Eve Day | Christmas Day |
| New Year's Eve (1/2 day) | New Year's Day |
| Martin Luther King Day | Good Friday |

The premium pay shall be applicable to the hours worked during the twenty-four (24) hour shift beginning at 7:00 a.m. on the designated holiday. The holiday recognized shall be the day of the actual holiday and not any day celebrated in lieu of the holiday.

Employees (including 40 hour employees) who work overtime on a designated holiday shall be paid at the rate of two and one-half (2 ½) times their regular straight time hourly rate for all hours worked on such holiday.

Section 28.3 Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department.

ARTICLE 29 HEALTH AND SAFETY COMMITTEE

The City and the Union agree that protecting the safety and health of employees in their work environment requires the concern of the City, Fire Department and Union. A Health and Safety Committee shall be formed which shall be composed of two (2) representative from each shift and a representative to be designated by the Chief. The joint committee shall:

- (a) Meet at least every other month on established dates, without loss of pay.
- (b) Make periodic inspections, no less than one time per fiscal year of protective equipment, protective clothing and devices to review work methods and conditions.
- (c) Make written recommendations on possible hazards which come to its attention. All recommendations shall be forwarded to the Fire Department officials responsible for providing a safe and healthy workplace and shall include a target date for abatement of the hazardous conditions or unsafe work practice.

(d) Written accident reports will be reviewed in detail to better determine the reason why the accident occurred and corrective action recommendations.

(e) Upon mutual agreement, additional individuals may be called into the safety meetings.

(f) The Committee will recommend guidelines for procedures and programs as outlined above; provided, however, that such procedures and programs shall not be limited to the above.

ARTICLE 30 WELLNESS

Section 30.1 Physical Fitness Program.

The parties agree that it is in their mutual interests for employees to be in good physical condition. In order to ensure employees are physically able to perform their fire suppression duties, the parties agree that the Bloomington Fire Department standard operating procedure titled "Annual Job Physical Fitness Testing" dated June 15, 1994 shall remain in effect for the duration of this Agreement. It is understood that there shall be no change in the standard operating procedure without mutual consent, in writing, by both the Union and the City.

Section 30.2 Wellness Initiative.

The goal of the annual Wellness Initiative is for personal fitness improvement and the ability to detect medical issues early. All personnel shall participate in a mandatory, annual, non-punitive and confidential Wellness Physical. All appointments shall be arranged and paid for by the City and will be conducted while the employee is on duty. No individual medical information obtained

from the testing under the Wellness Initiative will be shared with the City by the Health Care Provider.

ARTICLE 31 PROBATIONARY EMPLOYEES

Probationary employees shall be subject to all provisions of this Agreement except that:

- (a) Hours and schedules may be changed as necessary to complete required training.
- (b) Probationary employees who do not satisfactorily complete requirements of probation may be dismissed at the discretion of the City. Dismissal for the preceding shall not be subject to the grievance procedure contained herein.

ARTICLE 32 SENIORITY

The City shall maintain a seniority list noting the date of hire and current classification for each bargaining unit employee. The Union shall be provided a copy of the seniority roster on January 1 of each successive year. Any objection or change to be made to the seniority roster shall be made in writing to the other party within fifteen (15) days of the date of deliverance of the seniority roster or the roster shall stand approved as delivered. Seniority shall be computed from the date of hire except for time on pension or after benefits have been exhausted. In the event that more than one person is hired on the same day, the person occupying the higher position on the original appointment list shall have the seniority.

ARTICLE 33 40 HOUR EMPLOYEES/SPECIAL ASSIGNMENTS

Section 33.1. Forty (40) Hour Employees.

Forty (40) hour employees shall be subject to the terms and conditions of this Agreement.

Section 33.2. Public Education/Fire Investigation.

Forty (40) hour employees shall be paid at the following rates:

Firefighters and Engineers assigned to public education duties shall receive a 10% increase over their regular hourly rate.

Captains assigned to public education duties shall be paid at their next higher longevity step.

Shift employees assigned to fire investigation duties shall be paid 3% over their normal hourly rate for all hours worked.

Section 33.3. EMS Supervisor.

The Chief shall have the right to appoint one bargaining unit person per shift to serve in the position of EMS Supervisor. In the appointment process, the Chief will consider the employee's leadership skill and ability, work ethic and knowledge of the job, among other things. The duties and responsibilities of the EMS supervisor are contained in a job description which has been jointly reviewed by the parties.

The Chief in his absolute discretion at any time may relieve the EMS Supervisor from the duties as an EMS Supervisor and reassign the employee(s) to his previous bargaining unit position. The EMS Supervisor position is considered an administrative assignment and not a rank under this Agreement.

The EMS Supervisor shall be compensated at the Fire Paramedic Rank at the appropriate rate of service, plus 7%, for all hours paid.

ARTICLE 34 DROP PLAN

In the event Illinois Statute applicable to members of the bargaining unit is revised to authorize a Deferred Retirement Option Plan, the parties agree to bargain over the terms and conditions of implementation thereof. In the event the parties reach impasse, either party may invoke the impasse resolution provisions of Section 14 of the Illinois Public Labor Relations Act

ARTICLE 35 TIME AND ATTENDANCE

The parties agree in the event the City purchases a new Time and Attendance/Scheduling System to meet and negotiate changes to the recall and call-in procedure, leave scheduling and shift bid based on the capabilities of the new system.

ARTICLE 36 LAYOFFS AND RECALLS

In the event the City determines that a reduction in force is necessary, employees with the least seniority in the Department shall be laid off first. Layoffs and recalls shall be in accordance with applicable provisions of 65 ILCS 5/10-2. 1-18.

ARTICLE 37 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 IPLRA 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; 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 38 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted State or Federal legislation or administrative action by any State or Federal body, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree immediately to negotiate in good faith with respect to a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 39 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 2018~~15~~, and shall remain in full force and effect until the 30th day of April, 2021~~18~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement and shall specify in writing those proposals which it wishes to negotiate on. If either party notifies the other of its intent to modify this Agreement, the other party may indicate in writing one hundred five (105) days prior to the

anniversary date of its desire to modify this Agreement and shall specify in writing those proposals which it wishes to negotiate on. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands
this _____ day of ~~August, 2017~~ July, 2018.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL
49, AFL-CIO

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

CITY OF BLOOMINGTON, ILLINOIS

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

APPENDIX A – Recall - Memorandum of Understanding

INTERIM AGREEMENT

BY AND BETWEEN

CITY OF BLOOMINGTON AND IAFF #49

Whereas: The parties have a good faith disagreement as to how to fill vacant captain positions.

Whereas: The parties wish to implement an interim procedure whereby vacant captain positions can be filled.

The parties therefore agree to implement the following interim procedure:

1. The staffing of the shift will be "juggled" in an attempt to get at least one appointed Captain at each station from the duty shift available that day.
2. In the event that there are fewer than 4 appointed Captains on duty for a given shift, and there is a need to call back additional personnel due to their also being manpower shortages, the members called back first will be from our Captain's ranks.
3. In the event there are not enough Captains available or willing to accept the call back assignment, on duty members that are on the promotional list will be moved up to act to complete the 4 officer-staffing, and the shift staffing shortages will then be filled from the top down as we traditionally have done.
4. If after Step 3 there is not yet one Captain/Acting Captain for each station, a Captain or Captains will be held over to meet the 4 Captains needed up to the manpower shortage needs, with any additional call backs needs then being completed traditionally from the overtime list.

Nothing in this agreement will obligate the City to call back additional personnel unless there is an actual shortage in the number of firefighters and officers required to normally staff the shift. This position also does nothing to the City's right to staff the shift, including closing a station and redistributing the remaining personnel.

The parties hereto agree that this is an interim solution pending resolution of this issue during the current round of contract negotiations. Agreement with this interim procedure shall not serve to prejudice either party's position at the bargaining table or in interest arbitration as to the procedure which ultimately will appear in the party's successor Collective Bargaining Agreement.

FOR THE CITY OF BLOOMINGTON



Date: 7-2-08

FOR IAFF LOCAL #49



Date: 7/1/08

APPENDIX B – PROMOTIONAL PROCESS LIST

The following is a list of Local 49 members who have completed the Office of the State Fire Marshal' s Fire Officer II curriculum prior to the 2012 Assistant/Battalion Chief' s exam. The names were supplied by the Local 49 negotiations committee and verified by Eric Vaughn.

Anglin, Jason	Bozarth, Matthew	Brown, David
Brown, Parrish	Chaon, Michael	Cheeseman, Scott
Czapar, Paul	Davis, James	Day, Brian
Day, Jeff	Emmert, Jeff	Esme, Mark
Jackson, John	Kelch, Samuel	Langellier, Mark
Leman, Eric	Matheny, Corey	Meckley, John
Miller, Patrick	Owens, Eric	Pitcher, Gavin
Pouliot, Kenneth	Prouty, Dale	Reeb, Carl
Schreiber, James	Smith, Gary	Talley, Thomas

The following is a list of Local 49 members who have completed the Office of the State Fire Marshal' s Fire Officer I curriculum prior to the 2012 Captain' s exam. The names were supplied by the Local 49 negotiations committee and verified by Eric Vaughn.

Batka, Rich	Casagrande, Charles	Friend, Frank
Hoyland, Dennis	Novak, Mike	Shultz, Tyson



APPENDIX C – WAGE TABLE May 1, 2018

Annual Hours		2713					
IAFF LOCAL 49 SALARY SCHEDULE							
Effective May 1, 2018							
		Annual		Shift	40 Hour	Shift	40 Hour
		Base	Bi-Weekly	Hourly	Hourly	OT	OT
FIREFIGHTER – EMT – I							
Probationary		\$ 55,535.11	\$ 2,135.97	\$ 20.47	\$ 26.70	\$ 30.71	\$ 40.05
1 Year		\$ 64,053.93	\$ 2,463.61	\$ 23.61	\$ 30.80	\$ 35.42	\$ 46.19
2 Year		\$ 68,747.42	\$ 2,644.13	\$ 25.34	\$ 33.05	\$ 38.01	\$ 49.58
3 Year	Base	\$ 75,855.48	\$ 2,917.52	\$ 27.96	\$ 36.47	\$ 41.94	\$ 54.70
5 Year	5%	\$ 79,653.68	\$ 3,063.60	\$ 29.36	\$ 38.30	\$ 44.04	\$ 57.44
10 Year	7%	\$ 81,172.96	\$ 3,122.04	\$ 29.92	\$ 39.03	\$ 44.88	\$ 58.54
15 Year	9%	\$ 82,692.24	\$ 3,180.47	\$ 30.48	\$ 39.76	\$ 45.72	\$ 59.63
20 Year	14%	\$ 86,463.31	\$ 3,325.51	\$ 31.87	\$ 41.57	\$ 47.81	\$ 62.35
FIREFIGHTER/PARAMEDIC & ENGINEER*							
Probationary		\$ 56,647.44	\$ 2,178.75	\$ 20.88	\$ 27.23	\$ 31.32	\$ 40.85
1 Year		\$ 65,301.91	\$ 2,511.61	\$ 24.07	\$ 31.40	\$ 36.11	\$ 47.09
2 Year		\$ 70,103.92	\$ 2,696.30	\$ 25.84	\$ 33.70	\$ 38.76	\$ 50.56
3 Year	Base	\$ 77,347.63	\$ 2,974.91	\$ 28.51	\$ 37.19	\$ 42.77	\$ 55.78
5 Year	5%	\$ 81,227.22	\$ 3,124.12	\$ 29.94	\$ 39.05	\$ 44.91	\$ 58.58
10 Year	7%	\$ 82,773.63	\$ 3,183.60	\$ 30.51	\$ 39.80	\$ 45.77	\$ 59.69
15 Year	9%	\$ 84,320.04	\$ 3,243.08	\$ 31.08	\$ 40.54	\$ 46.62	\$ 60.81
20 Year	14%	\$ 88,172.50	\$ 3,391.25	\$ 32.50	\$ 42.39	\$ 48.75	\$ 63.59
CAPTAIN							
3 Year	Base	\$ 91,102.54	\$ 3,503.94	\$ 33.58	\$ 43.80	\$ 50.37	\$ 65.70
5 Year	5%	\$ 95,660.38	\$ 3,679.25	\$ 35.26	\$ 45.99	\$ 52.89	\$ 68.99
10 Year	7%	\$ 97,478.09	\$ 3,749.16	\$ 35.93	\$ 46.86	\$ 53.90	\$ 70.30
15 Year	9%	\$ 99,295.80	\$ 3,819.07	\$ 36.60	\$ 47.74	\$ 54.90	\$ 71.61
20 Year	14%	\$ 103,853.64	\$ 3,994.37	\$ 38.28	\$ 49.93	\$ 57.42	\$ 74.89

Notes: All payroll calculations are made based upon each employee's hourly rate of pay. Other figures are for informational purposes only.

APPENDIX D – WAGE TABLE May 1, 2019

DRAFT

Annual Hours		2713						
IAFF LOCAL 49 SALARY SCHEDULE								
Effective May 1, 2019								
2.5								
		Annual		Shift	40 Hour	Shift	40 Hour	
		Base	Bi-Weekly	Hourly	Hourly	OT	OT	
FIREFIGHTER – EMT – I								
Probationary		\$ 56,918.74	\$ 2,189.18	\$ 20.98	\$ 27.36	\$ 31.47	\$ 41.05	
1 Year		\$ 65,654.60	\$ 2,525.18	\$ 24.20	\$ 31.56	\$ 36.30	\$ 47.35	
2 Year		\$ 70,456.61	\$ 2,709.87	\$ 25.97	\$ 33.87	\$ 38.96	\$ 50.81	
3 Year	Base	\$ 77,754.58	\$ 2,990.56	\$ 28.66	\$ 37.38	\$ 42.99	\$ 56.07	
5 Year	5%	\$ 81,634.17	\$ 3,139.78	\$ 30.09	\$ 39.25	\$ 45.14	\$ 58.87	
10 Year	7%	\$ 83,207.71	\$ 3,200.30	\$ 30.67	\$ 40.00	\$ 46.01	\$ 60.01	
15 Year	9%	\$ 84,754.12	\$ 3,259.77	\$ 31.24	\$ 40.75	\$ 46.86	\$ 61.12	
20 Year	14%	\$ 88,633.71	\$ 3,408.99	\$ 32.67	\$ 42.61	\$ 49.01	\$ 63.92	
FIREFIGHTER/PARAMEDIC & ENGINEER*								
Probationary		\$ 58,058.20	\$ 2,233.01	\$ 21.40	\$ 27.91	\$ 32.10	\$ 41.87	
1 Year		\$ 66,929.71	\$ 2,574.22	\$ 24.67	\$ 32.18	\$ 37.01	\$ 48.27	
2 Year		\$ 71,867.37	\$ 2,764.13	\$ 26.49	\$ 34.55	\$ 39.74	\$ 51.83	
3 Year	Base	\$ 79,273.86	\$ 3,048.99	\$ 29.22	\$ 38.11	\$ 43.83	\$ 57.17	
5 Year	5%	\$ 83,234.84	\$ 3,201.34	\$ 30.68	\$ 40.02	\$ 46.02	\$ 60.03	
10 Year	7%	\$ 84,835.51	\$ 3,262.90	\$ 31.27	\$ 40.79	\$ 46.91	\$ 61.18	
15 Year	9%	\$ 86,409.05	\$ 3,323.43	\$ 31.85	\$ 41.54	\$ 47.78	\$ 62.31	
20 Year	14%	\$ 90,370.03	\$ 3,475.77	\$ 33.31	\$ 43.45	\$ 49.97	\$ 65.17	
CAPTAIN								
3 Year	Base	\$ 93,381.46	\$ 3,591.59	\$ 34.42	\$ 44.89	\$ 51.63	\$ 67.34	
5 Year	5%	\$ 98,047.82	\$ 3,771.07	\$ 36.14	\$ 47.14	\$ 54.21	\$ 70.71	
10 Year	7%	\$ 99,919.79	\$ 3,843.07	\$ 36.83	\$ 48.04	\$ 55.25	\$ 72.06	
15 Year	9%	\$ 101,791.76	\$ 3,915.07	\$ 37.52	\$ 48.94	\$ 56.28	\$ 73.41	
20 Year	14%	\$ 106,458.12	\$ 4,094.54	\$ 39.24	\$ 51.18	\$ 58.86	\$ 76.77	

Notes: All payroll calculations are made based upon each employee's hourly rate of pay. Other figures are for informational purposes only.

APPENDIX E

– WAGE TABLE May 1, 2020

Annual Hours		2713					
IAFF LOCAL 49 SALARY SCHEDULE							
Effective May 1, 2020							
0.025							
		Annual		Shift	40 Hour	Shift	40 Hour
		Base	Bi-Weekly	Hourly	Hourly	OT	OT
FIREFIGHTER – EMT – I							
Probationary		\$ 58,329.50	\$ 2,243.44	\$ 21.50	\$ 28.04	\$ 32.25	\$ 42.06
1 Year		\$ 67,309.53	\$ 2,588.83	\$ 24.81	\$ 32.36	\$ 37.22	\$ 48.54
2 Year		\$ 72,220.06	\$ 2,777.69	\$ 26.62	\$ 34.72	\$ 39.93	\$ 52.08
3 Year	Base	\$ 79,707.94	\$ 3,065.69	\$ 29.38	\$ 38.32	\$ 44.07	\$ 57.48
5 Year	5%	\$ 83,696.05	\$ 3,219.08	\$ 30.85	\$ 40.24	\$ 46.28	\$ 60.36
10 Year	7%	\$ 85,296.72	\$ 3,280.64	\$ 31.44	\$ 41.01	\$ 47.16	\$ 61.51
15 Year	9%	\$ 86,870.26	\$ 3,341.16	\$ 32.02	\$ 41.76	\$ 48.03	\$ 62.65
20 Year	14%	\$ 90,858.37	\$ 3,494.55	\$ 33.49	\$ 43.68	\$ 50.24	\$ 65.52
FIREFIGHTER/PARAMEDIC & ENGINEER*							
Probationary		\$ 59,523.22	\$ 2,289.35	\$ 21.94	\$ 28.62	\$ 32.91	\$ 42.93
1 Year		\$ 68,611.77	\$ 2,638.91	\$ 25.29	\$ 32.99	\$ 37.94	\$ 49.48
2 Year		\$ 73,657.95	\$ 2,833.00	\$ 27.15	\$ 35.41	\$ 40.73	\$ 53.12
3 Year	Base	\$ 81,254.35	\$ 3,125.17	\$ 29.95	\$ 39.06	\$ 44.93	\$ 58.60
5 Year	5%	\$ 85,323.85	\$ 3,281.69	\$ 31.45	\$ 41.02	\$ 47.18	\$ 61.53
10 Year	7%	\$ 86,951.65	\$ 3,344.29	\$ 32.05	\$ 41.80	\$ 48.08	\$ 62.71
15 Year	9%	\$ 88,579.45	\$ 3,406.90	\$ 32.65	\$ 42.59	\$ 48.98	\$ 63.88
20 Year	14%	\$ 92,621.82	\$ 3,562.38	\$ 34.14	\$ 44.53	\$ 51.21	\$ 66.79
CAPTAIN							
3 Year	Base	\$ 95,714.64	\$ 3,681.33	\$ 35.28	\$ 46.02	\$ 52.92	\$ 69.02
5 Year	5%	\$ 100,489.52	\$ 3,864.98	\$ 37.04	\$ 48.31	\$ 55.56	\$ 72.47
10 Year	7%	\$ 102,415.75	\$ 3,939.07	\$ 37.75	\$ 49.24	\$ 56.63	\$ 73.86
15 Year	9%	\$ 104,341.98	\$ 4,013.15	\$ 38.46	\$ 50.16	\$ 57.69	\$ 75.25
20 Year	14%	\$ 109,116.86	\$ 4,196.80	\$ 40.22	\$ 52.46	\$ 60.33	\$ 78.69

Notes: All payroll calculations are made based upon each employee's hourly rate of pay. Other figures are for informational purposes only.

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: July 9, 2017

SPONSORING DEPARTMENT: Public Works

SUBJECT: Presentation, discussion, update, and direction regarding Downtown Wayfinding Signage, as requested by the Public Works Department.

RECOMMENDATION/MOTION: Potential direction on Downtown Wayfinding Signage Bids.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; Goal 4. Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington

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 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 5e. More attractive city: commercial areas and neighborhoods; Objective 6a. More beautiful, clean Downtown area; Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: City Staff has been asked to give an update on Downtown Wayfinding Signage following the approval of the teal historical design and subsequent change order in December 2017. Staff went through the bidding process for the wayfinding portion of the signage project. Even though a number of companies took out plans, there were no bidders. Staff is moving forward with bidding the entire project (wayfinding and gateways) this summer. If a company bids on the project and the bid is accepted, Council will need to approve a budget amendment to use funds originally budgeted in FY 18 and carry them over to FY 19 to pay for the entire project rather than portions of the project. The estimated total for the remaining costs (\$446,928.90) has not changed. Additional information is available below.

Timeline

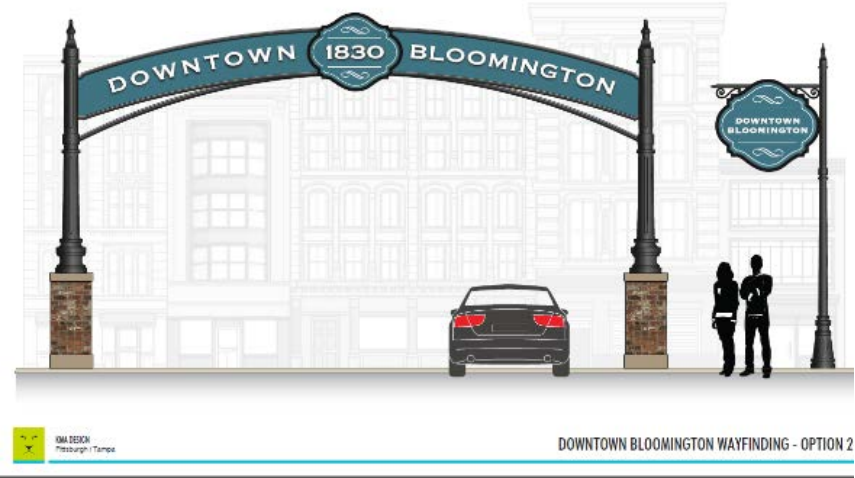
On August 24, 2015, the Bloomington City Council adopted the 2035 Comprehensive Plan, which was developed from an intensive community engagement process. The Plan identifies Downtown Bloomington as a core attraction for employment, specialty retail, innovative mixed uses, and cultural and entertainment uses. The Plan highlights many strengths of Downtown Bloomington including its history, architecture, and nightlife. However, a salient theme emerged during the outreach process: *there is a clear lack of understanding in the community regarding the boundaries*

of Downtown. The Plan recommends unified marketing and branding for the Downtown district and the creation of signage and wayfinding installations.

On August 22, 2016 the City Council approved a contract with Kerestes Martin Associates Inc. (aka KMA Design), a reputable design firm from Pittsburg, PA, in the amount of \$62,190.00 (Purchase Order # 20170182) to provide wayfinding and branding design services focused on improving navigation to and around Downtown Bloomington. The Downtown Signage Committee along with City staff has met numerous times working with the consultant to develop a plan for wayfinding, branding and gateways for the downtown. KMA Design surveyed residents and determined strategic locations for wayfinding signage and gateway installations. The survey results aligned with the findings from the Comprehensive Plan specifically the need for a unified, clear message. Additionally, the survey reinforced Downtown Bloomington’s biggest strengths as its history, architecture, nightlife and arts scene.

On September 27, 2016, KMA Designs held a public meeting and open forum at the Bloomington Center for the Performing Arts. KMA also distributed surveys at the meeting and online. 70 residents and visitors responded to the survey. On November 1, 2017 another open house public meeting was held at the McLean County Museum of history to gather additional feedback on the three conceptual designs. In addition, the three options were on display at City Hall, Illinois Wesleyan University, The Snyder Companies main office, and the Monroe Building/Fox and Hounds public lobby during the month of November. This information was also made available on City’s website, where people could vote on their preferred option. The final results showed support for the historical option with a teal background color.

On December 11, 2017, KMA Design presented the results and a proposal to use a rendering of Option 2 with a brick base rather than a stone base. In addition, lighting would be added to the archway sign. These recommendations are based on the feedback received during the public input period as well as the recommendation from the Downtown Signage



Committee. This wayfinding concept incorporates a blend of decorative styles and features, much like the buildings and existing streetscape in Downtown. The brick base matches the aesthetic of Downtown better than the original stone design.

The unified appearance of the recommended signs remind patrons that they have arrived at Bloomington's historic, safe, and friendly downtown destination. The positive financial impacts of implementing a unified marketing and wayfinding concept for Downtown are tangentially related to the initial investment. Many direct benefits of the marketing campaign exist, such as improved sense of community and place. In addition,

Staff temporarily installed a mockup of a wayfinding sign on the right side of East Street between Front Street and Washington Street in order for the public to see how the signs will look once they are installed. This is not the permanent location or mounting method for the sign.



On December 18, 2017, council approved a change order to pay KMA Design to create construction documents in preparation for bidding and field services. The cost for providing these additional services was limited to \$28,095.10. A total amount of \$250,000 was included in the FY 2018 budget to begin the installation of signs in the downtown. However, this amount was not automatically carried over to FY 2019. Parks spent \$24,976 on Downtown Streetscape items such as bike racks, benches and trash receptacles in FY 18. After this change order was approved, \$196,928.90 remained available for a portion of the construction and installation costs for the signs.

KMA completed the plans and specifications, and the proposed wayfinding work was publicly bid in April 2018. Even though there were a number of plan holders, the City did not receive any bids on the contract. Staff opinion is that, as the project is unique in scope, that bidders may have needed more time or a different bidding period in order to take part in the bidding process. The project will be put out to bid again this summer. This time, however, the entire project (wayfinding and gateways) will be included in the bid documents.

Once the bidding process is concluded, Council will need to award a contract before actual sign installation can begin. In addition, Council will need to approve an amendment to the FY 19 budget to carry over the FY18 budget and combine it with the FY 19 budget for construction and installation of the downtown signage. The remaining amount from FY 18 was \$196,928.90. The budgeted amount for FY 19 is \$250,000. The remaining estimated cost is \$446,928.90.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Members of the Downtown Signage Committee and the public were involved throughout the development of the proposed downtown wayfinding signage. Additional information can be found in the Background section.

FINANCIAL IMPACT: N/A.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, P.E., City Engineer
Michael Hill, Miscellaneous Technical Assistant

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Presentation Downtown Wayfinding



DOWNTOWN

1830

BLOOMINGTON

Downtown Wayfinding Signage Update

DAVID PARK, DOWNTOWN SIGNAGE COMMITTEE CHAIRMAN

JULY 9, 2017

Timeline Since December 2017

- December 2017
 - Council approved teal historical signage with a brick base and backlighting, and a change order for KMA Design to create bid documents
 - Public Works temporarily installed a sign on East St
- April 2018
 - Public Works sent wayfinding part of the project out to bid
 - Though there were several plan holders, Public Works did not receive any bids
- Public Works plans to bid the entire project this summer



Approved Designs

DOWNTOWN WAYFINDING SIGNAGE UPDATE





KMA DESIGN
Pittsburgh / Tampa

DOWNTOWN BLOOMINGTON WAYFINDING - OPTION 2



KMA DESIGN
Pittsburgh / Tampa

DOWNTOWN BLOOMINGTON WAYFINDING - OPTION 2



KMA DESIGN
Pittsburgh / Tampa

DOWNTOWN BLOOMINGTON WAYFINDING - OPTION 2



KMA DESIGN
Pittsburgh / Tampa

DOWNTOWN BLOOMINGTON WAYFINDING - OPTION 2



KMA DESIGN
Pittsburgh / Tampa

DOWNTOWN BLOOMINGTON WAYFINDING - OPTION 2



KMA DESIGN
Pittsburgh / Tampa

DOWNTOWN BLOOMINGTON WAYFINDING - OPTION 2

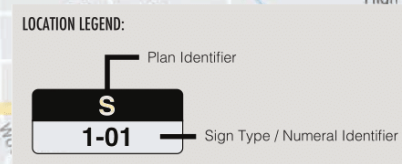
Proposed Locations

DOWNTOWN WAYFINDING SIGNAGE UPDATE





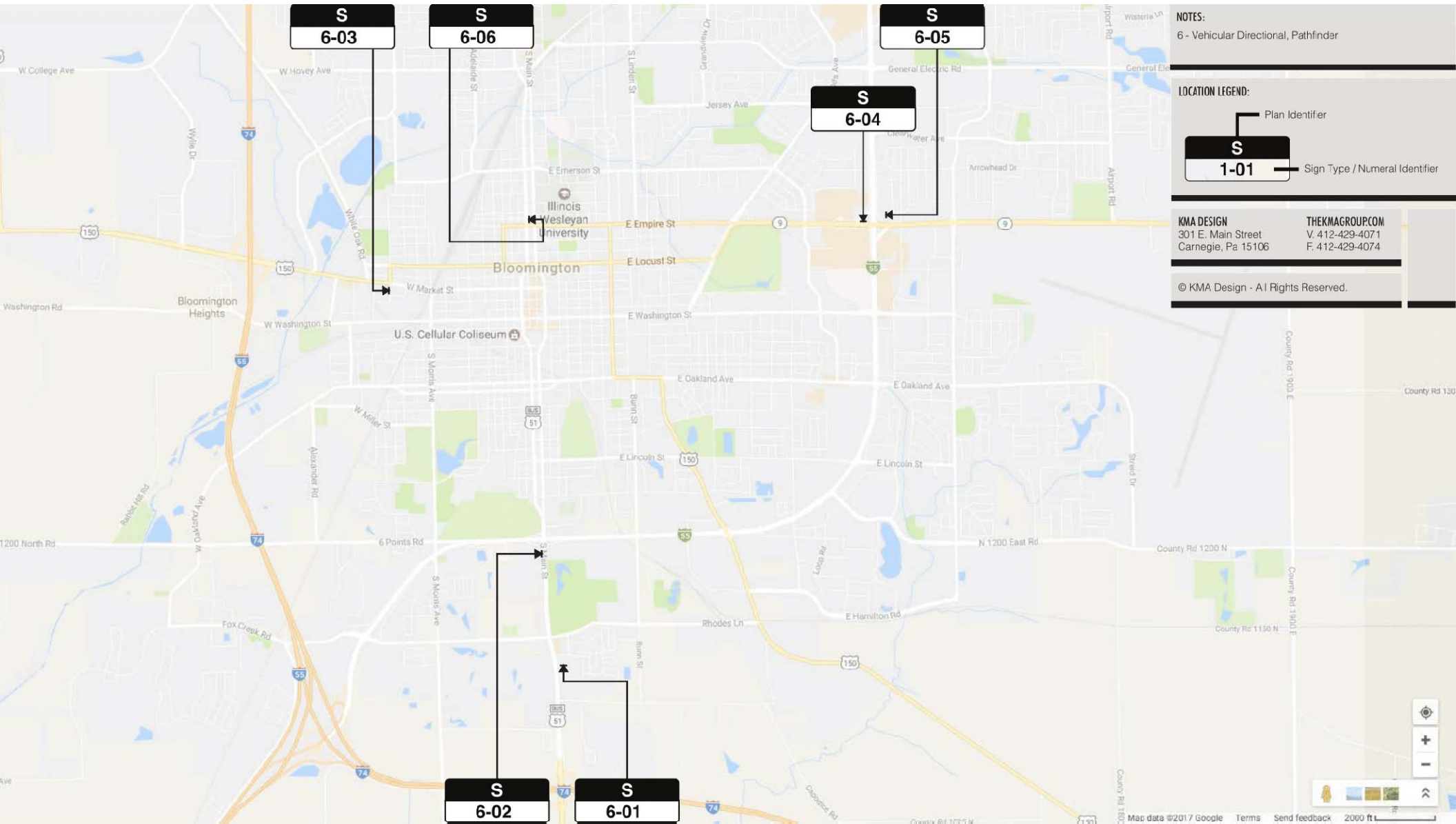
- NOTES:**
- 3 - Downtown Gateway
 - 4 - Vehicular Directional, Single Panel
 - 5 - Vehicular Directional, Double Panel
 - 7 - Vehicular Directional, Parking
 - 12 - Pedestrian Kiosk



KMA DESIGN
 301 E. Main Street
 Carnegie, Pa 15106



THEMAGROUP.COM
 V. 412-429-4071
 F. 412-429-4074

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NOTES:
 6 - Vehicular Directional, Pathfinder

LOCATION LEGEND:

 Plan Identifier
 Sign Type / Numeral Identifier

KMA DESIGN
 301 E. Main Street
 Carnegie, Pa 15106

THEMAGROUP.COM
 V. 412-429-4071
 F. 412-429-4074

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PEDESTRIAN KIOSKS NEAR PARKING GARAGES

NOTES:

- 2 - City Information LED
- 8 - Downtown Gateway Arch

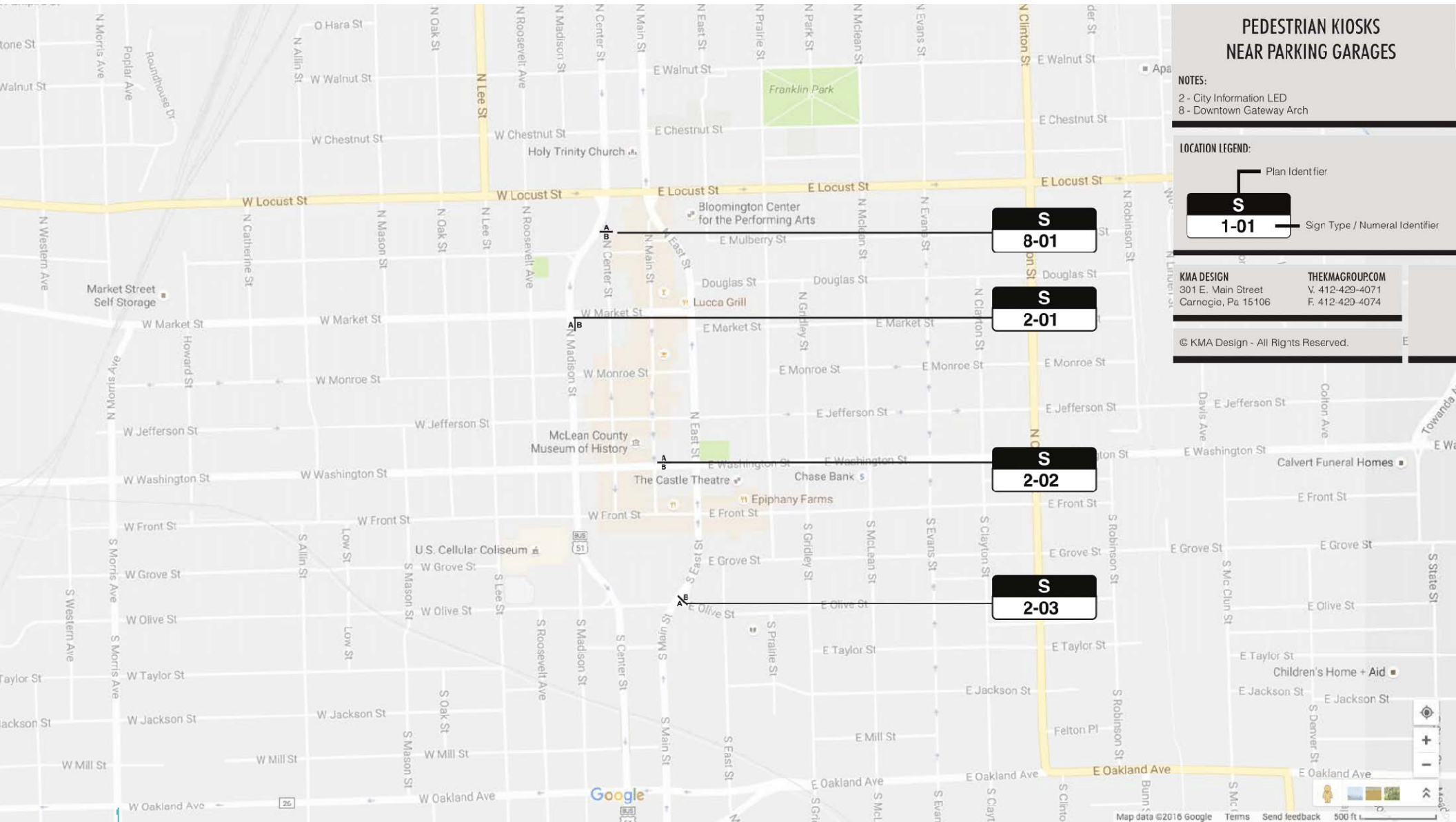
LOCATION LEGEND:



KMA DESIGN
301 E. Main Street
Carnegie, Pa 15106

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REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Community Development – Office of Economic Development

SUBJECT: Consideration of a Resolution approving a Memorandum of Understanding between the City and the Bloomington-Normal Convention & Visitors Bureau (BNCVB) for the BNCVB to provide Economic Development Services in the amount of \$475,000 during the City's Fiscal Year 2019, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Resolution approving the Memorandum of Understanding between the City and the Bloomington-Normal Convention & Visitors Bureau 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; 3. Grow the Local Economy; 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: 1E. Partnering with others for the most cost-effective service delivery; 3A. Retention and growth of current local businesses; 3B. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3D. Expanded retail businesses; 3E. Strong working relationship among the City, businesses, economic development organizations; 6C. Downtown becoming a community and regional destination.

BACKGROUND:

Introduction:

The Bloomington Normal Area Convention and Visitors Bureau (BNCVB) is the State of Illinois certified CVB for McLean County. The BNCVB was established in the winter of 2002/2003. There are currently 40 CVBs statewide that have been certified by State of Illinois Department of Commerce and Economic Opportunity (DCEO) Office of Tourism. To be a certified CVB, funding from one or more units of local government is required. Certified CVBs are eligible to receive matching funds from DCEO's Local Tourism and Convention Bureau Grant Program (LTCB).

The City of Bloomington (the "City"), the Town of Normal (the "Town"), and McLean County (the "County") entered into a five (5) year intergovernmental agreement to establish the BNCVB in November/December 2002. The IGA was renewed and extended in December 2007 for a period of ten (10) additional years, commencing on January 1, 2008 and terminating on January 1, 2018. Payments have been made by the City to the BNCVB through the end the City's Fiscal Year 2018 to fulfill the City's commitment to the BNCVB under the now expired agreement.

It has been over ten (10) years since the City's funding for the BNCVB has been considered by the City Council. During that time, multiple tourism related developments have occurred in both the City and Town and the LTCB grant program has been modified by the State Legislature.

State Funding for CVBs:

On an annual basis, after the General Assembly adopts the State's budget, the total amount of funds that the DCEO Office of Tourism can provide in statewide LTCB grants is set, then the appropriation for the 39 certified CVBs located outside the City of Chicago is allocated.

In order for certified CVBs to receive LTCB grant funding, a local match of the LTCB grant award is required. Prior to 2012, the local match was required by law to be 100% of the LTCB grant award. If local matching funds were less than the potential grant allocation, the grant would be reduced accordingly. In the summer of 2012, the Illinois General Assembly modified the LTCB program to only require a 50% local match (IL SB3802, 97th General Assembly, Public Act 97-0732). This change to the LTCB program was designed to assist smaller CVBs with limited local financial support obtain larger LTCB grants. The change also enabled larger communities to reallocate a portion of funds that had been directed to their local CVB to other tourism initiatives while still supporting their local CVBs at a level that enabled those CVBs to receive the maximum potential LTCB grant. Based on City staff's analysis of the City's past funding for the BNCVB, it would appear that the City's funding of the BNCVB has not been significantly modified since the change to the LTCB program went into effect.

For the State's Fiscal Year 2017, the BNCVB was awarded a LTCB grant of \$363,144 which would have required a local match of at least \$181,572 for the BNCVB to be eligible to receive its entire potential allocation. During that award year, the BNCVB received \$693,000 in local support: \$475,000 from the City and \$218,500 in funding from the Town.

Local Funding for the BNCVB:

When the City and Town first established a Local Hotel/Motel Tax to support the BNCVB, both the City and the Town allocated 100% of their respective Local Hotel/Motel Taxes to support the BNCVB. The City's Local Hotel/Motel Tax was first imposed in 1994 at a rate of 1%. As the number of hotel rooms in the City and Town increased, and the amount of Local Hotel/Motel Tax revenues increased, it was determined by the leaders of both the City and the Town that their respective annual contributions to the BNCVB should no longer be directly tied to the Local Hotel/Motel Tax rate, but rather, should be limited to a defined dollar amount annually. This change brought stability to the BNCVB's local funding stream, improved budget planning for the municipalities, and permitted the municipalities to independently allocate the entirety of their respective Local Hotel/Motel Tax revenues to their respective General Funds to fund tourism in addition to other obligations including public safety and infrastructure.

Today, both the City and the Town each independently impose a 6% local Hotel/Motel Tax which is deposited into each municipalities' General Fund. In Fiscal Year 2017, the City's 6% Hotel/Motel Tax generated \$1,705,025 in unrestricted revenue for the City while the Town's 6% Hotel/Motel Tax generated \$1,269,262 in unrestricted revenue for the Town. During the City's and Town's

Fiscal Year 2017, the City provided \$475,000 in funding to the BNCVB while the Town provided \$218,500.

The City's adopted FY2019 budget allocates \$475,000 in funding to support the BNCVB subject to City Council approval. The Town's FY2019 adopted budget allocates \$109,250 to support the BNCVB, a 50% reduction compared to the Town's FY2018 budget allocation of \$218,500.

Local Developments:

The *Cruisin' with Lincoln on Route 66 Visitors Center* (the "Rt66VC") opened in April of 2015. In July 2016 the City Council approved an Intergovernmental Agreement between the City, BNCVB, and the McLean County History Museum (the "Museum") to support the Rt66VC. That IGA called for the City and BNCVB to make annual payments of \$50,000 (\$25,000 from the City and \$25,000 from the BNCVB) to the Museum over three years (2016, 2017, and 2018) to support the operations of the Rt66VC. (Note: The \$25,000 budgeted in line 10019170-75027 – "ECON DEV To Route 66 Visitors" in the City's adopted Fiscal Year 2019 budget provides for the third and final payment by the City to the Museum under this IGA.)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff has reviewed the proposed Memorandum of Understanding with the BNCVB.

FINANCIAL IMPACT: The City's Fiscal Year 2019 adopted budget includes a line item of \$475,000 for potential BNCVB funding. The proposed Memorandum of Understanding provides \$475,000 in funding for the BNCVB for the City's Fiscal Year 2019 via twelve (12) monthly payments of approximately \$39,583.33 per month. The payments are budgeted under the Economic Development-To Convention & Visitors Bureau account (10019170-75010). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Budget Overview & General Fund" on page 288.

COMMUNITY DEVELOPMENT IMPACT: The Economic Development and Arts, Culture, and History chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to the promotion of tourism:

ED-1. Ensure a broad range of employment opportunities for all residents.

ED-1.1 Focus on retention and expansion of existing businesses.

ED-1.2 Leverage community assets in attracting business.

ED-5 Enhance tourism based-economic development.

ED-5.1 Expand tourism attractions and destinations.

ACH-2 Increase the visibility of the Bloomington arts and cultural scene

ACH-2.1 Increase marketing efforts within and outside the region

ACH-4 Identify, conserve and preserve the City's heritage resources as a basis for retaining and enhancing strong community character and a sense of place

ACH-4.2 Promote cultural heritage tourism.

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Resolution
- Memorandum of Understanding between the City and the Bloomington-Normal Convention & Visitors Bureau

RESOLUTION NO. 2018 - ____

**A RESOLUTION APPROVING
A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BLOOMINGTON AND
THE BLOOMINGTON-NORMAL CONVENTION AND VISITORS BUREAU
FOR ECONOMIC DEVELOPMENT SERVICES**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”) is a duly organized and validly existing home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have determined that one of the City’s primary goals as a local unit of government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry and business in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Bloomington-Normal Convention and Visitors Bureau (herein the “*BNCVB*”) is an 501(C)(6) Illinois non-profit organization with a mission to enhance the region’s economic vitality, sustainability and Quality of Life by marketing McLean County as a compelling destination; and

WHEREAS, the BNCVB is identified as a partner to the City in the City’s implementation of the City’s Comprehensive Plan 2035 (adopted by the Corporate Authorities on August 24, 2015), and the BNCVB is also an integral partner with the City in carrying out many of the tasks outlined in the BN Advantage economic development strategy (endorsed by the Corporate Authorities on October 26, 2015); and,

WHEREAS, the Corporate Authorities desire for the BNCVB to perform certain Economic Development Services for the benefit of the City and for the surrounding community in furtherance of the City’s Comprehensive Plan 2035 and the BN Advantage economic development strategy, and;

WHEREAS, the BNCVB desires to provide the requested Economic Development Services for the Corporate Authorities, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Services in a Memorandum of Understanding (hereinafter “*MOU*”) which is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The recitals set forth above are incorporated herein as if fully set forth in this Section 1.

Section 2. That the MOU by and among the City of Bloomington, McLean County, Illinois, and the Bloomington-Normal Convention and Visitors Bureau, Bloomington, Illinois, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said MOU and the City Manager is hereby authorized to undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

ADOPTED this 9th day of July 2018.

APPROVED this _____ day of July 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**MEMORANDUM OF UNDERSTANDING DETAILING
THE ECONOMIC DEVELOPMENT SERVICES
TO BE PROVIDED FOR THE CITY OF BLOOMINGTON
BY THE BLOOMINGTON-NORMAL CONVENTION AND VISITORS BUREAU**

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2018, by and between the **CITY OF BLOOMINGTON, ILLINOIS**, an Illinois Home Rule Unit of local government (hereinafter “City”), and **THE BLOOMINGTON-NORMAL CONVENTION AND VISITORS BUREAU** (hereinafter “BNCVB”).

WHEREAS, the City is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the BNCVB is an 501(C)(6) Illinois non-profit organization organized as an independent legal entity for the purpose of promoting tourism and conventions in Bloomington-Normal and the surrounding area; and

WHEREAS, the City desires the BNCVB to perform Economic Development Services for the benefit of the City and for the surrounding community, and;

WHEREAS, the BNCVB desires to provide the requested Economic Development Services for the City, and;

WHEREAS, the City currently imposes a Tax Upon the Use and Privilege of Renting a Hotel or Motel Room, as imposed by Chapter 39, Article VIII, Section 25 through 31 of the Bloomington City Code (the “Hotel/Motel Tax”) the proceeds of which may be used for the purpose of promoting tourism; and

WHEREAS, the City has, in the past, shared a portion of its Hotel/Motel Tax receipts with the BNCVB for the purpose of promoting tourism and conventions; and

WHEREAS, the intergovernmental agreement between the City, the Town of Normal, McLean County, and the BNCVB (the “CVB IGA”) has expired. The CVB IGA originally commenced on January 1, 2003 and ran for a period of five (5) years. The CVB IGA ended on December 31, 2007 but was extended by the parties to that agreement to run for an additional ten (10) years, January 1, 2008 to January 1, 2018. The CVB IGA has thus expired and is no longer in force; and,

WHEREAS, the City desires to provide monetary support to the BNCVB through this MOU for the purpose of attracting tourism and conventions to the City and surrounding community; and

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Services in this Memorandum of Understanding (hereinafter “MOU”).

NOW, THEREFORE in consideration of the mutual promises and other good and valuable considerations set forth in this MOU, the parties agree as follows:

Section 1. The parties to this MOU are the City and the BNCVB.

Section 2. To enable the BNCVB to receive State and Federal funding, the City does hereby recognize the BNCVB as the official entity in the community, whose purpose it is to promote tourism, conventions and increase Hotel/Motel Tax revenue.

Section 3. As the official tourism promotion entity of the City, the BNCVB shall provide to the City, throughout the Term of this MOU, the Economic Development Services outlined in Exhibit A.

Section 4. The City agrees to financially support the BNCVB. The City's payments of financial support to the BNCVB shall be made per the schedule outlined in Exhibit B to this MOU.

Section 5. The BNCVB shall be responsible for all funds contributed to it pursuant to this MOU and shall keep books and records of all receipts and expenditures, which books and records shall be available for inspection by the City at all reasonable times. The BNCVB shall provide and pay for an annual independent audit of said books and records and a report thereof shall be made available upon request of the City.

Section 6. In the event the BNCVB ceases to exist for any reason, or fails to function during the term of this MOU, then the net proceeds contributed by the City and held by the BNCVB after payment of all outstanding debts shall be returned to the City. A final outside independent audit shall be made of the books and records of the BNCVB upon request by the City. The cost of the final audit shall be payable from contributions made by the City and any other local units of government in McLean County held by the BNCVB.

Section 7. This MOU shall be effective for a period of one (1) year (the "Term"), commencing on the date of its execution described above.

Section 8. General Terms & Conditions. The following general terms and conditions shall apply to this MOU:

A. Rights Cumulative. Unless expressly provided to the contrary in this MOU, each and every one of the rights, remedies, and benefits provided by this MOU shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

B. Governing Law. This MOU shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

C. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this MOU.

D. Interpretation. This MOU shall be construed without regard to the identity of the party who drafted the various provisions of this MOU. Moreover, each and every provision of this MOU shall be construed as though all parties to this MOU participated equally in the drafting of this MOU. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this MOU.

E. Amendments and Modifications. No amendment or modification to this MOU shall be effective until it is reduced to writing and approved and executed by all parties to this MOU in accordance with all applicable statutory procedures.

F. No Third Party Beneficiaries. No claim as a third party beneficiary under this MOU by any person shall be made, or be valid, against the parties.

G. Strict Performance. The failure of any party to this MOU to insist on strict performance of any covenant or condition of this MOU, or to exercise any right here-in contained, shall not be construed as a waiver of such covenant, condition or right.

H. Remedies. If, within 30 days after delivery of a default notice, the defaulting party fails to cure the default in accordance with the demand for performance set forth in the notice, the demanding party, without further notice, may resort to any and all remedies available at law or in equity, including specific performance.

I. Notices. Any notice required to be given under this MOU shall be served by certified mail, postage prepaid, delivery, fax (receipt confirmed), or overnight courier.

To the City:
City of Bloomington
109 E Olive St
Bloomington, IL 61701
Attention: City Manager

To the BNCVB:
Bloomington-Normal Area CVB
3201 CIRA Drive, Suite 201
Bloomington, IL 61704
Attention: Chief Executive Officer

[Signature Page to Follow]

IN WITNESS WHEREOF, the properly authorized Officers or Officials of the parties have hereunto set their hands and official seals on the dates hereafter acknowledged.

CITY OF BLOOMINGTON

By: _____ Dated: _____
Tari Renner, Mayor

Attest: _____
Cherry Lawson, City Clerk

BLOOMINGTON-NORMAL CONVENTION AND VISITORS BUREAU

By: _____ Dated: _____
Chairperson

Attest: _____
Secretary

Exhibit A

Economic Development Services to be provided by the BNCVB

The BNCVB shall provide the following Economic Development Services related to the promotion of tourism for the City:

The BNCVB shall devote its energies to tourism promotion of Bloomington-Normal and the surrounding area including, but not limited to, meetings, conventions, sports events, motorcoach visits and individual leisure visits for the purpose of increasing hotel overnight stays and day trips.

Activities of the BNCVB shall include, but not be limited to:

- A. Analyze the area's major attributes with the purpose of capitalizing on those characteristics;
- B. Serve as an information source to those inquiring about Bloomington-Normal and the surrounding area;
- C. Create and execute an annual marketing plan to include its mission statement, situation analysis, defined goals and objectives for all target markets, past results of promotional initiatives based on tracking of leads generated, booked business, overnight leisure stays, convention servicing endeavors, advertising responses, future advertising placements, and anticipated return on investment;
- D. Continue to provide convention services to meeting, event, and sports planners who have selected the Bloomington-Normal area as a destination and to communicate specific needs to Bloomington-Normal area businesses, City, and other government units when appropriate;
- E. Maintain and enhance existing relationships with Bloomington-Normal area hotels. Serve as a resource to Bloomington-Normal area merchants, restaurants, and other hospitality-related venues;
- F. Seek grants on all levels to assist in the funding of planned activities;
- G. Interface with other local, state and regional tourist and convention bureaus;
- H. Continue to assess the results of the BNCVB's work and provide annual written reports to the City Council.

Exhibit B

Schedule of Payments from the City to the BNCVB

The City operates on a May through April fiscal year calendar. The financial support payable to the BNCVB by the City shall be made per the below schedule for the City's Fiscal Year 2019:

1. May 2018:	\$	39,583.33
2. June 2018:	\$	39,583.33
3. July 2018:	\$	39,583.33
4. August 2018:	\$	39,583.33
5. September 2018:	\$	39,583.33
6. October 2018:	\$	39,583.33
7. November 2018:	\$	39,583.33
8. December 2018:	\$	39,583.33
9. January 2018:	\$	39,583.33
10. February 2018:	\$	39,583.33
11. March 2018:	\$	39,583.33
12. April 2018:	\$	39,583.37
TOTAL:	\$	475,000.00



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Community Development – Office of Economic Development

SUBJECT: Consideration of an Ordinance approving a Memorandum of Understanding between the City and Illinois Wesleyan University to support the Marketing and Redevelopment of the City and IWU properties in the 800 block of North Main Street, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Ordinance approving the Memorandum of Understanding between the City and Illinois Wesleyan University to support the Marketing and Redevelopment of the City and IWU properties in the 800 block of North Main Street be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City; Goal 6: Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods. Objective 6a . More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination.

BACKGROUND: On March 14, 2016, the City Council adopted Resolution 2016-08 which approved a contract to purchase three (3) acres of real estate located at 807 North Main Street (the “City Parcel”) from 3 Kirk Holdings, LLC for \$1,400,000. The City Parcel and two other adjacent parcels owned by Illinois Wesleyan University (the “IWU Parcels”) comprise 4.093 acres (the “Project Area”). The Project Area formerly housed the core of the Mennonite Hospital campus. The Project Area is prime for in-fill redevelopment along the heavily traveled Main Street / Business Route 51 / Historic Route 66 corridor between Downtown Bloomington and the Illinois Wesleyan University campus and is in close proximity to the Illinois State University Campus and the Advocate BroMenn Medical Center in Normal.

On May 16, 2016 the City Council adopted Ordinance 2016-45 which authorized PGAV, the City’s TIF consultant, to conduct a TIF Feasibility/Eligibility Study of the Project Area to support

the establishment of the potential North Main Street / Chestnut Street Redevelopment Project Area (the “Potential TIF District”). The City took possession of the City Parcel on November 2, 2016 after the seller’s completion of the demolition of the former medical building on the City Parcel as required in the purchase contract.

On November 28, 2016, PGAV presented the findings of the TIF Feasibility/Eligibility Study to the City Council. PGAV found that the Potential TIF District qualified for TIF as both a “conservation area” and a “blighted area.” The City Council then adopted Ordinance 2016-126 which authorized PGAV to proceed with drafting a Redevelopment Plan for the Potential TIF District. The TIF Feasibility/Eligibility Study is available on the City’s website: www.cityblm.org/TIF

City staff have listed the Project Area as being available for sale on the national commercial real estate marketing service CoStar.com. Staff have also held discussions with multiple developers about the Project Area. At this time, no formal development proposals are under consideration.

City officials have been in discussions with IWU officials since the summer of 2016 regarding the joint sale of the City Parcel and IWU Parcels. Both City staff and IWU representatives believe the timing is now right for a formal agreement between the two parties regarding the co-marketing of the Project Area. The proposed Memorandum of Understanding (MOU) details a list of potential developments which would be agreeable to both parties and establishes a timeline for the City-led marketing effort. After City Council approval of the proposed MOU, City staff would then initiate a request for proposals for a qualified commercial real estate brokerage firm which would then likely issue a formal request for proposals for the sale and private development of the Project Area.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Since the summer of 2016, City staff have discussed the Project Area with representatives from Illinois Wesleyan University, various private developers, local commercial real estate brokers, and residents of the nearby historic Franklin Park neighborhood.

FINANCIAL IMPACT: There is no immediate financial impact to the City as a result of approval of the proposed MOU. Funds are budgeted in the City’s Economic Development Professional and Technical Services account (10019170-70220) which can be used to engage with and assist a commercial real estate brokerage firm as the City Manager deems necessary to implement the MOU and better position the Project Area for private redevelopment. Stakeholders can locate this account in the FY2019 Proposed Budget Book titled “Budget Overview & General Fund” on page 288. The City’s costs related to the marketing of the Project Area are TIF-eligible costs for which the City could seek reimbursement if the Potential TIF District is ultimately established.

COMMUNITY DEVELOPMENT IMPACT: The 800 block of North Main Street is identified Comprehensive Plan 2035 as a “Tier 1 Development Priority” (Figure 1-3 map, page 20). Redevelopment of this block would further the following goals and objectives of the Comprehensive Plan 2035:

Goal ED-4 Enhance the image of Bloomington as a business friendly community.
ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments

ED-4.4 Evaluate commercial land use needs in the context of changing economic trends

ED-4.5 Identify and reduce barriers for local growth and economic development

Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

D-1.1 Strengthen business recruitment and retention activities

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors

D-1.4 Develop a wide variety of Downtown housing options

Goal D-2 Market and promote the unique brand and image of Downtown Bloomington.

D-2.1 Identify and designate gateways to Downtown [North Main Street]

Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.

D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods

D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel
Kathleen Field Orr, Special Counsel to the City

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance
- Memorandum of Understanding

ORDINANCE NO. 2018 – ____

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN ILLINOIS WESLEYAN UNIVERSITY
AND THE CITY OF BLOOMINGTON, ILLINOIS
TO SUPPORT THE MARKETING AND REDEVELOPMENT
OF THE PROPERTIES IN THE 800 BLOCK OF NORTH MAIN STREET**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”) is a duly organized and validly existing home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, by the adoption of Resolution 2016-08 on March 14, 2016, the Mayor and City Council of the City (the “Corporate Authorities”) determined it to be in the best interest of the City and its residents for the City to acquire three (3) acres of real estate located at 807 North Main Street (the “City Parcel”) for future commercial development; and,

WHEREAS, Illinois Wesleyan University, Bloomington, Illinois (“IWU”) is the owner of two parcels of real estate (the “IWU Parcels”), which when taken together, comprise approximately 1.093 acres, and are located adjacent to the City Parcel; and

WHEREAS, the combination of the City Parcel and the IWU Parcels represents an approximately 4.1 acre infill redevelopment site in the 800 block of North Main Street (the “Project Area”) which was the site of Mennonite Hospital from 1920 to 1997; and

WHEREAS, the Corporate Authorities adopted Ordinance 2016-45 on May 16, 2016 which authorized PGAV, the City’s Tax Increment Financing (“TIF”) consultant, to conduct a TIF feasibility study of the Project Area to support the establishment of the potential North Main Street / Chestnut Street Redevelopment Project Area (the “Potential TIF District”); and,

WHEREAS, on November 28, 2016, PGAV presented the findings of the feasibility study to the Corporate Authorities, determining that the Potential TIF District qualified for TIF as a “conservation area” and a “blighted area” (pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended) and the Corporate Authorities then adopted Ordinance 2016-126 which authorized PGAV to proceed with drafting a Redevelopment Plan for the Potential TIF District; and,

WHEREAS, the Corporate Authorities now find it to be in the best interest of the City and its residents for the City and IWU to partner in the marketing effort of the Project Area to attract a significant commercial development which would eliminate the blighting conditions which still remain to this day.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this section.

Section 2. The attached Memorandum of Understanding between the City and IWU to support the marketing and redevelopment of the properties in the 800 block of North Main Street (the “MOU”) is hereby approved and the City Manager is hereby authorized to execute and deliver any and all documents as deemed necessary to implement the terms of the MOU.

Section 3. The City Manager is hereby directed to and authorized to undertake such additional studies and obtain such additional professional and legal services as deemed necessary by the City Manager in furtherance of the marketing of the Project Area.

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

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED this 9th day of July 2018.

APPROVED this _____ day of July 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

**Memorandum of Understanding Between
Illinois Wesleyan University and the City of Bloomington, Illinois
to Support the Marketing and Redevelopment of the
Properties in the 800 Block of North Main Street
(Former Mennonite Hospital Redevelopment Project Area)**

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between Illinois Wesleyan University (“IWU”) and the City of Bloomington, Illinois (“City”) (together the “Parties”) pursuant to which requests for proposals will be solicited by the City for the redevelopment of certain properties as defined in Exhibit A (the “Project Area”) which are owned and exclusively controlled by IWU and the City, respectively, and which, when taken together, comprise approximately 4.093 acres in the 800 block of North Main Street in the City of Bloomington.

A. Background

1. The Parties feel that it would be mutually beneficial to encourage the redevelopment of the Project Area.
2. Since the Project Area includes parcels owned by the Parties respectively, the Parties believe that it is desirable to jointly seek redevelopment proposals for the Project Area and that the issuance of a Request For Proposals (“RFP”) is the preferred method for soliciting said proposals.
3. The Project Area is located within the study area for the potential North Main Street / Chestnut Street Tax Increment Finance District (“TIF District”) north of downtown Bloomington. If the proposed TIF District is established by the City, then the redevelopment of the Project Area may be eligible for redevelopment incentives from the City which are available to the City by the TIF Act.
4. The majority of the parcel in the Project Area owned by the City (the “City Parcel”) is comprised of a grass area. This grass area was the former site of a medical building, which was originally the core of the former Mennonite Hospital complex, but has recently been demolished. The remainder of the City Parcel is currently improved with an asphalt parking lot (the “City Parking Lot”). The City Parcel totals approximately 3 acres.
5. The two parcels in the Project Area owned by IWU (the “IWU Parcels”) are currently improved with a parking lot (the “IWU Parking Lot”), a former dormitory building, and a former long-term healthcare facility (collectively, the “IWU Buildings”). The IWU Parking Lot and IWU Buildings were all a part of the former Mennonite Hospital complex. The IWU Buildings are currently vacant and are scheduled to be demolished by IWU in the near future. The IWU Parcels total approximately 1.093 acres.

6. The RFP process is intended to identify redevelopment options that will ensure the planned and cohesive redevelopment of the Project Area for the benefit of both the City and IWU.

B. Purpose

1. This MOU outlines a process for the creation, issuance, and review of an RFP for the redevelopment of the Project Area.
2. The RFP will be jointly created and approved by representatives of both the City and IWU prior to public issuance.
3. The City will be responsible for all expenses associated with the creation and issuance of the RFP as well as the vetting of any responses / proposals from private developers. The City will make reasonable and appropriate efforts to make the RFP publically and broadly available to potentially interested parties.
4. The RFP will specify that proposals should conform to the following general guidelines:
 - i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.
 - ii. Proposals should be transit-oriented and pedestrian friendly.
 - iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area.
 - iv. Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.
 - v. Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.
5. Notwithstanding the aforesaid general guidelines, the Parties reserve the right to jointly consider and, where appropriate, approve projects proposed in response to the RFP which may not necessarily meet each of the aforesaid general guidelines.
6. The RFP will be issued no later than December 31, 2018 and will be open for not less than one month.

C. Reporting

1. IWU will make available to the City any and all information about the IWU Parcels that both the City and IWU jointly deem necessary for the formation of the RFP.
2. The City will make available to IWU any and all information about the City Parcel that both the City and IWU jointly deem necessary for the formation of the RFP.
3. The RFP shall direct that responses to the RFP be submitted in duplicate original and be tendered to the City. The City will promptly provide IWU with a copy of each proposal submitted in response to the RFP. The Parties will keep this information confidential while the RFP responses are under review.

D. Use of The Parking Lots

1. As the IWU Parking Lot and the City Parking Lot are adjacent and interconnected, and, until such a time as a redevelopment of the Project Area commences, it would be beneficial to both the City and IWU for these parking lots to be used by members of the public attending events at the IWU campus or at nearby City-owned facilities. Therefore, IWU and the City agree that both Parties may make use of either Parties' Parking Lot at any time and for any purpose throughout the term of this MOU.
2. The City, at its option and cost, may cause for improvements to be made to the IWU Parking Lot, including, but not limited to, restriping or patching. Any improvements made by the City to the IWU Parking Lot shall be approved by IWU in a writing prior to being made by the City or the City's contractor.
3. The City, at its option and cost, may cause for the removal of snow or other debris from the IWU Parking Lot in order to make both parking lots available for use.
4. The Parties further agree that either party will be responsible for insurance and all other maintenance of its respective parking lot throughout the term of this MOU.
5. IWU hereby grants the City access to the IWU Parcels for the forgoing purposes.

E. IWU Buildings

1. The IWU Buildings are currently registered under the City's Neighborhood Perseveration Ordinance (NPO). IWU agrees to maintain the IWU Buildings in accordance with the NPO.
2. To better prepare the site for redevelopment, IWU commits to commence the demolition of the IWU Buildings prior to the sale or transfer of the IWU Parcels. IWU shall secure appropriate permits and approvals from the City prior to commencement of the demolition.

IWU shall be responsible for all costs associated with the demolition of the IWU Buildings. The City will cooperate with IWU in providing access to the IWU Parcels from the City Parcel. IWU shall be responsible for costs associated with restoration of the City Parcel after the completion of the demolition of the IWU Buildings.

F. Duration

1. This MOU is at-will and may be modified by mutual consent of authorized officials from the City and IWU.
2. This MOU shall be effective upon signature by the authorized officials from the City and IWU and will remain in effect until modified or terminated by any one of the Parties by mutual consent.
3. In the absence of mutual agreement by the authorized officials from the City and IWU this MOU shall end on December 31, 2020.
4. Nothing in this MOU shall be deemed, construed or interpreted as binding either Party to undertake any form of redevelopment of the Project Area or any part thereof. Likewise, nothing herein shall be deemed, construed or interpreted as prohibiting either Party from independently undertaking redevelopment of that Party's owned parcels. Neither Party shall be deemed bound to enter into an agreement to undertake or participate in any redevelopment project unless and until both Parties agree to all terms and conditions of any such redevelopment project and all such terms and conditions have been reduced to a separate writing which is signed by the Parties.

[Signature page to follow]

IN WITNESS WHEREOF, the City and IWU have caused this MOU to be executed by their duly authorized officers or manager(s) as of the date set forth below.

City of Bloomington, McLean County, Illinois

By: _____
Steve Rasmussen, Interim City Manager

ATTEST

By: _____
Cherry Lawson, City Clerk

Date: _____

Illinois Wesleyan University

By: _____

Date: _____

ATTEST

By: _____

Date: _____

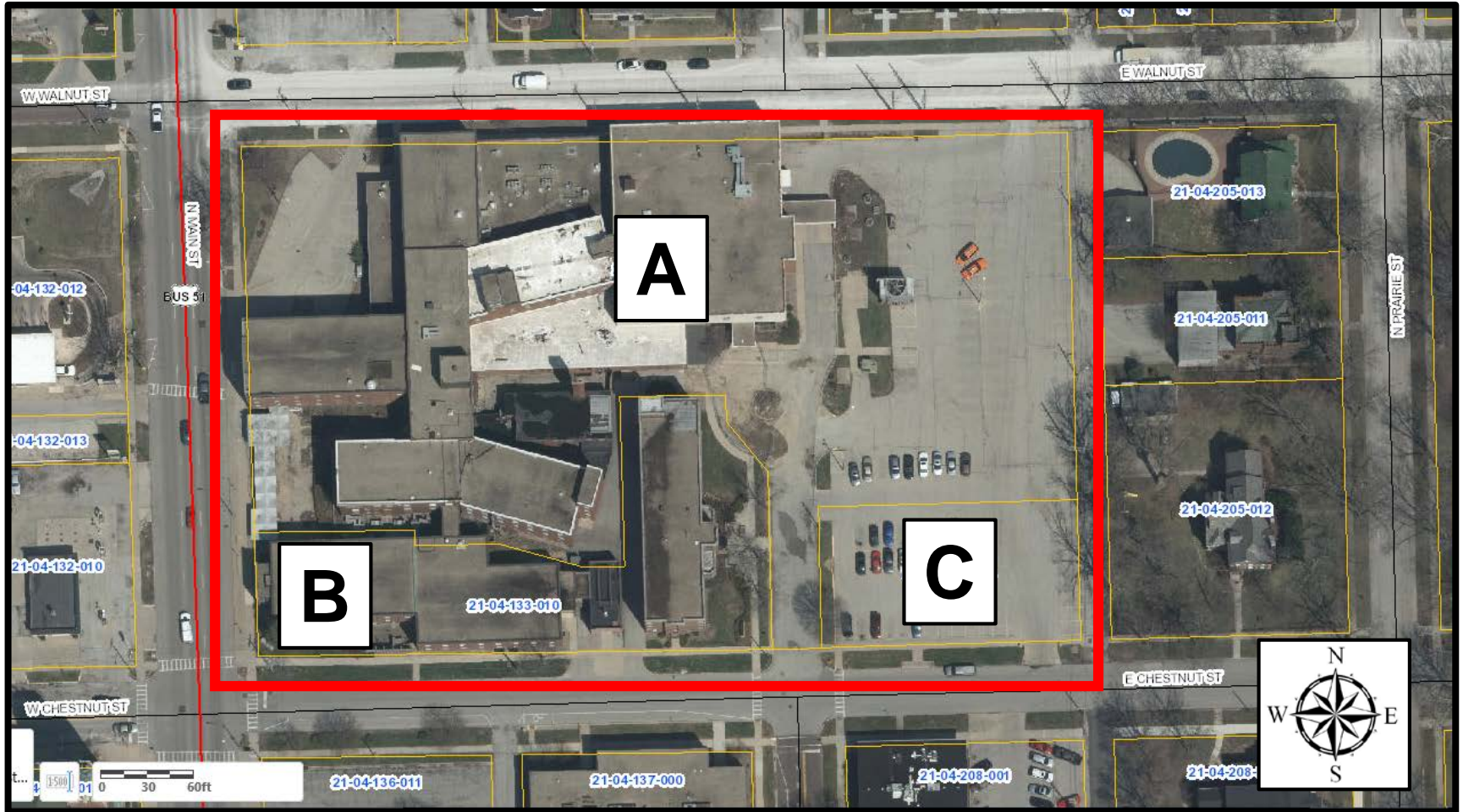
[Exhibit A follows this page and is an integral part of this MOU in the context of use.]

Exhibit A

[Exhibit A – Former Mennonite Hospital Redevelopment Project Area Map Attached]

Exhibit A

Former Mennonite Hospital Redevelopment Project Area



Parcel	PIN	Owner	Acres
A	21-04-133-009	City of Bloomington	3.00
B	21-04-133-010	Illinois Wesleyan University	.738
C	21-04-205-014	Illinois Wesleyan University	.355



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: July 9, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase of two (2) pieces of equipment required for one (1) Automated Refuse Truck from Key Equipment and National Auto Fleet Group, using the National Joint Powers Alliance Joint Purchasing Contract, in the amount of \$352,804, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The purchase of the two (2) pieces of equipment required for one (1) automated refuse truck: (one (1) Labrie Expert (T) 2000 Helping Hand Dual Arm Automated Side Loader body from Key Equipment, using the National Joint Powers Alliance (NJPA) (Contract #112014-LEG, expires 12/16/18), in the amount of \$179,202, and one (1) 2018 Crane Carrier model LDT2-30 chassis from National Auto Fleet Group in the amount of \$179,356, using the National Joint Powers Alliance (NJPA) (Contract #081716-NAF, expires 11/15/20), for a total of \$352,804, be approved, and the Procurement Manager be authorized 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: Public Works is recommending the purchase of one (1) automated refuse truck in the amount of \$352,804. The Solid Waste Division of Public Works has one 2012 Crane Carrier LGT2-26 Automated Refuse Trucks that is due for replacement this fiscal year. The unit has 62,122 miles and 6,423 hours. Recent mechanical issues have involved the brakes, packer cylinders, hopper worn thru, engine exhaust regeneration, engine electrical, body electrical, camera system, air system, steering, arm bushings and pins, and hydraulic control system. Total maintenance cost to date is \$99,155.45.



The Solid Waste Division collects household refuse, bulk waste, brush, and leave. This unit is used daily to pick up refuse and recycle in the automated solid waste program. The Division will retain the replaced unit as a backup when the aging primary units are down for maintenance or repairs.

National Joint Power Alliance (NJPA) is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts. The City has been a member for several years and has made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Solid Waste Division of the Public Works Department has budgeted \$332,800.00 for the purchase of the unit in the Capital Lease-Capital Outlay Licensed Vehicle account (40110139-72130). The new unit will cost \$352,804. Since the lease is not executed until FY 2020, the additional \$20,004 will be added to the lease when executed, and other purchases amended if necessary. This purchase was approved as an amendment to the Proposed Budget, and included in the Adopted Budget. Stakeholders can locate information related to this amendment on Exhibit 1C of the April 9, 2018 Budget Adoption Council Memo. Details will be included in the FY 2019 Adopted Budget Book, which is being finalized at this time.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Kronen, Superintendent of Fleet Maintenance

Reviewed By: Jim Karch, P.E. MPA, Director of Public Works
Michael Hill, Miscellaneous Technical Assistant

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Proposal Automated Refuse Truck Replacement Unit
- Quote Automated Refuse Truck Replacement Unit
- Presentation Automated Refuse Truck Replacement Unit



Corporate Office
 P.O. Box 2007
 Maryland Heights, MO 63043
 314-298-8330

Branch Office
 P.O. Box 11035
 Kansas City, KS 66111
 913-371-8260

Branch Office
 P.O. Box 692109
 Tulsa, OK 74169
 918-809-8011



March 9, 2018

Mr. Rob Kronen
 City of Bloomington
 109 East Olive Street
 Bloomington, Illinois 61701

Dear Rob,

Key Equipment is pleased to provide an NJPA Proposal for a 33 CY Labrie Expert(t) 2000 Dual Helping Hand Automated Side Loader per NJPA Contract # 112014-LEG.

Key Features Include:

- 6 cubic yard, partially enclosed hopper
- Joystick controls for operation of Helping Hand
- Denison dual front pump hydraulic system (T6DC)
- Large Cleanout Doors
- Low Dumping Height
- Split hopper Dutch door (RH & LH side)
- Tapered Body

33 Cubic Yard Expert(t) 2000 Helping Hand	\$124,110.00
Helping Hand: LH-side, including split hopper Dutch doors	32,600.00
Tank-Hydraulic tank in drop section-65 gallon	1,770.00
Tank-Main fuel tank in drop section-65 gallon	2,120.00
Grabber counting device: counts number of carts dumped	240.00
Grabber with bolted rubber blocks ILO straps	520.00
Spill shield: installed behind grabber	330.00
Auxiliary Arm Controls	1,780.00
Long Reach Extension	3,440.00
Packer Cylinders Hydraulic Regeneration	1,660.00
Multifunction Lights Package	940.00
Work Light Kit: Triple	870.00
Ground Level Grease points: for tailgate & hopper door hinges	1,080.00
Central Grease point for follower panel rollers	780.00
Central grease point for packer shoes and rails	420.00
Clean Out Tools	<u>270.00</u>
NJPA Contract Price	\$172,930.00
NJPA Discount	<u>-3,458.60</u>
NJPA Discounted Price	\$169,471.40

Zone Defense Quintuple Camera System w programming \$ 4,086.60

Freight \$ 2,794.00

PDI, Training, Installation

\$ 2,850.00

Total Invoice Amount, F.O.B. Bloomington, IL
2018 Crane Carrier LDT2
2017 EPA Emissions

\$179,202.00*

Price for Labrie Body Only

Body mounted by Labrie.

*Price does not include FET, sales tax and/or use taxes. It does includes startup and training by Key Equipment & Supply Company personnel.

Thank you for your consideration of Key Equipment & Supply Company and the Labrie Enviroquip Group. We appreciate the opportunity to serve you. Please visit us on the web at www.keyequipment.com or contact me direct at 309-825-4747.

Sincerely,



James E. Bone
Territory Manager
Key Equipment & Supply Company



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

05/06/2018

Quote ID 6313

Mr. Rob Krones

City of Bloomington
Public Works
109 E. Olive Street
Bloomington, IL 61702-3157

Dear Rob,

National Auto Fleet Group is pleased to quote the following chassis for your consideration. **One (1) New/Unused (2018 Crane Carrier Model LDT2-30 Standard Cab Drop Frame Chassis, customer will supply the upfit)** delivered to your department yard upon vehicle's completion, priced as follows:

	(1)	One Unit	
Sub Total	\$	173,602.00	
Tax (0%)	\$	00.00	
Total	\$	173,602.00	

- Per the attached specifications. Pricing includes shipping to Labrie (175B, route Marie-Victorin, Levis, Quebec, Canada G7A 2T3) once the chassis are completed.

This vehicle(s) is available under the **National Joint Powers Alliance Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

National Fleet Manager

jcooper@Nationalautofleetgroup.com

Office (855) 289-6572

Fax (831) 480-8497





CRANE CARRIER COMPANY

The Heavy Truck Specialists

Chassis Quotation

2017 Pricing H

Regional Sales Manager: Brewer	P.O.#:	NJPA: YES	United States	Date: 10/30/2017
Purchaser: Cumberland Servicenter, Inc. Address: 2375 Oakton Street City/ST/ZIP: Arlington Heights, IL 60005 Attn: Dave Lopina Telephone: 847-437-5050 Fax: 847-437-0730	For Sale To: City of Bloomington Address: 109 E Olive Street City/ST/ZIP: Bloomington, IL 61702-3157 Attn: Rob Krones (rkrones@cityblm.org) Telephone: 309-434-2340 Fax:	OE#: Rev: D S/N: Qty: 2 (Two) Model: LDT2-30 Spec#:	Date: 4/17/2018	Standard Cab
Vocation (ie. FL, RL, ASL, MSL, RO): Automated Side Loader	Body Make: LaBrie-Bridgeport	Body Model: TBD (31YD)		
Engine/Torque @ RPM: CUMMINS - ISL9-270 800 @ 1300 RPM Accessories: 10 Gal. Heated DEF Tank Standard Location RH Side Accessories: FEPTO Adapter 1350/1410 Accessories: Remote Engine Oil Fill Block Heater: Block Heater 1,000 Watt w/ Red Indicator Light 120V Air Compressor: Cummins-Wabco, 18.7 CFM Cooling System: Remote 1814 Sq. In. -34 F Below Zero XL Accessories: Remote Radiator Filter w/ Cover Accessories: CUMMINS - L9-350 ILO CUMMINS - ISL9-270 Accessories: Air Intake: Parker 13" Steel Intake Accessories: Filter Minder, Dash Mounted Accessories: Exhaust: LH Vertical Flared Elbow Accessories: Accessories: Battery Box/Batteries: Steel (3) Three GRP 31, 925 CCA Ea. Standard Location LH Side Accessories: Accessories: Flaming River Disconnect Starter: Heavy Duty Soft Start Alternator: Leece-Neville 160-AMP Fuel Tank: 50 Gallon Steel Narrow Single Tank (LDT2 Only) LH Side Accessories: Accessories: Cummins Branded 12V Heated Filter 3000RDS 5-Speed Trans. / Retarder: Dual Pushbutton Controls: Auto Neutral System / "AG" Function NIS/Auto Neutral: Secondary Shift Schedule Accessories: (46 MPH Maximum 1 - 4 Gear) Accessories: Propshafts: Spicer Life Series SPL-170 Front Axle: D2000F Accessories: 16.5 X 7 Wide Brake Package Brakes: Automatic Slack Adjusters: Accessories: Wheels: Hub - Steel Disc 22.5 X 9.00 Tires: 315/80R22.5 Goodyear G287 MSA L / 20 Spare Wheel: No Spare Tire: No Front Suspension: Parabolic Taper-Leaf 20k Steering Position: RH, Sit-Down Dual Drive, Tilt / Telescopic Column Accessories: Rear Axle: S30-190 Accessories: Automatic Traction Control (ATC) Brakes: 16.5 X 7 Wheels: Hub - Steel Disc 22.5 X 8.25 Tires: 12R22.5 Bridgestone M843 H / 16 Ratio/Max. Speed: 5.57 Ratio 66 MPH Limit Speed 65 MPH Slack Adjusters: Automatic Accessories: Spare Wheel: No Spare Tire: No Retarder: Accessories: Rear Suspension: Reyco 102CC 30k w/o Shocks, f/ 30k Axle Tag/Pusher: Watson & Chalin Non-Steer Tag (B) 20K Wheels: Single Hub - Steel Disc 22.5 X 9.00 Tires: Single 315/80R22.5 Bridgestone M860 L / 20 Accessories: Frame: Labrie / SHU-PACK RBM: See Price Book Bumper: Painted Steel Accessories: Accessories: Wheel Base: 248" CA/CT= 224" AF= 73" ABS System: 6S / 6M Air Tanks: (4) Four Steel Tanks Drain Valves: Bendix DV-2 Non-Heated, Wet Tank Pull Cords: Centralized Drain Valves Air Dryer: Bendix B/W AD-9EP, Heated Accessories: Accessories: Accessories:	Cab Construction: LDT2 RH, Sit-Down Dual Drive, Tilt / Telescopic Column Cab Type/Tilt Pump Standard: Standard Cab 12v Cab Tilt Assist Pump Accessories: Vents: Cab Roof (incl. 2 Add'l Rear Windows) Cab Exterior: Dual Tone, Air Horn Under Cab Accessories: 16" x 7" LH & RH Moto Brand Heated, Motorized Mirrors Accessories: Mirror Controls at Both Steering Positions Accessories: Pls Mount Radio on RH Side Cab Interior: Dual Fans Standard Dual Cab Fans Air Conditioning: Intregal w/Cab Dash & Heater System Stereo: Standard AM/FM Stereo Cruise Control: Standard Doors / Windows: LH Solid Electric, Roll-Down RH Solid Electric, Roll-Down Mirrors: LH 16" x 7" S/S West Coast "A" RH 16" x 7" S/S West Coast "A" Spot Mirrors: LH & RH (1) 8" Round Convex Spot, (2) Total 1-Each Side Seats: LH Sears C2 Air Ride, Black Vinyl RH Forward Sears C2 Air Ride, Black Vinyl Instrumentation: Full RH Instrumentation Accessories: (2) Transmission Oil Temperature Gauges Accessories: Accessories: Accessories: Intermittent Wipers Windshield Wiper(s): CCC Daytime Running Lights Cab Elec./Lighting: LED Cab Clearance, Marker & Turn Signals Accessories: Accessories: Accessories: Accessories: Warn or Equal 107 dB(A) Back-Up Alarm: Misc. Equipment: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories:	Finish Paint: Cab: White Color/Code: 57971 Upper Cab Stripe: No Lower Cab Stripe: No Bumper: Black Color/Code: 56590 Bumper Stripe: No Frame: Black Color/Code: 56590 Battery Box: Black Color/Code: 56590 Fuel Tank: Black Color/Code: 56590 Clear Coat: No Front Wheels: 2-Sided White PC Rear Wheels: 2-Sided White PC	Additional Charges / Warranties (Non-Discounted): Standard Chassis Warranty 12 Months Unlimited Miles Standard Frame & Crossmember Warranty - 5YR/100K Mi (pro-rated after 35 Mo/30K Mi) Standard - 2 Year Cummins Engine Warranty Standard - 3 Year Allison Edge II Partner Warranty Standard - 2 Year Dana Axle Warranty No Extended warranties are included in this quotation or have been requested.	
Requested Delivery Date:	TOTAL PRICE PER VEHICLE TAXABLE TRANSACTION NO <input type="checkbox"/> XX <input type="checkbox"/> YES <input type="checkbox"/>			
Notes:	Freight Rates Subject to a Fuel Surcharge and / or a price increase at time of delivery Terms C.O.D Net Cash prior to Delivery QUOTE GOOD FOR 60 DAYS FROM SUBMISSION			



CRANE CARRIER COMPANY

The Heavy Truck Specialists

Date: 10/30/17

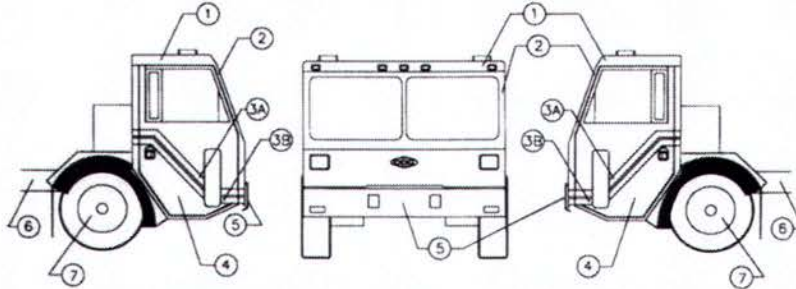
By: SP

PAINT CHART

Purchaser: Cumberland Servicer, Inc.
Address: 2375 Oakton Street
City/ST/ZIP: Arlington Heights, IL 60005
Attn: Dave Lopina
Telephone: 847-437-5050
Fax: 847-437-0730

For Sale To: City of Bloomington
Address: 109 E Olive Street
City/ST/Zip: Bloomington, IL 61702-3157
Attn: Rob Kroner (rkroner@cityblm.org)
Telephone: 309-434-2340
Fax:

OE#:
REV #: **DATE:**
S/N:
QTY: 1 (One)
MODEL: LDT2-30
SPEC#:



Standard paint is White (N0007) cab, Black (N0001) chassis, air cleaner and exhaust assembly.
 Bumper is Gray (N0427). Disc wheels are manufacturers standard Gray (N0427). Cab and bumper striping is optional.

Item #	Area to be Painted	Yes	No	Paint Code	Paint Color
1	Roof			57971	White
2	Upper Cab			57971	White
3A	Cab Upper Stripe	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	No	
3B	Cab Lower Stripe	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	No	
4	Lower Cab			57971	White
5	Bumper			56590	Black
5A	Bumper Stripe	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	No	
6	Chassis			56590	Black
	Air Lines			56590	Black
	Axles Grp			56590	Black
	Bolt Heads			56590	Black
	Brackets			56590	Black
	DEF Tank Mounting			56590	Black
	Drive Lines Grp			56590	Black
	Engine Mounts			56590	Black
	Exhaust & Cooling Grps			56590	Black
	Hydraulic Reservoir			56590	Black
	Rear Fenders Grp			56590	Black
	Trans & CAC Grps			56590	Black
	Air Clnr Grps			56590	Black
	Battery Box & Assy.			56590	Black
7	Fuel Tank & Assy.			56590	Black
8	Front Wheels			PC	White
9	Rear Wheels			PC	White
10	Spare Wheel(s)				
11	Cab Windshield Guard				
12	Clear Coat	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	No	

CCC USE ONLY (Do not write in this section)

SPECIAL INSTRUCTIONS:

AUTOMATED REFUSE TRUCK PURCHASE

Jim Karch, P.E. MPA, Director of Public Works
Bloomington City Council Meeting
July 9, 2018



Why are we replacing this unit?

- Unit is due for replacement this year
 - Has 62,122 miles and 6,423 hours
- Recent mechanical issues
 - Brakes, packer cylinders, hopper, engine exhaust, engine electrical, body electrical, camera system, air system, steering, arm bushings and pins, and hydraulic control system
 - Total maintenance cost to date: \$99,155
- Unit used daily for refuse and recycle collection
- Replaced unit will be used as a backup

Costs

Automated Refuse Truck

	Price
Labrie Expert (T) 2000 Helping Hand Dual Arm Automated Side Loader body	\$ 179,202.00
2018 Crane Carrier model LDT2-30 chassis	\$ 179,356.00
	TOTAL \$ 352804.00