

**CITY OF BLOOMINGTON**  
**COUNCIL MEETING AGENDA**  
**109 E. OLIVE**  
**MONDAY, FEBRUARY 10, 2014 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 of Attendance**
- 5. Public Comment (*15 Minutes*)**
- 6. Recognition/Appointments**
  - A. Proclamation of February 10, 2014 as Alex Wellman Day**
  - B. Presentation of Sunshine Award from the Illinois Policy Institute by Brian Costin, Director of Government Reform**
- 7. “Consent Agenda”**
  - A. Council Proceedings of January 27, 2014, Special Session Minutes from July 22, August 12, September 23, October 28, November 12, December 9 and December 16, 2013, and Work Session Minutes from January 13, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of January 27, 2014, Special Session Minutes from July 22, August 12, September 23, October 28, November 12, December 9 and December 16, 2013, and Work Session Minutes from January 13, 2014. be dispensed with and the minutes approved as printed.)**
  - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
  - C. Appointment of Thomas Good to the Public Building Commission (Recommend that the appointment be approved and the Resolution be adopted.)**

- D. Purchase of Thermo Scientific FirstDefender RMX Spectrometer. (Recommend that the purchase of one FirstDefender RMX Spectrometer, including a five (5) year warranty and training, in the amount of \$71,800, from Thermo Scientific Portable Analytical Instruments Inc. be approved, the Purchasing Agent be authorized to issue a Purchase Order, and the Resolution adopted.)**
- E. Budget Amendment Necessary to Order Additional Black Wheeled Refuse Carts (Recommend that Fiscal Year (FY) 2014 Budget Amendments be approved and the Ordinance passed.)**
- F. Application of Ralben, Inc., d/b/a Bonkers, located at 1507 S. Main St., requesting a TAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. (Recommend that a TAPS liquor license for Ralben, Inc., d/b/a Bonkers, located at 1507 S. Main St., be created, contingent upon compliance with all applicable health and safety codes.)**

**8. Regular Agenda**

- A. Selection of the Stone River Group for Professional Services to Obtain Electricity and Natural Gas Pricing for a Two (2) Year Period. (Recommend that a professional service agreement with the Stone River Group, Lincoln, IL, for professional energy services be approved, the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**
- B. 2013 Crime Statistics, Police Strategic Plan Update and 2014 Initiatives Presentation by Police Chief Brendan Heffner (Recommend that the Police Department 2013 Annual Report be placed on file.) (60 minutes)**

**9. City Manager's Discussion**

**10. Mayor's Discussion**

**11. City Aldermen's Discussion**

**12. Executive Session – cite section**

**13. Adjournment**

**14. Notes**



FOR COUNCIL: February 10, 2014

SUBJECT: Proclamation of February 10, 2014 as Alex Wellman Day

**RECOMMENDATION:** That the proclamation be made a matter of record.

**BACKGROUND:** The proclamation will be presented:

Declaring February 10, 2014 to be Alex Wellman Day

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Proclamation

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

# **PROCLAMATION**

## ***Declaring February 10, 2014 Alex Wellman Day***

**WHEREAS,** *Alex Wellman has shown an exceptional attitude, skill and determination while training and competing as a teen figure skater.*

**WHEREAS,** *At the age of eight, Alex began his training on ice while attending the "Learn to Skate" program provided by the City of Bloomington Parks and Recreation Department at the Pepsi Ice Center.*

**WHEREAS,** *As a member of the Central Illinois Figure Skating Club, Alex captured the Silver Medal in 2012 and again in 2013 while competing in the Upper Great Lakes Regional competition.*


**WHEREAS,** *In the Fall of 2013 Alex went on to earn first place while competing in the Midwestern Sectional competition at the age of thirteen. This achievement earned Alex a spot in the U.S. Figure Skating National Championships held on January 10, 2014 in Boston, Massachusetts.*

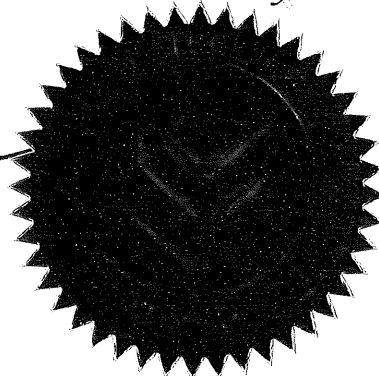
**WHEREAS,** *While competing in the U.S. Figure Skating National Championship, Alex placed tenth, an achievement that propelled him among teen skating elite across the United States.*

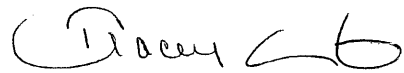
**NOW, THEREFORE,** *I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim Monday, February 10, 2014 to be*

## ***Alex Wellman Day***

*and urge all citizens of Bloomington to honor this day.*

  
Tari Renner  
Mayor



  
Tracey Covert  
City Clerk



FOR COUNCIL: February 10, 2014

SUBJECT: Presentation of Sunshine Award by Illinois Policy Institute

**RECOMMENDATION/MOTION:** That the Award be accepted.

**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:** In an effort to improve the City's transparency, staff has worked with the Illinois Policy Institute (IPI) to improve the City's website.

On October 17, 2013 the City's overall score was 67.2. David Hales, City Manager and Katie Buydos, Executive Assistant, set the goal of reaching 80 points by April 30, 2014. Craig McBeath, Webmaster, and Ms. Buydos worked together with several other departments to gather the information needed to improve the City's score.

A transparency portal was added to the City's website with links to all the information that the Illinois Policy Institute has mandated that every City have easily available to its residents.

On January 13, 2014 the City reached 77.2 points and by January 31, 2014 reached 88.7 points. The new score surpassed the goal of 80 by 8.7 points.

The City reached 88.7 points by the IPI's deadline for the Sunshine Award which is given to communities annually for holding a score of 80 or more. Of the top twenty-five (25) municipalities rated by the IPI, thirteen (13) are receiving the Sunshine Award this year including one (1) other Central Illinois community: Peoria (92.2). The award is being presented by Brian Costin, IPI's Director of Government Reform.

For more information regarding the IPI, you can visit their website at: <http://illinoispolicy.org/>.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Asst.

Recommended by:

David A. Hales  
City Manager

**Attachments**      Attachment 1. Audit by population  
Attachment 2. Audit by score

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Motion: \_\_\_\_\_      Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

## ILLINOIS POLICY INSTITUTE



## Illinois Sunshine Award winners

11 Dec 2013 | Brian Costin

Illinois is known for its culture of government corruption, fiscal mismanagement and cronyism. That reputation is backed up by hard statistics that say Illinois is the third most corrupt state in the country and the Chicago region is the most corrupt area in the country.

Illinois' citizens deserve better. Illinois' government culture on the state and local level needs to change. Instead of being a state known for its corruption, the people of Illinois deserve government that is open, accessible and transparent with their tax dollars.

Some local governments in Illinois are embracing this culture change by striving to meet higher standards for online transparency and government openness, much higher than what state law requires. These taxing bodies from all across the state are adopting recommendations from the Illinois Policy Institute's [10-Point Transparency Checklist](#).

The Illinois Policy Institute highlights these local governments for their outstanding online transparency performance with our Sunshine Award.

These governments:

- Make elected officials and senior administrators available for the public to contact
- Account for how taxpayer dollars are being spent by opening finances to the public
- Use proactive online transparency to prevent and expose government corruption
- Encourage citizens to take an active, educated role in the local government decision-making process

To earn a Sunshine Award, a local government must score an 80 percent or above on the [Local Transparency Project's 10-Point Transparency Checklist](#). Full information on how we score local government websites [can be found here](#).

Only 50 taxing bodies out of the nearly 7,000, in Illinois have won the Illinois Policy Institute's Sunshine Award. They are listed below.

Illinois Policy Institute's Local Transparency Project  
 25 largest Illinois municipalities  
[www.illinoispolicy.org/localtransparency](http://www.illinoispolicy.org/localtransparency)

Government entity	Population	Status	1st audit	Final Audit	Change	Contact	Meetings	FOIA	Budgets	Audits	Expenses	Comp.	Contracts	Lobbying	Taxes
Chicago	2,695,598	City	44.1	52.1	8	5.75	7.6	9.5	10	10	1	0	6.25	0	2
Aurora	197,899	City	40.6	52.7	12.1	7.7	7.5	9	10	10	5	0	2.5	0	1
Rockford	152,871	City	46.3	55.3	9	8.5	7.5	10	10	8.8	0	4	2.5	0	4
Joliet	147,433	City	47.6	48.7	1.1	6.625	7.5	9	8.8	8.2	3.85	1.75	0	0	3
Naperville	141,853	City	83.9	94.3	10.4	10	10	10	10	10	8.25	10	7.5	8.5	10
Springfield	116,250	City	34.1	54.9	20.8	7	6.7	9	3.4	9.4	4.1	3.8	2.5	0	9
Peoria	115,007	City	48	92.2	44.2	10	9.25	10	10	10	10	8	7.4	8.5	9
Elgin	108,188	City	39.3	98.7	59.4	10	10	10	10	10	9	10	9.7	10	10
Waukegan	89,078	City	29.2	67.7	38.5	10	6.9	8.5	7.4	8.8	4.7	2.85	6.5	9	3
Cicero	83,891	Town	18	22.3	4.3	8	6.75	7.5	0	0	0	0	0	0	0
Champaign	81,055	City	44.6	55.4	10.8	9.125	10	7.5	9.4	8	0.8	2	4.6	0	4
Bloomington	76,610	City	50.7	88.7	38	10	10	10	10	10	9.4	5.5	7.75	10	6
Decatur	76,122	City	38.6	42.7	4.1	8	9.5	3.5	8	8.2	1	0.5	0	0	4
Arlington Heights	75,101	Vill	37.2	84.3	47.1	10	7.625	10	10	10	5.125	4	7.5	10	10
Evanston	74,486	City	87.1	100	12.9	10	10	10	10	10	10	10	10	10	10
Schaumburg	74,227	Vill	79.1	88.2	9.1	10	7	8.5	10	10	10	10	6.5	6.2	10
Bolingbrook	73,366	Vill	34.6	40.2	5.6	9	7.4	4	7	7	4.8	0	0	0	1
Palatine	68,557	Vill	78	88.9	10.9	10	8.9	10	10	10	10	2.5	7.5	10	10
Skokie	64,784	Vill	59.2	100	40.8	10	10	10	10	10	10	10	10	10	10
Des Plaines	58,364	City	43.5	49.2	5.7	8.125	6.75	6.5	10	8.8	0	2	2.5	0	4.5
Orland Park	56,767	Vill	100	100	0	10	10	10	10	10	10	10	10	10	10
Tinley Park	56,703	Vill	87.5	91.9	4.4	10	10	10	10	10	10	3.4	10	8.5	10
Oak Lawn	56,690	Vill	37.9	86.1	48.2	10	7.6	10	10	10	10	3.5	6.5	8.5	10
Berwyn	56,657	City	38.5	50	11.5	10	10	10	10	10	0	0	0	0	0
Mount Prospect	54,167	Vill	50.6	80.4	29.8	10	10	10	7.6	10	6.75	2	4	10	10
Average score or change			51.9	71.4	19.5	9.1	8.6	8.9	8.9	9.1	5.8	4.2	5.3	5.2	6.4

For more information on the Local Transparency Project:

Grading Rubric: <http://www.illinoispolicy.org/content/?section=509>



Illinois Policy Institute's Local Transparency Project  
 25 largest Illinois municipalities  
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Palatine	68,557	Vill		78	88.9		10.9		10	8.9	10	10	10	10	2.5	7.5	10	10
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Mount Prospect	54,167	Vill		50.6	80.4		29.8		10	10	10	7.6	10	6.75	2	4	10	10
Waukegan	89,078	City		29.2	67.7		38.5		10	6.9	8.5	7.4	8.8	4.7	2.85	6.5	9	3
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Berwyn	56,657	City		38.5	50		11.5		10	10	10	10	10	0	0	0	0	0
Des Plaines	58,364	City		43.5	49.2		5.7		8.125	6.75	6.5	10	8.8	0	2	2.5	0	4.5
Joliet	147,433	City		47.6	48.7		1.1		6.625	7.5	9	8.8	8.2	3.85	1.75	0	0	3
Decatur	76,122	City		38.6	42.7		4.1		8	9.5	3.5	8	8.2	1	0.5	0	0	4
Bolingbrook	73,366	Vill		34.6	40.2		5.6		9	7.4	4	7	7	4.8	0	0	0	1
Cicero	83,891	Town		18	22.3		4.3		8	6.75	7.5	0	0	0	0	0	0	0
Average score or change				51.9	71.4		19.5		9.1	8.6	8.9	8.9	9.1	5.8	4.2	5.3	5.2	6.4

For more information on the Local Transparency Project:

Grading Rubric: <http://www.illinoispolicy.org/content/?section=509>



FOR COUNCIL: February 10, 2014

SUBJECT: Council Proceedings of January 27, 2014, Special Session Minutes from July 22, August 12, September 23, October 28, November 12, December 9 and December 16, 2013, and Work Session Minutes from January 13, 2014

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of January 27, 2014, Special Session Minutes from July 22, August 12, September 23, October 28, November 12, December 9 and December 16, 2013, and Work Session Minutes from January 13, 2014 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of January 27, 2014, Special Session Minutes from July 22, August 12, September 23, October 28, November 12, December 9 and December 16, 2013, and Work Session Minutes from January 13, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**Attachments:**

- Attachment 1. Draft Council Proceedings for January 27, 2014
  - Attachment 2. Draft Special Session Minutes from July 22, 2013
  - Attachment 3. Draft Special Session Minutes from August 12, 2013
  - Attachment 3. Draft Special Session Minutes from September 23, 2013
  - Attachment 4. Draft Special Session Minutes from October 28, 2013
  - Attachment 5. Draft Special Session Minutes from November 12, 2013
  - Attachment 6. Draft Special Session Minutes from December 9, 2013
  - Attachment 7. Draft Special Session Minutes from December 16, 2013
  - Attachment 8. Draft Work Session Minutes from January 13, 2014
- 

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

**COUNCIL PROCEEDINGS  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, January 27, 2014.

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

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

**Aldermen: Judy Stearns, Mboka Mwilambwe, Kevin Lower, David Sage, Robert Fazzini, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.**

**Alderman absent: Jennifer McDade.**

**City Manager David Hales, City Clerk Tracey Covert, and Interim Corporate Counsel Jeff Jurgens were also present.**

**The following was presented:**

Recognition of Central Illinois Arena Management (CIAM) Staff for Coordinating the Rock to the Rescue Benefit Concert that Raised \$400,000.

**Mayor Renner introduced this item.**

David Hales, City Manager, had met with the CIAM staff and thanked them for raising over \$400,000 for the victims of the recent tornados, especially for the City of Washington. Mr. Hales introduced John Butler, CIAM's President.

John Butler, CIAM's President, addressed the Council. He reminded the Council that on Sunday, November 17, 2013, a tornado passed through the Central Illinois communities of Pekin, East Peoria and Washington destroying hundreds of homes. By 8:00 a.m. on Monday, November 18<sup>th</sup>, Traci Andracke, Asst. General Manager/Booking & Marketing, was organizing a benefit for the victims of the storm. Styx from Chicago and REO Speedwagon from Champaign committed to perform a benefit concert. They convinced other acts to join them. It was an amazing feat with outstanding results. The event required hundreds of volunteers. Funds raised stayed local and were directed to multiple agencies including the Midwest Food Bank and the Relief Fund at the Washington Community Bank.

Mr. Butler introduced Traci Andracke, Asst. General Manager/Booking & Marketing. Ms. Andracke addressed the Council. She presented the Council with a

commemorative poster created by a local artist and printed in Normal. It was sold to raise money for the relief effort. This poster had been signed by the various band members.

Ms. Andracke announced that another benefit concert was scheduled for Wednesday, January 29, 2014 featuring the band 'Chicago'. This concert was promoted as a night out for those affected by the tornados and the first responders. Admission was free. Governor Quinn planned to attend. The American Red Cross would also attend the concert to accept donations. Country Financial would match donations up to \$25,000.

**The following was presented:**

Introduction of Brittany Cornell, Board of Library Trustee Appointment.

Mayor Renner introduced Brittany Cornell, Library Trustee. She would replace Patsy Bowles, Library Board Trustee, who had recently resigned. She would be the first west side resident to serve on the Library Board in some time.

**The following was presented:**

SUBJECT: Council Proceedings of January 13, 2014 and Retreat Minutes of November 15 and 16, 2013

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of January 13, 2014 and the Retreat Minutes of November 15 and 16, 2013 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of January 13, 2014 and Retreat Minutes of November 15 and 16, 2013 have been reviewed and certified as correct and complete by the City Clerk.

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**Mayor Renner noted that an Addendum had been issued which amended the November 15, 2013 Retreat Minutes by incorporating the Special Session minutes for the same date.**

**Motion by Alderman Fazzini, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of January 13, 2014 and the Retreat Minutes of November 15 and 16, 2013 be dispensed with and the minutes approved as printed.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Bills and Payroll

**RECOMMENDATION/MOTION:** That the bills and payroll be allowed 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.

**BACKGROUND:** The list of bills and payrolls will be posted on the City's website on Wednesday, January 22, 2014.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Appointment to Bloomington Board of Library Trustees

**RECOMMENDATION/MOTION:** That the Appointment be approved.

**STRATEGIC PLAN LINK:** Goal 3. Strong neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3e. Strong partnership with residents and neighborhood associations.

**BACKGROUND:** I ask your concurrence in the appointment of Brittany Cornell, 2605 Binghamton Ln., Bloomington 61705 to the Bloomington Board of Library Trustees. She will be filling a vacancy and her term will expire on April 30, 2014.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Asst.

Recommended by:

Tari Renner  
Mayor

**Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Appointment be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Resolution Regarding Temporary Closing of State Right of Way for Annual Community Events

**RECOMMENDATION:** That the Resolution be adopted.

**STRATEGIC PLAN LINK:** Goal 5. Great place – livable, sustainable City.

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

**BACKGROUND:** The Illinois Department of Transportation (IDOT) requires that Council adopt a Resolution requesting permission to close or hinder traffic on a State Route.

Typically the City only has two (2) requests each year for parades on a State Route, (US Route 51) which involves the Labor Day and Christmas Parades. IDOT has requested that each municipality that experiences multiple parades on a State Route pass one (1) blanket Resolution at the beginning of each calendar year in order to minimize paperwork and manpower expenses.

Therefore, staff respectfully requests that Council adopt the Parade Resolution and further, that



the Mayor and City Clerk be authorized to execute the necessary document. Upon adoption and execution, the Resolution will be forwarded to IDOT.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Mike Kimmerling, Fire Chief  
Jim Karch, Director of Public Works

Reviewed as to legal sufficiency: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager

## **RESOLUTION NO. 2014 - 02**

### **RESOLUTION REGARDING TEMPORARY CLOSING OF STATE RIGHT OF WAY ANNUAL COMMUNITY EVENTS**

WHEREAS, the City of Bloomington sponsors parades, road races, festivals and other such events which constitute a public purpose; and

WHEREAS, many of these events are held on State rights of way which will require the temporary closure of said highways; and

WHEREAS, Section 4-408 of the Illinois Highway Code, 605 ILCS 5/1-101 et seq., authorizes the State of Illinois Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

#### **SECTION 1**

The City of Bloomington requests an annual permit allowing the temporary closure of State highways for the purpose of conducting various parades, road races, festivals, and other such events. By receiving an annual permit, the City will be required to notify the Department in

writing approximately ten (10) days in advance of all road closures so that all emergency agencies will be notified of the proposed event.

## SECTION 2

(A) That traffic from the closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway, except as provided in Subsections (B) and (C) hereof.

(B) That when a marked detour is not provided, police officers or authorized flaggers shall, at the expense of the City of Bloomington, be positioned at each end of the closed section of roadway and at other points as may be necessary to assist in directing traffic through the temporary detour.

(C) That when the roadway is closed for less than 15 minutes, police officers, at the expense of the City of Bloomington shall stop traffic for a period not to exceed fifteen (15) minutes and an occasional break shall be made in the procession so that traffic may pass through.

## SECTION 3

That the City of Bloomington assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

## SECTION 4

That all debris shall be removed by the City of Bloomington prior to reopening the State highway.

## SECTION 5

That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices (MUTCD).

## SECTION 6

That the City of Bloomington hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from the requested road closings.

## SECTION 7

That a copy of this resolution be forwarded to the Illinois Department of Transportation; District 5 Bureau of Operations, 13473 IL Hwy. 133, P. O. Box 610, Paris, Illinois 61944-0610 to serve as authorization for the City of Bloomington to request highway closures through December 31, 2013.

ADOPTED this 27<sup>th</sup> day of January, 2014.

APPROVED this 28<sup>th</sup> day of January, 2014.

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Resolution be adopted.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Petition to Reform and Ratify Ordinance 2012 - 08 Relating to the Resubdivision of the Villas at Eagle View South

**RECOMMENDATION/MOTION:** Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Petition be approved and the City Clerk be authorized to record said documents.

**STRATEGIC PLAN LINK:** Goal 4. Strong neighborhoods.

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

**BACKGROUND:** In November 2006, the City annexed, and rezoned, certain land becoming the Villas at Eagle View South. Thereafter, in May 2007, the owners, (then being ARK VI, LLC), petitioned the City for approval of a Final Plat of the Villas at Eagle View South. The Council approved the original Final Plat in May 2007.

In January 2012, Council once again considered a Petition for Approval of Final Plat (“Petition”). In this instance, the Petition sought to approve a resubdivision of Lots 70 thru 85 in the Villas at Eagle View South. At the time the Petition was filed, Land Trust V-1 owned a majority of the lots subject to resubdivision. However, three (3) impacted lots had been sold to third parties. None of the third party owners signed the Petition, or the Owners’ Certificate that was filed in conjunction with the Petition. On January 23, 2012, Council considered and approved the Petition and Ordinance 2012 - 08. The Final Plat reflecting the resubdivision was subsequently recorded.

It has come to the attention of M.O.B.B., LLC, developer of the Villas at Eagle View South, that certain irregularities in the resubdivision process have resulted in concerns regarding the validity of Ordinance 2012 - 08. In the event Ordinance 2012 - 08 is invalid, every subsequent conveyance would also be invalid. This has the potential of impacting homeowners, title policies, loan policies, and mortgages.

In an effort to resolve this matter, the developer has proposed a method by which Ordinance 2012 - 08 may be reformed and ratified. A Petition to Reform and Ratify Ordinance 2012 - 08 has been submitted for consideration. If approved, each conveyance would be rendered valid, and questions as to the legitimacy of the resubdivided Final Plat would be moot.

The developer is requesting Council approve the Petition to Reform and Ratify Ordinance 2012 - 08 in the interests of justice, and to preserve the legitimacy of conveyances occurring after the effective date of Ordinance 2012 - 08. Legal counsel for the City has considered the Petition filed by developer, and recommends approval.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Petition be approved and the City Clerk be directed to record the documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Acquisition of Property Located at 1805 Springfield Rd.

**RECOMMENDATION/MOTION:** Recommend that the Agreement with the Sharon L. Fleer and Richard R. Fleer Trust, for the acquisition of property located at 1805 Springfield Rd. be approved, in the amount of \$14,400 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; and Goal 2. Upgrade City infrastructure and facilities.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner; and Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

**BACKGROUND:** Richard R. Fleer and Sharon L. Fleer approached staff regarding the potential sale of their property located at 1805 Springfield Rd. In 2013, the property suffered fire damage, rendering the existing housing structure useless. Instead of redeveloping the property, the Fleers thought the highest and best use would be for the City to acquire the land, given its proximity to Miller Park and current park maintenance and storage facilities. John Kennedy, Director of Parks, Recreation and Cultural Arts, confirmed the need for the property to improve access to existing wood chip storage areas and the northern half of Forrest Park from the current park maintenance facility. Improved access will offer a slight efficiency improvement by reducing travel time and associated costs to the wood chip storage area. The property, if purchased, would be turned over “as is”. Title work has been completed by City legal staff and no outstanding issues exist that would deter staff from making this recommendation.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The cost of acquiring the property, \$14,400, will be paid using funds currently allocated to the FY 2014 budget under Park Dedication. Although the “Land” object under Park Dedication has no budget for FY 2014, budgeted funds are still available under Park Construction and Improvement (24104100 - 72570). Stakeholders can locate the Park Dedication budget in the FY 2014 Budget Book titled “Other Funds & Capital Improvement Program” on page 70. The coding for the purchase should be Park Dedication - Land (24104100 - 72510).

Respectfully submitted for Council consideration.

Prepared by:

Justine Robinson, Economic Development Coordinator

Reviewed by: John R. Kennedy, Director of Parks, Rec & Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager

### **AGREEMENT TO PURCHASE**

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the “Buyer”) and the SHARON L. FLEER and RICHARD R. FLEER TRUST, whose mailing address is P. O. Box 1662, Crystal Beach, Texas 77650 (the “Seller”).

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, all of Seller’s rights, title and interest in the real estate located at 1805 Springfield Road, Bloomington, Illinois, 61701 and legally described on Exhibit A attached hereto (the “Property”), together with all easements, rights of way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of the Property.

#### **Section 1. Price and Terms.**

The purchase price shall be Fourteen Thousand, Four Hundred Dollars (\$14,400.00), due and payable from Buyer to Seller at closing.

#### **Section 2. Method of Payment.**

Buyer shall pay the purchase price in cash, cashier’s check, certified funds or the equivalent on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and on receipt of deed.

#### **Section 3. Closing.**

This Agreement shall be closed on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2013. Seller shall surrender possession of the Property to Buyer at closing. Prior to closing, Seller agrees that Buyer and Buyer’s agents or representatives shall have the right to enter upon the Property during normal business hours for the purpose of inspecting the Property.

**Section 4. Conveyance.**

At closing Seller shall convey and transfer the Property to Buyer by warranty deed. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

**Section 5. Performance.**

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

**Section 6. Taxes.**

Seller shall pay all general real estate taxes assessed for 2013.

**Section 7. Risk of Loss.**

This Agreement is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

**Section 8. Seller's Representations, Warranties and Covenants.**

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- A. Seller is the sole owner of the Property and has full right and authority to transfer such title to Buyer.
- B. Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.
- C. There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and Seller has no knowledge of any environmental defect or problem in or on the Property.

**Section 9. Operations on the Property.**

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

### **Section 10. Buyer's Representations and Warranties.**

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- A. Buyer has the legal capacity to enter into this Agreement.
- B. There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement.

### **Section 11. Brokers.**

Seller represents and warrants to Buyer that they have not utilized the service of any real estate broker, salesperson or finder in connection with this Agreement or the transaction contemplated hereby.

### **Section 12. General Conditions and Stipulations.**

(a) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

(b) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service thereof.

(c) This Agreement contains all the terms and conditions agreed upon by parties hereof, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

(d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

(e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

(f) This Agreement is contingent upon approval by the Bloomington City Council.

### **Section 13. Attorney's Fees and Expenses.**

Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Agreement, then the party so failing to perform shall be



liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BUYER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: Tari Renner, Mayor

Attest: Tracey Covert, City Clerk

SELLER:

SHARON L. FLEER and RICHARD R. FLEER TRUST

By: \_\_\_\_\_  
Sharon L. Fleer, Trustee

Attest:

\_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

A part of Lot 10 in the Subdivision of the South East  $\frac{1}{4}$  of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, as per plat recorded in Deed record 34, page 73 described as follows:

Beginning at a point 3.73 chains (246.18 feet) East of the North West corner of said Lot 10; thence South parallel with the West line of said Lot 10, 1.06 chains (70 feet); thence East parallel with the North line of said Lot 10, 4.4 chains (290.4 feet) to the East line of Lot 10; thence Northeasterly along the East line of Lot 10, 1.28 chains (84.48 feet) to the North East corner of Lot 10; thence West along the North line of Lot 10, 5.09 chains (335.94 feet) to the place of beginning, in McLean County, Illinois.

**Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Agreement with the Sharon L. Fleer and Richard R. Fleer Trust, for the acquisition of property**

located at 1805 Springfield Rd. be approved, in the amount of \$14,400, and the Mayor and City Clerk be authorized to execute the necessary documents.

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Lake Bloomington Lease Transfer Petition for Lot 3, Block 9 of Camp Potawatomie, from Linda Jones and Laurie Roth (deceased), to Larry and Jane Roth

**RECOMMENDATION/MOTION:** That the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1. Value for your tax dollars and fees.

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

**BACKGROUND:** Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 3, Block 9 of Camp Potawatomie, from Linda Jones and Laurie Roth (deceased), to Larry and Jane Roth. The sewage disposal system inspection was completed in late December 2013. The septic system was functioning normally at that time. The septic tank and field are undersized by current McLean County Health Department (MCHD) code, probably due to the fact that the sewage disposal system is sixty-three (63) years old. The MCHD estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20 – 25) years. This property has been used seasonally as a cabin, so the septic system life would be different than that of a system that is used full time. The system is a subsurface discharging system which means the effluent from the system does not discharge directly into Lake Bloomington reservoir and thus poses little threat to the water quality in the reservoir.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. With this lake lease transfer, the lake lease formula will generate about \$140 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140 - 57590.

Respectfully submitted for Council consideration.

Prepared by: Craig Cummings, Director of Water

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

State of the City Remarks by Mayor Renner.

**Mayor Renner noted that State of the City remarks were something new. They were a standard practice in other cities. The purpose was to outline accomplishments, challenges and goals for the future.**

**Mayor Renner cited external reviews of the City. As an example, nerdwallet.com rated the City as the second fastest growing economy in the US. It had also been rated a best place for singles and working retirees. The City has the fastest growing economy in Illinois, a low crime rate and a strategic location. Community assets included stable employment base, strong colleges and universities, a growing regional airport, rail service, low commute times, revitalized Downtown, and entertainment options.**

**He thanked the Council and City staff for working together to move the City forward in the past year. 2013 was a year of change, transition, progress, and openness & transparency. In 2013, there were sixteen (16) Mayoral Open Houses and three (3) Town**

**Hall Meetings.** The City had an Illinois Policy Institute (IPI) score that went from around fifty percent (50%) to around eighty percent (80%) and had earned a Sunshine Award from the IPI. The City responded to constituents' concerns in a timely manner. City Hall was surrounded by windows. Citizens can look in and see what they pay for. Areas in need of further improvement included transparency and internal communications.

**Accountability** had been improved by the recent consolidation of City Boards and/or Commissions and the imposition of term limits. These changes addressed accountability. There would be a balance between experienced and new members.

**Culture change** was needed. A proposal had been prepared to address personnel and organizational issues at City Hall. This change would address efficiency and effectiveness. This topic was presented at the Council Retreat.

There was a need for a renewed cooperative spirit when working with local government entities such as the Town of Normal and McLean County. All have agreed to act together as one community when there are similar concerns.

Citizens were concerned about infrastructure. Council had passed a \$10 million bond issue to address street and sewer repairs. Effort had been placed on infrastructure investment which was critical to economic development.

The Downtown was the historical/cultural core of the City. It made the City unique. A Downtown Plan was passed. In addition a Bicycle Plan had been approved that would link the Downtown to Constitution Trail. Downtown hoped to feature a Rt. 66 Visitor Center at the McLean County History Museum. A Downtown hotel feasibility study had been approved by the Council. A library development plan was underway that would connect the library to the community via a bike trail. Liquor laws in the Downtown were strictly enforced. He noted a recently approved Text Amendment. He hoped to focus on a clean and safe Downtown. The Council would be asked to consider power washing and increasing the number of cameras in the Downtown.

Strides had been made regarding economic development. Council had approved incentives which could be used to encourage growth. The City must be aggressive and pursue growth. Developers question two (2) things: 1.) what do you offer millennials and 2.) how quickly are decisions made regarding economic incentives and/or assistance with permit issues. The City must be proactive in order to grow.

Council took a bold step passing an aggressive pension funding policy. This action must be followed up on during the budget process. The Council needed to determine how to pay for pensions.

The Solid Waste Fund had been addressed through a General Fund subsidy. The Council took action to address the subsidy and continued work on this service.

During 2013, some accomplishments addressed avoiding crisis. He cited the efforts of RT Finney, Interim Police Chief, to address an incident involving the Police Department on the City's east side which was escalated via social media.

The City tried Council subcommittees. They did not improve the process and were dissolved.

There were challenges ahead in the upcoming year. Improved transparency should become part of the culture. More Town Hall Meetings would be held. A transparency ordinance that will allow public comment at all public meetings was needed. The City should offer web streaming of meetings and provide more documents on the City's web site.

Another challenge involved employee morale. Staff has a right to fair treatment, respect and regular evaluations. Grievances should be heard and acted on in a timely manner.

The City needed to work with community organizations regarding a range of issues including lax code enforcement, crime and at risk youth in older neighborhoods. Economic development required strong assets.

The cost of sprawl was a concern. It had cost the City \$14 million to push sewage uphill at the Grove Subdivision. The City must focus on smart growth in the future.

Budget tradeoffs would be an ongoing issue. He cited pensions, sewers, etc.

A regional water supply must be addressed. The long term plan included tapping into the Mahomet Aquifer.

Great progress had been made in the last year. He looked forward to working together with the Council in the upcoming year on a variety of challenges. He thanked everyone for all that was done to make the City great. The primary asset of a city was the people.

The following was presented:

SUBJECT: Presentation of Economic Development 2013 Annual Report

**RECOMMENDATION/MOTION:** That the Economic Development 2013 Annual report be considered as presented.

**STRATEGIC PLAN LINK:** Goal 3. Grow the local economy.

**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 and 3e. Strong working relationships among the City, businesses, economic development organizations.

**BACKGROUND:** In support of the City's Strategic Plan, formally presented and unanimously adopted by the Council on January 25, 2010, staff has been working to bring recommendations before Council to improve the economic outlook in the City. Specific 2014 Action Plan items and related updates pertaining to economic development include:

1. Expansion of the business license program: Presented to the Administration & Finance Committee on April 1, 2013 and again on August 5, 2013. Since this time, staff has continued to work with the McLean County Chamber of Commerce to solicit feedback on potential fees associated with the program and Sikich Consultants to identify an appropriate program management and implementation process.
2. EDC Property Tax Abatement and Incentive Program: Presented item to Council on November 12, 2013 whereby a program including the Limited Discretionary Property Tax Abatement of Improvements was adopted and a corresponding Memorandum of Understanding was executed.
3. Downtown hotel feasibility study: Presented item to the Council on December 9, 2013 whereby an agreement for Phase I of such study was executed, with findings anticipated to be presented to Council in February 2014.

In addition to the three (3) aforementioned items, there are many other projects on which the Economic Development Coordinator has worked or provided assistance. A comprehensive review of accomplished tasks and associated outcomes was provided to the Council for review and consideration. Staff is respectfully seeking Council feedback regarding such activities and the future direction of the Economic Development Office.

The Economic Development Coordinator works closely with the Bloomington-Normal Economic Development Council.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Economic Development Council of the Bloomington-Normal Area and the National Development Council were both contacted regarding statistics and information needed for this presentation.

**FINANCIAL IMPACT:** An effectiveness measurement table for economic development was provided to the Council. It highlighted the estimated number of jobs attracted, created or retained with City assistance (42), estimated new commercial capital investment created with City assistance (\$3,494,825) and increase in sales tax revenue for FY 2013 versus FY2 012 (\$2,766,497).

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Recommended by:

David A. Hales  
City Manager

**Mayor Renner introduced this item.**

**Justine Robinson, Economic Development Coordinator, addressed the Council. Ms. Robinson noted that Council had been given a copy of the Annual Report 2013 – Office of Economic Development. This document outlined the Strategic Plan, accomplishments and goals. There were also dozens of ongoing projects that had not been included in this report.**

**The Economic Development office addresses the needs of businesses and individuals daily in a proactive manner. Success came from a team approach by establishing partnerships both locally and nationally. Elizabeth Au, National Development Council's Central Team Director, has served as a consultant to the City. Ms. Au provided assistance in the following areas: financial, technical, best practices, professional third party opinions and developing financial resources. Appreciation was extended to Ms. Au for all of her assistance.**

**On a local level, important relationships with other organizations have aided in overall successes. Those partners include: Bloomington Normal Economic Development Council (EDC), McLean County Chamber of Commerce, Downtown Bloomington Association, Bloomington-Normal Area Convention and Visitors Bureau, Westside Bloomington Revitalization Program, and Illinois Wesleyan University's Action Research Center who was providing four (4) interns this semester. Everything that these organizations have done was appreciated as she looked forward to 2014.**

**Alderman Fazzini congratulated Ms. Robinson on a great year. There was an opportunity to be a tourism center in Central Illinois. The opportunity involved working with eight (8) other entities on a visitor's center at the McLean County History Museum. Over 50,000 people traveled Rt. 66 every year, many from foreign countries. They stop in Pontiac and Atlanta, IL. The City needed to attract this group. The professional mural was part of developing pride in the Downtown.**

**Alderman Schmidt thanked Ms. Robinson for putting the City on the move. She mentioned her collaborative efforts and focus.**

**Alderman Mwilambwe also thanked Ms. Robinson and was encouraged by her work. He questioned what the Council could do to help in order to see additional results.**

**David Hales, City Manager, addressed the Council. He noted frequent discussions as Ms. Robinson was a one woman show. There was a specific role and mission for the EDC but it lacked a focus on retail economic development. Ms. Robinson's role was a supportive one to the EDC. Discussions with the new EDC Director were planned. Ms.**

**Robinson has dozens of ongoing projects. She has networked and developed valuable connections. She was the best person for the job.**

**Alderman Lower noted that efforts in the Downtown had been mentioned. He questioned looking at the community at large.**

**Ms. Robinson responded that there were targeted areas specified in the Strategic Plan. She was working on various shopping centers. HyVee was close to breaking ground in the Lakewood Plaza. Sport Clips opened in the same plaza because of HyVee. Ashley Furniture had opened in the Colonial Plaza. Golden Corral and Slumberland were examples of efforts beyond Downtown.**

**Alderman Fruin stated his appreciation of Ms. Robinson's efforts. The Council should be informed before reading about developments in the newspaper. All involved must respect the situation. Improved communication would enhance Council's working relationships. He acknowledged it was a challenge.**

**Alderman Fazzini said that attracting new businesses was important. It was also important to retain current businesses. He believed that the EDC focused on business retention. He asked for an explanation of concept of leakage.**

**Ms. Robinson stated that eighty percent (80%) of growth came from existing businesses. Retail surplus and leakage reporting provided key information. The City must ensure that targeted businesses were attracted to key areas. It was important to interpret and communicate the data in this report to grow the local economy and expand the tax base. The data allowed for informed decisions to be made that affect business owners and all citizens.**

**Alderman Fazzini said that the goal was to keep dollars locally and discourage residents from shopping elsewhere. Leakage represented money that was leaving town and being spent elsewhere.**

**Alderman Black thanked Ms. Robinson for meeting with him and explaining the EDC's responsibilities. This evening's presentation was clear. He noted the Economic Excellence Facts and Figures card as an effort to sell the City. He also appreciated the use of interns.**

**The following was presented:**

**SUBJECT: Haney Plumbing & Rental Property Tax Abatement for Property Located at 407 – 409 W. Washington St.**

**RECOMMENDATION/MOTION: That the proposed property tax abatement be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.**



**STRATEGIC PLAN LINK:** Goal 6. Prosperous Downtown Bloomington; and Goal 4. Grow the local economy.

**STRATEGIC PLAN SIGNIFICANCE:** 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; 6d. Healthy adjacent neighborhoods linked to Downtown; 6e. Preservation of historic buildings; Objective 4a. Retention and growth of current local businesses; 4b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 4c. Revitalization of older commercial homes; 4d. Expanded retail businesses; and 4e. Strong working relationship among the City, businesses & economic development organizations

**BACKGROUND:** Haney Plumbing & Rental is a local company with nearly forty (40) years of experience in McLean County, ten (10) of which have included Downtown. The project in question would rehabilitate an existing structure located at 407 - 409 W. Washington St. which is located in Downtown.

This project would serve two (2) primary functions. First, it would serve as a six (6) unit residential apartment building for current and prospective residents of the Downtown community; a use that is currently in high demand as rental occupancy sits at 100% (Downtown Bloomington Association). Businesses are increasing the number of short-term employees working in the Downtown area. Secondly, the project site would serve to provide 1,600 square feet of enhanced commercial space.

In all, this revitalization project would invest a minimum of \$970,000 into taxable property and would serve to revitalize an existing structure in the Downtown community, an area highlighted on the Economic Development Target Area Map. In addition to the rehabilitation of an existing structure in a focus area of our community, a few elements of particular interest in regards to this project include its compatible design and occupancy, a synergy with the concepts outlined in the forthcoming Downtown Plan and a focus on environmentally sustainable outcomes.

In order to make the project financially feasible and thus complete the renovation, Haney Plumbing & Rental is requesting a freeze on real estate taxes owed on the site in question. This freeze, if approved by the taxing bodies, would allow Haney Plumbing & Rental to pay a portion of the new increment of property tax during each of the five (5) years while the company invests into the site. After the period of five (5) years is over, the company’s taxes will rise to take into account the full value of the new investment. At that point, all taxing bodies would begin to collect the full amount of post-investment taxes.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In addition to appropriate department heads and representatives from Public Works, PACE, Finance, Fire, Water and Police Departments, all having received the information and were invited to a comprehensive discussion on the application, the National Development Council, Economic Development Council for the Bloomington-Normal Area, Downtown Bloomington Association, Assessor for the Town of the City of Bloomington have been partners throughout the incentive application process. In addition to conducting informal meetings and communications with the

aforementioned entities, the tax abatement agreement may also be considered by the following committee and boards:

<b>COMMITTEE/BOARD</b>
BLOOMINGTON CITY COUNCIL
MCLEAN COUNTY FINANCE COMMITTEE
DISTRICT 87 SCHOOL BOARD
BLOOMINGTON NORMAL AIRPORT AUTHORITY BOARD
MCLEAN COUNTY BOARD
HEARTLAND COMMUNITY COLLEGE BOARD
BLOOMINGTON PUBLIC LIBRARY BOARD
CITY OF BLOOMINGTON TOWNSHIP BOARD
BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT BOARD

**FINANCIAL IMPACT:** According to the National Development Council, which conducted a full financial analysis of the developers and the project in question, (including a three year review of personal and business financial statements), this incentive is necessary in order to make the project financially viable. The company has leveraged existing financial resources and programs, including the Downtown Enterprise Zone, (a \$55,672 value), and the Harriet Fuller Rust Façade Grant Program, (a \$25,000 value), but a financial gap still exists. As proposed, this arrangement serves to strengthen the projects financial position and by way fill the identified financial gap.

As structured, the proposed property tax abatement agreement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes *plus* an additional increment equal to \$2,436.22 or 255.79% of the pre-project amount each year. For example, the City collected \$210.70 in 2012; therefore, in the first year of the tax abatement, the City will collect the pre-project amount of \$210.70 *plus* an additional \$328.25 of the new increment for a total of \$538.95 to be collected by the City. This will occur during each of the five (5) years during the tax abatement agreement. Upon completion of the five (5) year agreement, each taxing body will collect the full amount of taxes under the new assessment. For example, the City will go from collecting \$210.70 in the current year, to \$538.95 during each of the five (5) years under the tax abatement agreement and \$2,506.79 each year following the abatement. (An illustration of the incentive structure is included in the Financial Impact section of this memo.) Again, this approach would allow Haney Plumbing & Rental to close its financial gap while also maintaining an adequate market return in the initial years of the project.

It is important to note that the amount of abated taxes will vary from taxing body to taxing body, based on the size of each taxing body’s specific levy, (an estimate of said breakdown is provided within the Financial Impact section of this memo). As each taxing body will have their own tax abatement agreement, if one or more taxing bodies chose not to participate, this would have no effect whatsoever on taxing bodies that do choose to participate.

The tables below demonstrate the potential value of the capital investment and related property tax abatement as proposed for each of the taxing bodies affecting the parcel.

**Property Assessment Estimate**

*Table and information provided by the Assessor for the Town of the City of Bloomington.*

<b>407-409 W WASHINGTON</b>	<b>2013 ASSESSMENT</b>	<b>NEW ASSESSMENT</b>
	21-04-307-003	@ COMPLETION OF WORK
<b>LAND</b>	\$18,681	\$18,681
<b>IMPROVEMENTS</b>	\$981	\$217,819
<b>TOTAL</b>	<b>\$19,662</b>	<b>\$236,500</b>

**Proposed Tax Abatement Agreement & Related Estimates**

*Table and information provided by the McLean County Illinois Parcel Information System.*

*Estimates calculated by Economic Development Coordinator.*

<b>Taxing Body</b>	<b>2012 Tax Rate</b>	<b>2012 Taxes Collected</b>	<b>Est. Taxes Collected During Agreement (Per Year)</b>	<b>Est. Abatement During Agreement (Per Year)</b>	<b>Est. Taxes Collected After Agreement (Per Year)</b>
<b>Heartland Comm College</b>	0.482550	\$95.93	\$245.38	\$895.94	\$1,141.32
<b>B-N Water Reclamation Dist</b>	0.164020	\$32.61	\$83.41	\$304.56	\$387.98
<b>McLean County</b>	0.911650	\$181.22	\$463.54	\$1,692.51	\$2,156.06
<b>Blm-Nrm Airport Auth</b>	0.127450	\$25.34	\$64.82	\$236.66	\$301.48
<b>City Of Bloomington Library</b>	0.256200	\$50.93	\$130.27	\$475.66	\$605.94
<b>CUSD 87 Bloomington</b>	4.723220	\$938.93	\$2,401.69	\$8,769.18	\$11,170.88
<b>City Of Bloomington Township</b>	0.141450	\$28.12	\$71.93	\$262.63	\$334.56
<b>City Of Bloomington</b>	1.059900	\$210.70	\$538.95	\$1,967.84	\$2,506.79
<b>Totals</b>	<b>7.86644</b>	<b>\$1,563.78</b>	<b>\$4,000.00</b>	<b>\$14,605.00</b>	<b>\$18,605.00</b>
<b>VALUE OF ABATEMENT AFTER 5 YEARS: (ASSUMES ALL TAXING BODIES PARTICPATE)</b>			<b>% OF PROJECT COSTS (ASSUMES ALL TAXING BODIES PARTICPATE)</b>		
\$73,025			7.52%		

**Proposed Property Tax Abatement Illustration**

<b>Taxing Body</b>	<b>2012 Taxes</b>	<b>Year 1 Taxes</b>	<b>Year 2 Taxes</b>	<b>Year 3 Taxes</b>	<b>Year 4 Taxes</b>	<b>Year 5 Taxes</b>	<b>Year 6 Taxes</b>
<b>Heartland Comm College</b>	\$95.93	\$245.38	\$245.38	\$245.38	\$245.38	\$245.38	\$1,141.32
<b>B-N Water Reclamation Dist</b>	\$32.61	\$83.41	\$83.41	\$83.41	\$83.41	\$83.41	\$387.98
<b>McLean County</b>	\$181.22	\$463.54	\$463.54	\$463.54	\$463.54	\$463.54	\$2,156.06
<b>Blm-Nrm Airport Auth</b>	\$25.34	\$64.82	\$64.82	\$64.82	\$64.82	\$64.82	\$301.48
<b>City Of Blm Library</b>	\$50.93	\$130.27	\$130.27	\$130.27	\$130.27	\$130.27	\$605.94
<b>CUSD 87 Blm</b>	\$938.93	\$2,401.69	\$2,401.69	\$2,401.69	\$2,401.69	\$2,401.69	\$11,170.88
<b>City Of Blm Township</b>	\$28.12	\$71.93	\$71.93	\$71.93	\$71.93	\$71.93	\$334.56
<b>City Of Blm</b>	\$210.70	\$538.95	\$538.95	\$538.95	\$538.95	\$538.95	\$2,506.79
<b>TOTAL</b>	<b>\$1,563.78</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$18,605</b>

In addition to the \$2,436.22 or 255.79% annual increase in property taxes in each of the first five (5) years of the agreement, there are a number of other ways in which this project will be beneficial to the community outside of the capital investment figures. As these aspects are difficult to quantify, an overview of the potential positive effects of this project are outlined below. Ultimately, this project will:

- Use local workforce during construction and upon completion of the commercial section.
- Increase the property value of the affected building and have a positive impact on the surrounding area.
- Allow for the expansion of local commercial businesses.
- Renovate a Downtown property that has been in our community for over 100 years; when complete, citizens and local businesses will benefit from enhanced Downtown aesthetics.
- Stimulate positive communication between developers, City staff and economic development organizations within our community and open the door for future development opportunities.
- Enhance the perception of the Downtown among City residents.
- Be a source of pride for those actively working to improve the Downtown.

**City of Bloomington Economic Development Incentive Guideline**

*It is also important to note that the proposed incentive embraces the goals and objectives outlined in the City of Bloomington’s Economic Development Incentive Guideline, as adopted by Council in 2012.*

The goals and objectives of said criteria, along with the ways in which the Haney Plumbing & Rental development meets such principals, are summarized herein as follows:

<b>GOAL/OBJECTIVE</b>	<b>CRITERIA FULFILLED</b>
1. <b>Provide a distinct financial return</b>	<ul style="list-style-type: none"> <li>• NDC confirmed financial gap</li> <li>• Immediate financial return exists</li> </ul>
2. <b>Initiated by a formal application process</b>	<ul style="list-style-type: none"> <li>• Completed application packet enclosed</li> <li>• Financial statements provided to NDC</li> </ul>
3. <b>Derived from new incremental revenue</b>	<ul style="list-style-type: none"> <li>• Only newly generated revenue will be utilized for the incentive; no existing funds will be allocated</li> </ul>
4. <b>Appropriate amount and length of time</b>	<ul style="list-style-type: none"> <li>• Eight (8) percent (%) of the project cost is proposed to be returned in the form of a property tax incentive</li> <li>• Project is not retail based and therefore may exceed the 50% threshold</li> <li>• Incentive is limited to five (5) years</li> </ul>
5. <b>Project Basis</b>	<ul style="list-style-type: none"> <li>• Incentive is based on one (1) project and is being distributed to the property owners/developers</li> </ul>
6. <b>Development agreement with performance based measurements &amp; claw back provisions</b>	<ul style="list-style-type: none"> <li>• Development agreement with appropriate performance measurements and claw back provisions included in the application packet</li> </ul>
7. <b>State and federal regulations to be met</b>	<ul style="list-style-type: none"> <li>• To the best of Staff's knowledge, all state and federal regulations have been met by the applicant(s) up to the point of submission of this memo</li> </ul>
8. <b>Incentives for future development</b>	<ul style="list-style-type: none"> <li>• Incentives will be applied to the development in accordance with the project pro forma and sworn statement provided; developer was encouraged to complete exterior work prior to consideration by the City Council in order to protect the property from the winter weather elements</li> </ul>

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager

## TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (the “*Agreement*”) is made this 28<sup>th</sup> day of January, 2013, between the City of Bloomington, McLean County, Illinois (the “*City*”) and Joseph D & Ruth Haney, DBA Haney Plumbing & Rental, (the “*Developer*”), a sole proprietorship.

WHEREAS, the City of Bloomington (the “*City*”) is a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer’s decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Joseph D & Ruth A Haney, DBA Haney Plumbing & Rental, a sole proprietorship (the “*Developer*”) has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a building that is nearly 100 years old and located at 407-409 West Washington (the “*Building*”) in the area known as “Downtown Bloomington”; and,

WHEREAS, the Developer has advised the City that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the Developer has submitted a plan for the redevelopment and rehabilitation of the Building, which has remained vacant for many years, to construct a multi-unit rental property with six (6) residential units and commercial space on the ground floor (the “*Project*”); and,

WHEREAS, the current equalized assessed value of 407-409 West Washington (the “*Subject Property*”) is described in *Exhibit A* attached hereto; and,

WHEREAS, the Subject Property is identified as tax parcel 21-04-307-003 (the “*Tax Parcel*”), which is 0.45 acres in size; and,

WHEREAS, for purposes of this Agreement, the “Base EAV” of the Subject Property will be deemed to be the 2012 assessed value of the Tax Parcel; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

*Commercial and industrial.*

The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require \$970,632 of investment, including the cost of acquisition, to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the City grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the City is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings herein contained and other valuable consideration, the parties hereby agree as follows:

*Section 1.* The City hereby agrees to adopt a Resolution, in the form attached hereto as *Exhibit A* (the “*Resolution*”), directing the County Clerk to abate that portion of the real estate taxes levied by the City against the Subject Property over and above the sum of \$4,000.00. Said abatement shall be for a period of five (5) years, as stated in the Resolution. The City agrees to adopt and file any other documents that may be required from time to time to effectuate said abatements, including (*if necessary*) annual abatement resolutions.

*Section 2.* The Developer hereby agrees, on or before April 30, 2015, to redevelop and reconstruct the building located on the Subject Property to provide a multi-family rental facility with 6 residential units and commercial space on the ground floor (the “*Project*”) for a total investment of no less than \$970,632.

*Section 3.* The Developer hereby covenants and agrees to submit to the City on or before July 31, 2015, the following items, to-wit: paid invoices (including statements at least monthly for development and general contractor fees), bills, contracts (including the agreement of the parties relative to acquisition of the Subject Property), lien waivers or other evidence as may be requested by the City to demonstrate an investment of no less than \$970,632 to complete the Project.

*Section 4.* This Agreement is subject to termination by the City after sixty (60) days written notice at any time during the term of this Agreement:

1. The Developer has failed to demonstrate that it has invested at least \$970,632 for improvements related to the Subject Property, including, without limitation, acquisition costs, site work, building construction, costs and fees, and equipment (purchased and installed).
2. The Developer has failed to complete the Project on or before April 30, 2015.

*Section 5.* The Developer covenants and agrees, warrants and represents that it shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Subject Property.

*Section 6.* For so long as this Agreement shall remain in full force and effect, the Developer agrees to provide access to and authorize inspection of the Subject Property upon request of the City to ensure that the improvements are made according to the specifications and conditions of this Agreement.

*Section 7.* In the event this Agreement is terminated due to the Developer's breach of any provision of this Agreement, then all taxes abated by the City pursuant to this Agreement shall be repaid to the City within thirty (30) days of City's request therefore. Additionally, the City shall direct the County Clerk not abate any of the City's levy of property taxes of the Subject Property.

*Section 8.* The City may extend the date set forth in *Section 3 a.1* of this Agreement, if the Developer reasonably demonstrates the necessity for any such extension(s).

*Section 9.* The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

*Section 10.* This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, action or any other legal proceeding against the other, the venue shall be the Circuit Court of McLean County, Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party, its attorney's fees, court costs, and other costs of litigation.

*Section 11.* Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

*Section 12.* Any notice required under this Agreement shall be given to the respective parties as follows:



*To the Developer:*

Haney Plumbing & Rental  
Attn: Joseph D & Ruth A Haney  
9030 Hardesty Run  
Bloomington, Illinois 61705

*To the City:*

City of Bloomington  
Attn: Justine Robinson  
109 East Olive Street  
Bloomington, Illinois 61701

*with a copy to:*

Kathleen Field Orr & Associates  
Attn: Kathi Orr  
53 West Jackson Blvd., Suite 935  
Chicago, Illinois 60604

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois municipal corporation

By: Tari Renner, Mayor

*Attest:*

Tracey Covert, City Clerk

Haney Plumbing & Rental, a sole proprietorship

By: Joseph Haney

**RESOLUTION NO. 2014 - 03**

**A RESOLUTION OF THE CITY OF BLOOMINGTON, ILLINOIS,  
ABATING CITY PROPERTY TAX**

WHEREAS, the City of Bloomington (the “City”) is a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer’s decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Joseph D & Ruth A Haney, DBA Haney Plumbing & Rental, a sole proprietorship (the “Developer”) has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a century old building located at 407-409 West Washington (the “Building”) in the area known as “Downtown Bloomington”; and,

WHEREAS, the Developer has advised the City that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the Developer has submitted a plan for the redevelopment and rehabilitation of the Building, which has remained vacant for many years, to construct a multi-unit rental property with six (6) residential units and commercial space on the ground floor (the “Project”); and,

WHEREAS, the current equalized assessed value of 407-409 West Washington (the “Subject Property”) is described in *Exhibit A* attached hereto; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

- (1) *Commercial and industrial.*

(A) The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require an investment of \$970,632, to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the City grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the City is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

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

*Section 1.* The Tax Abatement Agreement by and between the City and Haney Plumbing & Rental, in the form attached hereto, is hereby approved and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

*Section 2.* The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied by the City against the Subject Property over and above the sum of \$4,000.00 commencing with the 2016 taxes payable in 2017; the 2017 taxes payable in 2018; the 2018 taxes payable in 2019; the 2019 taxes payable in 2020; and, the 2020 taxes payable in 2021; subject, however, to cancellation and termination upon written notice from the City Clerk of a default by the Developer under the Tax Abatement Agreement.

*Section 3.* The real estate tax abatement provided in Section Two shall terminate immediately upon written notice from the City Clerk that, at any time after April 30, 2015, a default has occurred on the part of the Developer which has not been cured.

*Section 4.* Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

*Section 5.* This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Bloomington, McLean County, Illinois, this 27<sup>th</sup> day of January, 2014.

AYES: 8  
NAYS: 0  
ABSENT: 1

APPROVED:

Tari Renner, Mayor

*Attest:*

Tracey Covert, City Clerk

(EXHIBIT A. EQUALIZED ASSESSED VALUE ON FILE IN CLERK'S OFFICE)

**Mayor Renner introduced this item.**

**Alderman Schmidt recognized the Haneys for the quality and detail of their work in the Downtown. The addition of residential rentals and commercial space in the Downtown would be an asset. She thanked the Haneys for their work. She was glad that the City provided an opportunity for public/private partnership.**

**Alderman Stearns believed it was nice to see encouragement for those willing to take on a historic property. This property would be an addition to the Downtown. This building helped to make the City unique. Renovation was difficult and expensive. She questioned if there were other historic properties which would be eligible for abatement. She cited adjacent neighborhoods.**

**Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Property Tax Abatement be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT: Text Amendments to Chapter 21. Refuse, Section 3001.(a) and Section 300.6.**

**RECOMMENDATION/MOTIONS: That the Text Amendments be approved and the Ordinance passed.**

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

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

**BACKGROUND:** Staff has expressed concerns about logistics and efficiency in regard to refuse collection at multiple family residences throughout the study and analysis of the Solid Waste Program. As staff proceeded with accepting cart orders from the public, these issues rose to the forefront. This memorandum will provide general updates on the program as a whole (Attachment 3), two (2) issues come to the Council with recommended text amendments:

- Refuse fees in regard to the Downtown and Bloomington Housing Authority properties and at apartments in which owners wish to enact cart sharing among tenants, Chapter 21. Section 300.6. This text amendment also corrects language to reflect the intent of Council and staff regarding residents substituting refuse carts.
- Collection at apartments with more than six (6) units, Chapter 21. Section 300.1 (a).

### **Apartment cart sharing**

Throughout the process of study and analysis of solid waste collection, staff has strived for efficient and effective service through implementation of automated refuse collection. In regard to multifamily residences, issues regarding logistics of collection and efficiency when collecting multiple carts at a location have been raised at various times.

The question of whether to and how to accommodate cart sharing among apartment tenants arose as staff began accepting cart orders from the public. To date, there has been no decision at the Council level regarding cart sharing. Mailers for cart orders were sent to each individual residence, including every apartment in multifamily buildings. A number of landlords contacted the City wishing to order carts for the building as a whole in order to have fewer but larger carts. Staff believes this to be a beneficial request both for efficient collection of refuse and space issues seen by property owner.

**Positives:** A multifamily property owner would have less storage demands and greater efficiency under tenant cart sharing. Also, some property owners take it upon themselves to set out refuse. Their work would be lessened. For the City, the savings are in time and gasoline – picking up, two (2) 95 - gallon carts instead of five (5) 35 - gallon carts as an example. The space needed along the parkway would also be reduced. This would be especially useful along streets with on-street parking, where Public Works anticipates having difficulty accessing carts. Associated benefit: Cart sharing might prompt landlords and tenants to begin or increase recycling. Staff will raise the topic of obtaining recycling carts in the course of a conversation with a landlord regarding refuse carts. An addition of a recycling cart will not increase direct cost to the landlord or tenants. Apartments currently produce little recycling compared to single family homes. Staff is concerned given the nearby landfill space is dwindling and recycling is environmentally responsible. While recycling carts are typically assigned to a specific apartment unit, staff is willing to assign a shared recycling cart, registered under the landlord's name, to an entire apartment building.

**Negatives:** Garbage cart sharing will require more administrative work to arrange and keep track of each cart sharing property. Also, it creates a problem in tracking the carts themselves. Individual carts are issued by serial number to addresses, including apartment unit numbers, and are the responsibility of the homeowner or tenant. Cart sharing means carts will be collectively assigned to an address with unclear responsibility for the equipment. Cart sharing also creates an accounting issue. If staff's recommendation is followed, tenants of a five (5) unit complex would be billed a combined \$80, (\$16 times five), per month. However, the five (5) unit complex might be served by two (2) 95 - gallon carts, which among single family residences would generate \$40 per month (\$20 times two). An audit of revenue generation becomes complicated as revenue would exceed the simple mathematical equation of revenue generated per cart.

**Financial impact:** Cart sharing should create minor financial savings. The extent of revenue is unknown and dependent upon how many landlords select this option.

**Three options:** Staff formulated three (3) options regarding cart sharing, with a recommendation for Option 2.

- Option 1: Decline to allow cart sharing. Each apartment unit has its own cart. For a five (5) unit apartment, this could mean five (5) 35 - gallon carts or it could mean a combination of cart sizes. The landlord is required to make accommodations for storage based on the tenants' cart orders. Landlords also have the option of declining City service and contracting for solid waste service. *Not recommended by staff.*
- Option 2: A landlord can request cart sharing in writing, landlord determines the number of carts and sizes needed, as long as the number of larger carts, (65 - gallon and/or 95 - gallon), equals half the number of units or less. (Examples: a five (5) unit building sharing carts, the maximum number of 95 and 65 - gallon carts would be a total of two (2); a six (6) unit building would be allowed up to three (3) 95 and 65 gallon carts, etc.). The Public Works Director or his designee must agree and sign off on the cart sharing arrangement. Each unit will be charged the minimum fee under the City's new variable structure - \$16, starting May 1, 2014. *Recommended by staff.*
- Option 3: For accounting purposes, the larger carts are assigned to specific units. For example, two (2) tenants of a five (5) unit complex might be billed for a 95 gallon cart, (\$20 per month apiece), while three (3) are billed for 35 gallon carts, (\$16 apiece). The difference is a dollar per week, the unfairness seems glaring. *Not recommended by staff.*

**Conclusion:** Option 2 marks a departure from the Council policy of affixing a price to every ratepayer based on the size of a cart actually being used. However, cart sharing would better achieve the Council policy to continue service to multiple family residences, as expressed by the vote on September 23, 2013. It also better aligns policy with Strategic Plan Objective 1d, which states "City services delivered in the most cost-effective, efficient manner." Under Option 2, the departure from the new billing structure would save the City money, increase efficiency and accommodate owners and tenants of multiple family housing. While it complicates the cart tracking and billing processes, it does not do so to an unreasonable level and it simultaneously eases garbage collection.

**Condominiums:** Condominiums represent a collection of individually owned properties and would not qualify for cart sharing under staff's proposal. Cart sharing requires common ownership.

### **Other proposed changes to Refuse Fee**

Three (3) other changes are proposed in the Refuse Fee section of Chapter 21.

- Setting the monthly fee for Downtown residents at the lowest residential rate - currently set for \$16 as of May 1, 2014. Cart use will not be practical in the Downtown. Downtown residents receive no curbside service for bulk or recycling. Therefore, staff recommends that they should be charged the minimum fee for refuse service.
- Setting the monthly fee for Bloomington Housing Authority (BHA) residents at the lowest residential rate - currently set for \$16 as of May 1, 2014. Like Downtown, BHA properties will continue to receive manual collection for logistical reasons. Therefore, a refuse fee based on cart size does not apply. Noting that the Council already has a provision for discount to low-income households, staff believes it fair and right to charge BHA residents the minimum fee, which is the discounted rate - currently \$16, starting May 1.
- Upsizing carts: Staff believes the Council on December 9, 2013, intended to set a \$30 administrative fee for ordering larger carts when making a substitution from a smaller to a larger cart. The proposed ordinance amendment clarifies the meaning of the provision.

### **Collection of refuse at larger apartment complexes**

A second proposed text amendment involves reconsideration of collection at large apartment complexes. The Council on September 23, 2013, voted against staff's proposal to end service to apartments with *more than four (4) units*. It voted to leave apartments under City service unless the owner opts out of the program. As the cart roll-out nears, logistical concerns regarding collection at large apartment complexes persist. Informal conversations have occurred recently, and the topic has arisen. Aldermen Schmidt and Stearns recently indicated that they do not oppose ending service to apartments with *more than six (6) units*. They are familiar with property management issues, as they own rental property. Both voted to retain service to apartments on September 23, 2013. The proposed ordinance, therefore, has been revised to withdraw service to apartments with *more than six (6) units*. Staff recommends approval.

It is staff's belief that high density apartment complexes are better served by the private sector. A high-density complex is served best logistically by concentrating collection at central points through the use of trash dumpsters and recycling dumpsters. Private haulers are equipped with trucks to unload these dumpsters. The City has no trucks equipped to handle roll-off dumpsters and acquiring and staffing them would require substantial investment. Most property owners also see the logic in this; the owner of Eisenhower Dr. apartments withdrew from City services after considering logistical issues, including storage of tenants' garbage carts. Other owners of major complexes previously opted out of City service. The proposed ordinance would prevent them from initiating or returning to City service and would prevent new high density complexes from entering the City's collection system.

High density apartment complexes present a serious dilemma in that they lack storage facilities for mass numbers of wheeled carts. It also would be onerous to keep track of a specific cart assigned to a specific apartment unit within the complex. Because of their weight, even when empty, the carts cannot be safely carried to upstairs hallways. They must be stored at ground level, unless the apartment is equipped with an elevator. Cart collection also presented a problem: parked cars would block collection trucks from accessing the rows of carts that tenants would place along the parkway. The drivers of automated refuse collection trucks would constantly have to dismount and wheel the cart to the automated arm for pickup.

**Six units or fewer:** By retaining City service to apartments with up to *six (6)* units, the City will maintain services to most if not all houses that have been divided into apartment units and to small apartment buildings. This primarily affects rentals in older neighborhoods near the City's core. Keeping these house type apartment buildings under City service remedies two (2) major concerns expressed by Council members in September 2013 during discussion regarding discontinuance of service: unsightliness of large, steel roll-off bins (dumpsters) in neighborhoods, including our historic areas, and additional truck traffic in the neighborhoods necessitated by private collection. Please note that the text amendment wording specifies that the units be on the same parcel to be considered as an apartment building. Therefore, if an owner has two (2) adjacent houses divided into six (6) apartments each, the property still qualifies for City service as two (2), six (6) unit buildings, unless the two (2) houses are on a single parcel.

**Scope:** According to City billing records, the proposed ordinance would result in discontinuances of refuse service for fourteen (14) properties with a combined 127 apartment units. The largest is a twenty-three (23) unit complex at 307 Riley Dr. A listing was provided to the Council. The original proposal, rejected by the Council in September 2013, would have removed sixty-three (63) buildings with 643 units from City service.

**Condominiums:** Condominiums represent a collection of individually owned properties and, while posing logistical challenges, would remain under City service unless a condominium association opts out of service.

**Bloomington Housing Authority properties:** BHA and the City have made arrangements for continued manual collection of refuse. The properties are not privately owned apartments and are not part of the proposal.

**FINANCIAL IMPACT:** The financial impact will be limited. The 127 units which would have service discontinued currently generate \$2,032 in revenue per month. Solid Waste is an Enterprise Fund, the fund annually is made whole through a subsidy from the General Fund. Therefore, the current refuse system and its individual parts cannot logically be seen as making money.

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch, Director of Public Works



Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

### **ATTACHMENT 3**

#### **Informational Updates on Automation Roll-out**

#### **Informational Update: Collection begins March 3**

Our vendor, Rehrig Pacific, expects delivery of refuse carts to begin in early February 2014 and to be completed before the end of the month. However, the City will not begin collecting from these carts until March 3, 2014. Doing otherwise would require crews to run their routes twice – once using manual collection and again using the new trucks with automated, mechanical arms. (The new trucks are not well suited for manual collection.) Doing so would be extremely inefficient and may require mass amounts of overtime. Residents will receive a flier inside their carts during delivery telling them, among other things, that they cannot use them until March 3<sup>rd</sup>.

#### **Informational Update: Collection of Old Refuse Containers**

Public Works and the City's recycler, Midwest Fiber, have cooperatively worked through ideas on recycling old refuse cans and plastic refuse containers. The City will pick them up curbside after March 3, 2014, but only if they are clearly marked as materials intended for recycling. This marking might consist of a note taped to the container stating, "Recycle me." The containers also may be dropped off at the Public Works drop-off facility at East and Jackson Str. or at Midwest Fiber's facility. Midwest's drop off location is located at 422 S. White Oak Rd., Normal, to the right of the entrance as soon as you enter off of White Oak Rd. The information will be included in the flier placed in new refuse carts.

#### **Informational Update: Sticker Program**

The Finance Department is helping Public Works navigate through logistics of starting the sticker program approved by the Council on December 6, 2013.

#### **Informational Update: Other Text Amendments**

City staff is in the process of reviewing Chapter 21 for other possible text amendments. It is anticipated that the future revisions will be brought to the Council in February 2014 to address loose ends regarding automated collection.

#### **Informational Update: Staffing Calls and Walk-ins**

The administrative staff has answered an uncounted hundreds of telephone inquiries on the program and accommodated numerous walk-in customers. They have done a remarkable job guiding people through the process and helping them signed up. The City Clerk's Office also is

to be commended. It aided walk-in residents at City Hall, at times signing them up online, rather than directing them to walk to the Government Center in freezing weather.

**Informational Item: FAQ on Rates**

One of the common pieces of confusion regards rates. Numerous callers believed the charges based on cart sizes represented an addition to the current \$16 fee. Staff has assured them that the Council had not doubled the refuse fee.

**Informational Item: Mobile Home Parks Opt Out**

The owner of four (4) mobile home parks have decided to opt out of City service and contract with a private hauler. The parks are Hilltop, Grandview, Alexander and Maple Grove. They will leave City service on February 1, 2014. Six (6) mobile home parks remain under City refuse service.

**Mayor Renner introduced this item.**

**Alderman Schmidt cited the background of this item: concerns raised by landlords regarding the number and selection of refuse carts. There were ideas presented which were not included in the proposed text amendments. These text amendments had not been vetted with the landlords. In general, she supported this item. She also addressed the Downtown issue. She noted the Downtown Property Owners Association.**

**Alderman Black recommended that this item be placed on a Committee of the Whole meeting agenda. He welcomed landlords' feedback.**

**Alderman Fazzini recommended that this item be tabled.**

**Alderman Stearns believed that the refuse carts were ready for delivery.**

**Jim Karch, Public Works Director, addressed the Council. This had been a tough process. Work on this major change started in September 2012. Delivery of refuse carts would commence on Tuesday, February 4, 2014. Each cart would have a waterproof informational sheet placed inside. City staff had received questions from landlords and/or apartment dwellers regarding cart sharing. City staff did not have the authority to take action on these requests. City staff was attempting to finalize the numbers. Cart sharing was a customer service issue. It offered operational benefits. Cart sharing would not apply to buildings with more than six (6) units. Historically, the City had not addressed solid waste services in the Downtown or at the Bloomington Housing Authority. He acknowledged that there needed to be a dialogue. The City needed to develop a plan to start billing these two (2) areas, (Downtown and Bloomington Housing Authority).**

**David Hales, City Manager, addressed the Council. The two (2) proposed text amendments address the whats (Council) and the hows (staff). There were a variety of situations. He noted the outreach to landlords. There would be gains. Future recommendations were anticipated.**

**Alderman Schmidt believed that these text amendments had been developed quickly and for her there was a disconnect. She expressed her concern regarding the policy details.**

**Mr. Karch noted that City staff had been reacting to citizens' questions. He noted the current code required one (1) refuse cart per unit. City staff's goal was apartment building flexibility. The value was customer service. Cart sharing would be voluntary.**

**Alderman Stearns believed that citizens would be confused by cart sharing. The City should have been more careful. She added her preference that this item be laid over to a specific date.**

**Alderman Fruin recommended that the Council keep this simple. He cited a one size fits all approach. He noted the impact upon the strategic plan. He wanted to be supportive of this item. He hoped that the proposed text amendment had been well thought out. It addressed the size of the building and the number of units. He restated the importance of keeping this simple. The Solid Waste program was in an Enterprise Fund which meant that this service should be self-sufficient.**

**Mayor Renner informed the Council that it needed to take action quickly.**

**Mr. Hales addressed the Council. City staff needed guidance and direction from the Council. He questioned if the Council wanted a public hearing to be held during the February 17, 2014 Committee of the Whole meeting.**

**Alderman Sage questioned if City staff had listened to input from citizens to develop the text amendments. The language needed to be vetted.**

**Alderman Schmidt had heard questions and believed that there was new information.**

**Alderman Lower requested additional clarity. Discussion was needed regarding cart handling for senior citizens and the handicapped.**

**Mr. Hales stated that there had been no change to the City's current policy. The truck driver would retrieve and return the carts for those who were unable to handle same.**

**Alderman Stearns echoed Alderman Lower's comments. She was aware that the City offered assistance. She added that landlords and tenants should be included in the discussion. The proposed text amendments represented a first step.**

**Mayor Renner stated that this item would appear on the February 17, 2014 Committee of the Whole meeting agenda.**

**Alderman Black addressed Council direction. The Council's conversation needed to reflect that landlords should be provided with an opportunity to address these proposed text amendments.**

**Mr. Hales stated that City staff would reach out to the impacted properties and make the property owners aware of same and request their feedback.**

**Motion by Alderman Fazzini, seconded by Alderman Stearns that the item be tabled.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Mayor and Council. He requested input regarding the Comprehensive Land Use Plan. The City would not be retaining Houseal Lavigne for professional planning and visioning services. The City would work with the McLean County Regional Planning Commission, (MCRPC). The City would move forward as quickly as possible. The City was facing financial challenges. He encouraged the Council to review the current plan and provide direction regarding wanted improvements to same. The City needed to determine the scope of work. The Plan would appear before the Planning Commission.**

**Alderman Sage noted that the MCRPC would facilitate, enable and coordinate the Plan. The City would own the Plan. The MCRPC would incorporate all of the City's ideas for the Plan. The City would take the lead and direct same.**

**Mr. Hales stated that the MCRPC would be challenged to meet the City's vision. Social and economic data would be interpreted. There would be a public participation plan. The MCRPC had no track record with same.**

**Alderman Lower had spoken with past elected officials. The City had past plans and needed to tap into past experiences.**

**Alderman Mwilambwe had attended the January 22, 2014 Planning Commission meeting. The scope of work was significant. It would take a year to eighteen (18) months to complete. He questioned the MCRPC's ability to handle this project. He questioned the time line and implementation. He believed that it would be years before the City saw the results.**

**Mr. Hales had met with the MCRPC's Executive Committee. This would be an eighteen (18) month process. The MCRPC would dedicate fifty percent (50%) of its man hours for this project. Input would be provided by the Planning Commission and/or Council. The MCRPC anticipated receipt of additional funds from the IL Department of Transportation.**

**Alderman Mwilambwe addressed the artistic portion, i.e. City branding. The City performed the work. There have been accolades.**

**Mr. Hales did not believe that branding would be included in the MCRPC's scope of work. Branding addressed economic development. It needed to be done right and well.**

**MAYOR'S DISCUSSION: Mayor Renner extended his appreciation to George Boyle, Asst. Corporation Counsel, for his efforts regarding the Alcoholic Beverage code.**

**ALDERMEN'S DISCUSSION: Alderman Fazzini informed the Council that he had attended the McLean County Indian Association Annual Meeting on Sunday, January 26, 2014. He noted that there were 7,000 residents from India here in the community. These individuals were interested in integrating into the community.**

**Alderman Sage noted the Mayor's State of City remarks. He thanked the Mayor for his leadership. He noted the accomplishments. He cited the Mayor's significant partnership with the City Manager. The Council was more effective. It was looking and moving forward.**

**Motion by Alderman Black, seconded by Alderman Lower, that the meeting be adjourned. Time: 8:26 p.m.**

**Motion carried.**

**Tracey Covert  
City Clerk**

SPECIAL SESSION  
CITY COUNCIL  
City Hall Conference Room  
July 22, 2013

Council present: Aldermen Mboka Mwilambwe, Rob Fazzini, Karen Schmidt, Jim Fruin, Kevin Lower, Scott Black, Judy Stearns and David Sage, and Mayor Tari Renner.

Council absent: Alderman Jennifer McDade.

Staff present: David Hales, City Manager, Barb Adkins, Deputy City Manager, Todd Greenburg, Corporation Counsel, Justine Robinson, Economic Development Coordinator, and Tracey Covert, City Clerk.

Mayor Renner called the Special Session to order at 6:00 p.m. He noted the topic: Purchase of Real Estate, Section 2 (c) (5).

Motion by Alderman Schmidt, seconded by Alderman Fazzini to recess to Executive Session regarding Purchase of Real Estate – Section 2 (c) (5). Time: 6:01 p.m.

Motion carried, (viva voce).

Motion by Alderman Black, seconded by Alderman Fazzini to return to Special Session and adjourn. Time: 6:28 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk

SPECIAL SESSION  
CITY COUNCIL  
City Hall Conference Room  
August 12, 2013

Council present: Aldermen David Sage, Mboka Mwilambwe, Judy Stearns, Rob Fazzini, Karen Schmidt, Jim Fruin, Jennifer McDade, Scott Black, and Mayor Tari Renner.

Council absent: Alderman Kevin Lower.

Staff present: David Hales, City Manager, Barb Adkins, Deputy City Manager, Todd Greenburg, Corporation Counsel, and Tracey Covert, City Clerk.

Mayor Renner called the Special Session to order at 5:01 p.m. He noted the topics: Review of Closed Session Minutes, Section 2(c)(21) and Worker's Compensation, Section 2(c)(12).

Motion by Alderman Sage, seconded by Alderman Fazzini to recess to Executive Session regarding Review of Closed Session Minutes, Section 2(c)(21) and Worker's Compensation, Section 2(c)(12).

Motion carried, (viva voce). Time: 5:03 p.m.

Motion by Alderman Sage, seconded by Alderman Fazzini to return to Special Session and adjourn. Time: 5:36 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk

SPECIAL SESSION  
CITY COUNCIL  
City Hall Conference Room  
October 28, 2013

Council present: Aldermen Kevin Lower, David Sage, Mboka Mwilambwe, Judy Stearns, Rob Fazzini, Karen Schmidt, Jim Fruin, Scott Black and Judy Stearns.

Council absent: Alderman Jennifer McDade, (*Alderman McDade arrived at 5:32 p.m.*), and Mayor Tari Renner.

Staff present: David Hales, City Manager and Tracey Covert, City Clerk.

Alderman Schmidt called the Special Session to order at 5:00 p.m. She noted the topics: Employment, Compensation, and Performance of Specific Employees of the City, Section 2 (c) (1); Worker's Compensation, Section 2 (c) (12); and Possible Land Acquisitions, Section 2 (c) (5).

Motion by Alderman Sage, seconded by Alderman Lower to allow Mayor Renner to participate remotely via telephone.

Motion carried, (viva voce).

Motion by Alderman Sage, seconded by Alderman Fazzini to recess to Executive Session regarding Employment, Compensation, and Performance of Specific Employees of the City, Section 2 (c) (1); Worker's Compensation, Section 2 (c) (12); and Possible Land Acquisitions, Section 2 (c) (5).

Motion carried, (viva voce).

Motion by Alderman McDade, seconded by Alderman Fruin to return to Special Session and adjourn. Time: 5:53 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk



SPECIAL SESSION  
CITY COUNCIL  
City Hall Conference Room  
November 12, 2013

Council present: Aldermen Kevin Lower, David Sage, Mboka Mwilambwe, Judy Stearns, Rob Fazzini, Karen Schmidt, Jim Fruin, Jennifer McDade and Mayor Tari Renner.

Council absent: Alderman Scott Black.

Staff present: David Hales, City Manager, Emily Bell, Human Resources Director, and Tracey Covert, City Clerk.

Mayor Renner called the Special Session to order at 5:34 p.m. He noted the topics: Employment, Compensation & Performance of Specific Employees, Section 2 (c) (1) and Possible Land Acquisition, Section 2 (c) (5).

Motion by Alderman Sage, seconded by Alderman Mwilambwe to recess to Executive Session regarding Employment, Compensation & Performance of Specific Employees, Section 2 (c) (1) and Possible Land Acquisition, Section 2 (c) (5).

Motion carried, (viva voce).

Motion by Alderman Schmidt, seconded by Alderman Fazzini to return to Special Session and adjourn. Time: 6:44 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk

SPECIAL SESSION  
CITY COUNCIL  
City Hall Conference Room  
December 9, 2013

Council present: Aldermen Kevin Lower, David Sage, Mboka Mwilambwe, Judy Stearns, Rob Fazzini, Karen Schmidt, Jim Fruin, Jennifer McDade, Scott Black and Mayor Tari Renner.

Staff present: David Hales, City Manager, Mark Huber, Director – PACE, Rosalee Dodson, Asst. Corporation Counsel, and Tracey Covert, City Clerk.

Others present: Greg Meeder, attorney with Holland & Knight and Dana Ketchmark, Ketchmark & Associates, Inc.

Mayor Renner called this Special Session to order at 5:01 p.m. He noted the topics: Potential Litigation, Section 2 (c) (11) and Personnel, Section 2 (c) (1).

Motion by Alderman Schmidt, seconded by Alderman Lower to recess to Executive Session regarding Potential Litigation, Section 2 (c) (11) and Personnel, Section 2 (c) (1).

Motion carried.

Motion by Alderman Schmidt, seconded by Alderman Fazzini to return to Special Session and adjourn. Time: 6:50 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk

SPECIAL SESSION  
CITY COUNCIL  
City Hall Conference Room  
December 16, 2013

Council present: Aldermen Kevin Lower, David Sage, Judy Stearns, Rob Fazzini, Karen Schmidt, Jim Fruin, Jennifer McDade, Scott Black and Mayor Tari Renner.

Council absent: Alderman Mboka Mwilambwe

Staff present: David Hales, City Manager, Mike Kimmerling, Fire Chief and Mark Huber, Director – PACE.

Mayor Renner called the Special Session to order at 5:01 p.m. He noted the topics: Potential Litigation, Section 2 (c) (11) and Personnel, Section 2 (c) (1).

Motion by Alderman Fazzini, seconded by Alderman Schmidt to recess to Executive Session regarding Potential Litigation, Section 2 (c) (11) and Personnel, Section 2 (c) (1).

Motion carried, (viva voce).

Motion by Alderman Sage, seconded by Alderman Fazzini to return to Special Session and adjourn. Time: 6:22 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk

WORK SESSION  
Miller Park Zoo Master Plan Funding  
January 13, 2014

Council present: Aldermen Mboka Mwilambwe, Kevin Lower, Judy Stearns, Jim Fruin, David Sage, Karen Schmidt, Jennifer McDade, Rob Fazzini, Scott Black and Mayor Tari Renner.

Staff present: David Hales, City Manager, John Kennedy, Director of Parks, Recreation & Cultural Arts, and Tracey Covert, City Clerk.

Mayor Renner called the meeting to order at City Hall at 6:01 p.m. He noted the Work Session topic: Miller Park Zoo Master Plan Funding.

David Hales, City Manager, introduced the topic: Miller Park Zoo Master Plan Funding. The key question was the Council's willingness to support Option 15. There would be cost sharing with the Miller Park Zoological Society, (MPZS) for the improvements. If a Council majority supports City staff's recommendation then a resolution would be drafted. There would be a number of improvements at the Zoo over time. The Council's decision was of critical importance to the MPZS. This organization has been charged with raising private sector dollars to support improvements to the Zoo. The MPZS had requested that the City help them to support the City. The cost of participation addressed capital improvements.

John Kennedy, Parks, Recreation & Cultural Arts Director, addressed the Council. He recognized both the Miller Park Zoo staff and MPZS Board members and staff who were present at this evening's meeting. He planned to keep his comments short. The Council would be asked to help the MPZS help the City. The MPZS needed to set goals for their fundraising efforts. There needed to be a plan for the Zoo in the City's budget. He noted that City staff recommended Option 15. The MPZS had expressed interest in Option 13. He noted that Option 15 was focused on infrastructure. The total cost of this option was split 40/60, with the City funding the lower percentage. The MPZS supported Option 13, this was a 53/47 split with the City funding the higher percentage.

The Council had adopted the Zoo Plan. He added that the City would provide the funds to kick start Option 15. In Phase I, the City would provide sixty percent (60%) of the funding. In Phase II, the City would provide forty percent (40%) of the funding. The City's funding responsibility would decline over time. This would impact the funding percentages for the MPZS. Infrastructure included parking, fencing, gift shop, etc.

He noted that the MPZS had received a donation from the Farm Bureau/Illinois Agricultural Association/Gromark, (\$100,000 over three years). These dollars were earmarked for exhibits.

Alderman Schmidt questioned if City infrastructure was part of or separate from the Master Plan.

Mr. Kennedy stated that infrastructure was included in the percentage.

Alderman Lower expressed his concern regarding the financial impact upon ongoing operations. He noted the MPZS additional \$125,000 gift. He questioned the operational costs. He had reviewed the Master Plan the previous evening.

Mr., Kennedy noted that the Zoo received a fifty percent (50%) subsidy (\$400,000).

Alderman Lower cited that there was food, utilities, veterinarian bills and future costs.

Mr. Kennedy did not have any specifics for the Council. This was a long term plan. He acknowledged that there would be costs related to exhibits. There would also be costs related to short term plans. Additional exhibits would bring additional revenue. He cited attendance/donations.

Alderman Lower believed that the Council would be committing to the unknown. These were tenuous times. The City had pressing financial issues. He cited the street conditions around the Zoo. In addition, there were water mains and sewers in need of attention.

Alderman Sage was enthusiastic about the Zoo. He acknowledged the MPZS efforts. Total costs equaled the start up cost plus operating costs. There needed to be conversations regarding prioritization, options, pathways, etc. The Zoo needed to be considered with other priorities as part of the budget process. He questioned the timing and the decision making process.

Mr. Hales noted that the Zoo would be a part of the City's budget process. In the past the Zoo was funded entirely by the City. The City had a road map which would impact the profitability of the Zoo. He addressed Phase I which would be a 60/40 split. Forty percent (40%) would be funded by the private sector. The Zoo would be subject to Council funding on an annual basis. Phase I would be budgeted over three (3) years. For the MPZS to raise the necessary dollars, individuals needed to know what the City's share would be. There were a variety of ways to fund the Zoo.

Alderman Sage expressed his concerns regarding dynamics. The Council was considering this item in a vacuum and separate from the budget.

Mr. Hales believed that the Zoo was unique. Private dollars would be raised for City facilities. These dollars would lower the City's investment. The Council could establish a policy that City funding would be subject to appropriate private fundraising.

Alderman Sage stated his concern regarding line of sight. There was an application fee for the state grant. He questioned if there were other financial obligations.

Mr. Hales believed that this was a great opportunity. The state would provide 100% funding. No matching dollars were required. The City must be ready to spend these dollars quickly with the majority focused on infrastructure.

Alderman McDade expressed her appreciation for the comments made. The Master Plan was before the Committee. She addressed priorities and a balanced approach. Option 15 represented the lowest cost to the City. It was a compromise position which would allow the plan to move forward and commence the private investment which was required. The plan provided a road map which would increase private funding of the Zoo. She appreciated that the Council would be required to take action annually. Dollars from the General Fund were subject to the availability of funds. She expressed her support.

Alderman Stearns questioned Item 8C, (IL Public Museum Capital Grant Program Application for the Zoo in the amount of \$700,000), on the Council's regular agenda for this evening. She recognized and appreciated the MPZS. She cited their efforts. The Council had accepted the plan. MPZS funded the plan. She questioned the amount of private dollars raised compared to the Bloomington Center for the Performing Arts. She was not ready to commit to funding this project. She questioned what the City planned to do at the Zoo and Miller Park. She questioned how this plan fit into the City's priorities. She cited under funded infrastructure and potholes as examples. Parks were not a priority. Budget talks seemed to say that there was no where to cut. This was a wonderful concept if this was the right time and right plan.

Alderman Black cited the fundraising challenges facing the MPZS without City support. The City needed to fund infrastructure. The Zoo brought something to the table. The City could make its funding contingent upon the MPZS' fundraising efforts. He questioned the impact upon same.

Jeff Scheirer, MPZS' Development Director, addressed the Council. The plan provided a guideline. The City provided guidance. He understood that the City had other funding priorities. The MPZS needed to inform its donors/potential donors of the amount of dollars that were needed. The MPZS planned to raise private dollars and then make a request to the City.

Mayor Renner believed that the MPZS would leverage fundraising dollars.

Alderman Stearns questioned if this would include the grant application.

Alderman Black had read the plan which would be implemented in phases. It was challenging to act in a vacuum. He questioned what the MPZS was working on and how far in advance the Council would be notified.

Alderman Stearns noted the annual basis. Fundraising would need to be completed and the Zoo would be a part of the budget process.

Alderman Mwilambwe did not want to repeat comments made by other Aldermen. The City would work with a non profit organization. The Council needed to show its support in order to raise private dollars. The City needed to show its belief in the Zoo. The MPZS made an annual donation to the Zoo. The Plan included looking at the competition when determining the choice of exhibits and being unique. The City needed to make improvements and the Zoo needed to be competitive.

Alderman Schmidt added on to Alderman Black's comments. Phase I included flamingos. The City's share would be \$125,000. The MPZS needed to raise private dollars. The Zoo would compete with the Parks, Recreation & Cultural Arts Department and the City's budget. The MPZS could not raise funds without the City's support. She expressed her concern regarding timing. She cited the recent \$10 million bond issue for streets/sewers. She was happy to support the Zoo but was concerned that the budget priorities were unknown.

Mayor Renner noted that the City needed to make a commitment. This would be addressed annually through the budget process.

Mr. Hales stated that the majority of the Council needed to support this item. City staff could prepare a policy statement. City funds would not be made available until private dollars were raised. The Plan would be included in the Capital Improvement Plan subject to budget approval. The next step would be for City staff to prepare the grant application.

Mr. Kennedy restated that the MPZS had received \$100,000 from three (3) local companies. They also had additional funds.

Alderman Schmidt supported a City policy statement. The City would provide sixty percent (60%), if able, subject to budget approval.

Mr. Scheirer believed that any guidance would be helpful.

Alderman Sage believed that Phase I had a total cost of \$5.2 million. The City's portion was sixty percent (60%) over a six (6) fiscal years. This would equal over \$400,000 per year.

Mr. Hales added that the policy statement should include a funding cap. The City needed to set realistic expectations, (i.e. certain dollar amounts). The City needed to build in safeguards. The City could raise or lower the cap based upon circumstances.

Alderman Stearns expressed her confusion.

Mayor Renner restated that City staff had offered to draft a policy statement. He questioned the Council's pleasure.

Mr. Hales noted that City staff would draft a formal statement. He suggested a resolution which would address funding for future improvements at the Zoo subject to the annual budget process. The resolution would be presented to the Council for a vote.

Mayor Renner noted Alderman McDade's sentiment for Option 15. He questioned the Council's support for a formal statement based upon available budget dollars. The majority of the Council expressed their support.

Alderman Black noted that should be a cap contingency.

Alderman Stearns stated her opposition.

Alderman Sage added his opposition as he was not comfortable due to the fact that this discussion was outside of the budget process.

Alderman Lower also stated his opposition because he did not believe that the plan could be delivered.

Mayor Renner noted that the majority of the Council was in support. There might be a slight delay as the City moved closer to the budget cycle.

Mr. Hales noted that the recommended budget would be presented on February 10, 2014. The adoption of a policy statement would be a Council decision.

Mayor Renner restated that Mr. Hales would draft a policy statement for Council review. This item would be held until closer to the budget discussion/adoption.

The meeting adjourned at 6:50 p.m.

Respectfully submitted,

Tracey Covert  
City Clerk





FOR COUNCIL: February 10, 2014

SUBJECT: Bills and Payroll

**RECOMMENDATION/MOTION:** That the bills and payroll be allowed 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.

**BACKGROUND:** The list of bills and payrolls will be posted on the City’s website on Thursday, February 6, 2014.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

Motion:

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: February 10, 2014

SUBJECT: Appointment to Public Building Commission

**RECOMMENDATION/MOTION:** That the Appointment be approved and the Resolution adopted.

**STRATEGIC PLAN LINK:** Goal 3. Strong neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3e. Strong partnership with residents and neighborhood associations.

**BACKGROUND:** I ask your concurrence in the appointment of Thomas Good of 1314 Crown Ct., 61704 to the Public Building Commission. Mr. Good will be serving out the remainder of the term vacated by Robert W. Rush, Jr. His term expiration date is September 30, 2015.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Assistant

Recommended by:

Tari Renner  
Mayor

**Attachments:** Attachment 1. Resolution

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

**RESOLUTION NO. 2014 -**

**RESOLUTION FOR APPOINTMENT OF THOMAS GOOD  
AS A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION  
OF MCLEAN COUNTY**

WHEREAS, the term of Thomas Good as this City's appointee to the Public Building Commission of McLean County, Illinois expires on September 30, 2015 and it is serving the remainder of Robert W. Rush, Jr.'s term.

WHEREAS, the Mayor of the City of Bloomington in accordance with the provisions of Chapter 50 of the Illinois Compiled Statutes Act 20/5 has the responsibility to fill the expiration of a five (5) year term by appointment or reappointment, with the advice and consent of the City Council.

BE IT THEREFORE RESOLVED, that the City Council of the City of Bloomington, now in regular session deems it appropriate to give its advice and consent to the appointment of Thomas Good as a commissioner of the Public Building Commission of McLean County, Illinois serving the remainder of a five (5) year term scheduled to expire on September 30, 2015 or until his successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the City Clerk shall forward a certified copy of this Resolution of Appointment of Thomas Good to the Public Building Commission of McLean County, Illinois.

Adopted by the City Council of the City of Bloomington this 10<sup>th</sup> day of February, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



FOR COUNCIL: February 10, 2014

SUBJECT: Purchase of Thermo Scientific FirstDefender RMX Spectrometer

**RECOMMENDATION/MOTION:** That the purchase of one FirstDefender RMX Spectrometer, including a five (5) year warranty and training, in the amount of \$71,800, from Thermo Scientific Portable Analytical Instruments Inc. be approved, the Purchasing Agent be authorized to issue a Purchase Order for the same, and the Resolution adopted.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. Deliver hazardous material services in the most cost effective and efficient manner and to upgrade equipment for the hazardous materials team to provide vital services to the community.

**BACKGROUND:** The Fire Department has the sole hazardous materials team within forty (40) miles of Bloomington/Normal. The team began in 2002 when Mutual Aid Box Alarm System (MABAS) was looking for teams in the downstate area for Hazardous Materials and Technical Rescue (TRT). To prevent duplication of efforts and to eliminate burdening one department, Normal agreed to take the TRT and the City took the hazardous materials team. Almost all of the start-up equipment was provided by MABAS through State ITTF grants. This included all of the suits, monitoring equipment, weather stations and much more. The total cost per team was around \$500,000. Since that time, MABAS has provided the funds to maintain the equipment. MABAS has not replaced any of the more expensive equipment due to lack of funding.

The FirstDefender RMX is a critical piece of equipment that allows for identification of unknown hazardous materials. The technology that exists in this device is superior to the existing equipment in our inventory. The team is utilizing the *HazMat ID* at this time. This unit requires direct contact with the substance for identification which can add additional risk to personnel during sampling. The *HazMat ID* is also over ten (10) years old and was state of the art when it was purchased by MABAS. The current unit uses FTIR technology. The FirstDefender uses FTIR and Raman technology that complement each other to cover a wider spectrum of substances (see attachment #7).

Another advantage to the First Defender is that it is hand held and much easier to use in the field. The *HazMat ID* is a much larger device that requires initial set up. This makes it difficult to use effectively in the field. After evaluating different types of hand held units, the FirstDefender was far superior for the purpose of identifying unknown substances. It also has the advantage of being able to read the sample through a glass vial to prevent contamination to the equipment and minimize contact by personnel.

The Hazardous Materials team has often responded to unknown substance calls including several white powder threats. These responses will continue to be a challenge for our team and for our

community with the continued threat of both domestic and international terrorism. The unit can also be utilized in conjunction with Law Enforcement efforts in the event of suspected meth lab activities to identify unstable substances and minimizing contact with potential evidence.

The expected useful life of this unit is ten (10) years, but may be more. The software can be upgraded from any computer to extend the life of the unit. The FirstDefender RMX is a necessary piece of equipment that will allow our Hazardous Materials team to function effectively with unknown hazardous substances to provide safe and effective mitigation operations for personnel and for rapid and effective response to the community.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Staff is requesting to waive the formal bid process. After research and evaluation of other units, the Thermo Scientific FirstDefender RMX has the best operational features for use by our hazardous materials team. This is a highly specialized piece of equipment and there are few vendors that produce equipment for this purpose. Along with the equipment purchase, there is a five (5) year service agreement. Ahura Scientific, which sells the unit, was acquired by Thermo Fisher Scientific in 2009 and is the only vendor and servicer of the unit. The funds for the unit will come from Budget Line Item 79990 Other Expenses.

Respectfully submitted for Council consideration.

Prepared by: Lester Siron, Deputy Chief of Operations

Reviewed by: Mike Kimmerling, Fire Chief

Financial & budgetary review by: Jon C. Johnston, Procurement Manager

Recommended by:

David A. Hales  
City Manager

**Attachments:**

- Attachment 1. Resolution
- Attachment 2. Sales quote
- Attachment 3. FirstDefender spec sheet
- Attachment 4. HazMatID 360 spec sheet
- Attachment 5. Unit comparisons
- Attachment 6. Sole brand letter
- Attachment 7. Sole source determination
- Attachment 8. Raman and IR comparison

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Motion: \_\_\_\_\_

Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

**RESOLUTION NO. 2014 -**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF ONE FIRSTDEFENDER RMX  
SPECTROMETER FOR THE BLOOMINGTON FIRE DEPARTMENT FROM  
THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC., A SOLE  
SOURCE PROVIDER, AT A PURCHASE PRICE OF \$71,800**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase one FirstDefender RMX Spectrometer from Thermo Scientific Portable Analytical Instruments Inc., a sole source provider, at a Purchase Price of \$71,800.

ADOPTED this 10<sup>th</sup> day of February, 2014.

APPROVED this \_\_\_\_ day of February, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## Sales Quotation

**Thermo Scientific**  
**Portable Analytical Instruments Inc**  
 2 Radcliff Rd  
 Tewksbury, MA 01876 US

Quote No.	Create Date	Exp. Delivery Terms	Page
DM-00016030	1/23/2014	8 weeks ARO	1 of 5
Contact Info	Phone Number	Payment Terms	Valid To
Dave Massingham	508-782-0595	Net 30	2/22/2014
Inco Terms		Shipping Method	
FOB Origin		Fed Ex 2nd Day	

**Submitted to:**

Lester Siron  
 Deputy Chief Operations  
 Bloomington Fire Department  
 310 N Lee St  
 Bloomington, IL 61701-3834  
 UNITED STATES

Tel: (309) 434-2626

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC  
 INSTRUMENTATION

## To Place an Order:

Contact: Dave Massingham  
 Call: 508-782-0595  
 Fax: 978-752-1265  
 eMail: dave.massingham@thermofisher.com  
 Additional instructions, terms & conditions on last page

Part Number	Product Name	Unit Price	Qty.	Extended Price
800-00215-01	<b>FirstDefender RMX S5, English, Gray Boot</b> <i>FirstDefender RMX - Handheld identification system with remote mode functionality for solids and liquids. Including 5 years Warranty, 5 years Support, On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase). Extended Libraries.</i>	USD 71,800.00	1	USD 71,800.00

**Total: USD 71,800.00**

**Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc**

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.



By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

---

Signature of authorized company representative

---

Date

---

Phone#

---

Print Name

---

Title

---

Email

---

Model #

---

Amount + S&H

---

Purchase Order Number

**E-mail to:**  
pai.sales.ops@thermofisher.com

**Fax to: 1-877-680-2568**

**Remit To:**  
Thermo Scientific Portable Analytical  
Instruments Inc  
PO Box 415918  
Boston, MA 02241-415918

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## Terms & Conditions

### UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.
- 2. PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.
- 3. TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.
- 4. TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.
- 5. DELIVERY: CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.
- 6. RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit.
- 7. TITLE AND RISK OF LOSS.** Title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.
- 8. WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products the "Warranty Period". Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes

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external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

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## 9. INDEMNIFICATION.

9.1 By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

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Responder and community safety are critical when analyzing potentially hazardous materials. The Thermo Scientific FirstDefender RMX instrument can be used as a handheld instrument or integrated onto a tactical robot, providing military and civilian first responders more flexibility and increased safety.

## Thermo Scientific FirstDefender RMX

Next Generation Raman for Down Range Chemical and Explosives Identification



The Thermo Scientific FirstDefender RMX unit is the next generation Raman instrument for rapid, accurate identification of unknown chemicals including explosives, narcotics, toxic industrial chemicals, precursors and more. Designed for flexible use modes, the FirstDefender® RMX device can be used as a handheld instrument with the fixed probe, through an integrated vial mode, or mounted to select tactical robots via an integration kit.

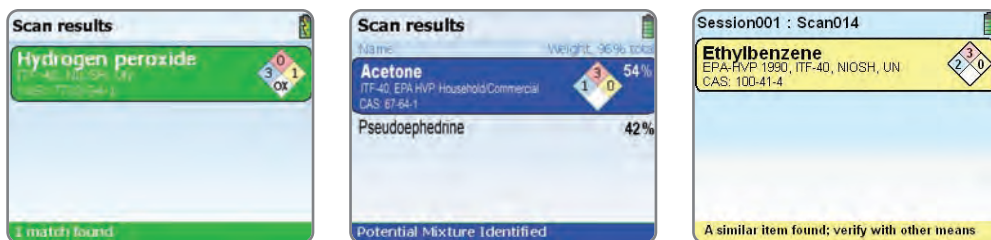
Building on the award-winning, field proven FirstDefender, significant improvements have been made in speed and performance, delivering exceptional chemical identification capability for a range of response scenarios.

### Key Benefits:

- **Faster, more accurate identification.** Based on Raman spectroscopy, quickly identifies unknown solid and liquid chemicals down range.
- **Built for field use.** MIL-STD-810G and IP67 tested and certified.
- **Flexible use modes.** Handheld use or easily connected to select tactical robots using optional integration kit.
- **Improved automatic mixture analysis.** Sophisticated chemometric algorithms automatically determine presence of mixed and contaminated chemicals.
- **Point-and-shoot™ sampling.** Improved operation through sealed translucent containers avoids exposure and maintains evidence.
- **Extensive substance library.** Identifies explosives, toxic industrial chemicals (TICs), chemical warfare agents (CWAs), narcotics, precursors, white powders and more.

*The FirstDefender RMX instrument is not ITAR-restricted, though a U.S. Department of Commerce export license may be required for some countries.*





Color-coded result screens require no user interpretation and provide rich content for faster, more informed decision making. Onboard NIOSH and CAMEO guides provide detailed hazard information. Patented chemometric algorithms enable automatic mixture analysis, shown with a blue screen result.

## Continuous Innovation

The FirstDefender RMX unit returns results up to 5 times faster than the first generation Raman instrument, meeting the demanding requirements of elite military personnel and civilian first responders. The device offers military organizations, hazmat teams, bomb squads and law enforcement personnel a unique tool for hazmat response and the fight against the explosives threat.

## Complementary and Confirmatory

Raman spectroscopy and FTIR spectroscopy, the underlying technologies in the FirstDefender and TruDefender® product families, are highly precise and selective optical techniques, each offering distinct advantages in specific applications. When used together, FTIR and Raman spectroscopy provide confirmatory results and a broader range of unknown substance identification—leading to better protection for the responder and the community.



## Thermo Scientific FirstDefender RMX

Specifications	
<b>Weight</b>	2.0 lbs (919g)
<b>Size</b>	7.7 x 4.5 x 2.4 in (19.6cm x 11.4cm x 6.1cm)
<b>Use Mode</b>	Flexible: handheld with fixed probe; vial mode; or robot-mounted
<b>Spectral Resolution</b>	7 to 10.5 cm <sup>-1</sup> (FWHM) across range
<b>Collection Optics</b>	NA = 0.23, 17mm working distance; 0.14 to 1.8mm spot size
<b>Laser Output</b>	Power Adjustable, 75 mW, 125 mW, 250 mW
<b>Survivability</b>	Independently tested for MIL-STD-810G and IP67 certification
<b>Exposure</b>	Manual, Automatic modes (5ms minimum)
<b>Scan Delay</b>	Optional; user-configurable delay up to 120 seconds
<b>Battery</b>	Removable and rechargeable lithium ion battery or 123a (eg SureFire™) batteries; >4 hours operation
<b>External Power Supply</b>	DC Wall Adapter, 12 V 1.25 A
<b>Operating Temperature</b>	-20 °C to +40 °C (continuous)
<b>Robot Integration</b>	Integration kit required from robot manufacturer for mounting and universal control. Contact sales.chemid@thermofisher.com for more information about supported interfaces.

Note: Complete test reports available upon request.

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Technical Information

**smiths detection**  
bringing technology to life

# HazMatID™ 360

ADVANCED PORTABLE FT-IR CHEMICAL IDENTIFIER

This is only to reference  
the unit currently in use  
by the HazMat Team



## Feature Highlights

- Provides results in less than 2 minutes
- Enhanced mixture analysis and classification tools for complex or contaminated mixtures
- Offers customization of library for adding local substances for mission assurance
- Detects the presence of significant protein content, including BWAs
- Large screen and software tools allow for spectra review, sample comparison and ease of operation

The HazMatID 360 uses Fourier-Transform Infrared Spectroscopy and an extensive onboard spectral library to rapidly identify solid and liquid chemicals based on their distinct molecular fingerprint.

HazMatID 360 features mixture analysis which allows effective chemical assessment of samples that may have been contaminated with more than one material, like water or dirt. Mixture analysis, combined with chemical hazard classification capabilities enables advanced data handling and comprehensive analysis using ruggedized FT-IR in the field.

The HazMatID 360 has built-in Bluetooth wireless communication to allow for immediate data transmission out of the hot zone to a command center and/or ReachBack™ support services to aid with information integration prior to decon.

The HazMatID 360 includes PEAC® decision support software, which provides users

with detailed information regarding the management of hazardous chemicals.

The HazMatID 360 is capable of identifying over 32,000 substances including:

- WMD - nerve & blister agents
- Toxic industrial chemicals
- White powders
- Explosives & clan Lab precursors
- Drug precursors
- Common chemicals
- Forensic drugs
- Pesticides

The HazMatID 360 is backed by first rate service, training and support to ensure optimum product performance.

Smiths Detection is a leading worldwide provider of government regulated technology products and advanced services that aid in the detection and identification of chemical, biological, radiological, nuclear and explosive (CBRNE) material and other dangerous or illegal substances.

## Technical Data HazMatID 360

### General Specifications

Technology	Fourier-Transform Infrared Spectroscopy
Weight	10.63kg (23 lbs)
Size	44.4 x 30.5 x 19cm (17.5 x 12 x 7.5in)
Sample interface	Diamond sensor
Environmental features	The system is waterproof to allow it to pass through the decon line The beam splitter ZnSe substrate which is resistant to environmental conditions encountered in the field
Operating range	Operational in extreme weather and temperatures ranging from -7°C to 50°C (19°F to 122°F). Humidity ranging from 0-100%
User Interface	Touch-screen application Network enabled. Requires security authorization to access Windows® operating system
Controller	Touch-screen embeddable display Finger or Stylus control
Power	Removable battery, mains or cigarette lighter External battery charger Battery runs for 2 hours Charge time is 3 hours
External data storage	Full USB support, Flash devices, floppy drives, CD-Rs
Input/output devices	Mouse and keyboard compatible Ethernet capable

### Available Options

ExtractIR	Remove chemicals from aqueous solutions for improved identification
Wireless capability	Bluetooth 2.0+ EDR Class 1 Standard, Up to 3 Mbps transfer rate 2.402 - 2.480 GHz Frequency, Indoor and outdoor capability
Libraries	Additional spectral libraries are available
ClearSampler™	ATR/FTIR surface sampling accessory for decon verification, explosive analysis and hazardous materials assessment



For product information, sales or a quote, please go to [www.smithsdetection.com/contact](http://www.smithsdetection.com/contact)

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# A Comparison of Four Commercially Available Portable Raman Spectrometers

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Joan Ring, MS  
Nicole Campbell, BS  
Kirk Grates, BA



## Abstract

The objective of this presentation is to discuss the results of the evaluation studies conducted on four commercially available field-portable Raman spectrometers. The data presented in this comparison will affect the forensic science community by assisting a prospective user in determining which portable Raman device may best suit their agency's needs. This presentation describes:

- The specifications of the four portable Raman instruments as evaluated in this study.
- A summary of the results and discussion of the technical evaluations.
- The strengths and opportunities for improvement of each device as perceived by the evaluators.
- A discussion of the limitations of portable Raman technology regarding the analyses of controlled substances and explosives performed in these evaluations.

## Introduction

There are numerous and varied portable Raman spectrometers currently available for purchase. These rugged, field-portable units are specifically designed to provide law enforcement, airport security, border patrol, military, emergency service personnel and other first responders with the ability to perform non-destructive analyses on unknown bulk powders and liquids containing compounds such as illicit and pharmaceutical drugs, explosives, ignitable liquids, oxidizers, industrial chemicals and common household materials. Evaluation of these portable Raman spectroscopy instruments is critical to the advancement of forensic science, homeland security efforts and military operations. These devices hold the promise of empowering first responders with crucial forensic intelligence, enabling them to make the best decisions to preserve public safety. They have further potential to help reduce the burden on overtaxed crime laboratories, by effectively screening out and prioritizing evidence before forwarding it to the forensic laboratory for additional testing.

The National Forensic Science Technology Center (NFSTC), as part of its Forensic Technologies Center of Excellence (FTCoE) award from the National Institute of Justice (NIJ), evaluated four portable Raman spectrometers. The instruments evaluated were the ICx Technologies Fido® Verdict™, the DeltaNu® ReporteR™, the Thermo Scientific® FirstDefender RM™ and the Smiths Detection RespondeR™ RCI. These technical evaluations were conducted to provide potential users of this type of portable Raman technology with independent and unbiased technical information on each of these devices.

## Methods and Materials

Each spectrometer was tested separately using the same standardized, systematic evaluation scheme to assess individual strengths, areas for improvement, limitations, graphical user interfaces and safety issues, as well as the entire chemical characterization process involved from sample introduction through result output for each device. Representative samples of controlled and non-controlled drugs (standards and adjudicated case samples), drug diluents, ignitable liquids, explosives, explosive precursors and common household and laboratory compounds were used to assess each unit for conformity, mixture sensitivity, specificity, portability and ruggedness. Samples were added to disposable glass vials, analyzed in triplicate, and the resulting data and evaluator observations were recorded. Accuracy and reproducibility were examined for each set of data and were defined in the individual technical evaluations. Data for the FirstDefender RM and RespondeR RCI reflect samples analyzed using the internal sampling method (“vial mode”)\*, while data for the Verdict and ReporteR reflect data analyzed using the external sampling method (“point-and-shoot mode”). *\*Ruggedness for the FirstDefender RM was measured with the point-and-shoot mode.*

For the full technical evaluation of each instrument please visit the NFSTC website at: <http://www.nfstc.org/lab/technology-evaluations>

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## A Comparison of Four Commercially Available Portable Raman Spectrometers

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## Conformity Trials:

The following 25 compounds and mixtures were used to determine the instruments' abilities to accurately identify known compounds of interest: cocaine HCl, cocaine base, methamphetamine, heroin, mannitol, niacinamide, boric acid, inositol, caffeine, quinine, RDX, ammonium nitrate (prills), ammonium nitrate (powder), ammonium perchlorate, sugar, cumin, urea nitrate, mineral spirits, BP® 87 octane gasoline, BP diesel fuel, kerosene, Klean-Strip® VM & P Naptha thinner, Lamplight® lamp oil, Ronsonol lighter fuel®, and Kingsford® charcoal lighter fluid.

## Mixture Trials:

Four controlled substances mixture series and two explosive mixture series were analyzed in triplicate in order to determine the instruments' mixture series abilities to detect components in a mixture. Five mixture ratios were prepared by weight of the target compound to the weight of the diluent as follows: 80:20, 60:40, 50:50, 40:60, and 30:70. Cocaine HCl and cocaine base were mixed with caffeine; heroin was mixed with quinine; methamphetamine was mixed with dimethyl sulfone; and ammonium nitrate was mixed with sugar in one series and with cumin in another series.

## Specificity Trials:

The following 28 compounds and mixtures were used to determine the ability of each instrument to differentiate between compounds similar in structure or function to target compounds and/or those commonly associated with target compounds, such as controlled substance cutting agents: d,l- amphetamine sulfate, MDMA (3,4-methylenedioxymethamphetamine), MDA (3,4-methylenedioxyamphetamine), MDEA (3,4-methylenedioxyethylamphetamine), morphine sulfate, codeine sulfate, benzocaine, lidocaine, procaine, acetylsalicylic acid, ibuprofen, guaifenesin, diphenhydramine, chlorpheniramine, pseudoephedrine, dimethyl sulfone, baking soda, acetaminophen, urea, ferric nitrate, sodium perborate, fertilizer (13% total nitrogen) prills, fertilizer (13% total nitrogen) ground,

turmeric:cardamom mixture (50:50), sodium hydroxide (lye), sulfuric acid, ammonium hydroxide, and citric acid.

## Portability Trials:

The instruments were transported to the Manatee County Sheriff's Office to test a variety of adjudicated controlled substance case samples in the Chemistry Laboratory. Each sample was tested by three evaluators. A performance check was performed by each evaluator before proceeding. Samples included six tablets, seven cocaine HCl and base exhibits, five heroin exhibits, and two exhibits in which no controlled substance was detected (lidocaine, and presumably acetaminophen). Tablets were crushed and transferred into appropriate containers (culture tubes or vials) before testing. Since certain tested pharmaceutical tablets have such a large percentage of acetaminophen, and this substance could help identify a tablet, the identification of acetaminophen was defined as a positive for these tablets. One sample's identity (presumed to be acetaminophen only) had not been reported by the Sheriff's Office (reported as "no controlled substances identified"). Results from analyzing this sample were used only for reproducibility.

## Results

The accuracy and reproducibility results of each set of data are listed as percentages in the following charts (Chart 1 and Chart 2) as percentages. The requirements for accurate and reproducible results for each instrument are briefly outlined, and the full data sets are available in the individual evaluations (listed in "References").

For the full technical evaluation of each instrument please visit the NFSTC website at: <http://www.nfstc.org/lab/technology-evaluations>

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## A Comparison of Four Commercially Available Portable Raman Spectrometers

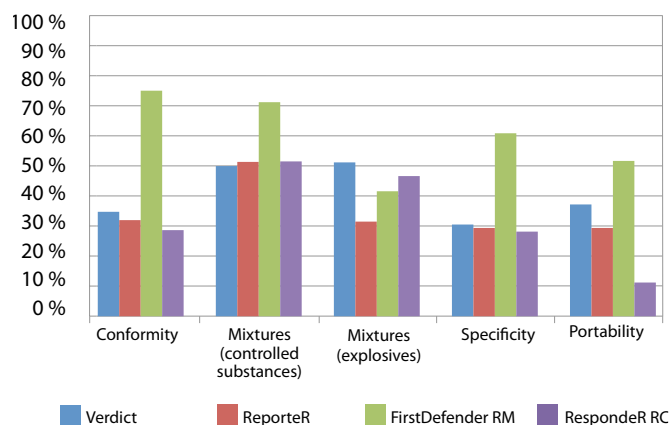
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## Accuracy

Criteria for Accuracy	
<b>Verdict</b>	The sample was the most-correlated result (or synonym) or one of multiple equally most-correlated results. For mixtures, either of the components was the most-correlated result or one of multiple equally most-correlated results.
<b>ReporteR</b>	The sample was the most-correlated result (or synonym) or one of two equally most-correlated results. For mixtures, either of the components was the most-correlated result or one of multiple equally most-correlated results.
<b>FirstDefender RM</b>	The sample was a match (or synonym), or one of the compounds listed in a mixture.
<b>RespondeR RCI</b>	The sample was the most-correlated result (or synonym) or the residual search result from the most-correlated result.

**Chart 1: Percentage (%) Accuracy by Sample Set**



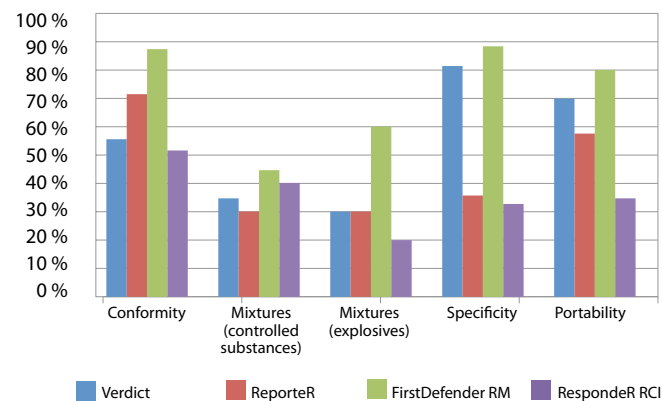
## Discussion

The FirstDefender RM demonstrated the highest degree of accuracy in all but the explosive mixture sample set, in which the Verdict and RespondeR RCI performed more accurately. The FirstDefender RM results may have been partly due to the additional “mixture” category of results. The other instruments performed similarly to each other, with the exception of the RespondeR RCI, which had poor accuracy in the portability sample set. The accuracy for all instruments in the portability set, which was made up of casework samples, was near or below 50%.

## Reproducibility

Criteria for Reproducibility	
<b>Verdict</b>	The most-correlated or equally most-correlated result matched for all three replicates. Includes results that were all “no match”, incorrect matches, and synonyms.
<b>ReporteR</b>	The most-correlated or equally most-correlated result matched for all three replicates. All must also be “matches” or all “no matches”. (All “no match” results were given equal correlation value.) Includes results that were “no match”, incorrect matches, and synonyms.
<b>FirstDefender RM</b>	The “match” result, one of multiple “match” results, and/or the first listed match result in a mixture (mixture result with the highest percentage) were the same for all three replicates. Includes results that were “no matches found”, synonyms, “no match” results, incorrect results and, “excessive analysis time” results. Does not include “similar” results, unless all three trials produced the same “similar” result.
<b>RespondeR RCI</b>	The result with the highest hit quality matched for all three replicates. Includes “no match” results, incorrect results and synonyms.

**Chart 2: Percentage (%) Reproducibility by Sample Set**



## Discussion

Overall, the FirstDefender RM performed with the most reproducibility between trials, followed by the Verdict, ReporteR and RespondeR RCI, in that order. However, a potential buyer should factor in the requirements for reproducibility used in this chart. For example, three negative or three incorrect results for an instrument were still considered reproducible, while correct, but different results (e.g., cocaine and caffeine) across trials were not considered reproducible. The mixture feature, available only on the FirstDefender RM, allowed for single match results and matches across the trials in a mixture sample to be counted as reproducible.

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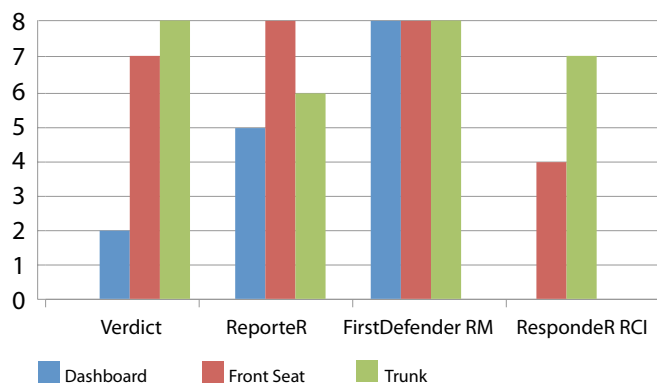
## A Comparison of Four Commercially Available Portable Raman Spectrometers

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## Ruggedness Trials

**Chart 3:** Number of Accurate Results per Trial per Instrument



A representative group of eight compounds was selected for ruggedness testing after each instrument was subjected to the heat stressors of the dashboard, front seat, and trunk of a car. These trials were intended to model some of the storage and transportation practices by law enforcement officers, first responders, and field users. After each two-hour trial, the temperature was recorded, the instrument was performance-checked, and the eight-compound sample set was analyzed.

### Discussion

The Verdict, ReporteR, and FirstDefender RM performed similarly to laboratory conditions despite being subjected to temperatures at or above the recommended storage and usage temperatures. The ReporteR returned six of eight correct answers despite failing the performance check prior to sampling. The Verdict struggled with the hottest trial on the dashboard, returning only two correct responses. The RespondeR RCI required service after one of the dashboard trials and repeatedly failed the calibration check after a second dashboard trial.

## Discussion of Evaluation:

Statements in “Strengths” and “Areas for Improvement” are based on the evaluations performed<sup>1,2,3,4</sup> at NFSTC and the perceptions of the evaluators.

### Strengths

- Testing is non-destructive and can be accomplished through sample vials, ensuring the integrity of the evidence.
- All of the evaluated units are easy to operate.
- Analysis time on the Verdict and ReporteR is very short.
- Very little sample preparations is required prior to analysis
- The Verdict, ReporteR, and RespondeR RCI return results with correlation (or hit-quality) scores to aid the user in interpretation of results. The FirstDefender RM lists multiple results and, for mixture results, lists the percentage match for each result.
- After exiting the result screen, it is possible to view results on the instrument on the FirstDefender RM, RespondeR RCI, and ReporteR. The RespondeR RCI enables the user to label each scan by incident and file name.
- The FirstDefender RM reports matches, similar spectra, mixtures, and multiple matches.
- The RespondeR RCI can be linked to other Smiths Detection instrumentation using additional software for infrared chemical analysis (not tested).
- Comparison software is directly built into the FirstDefender RM and the RespondeR RCI.
- The RespondeR RCI is equipped with an internal calibration standard, and sampling can only continue if the instrument passes the check or calibration, if necessary.
- All instruments are equipped with safety features to remind users of potential injury from laser energy.
- User library additions are possible in the ReporteR, FirstDefender RM, and the RespondeR RCI.
- The methods on the FirstDefender RM and RespondeR RCI can be edited to tailor the sampling for the user in areas such as sampling time, laser strength, or libraries for comparison.

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### A Comparison of Four Commercially Available Portable Raman Spectrometers

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## Areas for Improvement

- Ignitable liquids are inaccurately identified in the majority of trials. Instead of the identification of a brand name product, a more general library entry, such as “petroleum product” may be more accurate and/or useful to the user.
- The inclusion of more phenethylamines in the libraries may produce more accurate results and target an ongoing controlled substance problem.
- Retrieving data for later review is increasingly important. On each instrument, the file is given an identifier, but on the ReporteR and Verdict, this is unknown to the user unless he/she keeps a careful log, by date of each sample analyzed. The display and/or the ability to name a sample with a unique identifier would assist the users and technical reviewers in retrieving and reviewing data.
- Mixture deconvolution is not possible on the ReporteR or Verdict. The residual search function on the RespondeR RCI returned few accurate results during the evaluation. Mixture reporting on the FirstDefender RM can be somewhat misleading.
- Reporting data from the instruments requires transfer of files to another computer. Having the ability to print a report directly from the instrument would increase the ease of use.
- Sampling on the RespondeR RCI takes a considerable amount of time and user attention.
- The RespondeR RCI requires a 15–30 minute warm-up period before the calibration check can pass.
- Though technically portable, the RespondeR RCI is the heaviest of those evaluated and is not a hand-held instrument. This specification limits its use in the field.

## Limitations of Raman Spectrometry

- Portable Raman spectroscopy does not work well with trace evidence. A sufficient quantity of the compound of interest must be available for sampling.
- Raman spectroscopy does not work well on highly fluorescent or pigmented items.
- Raman scattering is an inherently weak signal that can be affected by background light, leading to spectra of poor quality.
- The identification of materials is generally limited by the reference samples contained in the library and/or those added to the user libraries.
- The identification of a compound in a mixture does not necessarily correspond with the compound in the highest ratio in the mixture.
- Proper training must be conducted in order to correctly interpret results.
- The use of Raman spectroscopy is not inherently safe. Both eye hazards and explosion hazards exist if the unit is used incorrectly.
- Raman scattering is limited to molecules that have a change in polarization potential in regard to distance between nuclei.
- Though Raman spectroscopy is considered a confirmatory test, emphasis on spectral comparison in training is important. All the instruments evaluated for this study returned results of their search algorithms that were inaccurate. The ability to confirm a chemical depends on many factors including (but not limited to):
  - » The purity of the chemical being tested
  - » The presence of the chemical in a library
  - » The search algorithm of the instrument
  - » The background interference
  - » The color of the chemical
  - » The fluorescence of the chemical
  - » The Raman scattering activity of the chemical
  - » The particles of a sample in the focus of the Raman laser
  - » The limited focal area of the laser

## Instrumentation Specifications\*



ICx Fido® Technologies Verdict™,  
Model #FV-01-A  
Serial #07000113A  
Serial # 07000113



DeltaNu® ReporteR™  
Model #2.11  
Serial #701-009



Thermo Scientific® FirstDefender RM™  
Software 3.3.0  
Serial # RM2245



Smiths Detection ResponderR™ RCI  
Model #024-1001  
Serial #502601108E, and 501511106A

	ICx Fido Verdict (point-and-shoot mode)	DeltaNu ReporteR (point-and-shoot mode)	Thermo Scientific FirstDefender RM (vial mode)	Smiths Detection ResponderR RCI (vial mode)
<b>Price</b>	\$17,485 MSRP, \$15,982 GSA	\$15,000 USLP plus shipping	~\$50,000 MSRP, \$48,500 GSA	\$30,000 (+for library upgrades) \$2,625 communication upgrade (Bluetooth®)
<b>Price includes</b>	<ul style="list-style-type: none"> <li>• Hardware</li> <li>• Standard and right angle sampling heads</li> <li>• Polystyrene reference standard</li> <li>• Laser safety goggles with lens cloth</li> <li>• micro SD card</li> <li>• Hex Key 0.050</li> <li>• USB cable</li> <li>• Enabler™ Software CD</li> <li>• Operator's Manual</li> <li>• USB Wall Charger</li> </ul>	<ul style="list-style-type: none"> <li>• Hardware</li> <li>• Three sampling tips</li> <li>• Polystyrene reference standard</li> <li>• Laser safety goggles</li> <li>• NuSpec™ Software</li> <li>• Chargers</li> <li>• USB cable</li> <li>• Libraries</li> <li>• 250 sample vials</li> </ul>	<ul style="list-style-type: none"> <li>• Hardware</li> <li>• Pelican case</li> <li>• Polystyrene standard</li> <li>• Chargers</li> <li>• Rechargeable 3.7V lithium ion battery and disposable OTS Surefire® batteries</li> <li>• Lithium battery charger</li> <li>• Power supply cord with multiple plug adapters</li> <li>• A memory card and reader</li> <li>• Sample vials</li> </ul>	<ul style="list-style-type: none"> <li>• Hardware</li> <li>• Pelican case</li> <li>• (Internal standard)</li> <li>• Laser safety goggles</li> <li>• Sealed data compartment including power port</li> <li>• Battery Charger</li> <li>• USB storage device</li> <li>• Flexible keyboard(USB)</li> <li>• 1 year Standard Warranty</li> <li>• Regional training class for up to 3 people</li> <li>• 100 sample vials, spatula and pipettes</li> </ul>
<b>Size (L x D x W)</b>	19 cm x 4.1 cm x 8.6 cm (7½" x 1⅝" x 3⅜") (includes external sampling tip)	13 cm x 3.8 cm x 6.3 cm 5.25" x 1.5" x 2.5"	19 cm x 4 cm x 11 cm 7.6" x 1.75" x 4.2" (includes external sampling tip)	22 cm x 9.9 cm x 19 cm 8.75" x 3.88" x 7.5" (does not include external sampling port)
<b>Weight</b>	430 g (0.95 lb)	397 g (0.88 lb)	816 grams (~1.8 lbs)	3.1 kg (6.9 lbs)
<b>Library size</b>	Not listed	~315 (standard law enforcement)	~8,550	~9,400
<b>Sampling Method</b>	External	External	External & Internal	External & Internal
<b>Software</b>	Enabler (external)	NuSpec (external)	Internal	Internal
<b>Data format</b>	dnu (in evaluation); .spc, .prn (listed in manual)	.dnu, .spc, .prn	.jpg, .spc, .txt, .arb, .lrd	.rar
<b>File Identification</b>	Chronological	Chronological	Chronological by "session" (user-named); results list numerical identifier	Incident, file name, comments
<b>On-instrument data review</b>	No	Yes, by date	Yes, by session	Yes, by incident and file name
<b>Spectral resolution</b>	12 cm <sup>-1</sup>	~ 12 to 15 cm <sup>-1</sup>	7 to 10.5 cm <sup>-1</sup>	12 cm <sup>-1</sup>
<b>Spectral range</b>	300 to 2000 cm <sup>-1</sup>	300 to 2000 cm <sup>-1</sup>	250 to 2875 cm <sup>-1</sup>	225 to 2400 cm <sup>-1</sup>
<b>Operating temp. range</b>	-20 to 40°C	-20 to 40°C	-20 to 40°C	7 to 50°C
<b>Storage temp. range</b>	not listed	-30 to 60°C	-30 to 60°C	-20 to 80°C

\* As of evaluation preparation

For the full technical evaluation of each instrument please visit the NFSTC website at:  
<http://www.nfstc.org/lab/technology-evaluations>

National Forensic Science Technology Center  
7881 114TH Avenue North, Largo, FL 33773  
(727) 549-6067 | [www.nfstc.org](http://www.nfstc.org)

### A Comparison of Four Commercially Available Portable Raman Spectrometers

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Funding for these evaluations provided through the following cooperative agreement awards by the National Institute of Justice: Award #2007-MU-BX-K008. NIJ is the research, development and evaluation agency of the U.S. Department of Justice. The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.

## Conclusion

The choice of purchase of a portable Raman spectrometer is dependent on the specific needs of the agency. These may include features such as the ability to print reports, compare spectra on the instrument, or withstand extremes in climate. While the FirstDefender RM performed well in all categories, it was also one of the larger instruments, it was the most expensive instrument evaluated, and it was equipped with features that may be superfluous. Performance in accuracy and reproducibility may, in many instances, be improved with user training and the addition of compounds of interest to user libraries.

## References

- <sup>1</sup> Evaluation of Thermo Scientific FirstDefender RM™ Raman Spectrometer, January 2011, [www.nfstc.org](http://www.nfstc.org)
- <sup>2</sup> Evaluation of DeltaNu® ReporteR™ Raman Spectrometer, January 2011, [www.nfstc.org](http://www.nfstc.org).
- <sup>3</sup> Evaluation of ICx Fido® Verdict™ Portable Explosives and Narcotics Identifier, January 2011, [www.nfstc.org](http://www.nfstc.org).
- <sup>4</sup> Evaluation of Smiths Detection RespondeR™ RCI Raman Spectrometer, January 2011, [www.nfstc.org](http://www.nfstc.org).

The NFSTC would like to acknowledge the Manatee County Sheriff's Office and especially Michael Healy for assistance with this project.

### A Comparison of Four Commercially Available Portable Raman Spectrometers

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For the full technical evaluation of each instrument please visit the NFSTC website at:  
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**To Whom It May Concern:****Request for Sole Service / Sole Brand Justification**

The following information is provided to assist you in determining if the following products manufactured by Thermo Fisher Scientific – Portable Analytical Instruments qualify for sole purchase justification status as a brand specific item.

Thermo Fisher Scientific is the sole manufacturer of the FirstDefender RMX (S1, S2, S3, S4, S5) from its sole manufacturing location at 2 Radcliff Rd Tewksbury, Massachusetts USA. This device utilizes the proprietary DecisionEngine 2.0 MX analysis software also produced solely by Thermo Fisher Scientific. No other device of this kind on the market can make use of this software as it would be a violation of patents held by Thermo Fisher Scientific.

These systems are uniquely designed to be ruggedized, waterproof and self contained spectrometers, and are the only ones available on the market to meet these requirements. It is designed and certified by an independent 3<sup>rd</sup> party to meet Mil-Spec 810F ruggedness specs. IP67 Waterproof specs. It uses proprietary Chemometric routines to identify unknown chemicals that are not available on any other Raman or FTIR spectrometer. Thermo Scientific holds a number of patents on the components and chemometric routines that are used to make this system.

Thermo Fisher Scientific is the only company qualified to provide 24/7 support, provide product warranty support, provide user specific training, and conduct any kind of service on any of the devices manufactured by Thermo Fisher Scientific.

In March of 2009 the company known as Ahura Scientific, Inc. was wholly acquired by Thermo Fisher Scientific and Ahura Scientific, Inc. became Thermo Fisher Scientific Portable Analytical Instruments ( [www.ahurascientific.com](http://www.ahurascientific.com) ).

Sincerely,



John Johnson  
2 Radcliff Road.  
Tewksbury, Ma. 01876  
Direct (805) 300-1445

DETERMINATION AND FINDINGS

SUBJECT: Sole Source Procurement (Hazardous Chemical Identification System)

FINDINGS

1. In accordance with (IAW) FAR 6.302-1(b)(4), Specified Parts to satisfy agency needs specified under a standardization program, the CO may solicit for a "sole source" only procurement. Also, IAW IG5306 in Air Force Contracting Guidelines, J&A is not required for purchases under procedures in FAR Part 13. Dollar amount on requirement does not expect to exceed the SAT.
2. IAW 10 USC 2304(c)(1), the property or services needed by the agency are available from only one responsible source or only from a limited number of responsible sources and no other type of property or services will satisfy the needs of the agency. Written justification from customer, as well as the manufacturer, was received stating the characteristics of the desired product, which enhances Civil Engineering Squadron's capabilities in supporting the mission. The specific product being requested is only available through Ahura Scientific Inc. Ahura Scientific Inc. is the manufacturer of the described product and has no other authorized dealers or distribution network. Furthermore, the Ahura Scientific Inc. holds a number of patents on the components and chemometric routines that are used to make the system which also prevent a comparable product from being available elsewhere.
3. The FirstDefender XLS Raman spectrometer manufactured by Ahura is necessary and unable to be substituted as it is currently under consideration for the AF CES/EOD Equipment Supply List. This will make Ahura Scientific the only acceptable source to provide this tool. Disregard for this fact would be a misuse of government funds.
4. The requested item must be manufactured to meet MIL-STD 810F specifications. Ahura Scientific's FirstDefender RMX is certified to meet this standard and is commercially available for purchase without further alteration. A notice of intent to award sole source was posted on 11 Sep 2010 with a closing date of 14 Sep 2010. No responses were received in response to this notice further indicating the Justification for sole source purchase.
5. A Justification and Approval letter from Hickam AFB, HI supports research that the FirstDefender by Ahura Scientific is certified to military standards and approved by the DoD's Non-Standard Equipment Review Panel. This information and the associated test data can be found on their website: <http://www.ahurascientific.com/chemical-explosives-id/products/firstdefenderrmx/index.php>
6. Requested item is used to identify unknown solids and liquid, providing an invaluable resource to the EOD Flight as well as the Wing.

DETERMINATION

Based on the findings above and IAW Air Force Instructions, it is hereby determined that sole source procurement for this requirement of a FirstDefender RMX Raman spectrometer is in the best interest of the Government and a sound business decision.



DARRELL D. ROSS  
Contracting Officer  
Date: 14 Sep 2010

## Comparison of Raman and IR Spectroscopy

### By

Dr. Mehboob Peeran

### Reviewed By

Dr. K.G. Srinivasamurthy

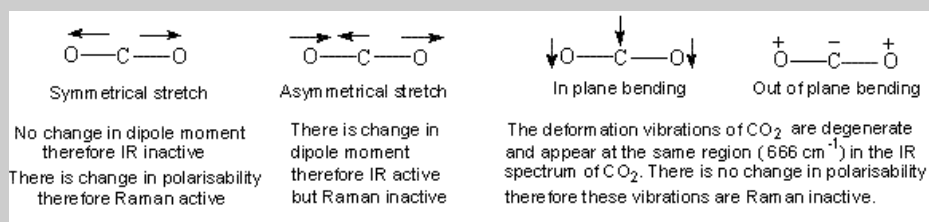
### Mutual exclusion principle

In a molecule with a center of symmetry it is seen that vibrations that are Raman active are IR inactive and vice-versa, this is called the Principle of mutual exclusion (eg, as in CO<sub>2</sub> see details in the end). In molecules with different elements of symmetry, certain bands may be active in IR, Raman, both or neither. For a complex molecule that has no symmetry except identity element, all of the normal modes are active in both IR and Raman. This does not; however mean that they can be observed. In both types the neighbouring strong bands may obscure weak bands, while others may be intrinsically too weak to be observed even if they are theoretically "allowed".

In general the strong bands in the IR spectrum of a compound corresponds to weak bands in the Raman and vice versa. This complimentary nature is due to the electrical characteristic of the vibration. If a bond is strongly polarised, a small change in its length such as that occurs during a vibration, will have only a small additional effect on polarisation. Vibrations involving polar bonds (C-O, N-O, O-H) are therefore, comparatively weak Raman scatterers. Such polarised bonds, however, carry their charges during the vibrational motion, (unless neutralised by symmetry factors), which results in a large net dipole moment change and produce strong IR absorption band. Conversely, relatively neutral bonds (C-C, C-H, C=C,) suffer large changes in polarisability during a vibration, though this is less easy to visualise. But the dipole moment is not similarly affected and vibrations that predominantly involve this type of bond are strong Raman scatterers but weak in the IR.

### Mutual exclusion principle as seen in CO<sub>2</sub>

In molecules having inversion center, none of the normal modes of vibrations will be both Raman and IR active. This is known as "mutual exclusion principle". A simple molecule which obeys this principle is CO<sub>2</sub>. Carbondioxide has an inversion center or center of symmetry. The following are its normal modes of vibrations. The IR and Raman active modes are indicated below each type of vibration.



### Differences between IR and Raman methods

	Raman	IR
1	It is due to the scattering of light by the vibrating molecules.	It is the result of absorption of light by vibrating molecules.
2	The vibration is Raman active if it causes a change in polarisability.	The vibration is IR active if there is a change in dipole moment during the vibration.
3	The molecule need not possess a permanent dipole moment.	The vibration concerned should have a change in dipole moment due to that vibration.

4	Water can be used as a solvent.	Water cannot be used due to its intense absorption.
5	Sample preparation is not very elaborate sample can be almost in any state.	Sample preparation is elaborate Gaseous samples can rarely be used.
6	Gives an indication of covalent character in the molecule.	Gives an indication of ionic character in the molecule.
7	Cost of instrumentation is very high	Comparatively inexpensive.

**References:**

1. Physical methods of Chemistry : Drago
2. Instrumental methods of analysis : Willard
3. IR and Raman spectra of Inorganic and coordination compounds : Nakamoto
4. Instrumental analysis for Science and Technology : W. Ferren



FOR COUNCIL: February 10, 2014

SUBJECT: Budget Amendment Necessary to Order Additional Black Wheeled Refuse Carts

**RECOMMENDATION/MOTION:** That Fiscal Year (FY) 2014 Budget Amendments be approved and the Ordinance passed.

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

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

**BACKGROUND:** On September 9, 2013, the City Council passed an ordinance authorizing staff to purchase sixty-five (65) and ninety-five (95) gallon refuse carts, in an amount up to \$950,000. On August 13, 2012, Council approved Rehrig Pacific as the cart vendor. The term of the contract with Rehrig was for one (1) year at the bid price with four (4) annual renewal options. Price increases are possible due to increase in cost of materials, transportation and other factors. The City may negotiate each renewal and seek another vendor if mutual agreement cannot be reached. Further contract extensions are possible by mutual consent. Overall staff has been pleased with the Rehrig product based on experience since recycling collection was automated.

The Council action on September 9, 2013, and related budget amendment was for an estimated 19,000 carts. As the program is being implemented and Council approved an additional cart size of thirty-five (35) gallon, additional carts needed to be ordered that exceed the \$950,000 budgeted amount. A total of 24,537 carts are needed at this time. There are also some additional costs due to increased materials costs, delivery charges, and additional lids to allow recycle carts to be converted to refuse carts. It is proposed that the additional cart costs be paid from capital lease proceeds.

The attached budget amendment includes the necessary funds to cover the additional costs of the refuse carts described above. The budget amendment also incorporates savings in previous capital lease purchases to cover some of the costs, as well as includes adjustments for some additional costs not previously budgeted for the recycle cart program.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** See Council proceedings dated August 13, 2012, regarding the selection of Rehrig Pacific Company as vendor to provide sixty-five (65) and ninety-five (95) gallon black wheeled recycling and refuse carts with blue lids.

**FINANCIAL IMPACT:** The total increased cost to implement the refuse cart program as outlined by Council is \$286,217.45. Utilizing savings in the already approved capital lease program creates a net impact of \$88,059.75. Therefore, a budget amendment is necessary for \$88,059.75 which is not included in the FY 2014 budget. This budget amendment also includes adjustments for some additional costs related to the recycle cart program expended but not previously budgeted (i.e. delivery charges and some additional carts for citizens). The current budget for the Capital Lease Fund can be found on page 110 in the FY 2014 Budget Book titled Other Funds & Capital Improvement Program. Future year payments on the capital leases are included in the Solid Waste Fund budget. Please see attached Exhibit 1 for general ledger account numbers.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant  
 Reviewed by: Jim Karch, Director of Public Works  
 Financial & budgetary review by: Patti-Lynn Silva, Director of Finance  
 Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:



David A. Hales  
 City Manager

**Attachments:** Attachment 1. Ordinance  
 Attachment 2. General ledger analysis

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

**ORDINANCE NO. 2014 –**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2013**

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 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 2013 - 18.

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

PASSED the 10<sup>th</sup> day of February, 2014.

APPROVED the \_\_\_ day of February, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Exhibit #1**

<b>Account</b>	<b>Fund</b>	<b>Organization</b>	<b>Account Name</b>	<b>Revision</b>
40110110-72140	Capital Lease	FY 2012 Capital Lease	Capital Outlay Equipment Other	\$30,548.70
40110120-72140	Capital Lease	FY 2013 Capital Lease	Capital Outlay Equipment Other	\$64,000.00
40110130-72120	Capital Lease	FY 2014 Capital Lease	Capital Office & Computer Equipment	(\$200,000.00)
40110130-72130	Capital Lease	FY 2014 Capital Lease	Capital Outlay Licensed Vehicles	(\$20,937.00)
40110130-72140	Capital Lease	FY 2014 Capital Lease	Capital Outlay Equipment Other	(\$32,496.00)
40110130-72140	Capital Lease	FY 2014 Capital Lease	Capital Outlay Equipment Other	\$24,726.60
40110130-72140	Capital Lease	FY 2014 Capital Lease	Capital Outlay Equipment Other	\$222,217.45
			Overall Impact on City Budget	\$88,059.75





FOR COUNCIL: February 10, 2014

**SUBJECT:** Application of Ralben, Inc., d/b/a Bonkers, located at 1507 S. Main St., requesting a TAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

**RECOMMENDATION/MOTION:** That an TAPS liquor license for Ralben, Inc., d/b/a Bonkers, located at 1507 S. Main St., be created, contingent upon compliance with all applicable health and safety codes

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4a. Retention and growth of current local business.

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to consider the application of Ralben, Inc., d/b/a Bonkers located at 1507 S. Main St., requesting a TAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Bill Bentley, owner/operator, and Applicant representative.

Commissioner absent: Stephen Stockton.

Commissioner Renner questioned the purpose of this application. He noted that this application involved a 100% change in stockholder. Bill Bentley, owner/operator and Applicant representative, addressed the Commission. He read from a prepared statement. Bonkers was a neighborhood bar with established clientele. Patti Quinn-Jones, current owner/operator and license holder, would manage the business for an additional year. His intention was to maintain the status quo. He cited the other surrounding properties which he owned and/or managed. Bonkers would be an investment property/business.

Commissioner Jordan questioned if there were any contingencies which would require Ms. Quinn-Jones to remain for one (1) year.

Mr. Bentley responded affirmatively. There was a contract between the parties.

Commissioner Jordan questioned if there were any past issues at Bonkers.

George Boyle, Asst. Corporation Counsel, responded negatively.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application by Ralben, Inc., d/b/a Bonkers located at 1507 S. Main St., requesting a TAPS liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week be approved contingent upon compliance with life safety codes.

Motion carried, unanimously.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on January 6, 2014 in accordance with City Code. In accordance with City Code, approximately six (6) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the January 14, 2014 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:** None. Request is for a change of ownership. Annual fee for a TAPS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

---

Motion: \_\_\_\_\_

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: February 10, 2014

SUBJECT: Approval of the Stone River Group for professional services to obtain electricity and natural gas pricing for a three year period

**RECOMMENDATION/MOTION:** That a Professional Service Agreement with the Stone River Group, Lincoln, IL, for Professional Energy Services 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 1d. City services delivered in the most cost-effective, efficient manner.

**BACKGROUND:** This request is for all City natural gas accounts and electricity accounts that have kilowatt-hour (kWh) usage above the municipal aggregation maximum of 15,000 kWh per year. The municipal aggregation program does not cover large electricity users. Examples of large City user accounts include:

Water Treatment Plant	Center for Performing Arts	City Hall
Water Pumping Stations	Creativity Center	Fire Stations
Police Department	Public Library	

The City has been using Integrys Energy to purchase our energy for the past several years. Currently, the City is paying \$.05116 per kwh, non-summer rates from Ameren and \$.43 per therm from Nicor Gas. The municipal aggregate rate from Homefield Energy is \$.04539 per kwh. In FY 2013, the City paid \$2.8 million for electricity and \$164,618 for natural gas.

In evaluating the needs of the City, staff found many cities and towns use brokers to purchase their needed power while others, like the City of Peoria, does not use a broker but purchases direct from the market using their own staff. In the first quarter of 2012, the Town of Normal undertook an evaluation process of several electricity consulting companies including Integrys, Direct Energy, MidAmerican Energy and Ameren. At the conclusion of that process, Normal's Council chose the Stone River Group as their exclusive energy broker. City staff has reviewed the process and assessment of Normal and agreed that Stone River Group is well equipped to provide this service.

Other municipalities that Stone River Group has provided this service for include:

Normal	Chillicothe
Lexington	Petersburg
Pawnee	Mt. Zion

Because Stone River has successfully obtained pricing for other cities and towns within the Ameren and NICOR territory, this gives them the best opportunity to maximize cost savings. In addition, the Stone River Group has a strong relationship with sixteen (16) large national electric and natural gas suppliers and has been through this process a number of times. These relationships, as well as the ability to combine several entities in their portfolio of clients, allows Stone River to leverage the buying power of the groups. Their commission rates, paid by the suppliers, are competitive in the market.

In looking at current market conditions, Stone River has been seeing a steady rise in the price of gas and the City will likely see those increases in our next few billing cycles. Electrical power has recently seen downward pressures but has become somewhat volatile. Both situations warrant the use of a broker to monitor the prices and providing fixed amounts at the most advantageous point.

The Stone River Group will be responsible for:

- Determining all accounts that have a usage above 15,000 kWh per year and provide account numbers for natural gas.
- Coordinating the bid process and executing that process with multiple electricity and natural gas suppliers.
- Providing a projected cost savings based on the Ameren price versus the supplier, using last year's kWh data and NICOR's cost per therm.
- Insuring the account transition flow between the new electricity and natural gas supplier and the respective utility works smoothly.
- Providing access to electricity and natural gas usage reports per account.
- Assist staff with any changes to the list of accounts in this program.

The Stone River Group will be available for any questions that may arise during the process and will work with staff in the future.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Staff has relied heavily of the work done by Normal related to their selection process and decision to use Stone River Group for their energy purchase agreements.

**FINANCIAL IMPACT:** Because the City has such a large use base, we should continue to see very competitive rates by allowing our energy needs be bid on the open market. Similar to municipal aggregation, The Stone River Group will be paid .0015 per KWh of the electric rate and .02 per therm for natural gas. These fees will be paid by the retail electric provider and/or natural gas supplier.

Respectfully submitted for Council consideration.

Prepared by: Mark R. Huber, Director - PACE

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeff Jurgens, Corporate Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Agreement  
Attachment 2. Stone River Information

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade				Alderman Black			
Alderman Mwilambwe				Alderman Fazzini			
Alderman Sage							
				Mayor Renner			



## LETTER OF UNDERSTANDING

This Letter of Understanding (“Agreement”) is entered by and between The Stone River Group (“Broker”), and The City of Bloomington, Illinois (“Client”) on 2/10/2014 (“Effective Date”). Broker and Client may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

Whereas Broker is willing to assist Client in issuing a formal Bid for Electricity/Natural Gas Services for the negotiation, retail electricity purchase and natural gas;

- 1. Exclusivity.** Client shall work exclusively with Broker for the services provided herein. Client shall not negotiate directly with any supplier of energy, whether natural gas or electricity, and shall not use the services of any other agent, broker, or consultant in the negotiation for energy products. This provision shall not be interpreted to prevent Client from continuing to purchase energy from its current electrical and natural gas suppliers until Broker is able to provide an agreement accepted by Client under Section 3 of this Agreement. Client understands that Broker does not work exclusively for any supplier of energy.
- 2. Term.** The term of this agreement shall begin on the Effective Date and will continue for a period of 36 months.
- 3. Power Agreement Proposals.** During the term of this Agreement, Broker shall provide Client with market analysis and Energy Service Agreement proposals from Retail Electric Suppliers and Natural Gas suppliers. Client has the right to reject all bids from providers.
- 4. Commission.** Client understands and agrees that Broker will receive commission on electricity and natural gas purchased by Client. Broker will receive .0015 per KWh of the electric rate, and .02 per therm for Natural gas. The parties understand and agree that Client has no obligation to remit funds directly to Broker, and that any and all Broker commissions and/or fees will be paid by the REP and/or Natural Gas Supplier.
- 5. Confidentiality.** Representative shall keep confidential all Client information except to the extent that it is necessary for Broker to disclose such information to REP’s for the purpose of providing Client with adequate Power Agreement proposals. To the extent permitted by law, Client shall keep confidential all prices and terms of Power Agreements and Power Agreement proposals brought by Broker.

**6. Access to Consumption Information.** Client shall permit REPs to access and examine historical electricity consumption for the purpose of providing a price quotation for Client's electricity/natural gas. Client hereby allows Broker to access the REPs electricity/natural gas bills and consumption records for Client as billed for verification of Broker's fees.

**7. Termination.** This Agreement Term may, independently or together, be terminated by either party upon providing thirty (30) days written notice of its intent to terminate and prior to signing an Energy Service Agreement with a REP negotiated by Broker on behalf of the Client.

**8. Venue.** The venue of any dispute between the parties shall be McLean County, Illinois.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Client: The City of Bloomington, Illinois

The Stone River Group

Name:

Name: \_\_\_\_\_

Title: Interim Purchasing Agent

Title: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Call Us Anytime: (217) 737-5811



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## About Us

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### About Stone River Group

The Stone River Group is a diverse organization with experience in assisting companies with all manners of savings from Energy, to Printing and Marketing, to even alternative financing and Cost Segregation (tax savings on building depreciation). We are an Illinois based company that is headquartered in Lincoln, Illinois. We work with Large Organizations like the Community Bankers Association of Illinois, Illinois Chambers of Commerce, to Individual businesses and Non-Profit Organizations. With over 10,000 accounts in Illinois both Municipal Aggregation, and Commercial accounts, and nearly 500,000 megawatt hours of power, we are one of the largest energy Agent/Broker/Consultant's in the State.

If you find it important to work with a firm that was founded in your state to help your Illinois based business, then we are most likely the consulting group for you!

We can design a program of savings for you which can include energy retrofitting, low cost energy acquisition through competitive bidding, alternative financing, and even tax savings for your company if you have a building valued over \$500,000. Are you needing a website? Printing? Marketing plan? We can do that too!!

Whatever your needs, our group of consultants are here to assist you!

### CONTACT

The Stone River Group, Inc.

219 Rhoades Ave  
Lincoln, IL 62656

Phone: (217) 737-5811  
Email: [stonerivergroup@aol.com](mailto:stonerivergroup@aol.com)

### QUOTE

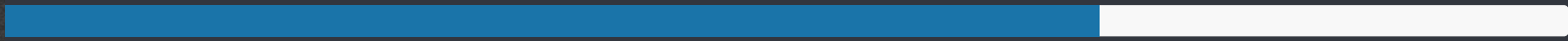
[Get A Quote](#)



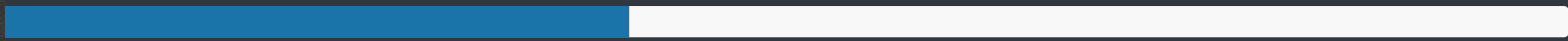
## OUR AGREEMENTS

This month 70% of our closed agreements were for Electricity and 40% were for Natural Gas.

### ELECTRICITY



### NATURAL GAS





FOR COUNCIL: February 10, 2014

SUBJECT: Presentation of Police Department 2013 Annual Report

**RECOMMENDATION/MOTION:** That the Police Department 2013 Annual report be placed on file.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services, and Goal 3. Strong neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** Provision of public safety, safeguarding of lives and property, and reduce fear and the fear of crime. Conduct policing in the most efficient and cost effective manners through ongoing public partnerships, use of new technologies, increased public communications and internal data analysis.

**BACKGROUND:** In support of the City's Strategic Plan, formally presented and unanimously adopted by the Council on January 25, 2010, and the Police Department's 2012 - 2015 Strategic Plan, the Police Department maintains a progressive problem solving stance while engaging citizens and neighborhoods in partnerships.

Specific items to be covered pertain to:

1. A progress report related to projects undertaken as part of the 2012 - 2015 Strategic Plan.
2. A summary of all Part I index crimes for 2013 to include statistical comparisons for crimes in our jurisdiction for the four (4) years prior to 2013.
3. A detailed report showing a comparison of all Part I and Part II crimes as reported in calendar years 2012 and 2013. This report also contains breakdowns of 29 crime categories to include sub-crime categories.
4. A summary and discussion of 2014 crime priorities.
5. A summary and discussion of 2014 internal departmental priorities.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Residents of Bloomington-Normal Area, McLean County State's Attorney, local law enforcement officials. Monthly Focus Meeting attendees were consulted throughout the year and provided a basis for the included materials.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Brendan O. Heffner, Chief of Police

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Annual Report  
Attachment 2. Appendix

---

Motion:

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

“TO PROTECT  
AND TO SERVE”

# Chief of Police Brendan O. Heffner

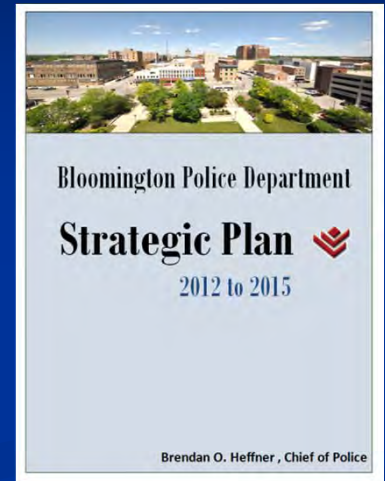


**BLOOMINGTON** POLICE DEPARTMENT

305 South East Street, Bloomington, IL 61701 | 309-434-2700 | [police@cityblm.org](mailto:police@cityblm.org)

# 2012 to 2015 Strategic Plan Update

Our Strategic Plan contains five (5) broad goals. These goals are focused to 69 individual department projects. *As of 1/1/14, all projects are either complete or underway.*



## Projects completed in 2014:

- Formed the Internal Technology Committee.
- Launched all social media platforms.
- Expanded the Public Safety Camera System to dispatch center.
- Finalized the police range study and began repairs.

# 2013 Crime Statistics

The total Uniform Crime Report (UCR) statistics for calendar year 2013 was 7.9% higher than 2012 representing 173 more reported incidents.

The UCR statistics include; Homicide, Forcible Rape, Robbery, Aggravated Assault/Battery, Burglary, Theft, Motor Vehicle Theft, and Arson. This report will examine each category for 2013.

# Homicides in 2013

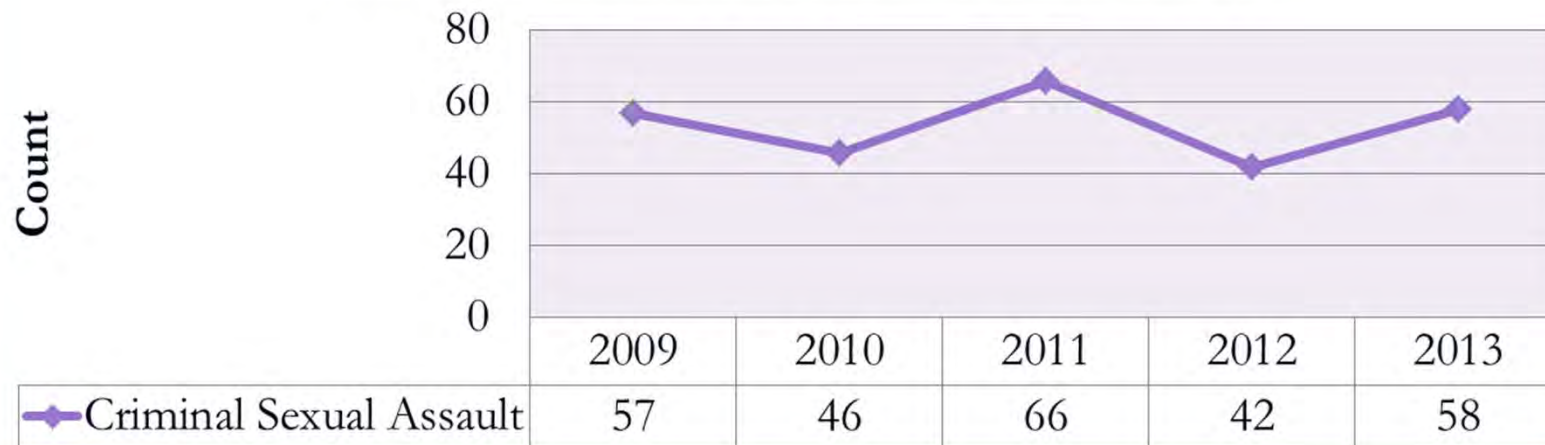
- One (1) recorded homicide for 2013
  - Shooting death of Aaron Robinson in May. Suspect arrested.
- Kuantrae Massey death was classified as Involuntary Manslaughter.
- The BPD death investigation of Haleigh Eichhorn continues.



# Criminal Sexual Assaults in 2013

- 58 reported cases for 2013
  - 38% increase from the 42 reported in 2012.
- A second detective was added in 2013 to investigate sex crimes.

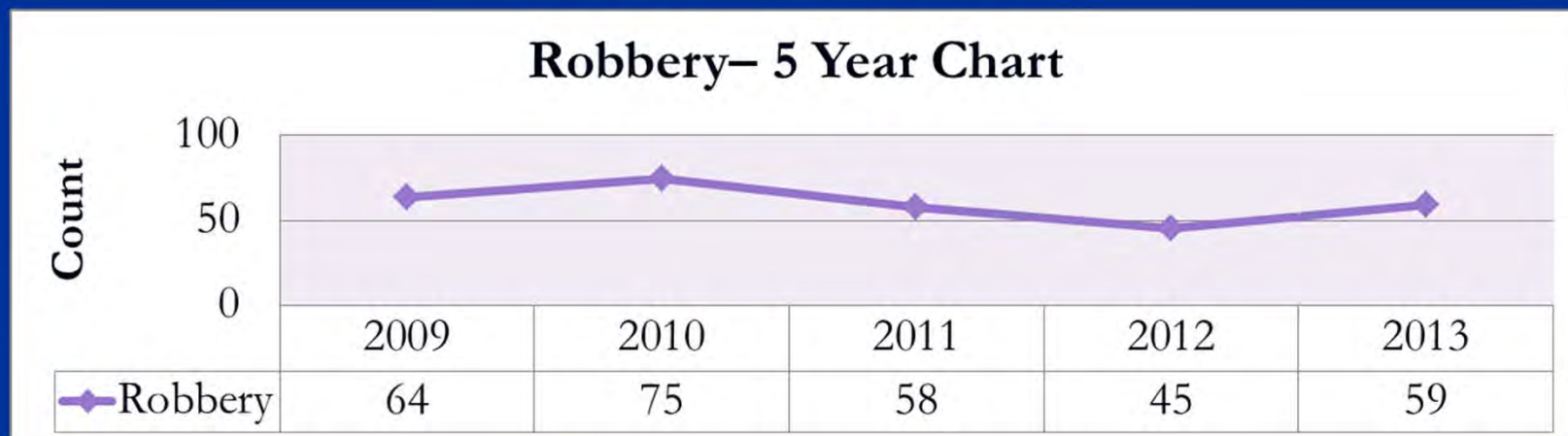
**Criminal Sexual Assault – 5 Year Chart**





# Robbery in 2013

- 59 reported cases for 2013
  - Includes strong-arm and armed robbery.
  - 31% increase from the 45 cases reported in 2012.
  - We are well below our 10 year average of 75 robberies per year.
- Several juveniles were arrested in August which dramatically reduced the number of reported robberies for the rest of the year.



# Aggravated Assault/Battery in 2013

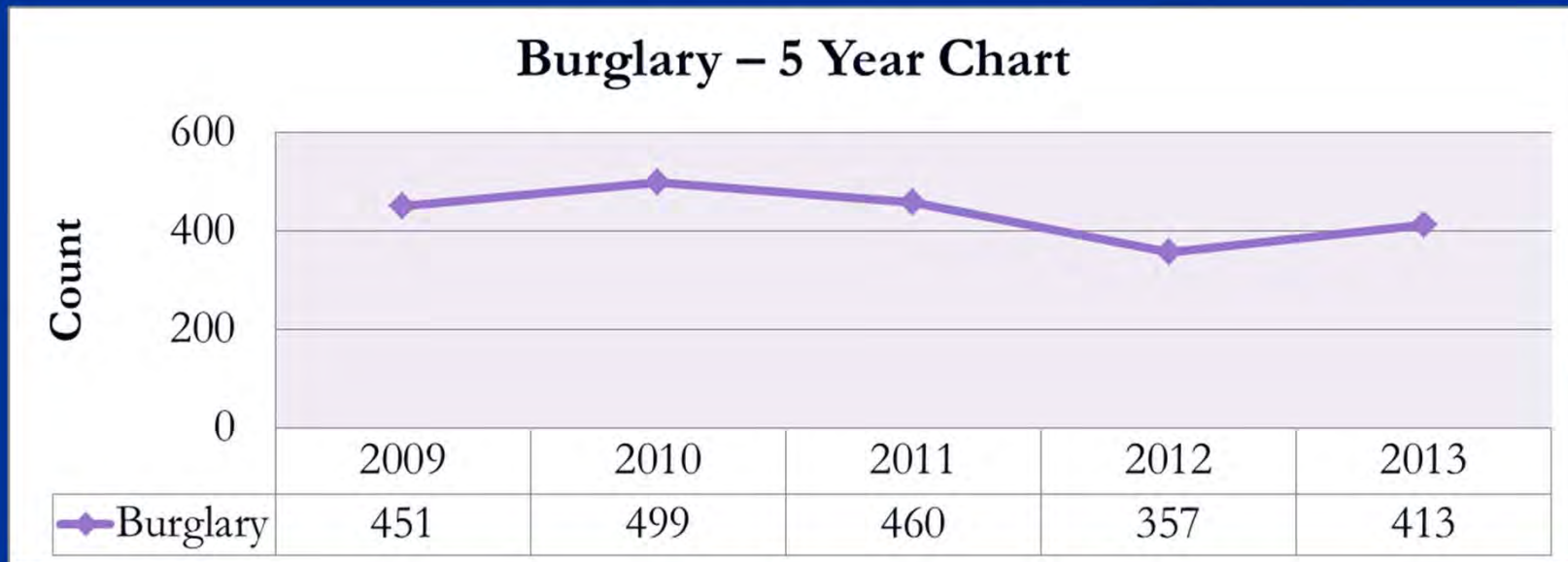
- 287 reported cases for 2013
  - ✓ A 2% decrease from the 293 reported in 2012.
- The same juveniles arrested for street robberies in August were also the primary cause for large portion of the Aggravated Batteries.

**Aggravated Assault/Battery – 5 Year Chart**



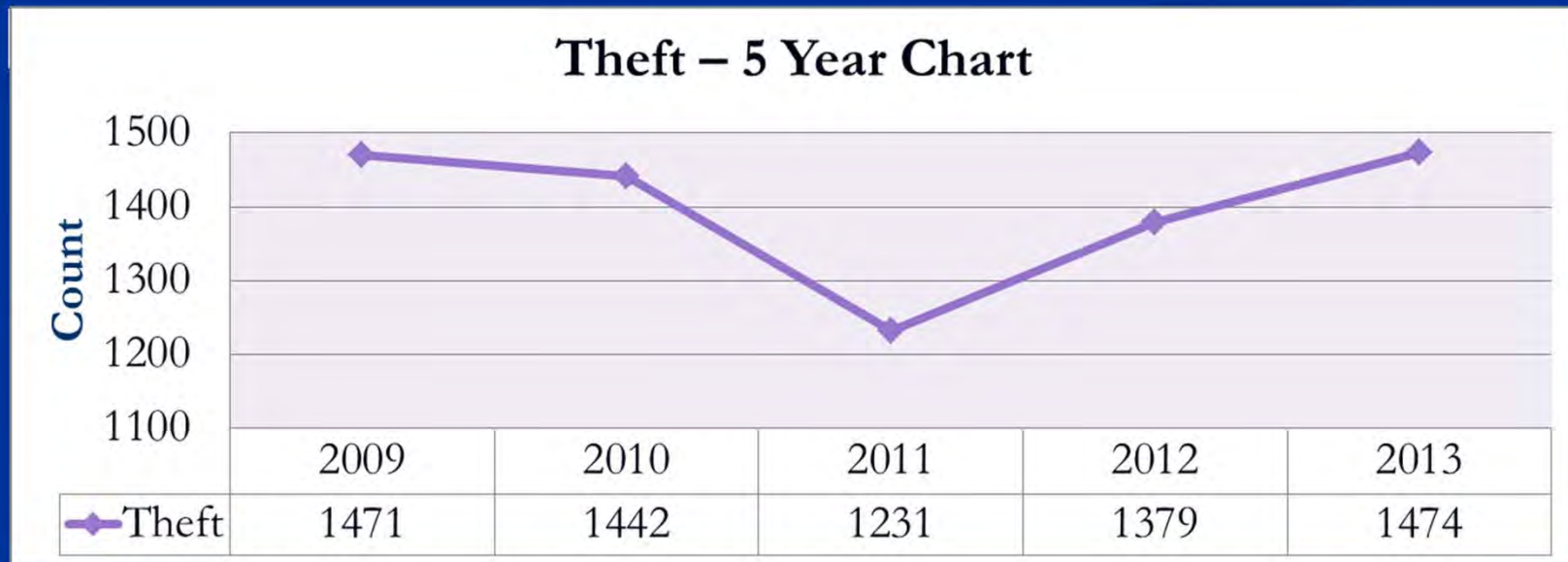
# Burglary in 2013

- 13% more cases reported for 2013, up to 413.
- Includes both residential and commercial burglaries.
- Many retail thefts are coded as Burglary especially at retail stores. This has the effect of driving up statistics in this category.



# Theft in 2013

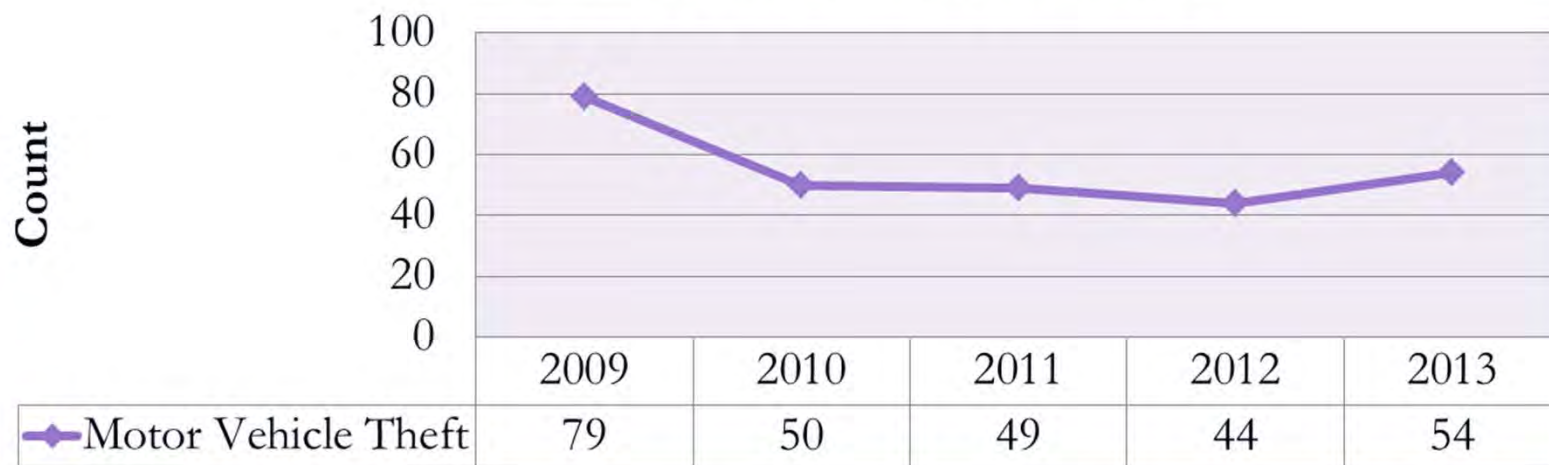
- Encompasses several crimes such as Burglary From Motor Vehicle, Retail Theft, Purse Snatching, Theft Over \$500 etc .
- 1,474 cases in 2013 is a 3% increase from 2012.
- 90 cases of Burglaries From Motor Vehicles in December.



# Motor Vehicle Theft in 2013

- 53 reported cases which is a 20% increase from 2012.
- Large Motor Vehicle Theft spree in December as citizens left their vehicles running unoccupied and unlocked.

Motor Vehicle Theft – 5 Year Chart



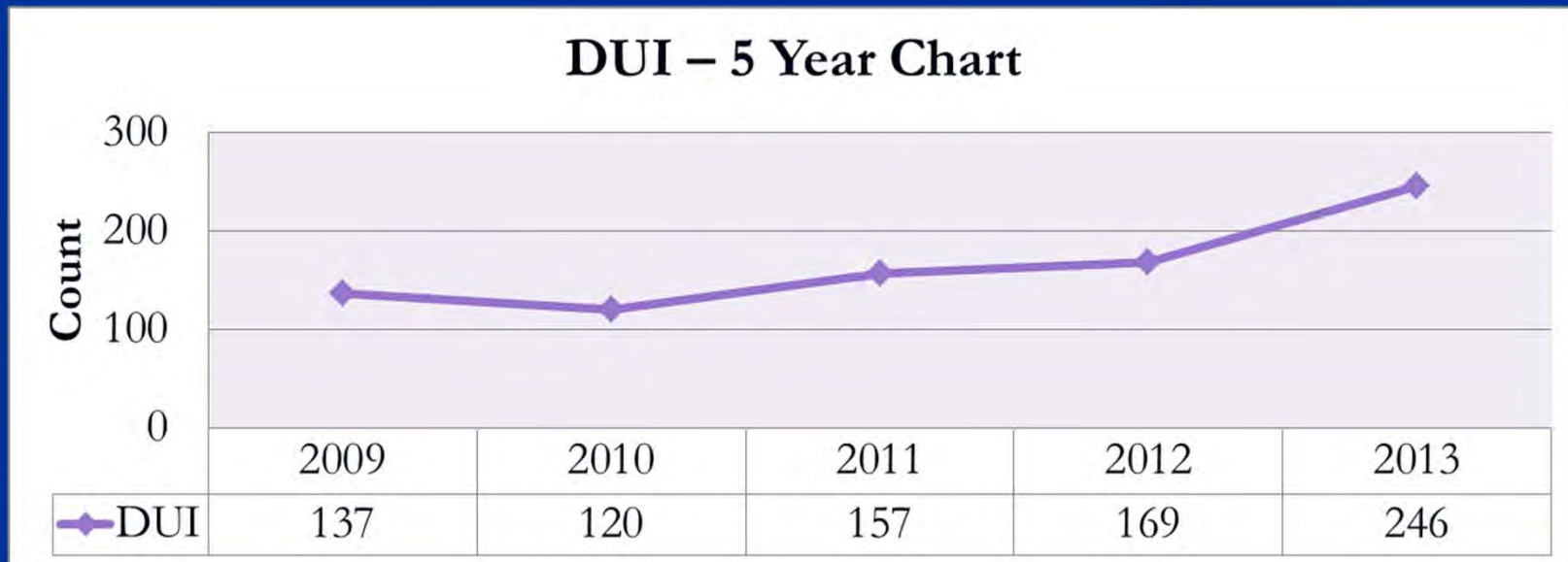
# Arson in 2013

- Only 8 reported Arsons in 2013, a 33% drop from 2012.



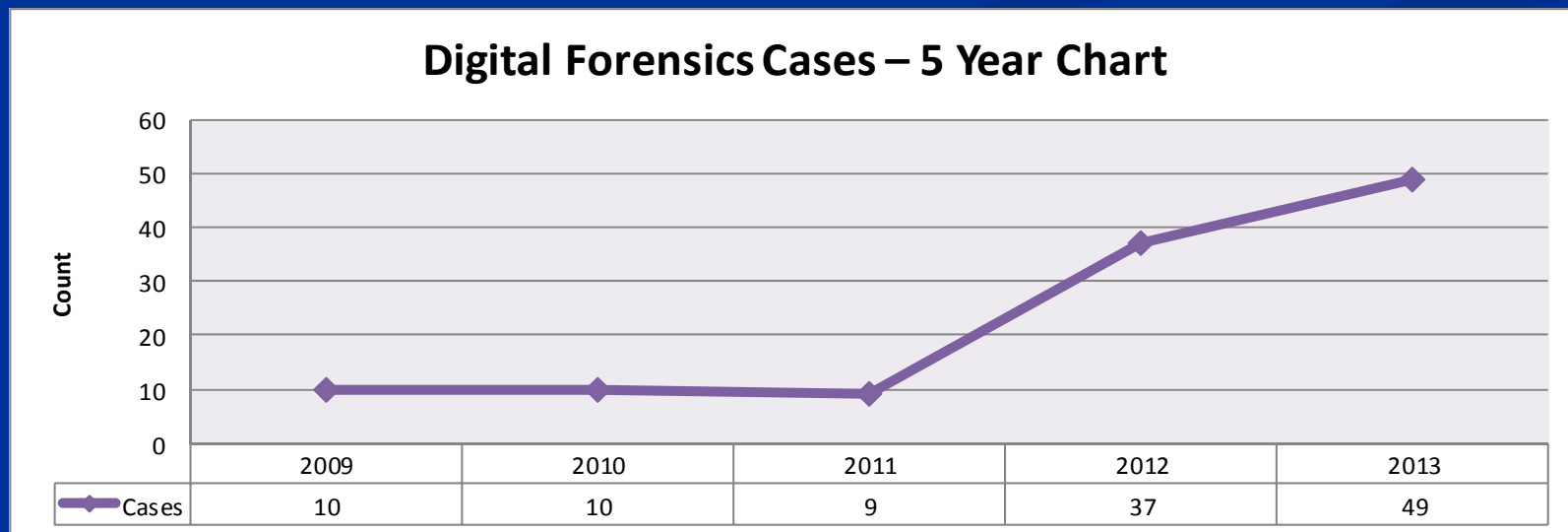
# DUI in 2013

- Increase in DUI enforcement was Goal 2, Strategy 3, in the 2012 – 2015 BPD Strategic Plan.
- 246 total DUI arrests is the most since 2002 when we had 249.



# Digital Forensic Cases in 2013

- Totals represent cases where processing of evidence involved digital devices.
- Analysis of each digital device takes approx. 80 hours.
- Increase can be attributed to the accelerated use of digital devices in crimes.





# 2013 Gang Crimes

- We saw a marked decrease in the frequency of gang motivated incidents.
- 2013 saw the successful prosecution of cases involving the arrest of eight (8) gang subjects from two gangs involved in multiple shootings.
  - ✓ 147 years in prison (Gettysburg mass shooting)
  - ✓ 47 years in prison (Orchard St. shooting)
  - ✓ 18 year in prison (Orchard St. shooting)
- We also increased street level enforcement during the summer of 2013 in troubled areas of the city.

# Crime Priorities for 2014

- Street level violent crimes
- Illegal gun possession
- Intervention in west side youth issues
- Gang crimes
- Robbery
- Narcotics
- Sex offender violations
- Burglary

# Departmental Priorities for 2014

- Lexipol Policy Project Completion
- Rehabilitation of the Indoor Range
- Continue Emphasis on DUI Suppression
- Increase Social Media Network and Use
- Office Of Professional Standards
- Communications and Citizen Service
- Evaluate Hiring Process
- Enhance Recruitment Process



**POLICE DEPARTMENT**

P.O. Box 3157  
 Bloomington, Illinois 61702

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**Clay E. Wheeler, Assistant Chief, FBINAA 253<sup>rd</sup>**  
**Kenneth A. Bays, Assistant Chief**

February 4, 2014

RE: 2013 Uniform Crime Reports for the City of Bloomington, Part 1 and Part 2 Index Offenses and All Other Reports.

As the Bloomington Police Department makes police reports each offense is assigned a unique numeric code. This code is used to determine the severity of an incident regardless of the number of offenses that may have occurred in the incident. The lower the offense code the more severe the offense, which is referred to as the Hierarchy Rule.

The Federal Bureau of Investigation has designated certain offenses as Part 1 Index Offenses. These offenses are generally standardized across the country and are used in annual statistical reports. This report will list all the reports taken by the Bloomington Police for 2012 and 2013 with the hierarchy rule applied. Offenses are grouped into broad categories with offenses used for Part 1 Index crimes highlighted yellow.

Row Labels	2012	2013	Percent Change
<b>Arson</b>	<b>12</b>	<b>8</b>	<b>-33.3%</b>
AGGRAVATED ARSON	0	1	N/C
ARSON	12	7	-41.7%
<b>Assault/Battery</b>	<b>1245</b>	<b>1372</b>	<b>10.2%</b>
AGGRAVATED ASSAULT	66	60	-9.1%
AGGRAVATED BATTERY	192	175	-8.9%
AGGRAVATED BATTERY OF A CHILD	2	2	0.0%
AGGRAVATED BATTERY OF A SENIOR CITIZEN	1	1	0.0%
AGGRAVATED DOMESTIC BATTERY	32	49	53.1%
AGGRAVATED STALKING	0	2	N/C
ASSAULT	25	42	68.0%
BATTERY	270	273	1.1%
BATTERY OF UNBORN CHILD	1	0	-100.0%
DOMESTIC BATTERY	650	764	17.5%
RECKLESS CONDUCT	6	4	-33.3%
<b>Burglary</b>	<b>357</b>	<b>413</b>	<b>15.7%</b>
BURGLARY	125	171	36.8%
HOME INVASION	12	9	-25.0%
RESIDENTIAL BURGLARY	220	233	5.9%
<b>Burglary or Theft From Motor Vehicle (Aggregates in Theft for UCR reporting. Broken out for this report only)</b>	<b>260</b>	<b>372</b>	<b>43.1%</b>
BURGLARY FROM MOTOR VEHICLE	198	319	61.1%
BURGLARY OF MOTOR VEHICLE PARTS & ACCESSORIES	3	0	-100.0%



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THEFT FROM MOTOR VEHICLE	49	46	-6.1%
THEFT OF MOTOR VEHICLE PARTS & ACCESSORIES	12	8	-33.3%
<b>Cannabis Control Act</b>	<b>200</b>	<b>275</b>	<b>37.5%</b>
CALCULATED CANNABIS CONSPIRACY	1	0	-100.0%
CANNABIS PLANT	1	1	0.0%
CASUAL DELIVERY	1	1	0.0%
DELIVERY OF CANNABIS 30 GM AND UNDER	23	24	4.3%
DELIVERY OF CANNABIS OVER 30 GM	10	3	-70.0%
POSSESSION OF CANNABIS 30 GM AND UNDER	151	237	57.0%
POSSESSION OF CANNABIS OVER 30 GM	13	9	-30.8%
<b>Controlled Substances Act</b>	<b>145</b>	<b>147</b>	<b>1.4%</b>
DELIVERY OR POSSESSION W/INTENT TO DELIVER	1	2	100.0%
LOOK A LIKE CONTROLLED SUBSTANCE	3	5	66.7%
MANUFACTURE AND DELIVERY OF CONTROLLED SUBSTANCE	79	93	17.7%
POSSESSION OF CONTROLLED SUBSTANCE	62	47	-24.2%
<b>Criminal Damage &amp; Trespass To Property</b>	<b>863</b>	<b>692</b>	<b>-19.8%</b>
CRIMINAL DAMAGE TO GOVERNMENT SUPPORTED PROPERTY	15	8	-46.7%
CRIMINAL DAMAGE TO PROPERTY	689	541	-21.5%
CRIMINAL DEFACEMENT OF PROPERTY	15	9	-40.0%
CRIMINAL TRESPASS TO REAL PROPERTY	75	60	-20.0%
CRIMINAL TRESPASS TO RESIDENCE	38	33	-13.2%
CRIMINAL TRESPASS TO STATE SUPPORTED LAND	22	22	0.0%
CRIMINAL TRESPASS TO VEHICLE	9	19	111.1%
<b>Criminal Sexual Assault</b>	<b>52</b>	<b>70</b>	<b>34.6%</b>
AGGRAVATED CRIMINAL SEXUAL ASSAULT	4	2	-50.0%
CRIMINAL SEXUAL ASSAULT	37	53	43.2%
PREDATORY CRIMINAL SEXUAL ASSAULT OF A CHILD	4	3	-25.0%
SEXUALLY RELATED OFFENSE	7	11	57.1%
<b>Deadly Weapons</b>	<b>33</b>	<b>25</b>	<b>-24.2%</b>
AGGRAVATED DISCHARGE OF A FIREARM	6	2	-66.7%
RECKLESS DISCHARGE OF A FIREARM	7	4	-42.9%
UNAUTHORIZED POSSESSION OR STORAGE OF WEAPONS	1	0	-100.0%
UNLAWFUL DISCHARGE OF FIREARM PROJECTILE	2	1	-50.0%
UNLAWFUL POSSESSION OF FIREARMS AND FIREARM AMMUNITION	8	5	-37.5%
UNLAWFUL SALE OR PURCHASE OF FIREARMS	0	1	N/C
UNLAWFUL USE OF WEAPON	4	7	75.0%
UNLAWFUL USE OR POSSESSION OF A WEAPON BY A FELON	5	5	0.0%
<b>Deceptive Practice</b>	<b>376</b>	<b>363</b>	<b>-3.5%</b>
AGGRAVATED COMPUTER TAMPERING	1	0	-100.0%
AGGRAVATED IDENTITY THEFT	0	1	N/C
COMPUTER FRAUD	4	3	-25.0%



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COMPUTER TAMPERING	2	2	0.0%
CREDIT CARD FRAUD	72	61	-15.3%
DECEPTIVE PRACTICES	70	67	-4.3%
FINANCIAL EXPLOITATION OF ELDERLY/DISABLED	7	6	-14.3%
FORGERY	50	42	-16.0%
FRAUD	30	37	23.3%
IDENTITY THEFT	61	53	-13.1%
IMPERSONATING A PEACE OFFICER	1	1	0.0%
POSSESSION OF STOLEN PROPERTY	6	10	66.7%
THEFT BY LESSEE	1	0	-100.0%
THEFT OF LABOR/SERVICES	17	12	-29.4%
THEFT OF LOST / MISLAID PROPERTY	54	66	22.2%
UNAUTHORIZED VIDEOTAPING AND LIVE VIDEO TRANSMISSION	0	2	N/C
<b>Disorderly Conduct</b>	<b>450</b>	<b>450</b>	<b>0.0%</b>
AIR RIFLES	1	0	-100.0%
ALL OTHER DISORDERLY CONDUCT	305	314	3.0%
ARMED VIOLENCE	1	2	100.0%
BOMB THREAT	1	2	100.0%
EAVESDROPPING	2	0	-100.0%
FALSE FIRE ALARM	1	0	-100.0%
FALSE POLICE REPORT	5	4	-20.0%
HARASSMENT BY TELEPHONE	87	102	17.2%
MOB ACTION	1	1	0.0%
PROWLER	0	1	N/C
TELEPHONE THREAT	46	24	-47.8%
<b>Drug Paraphernalia Act</b>	<b>28</b>	<b>48</b>	<b>71.4%</b>
POSSESSION OF DRUG EQUIPMENT	28	47	67.9%
SALE/DELIVERY DRUG PARAPHERNALIA	0	1	N/C
<b>Gambling</b>	<b>1</b>	<b>0</b>	<b>-100.0%</b>
GAMBLING - OPERATING, PROMOTING, OR ASSISTING	1	0	-100.0%
<b>Homicide</b>	<b>1</b>	<b>2</b>	<b>100.0%</b>
<b>FIRST DEGREE MURDER</b>	<b>1</b>	<b>1</b>	<b>0.0%</b>
INVOLUNTARY MANSLAUGHTER	0	1	N/C
<b>Hypodermic Syringes and Needles Act</b>	<b>1</b>	<b>1</b>	<b>0.0%</b>
SALE OR POSSESSION OF HYPODERMIC SYRINGES OR NEEDLES	1	1	0.0%
<b>Interference With Public Officers</b>	<b>91</b>	<b>107</b>	<b>17.6%</b>
CONTEMPT OF COURT	1	8	700.0%
INTERFERENCE WITH JUDICIAL PROCEDURE	20	26	30.0%
OBSTRUCTING IDENTIFICATION	1	12	1100.0%
OBSTRUCTING JUSTICE	6	4	-33.3%
PERJURY	1	0	-100.0%



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RESISTING,OBSTRUCTING,DISARMING AN OFFICER	62	57	-8.1%
<b>Intimidation</b>	<b>17</b>	<b>18</b>	<b>5.9%</b>
CYBERSTALKING	2	0	-100.0%
EXTORTION	1	0	-100.0%
INTIMIDATION	5	5	0.0%
STALKING	9	13	44.4%
<b>Intoxicating Compounds</b>	<b>2</b>	<b>3</b>	<b>50.0%</b>
UNLAWFUL POSSESSION, MANUFACTURE, OR DELIVERY OF NITROUS OXIDE	1	0	-100.0%
USE, SALE OR DELIVERY OF INTOXICATING COMPOUNDS	1	3	200.0%
<b>Kidnapping</b>	<b>51</b>	<b>51</b>	<b>0.0%</b>
CHILD ABDUCTION	6	2	-66.7%
KIDNAPPING	0	1	#DIV/0!
UNLAWFUL RESTRAINT	0	2	#DIV/0!
UNLAWFUL VISITATION INTERFERENCE	45	46	2.2%
<b>Liquor Control Act</b>	<b>21</b>	<b>34</b>	<b>61.9%</b>
ILLEGAL CONSUMPTION OF ALCOHOL BY MINOR	6	22	266.7%
ILLEGAL LIQUOR ACCESS	1	0	-100.0%
ILLEGAL POSSESSION OF ALCOHOL BY MINOR	14	12	-14.3%
<b>Methamphetamine Offenses</b>	<b>3</b>	<b>3</b>	<b>0.0%</b>
CHILD ENDANGERMENT - EXPOSING CHILD TO METH MANUFACTURING	0	2	N/C
MANUFACTURING METHAMPHETAMINE	1	0	-100.0%
METHAMPHETAMINE, METH PRECURSOR, OR ANHYDROUS AMMONIA TRAFFICKING	1	0	-100.0%
POSSESSION OF METHAMPHETAMINE	1	1	0.0%
<b>Motor Vehicle Offenses</b>	<b>896</b>	<b>952</b>	<b>6.3%</b>
CANCELLED, SUSPENDED, OR REVOKED REGISTRATION	59	61	3.4%
DRIVING UNDER THE INFLUENCE ALCOHOL	137	194	41.6%
DRIVING UNDER THE INFLUENCE DRUGS	4	8	100.0%
FLEE OR ATTEMPT TO ELUDE PEACE OFFICER	2	2	0.0%
HIT AND RUN	93	96	3.2%
ILLEGAL TRANS OF ALCOHOLIC LIQUOR	7	9	28.6%
IMPROPER USE OF REGISTRATION	1	1	0.0%
MOTOR VEHICLE ANTI-THEFT LAW	1	0	-100.0%
NO DRIVERS LICENSE	109	113	3.7%
NO REGISTRATION	3	2	-33.3%
OPERATE MOTOR VEHICLE W/SUSP REGISTRATION	10	11	10.0%
OPERATE UNINSURED MOTOR VEHICLE	183	187	2.2%
RECKLESS DRIVING	12	10	-16.7%
SUSPENDED,REVOKED DRIVERS LICENSE	274	257	-6.2%
UNLAWFUL USE OF DRIVERS LICENSE	1	1	0.0%



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<b>Motor Vehicle Theft</b>	<b>44</b>	<b>54</b>	<b>22.7%</b>
<b>MOTOR VEHICLE THEFT</b>	<b>44</b>	<b>54</b>	<b>22.7%</b>
<b>Offenses Involving Children</b>	<b>188</b>	<b>190</b>	<b>1.1%</b>
CHILD ABANDONMENT	1	0	-100.0%
CHILD ABUSE/NEGLECT OR FAILURE TO REPORT	15	12	-20.0%
CONTRIBUTING TO CRIM DELINQUENCY OF A JUVENILE	1	1	0.0%
CONTRIBUTING TO DEPENDENCY OR NEGLECT OF CHILDREN	2	3	50.0%
CURFEW	2	7	250.0%
ENDANGERING THE LIFE OR HEALTH OF A CHILD	23	14	-39.1%
RUNAWAY - MINOR REQUIRING AUTHORITATIVE INTERVENTION	142	150	5.6%
SALE OF TOBACCO PRODUCTS TO MINORS	0	3	N/C
TRUANCY	2	0	-100.0%
<b>Other Offenses</b>	<b>1500</b>	<b>1892</b>	<b>26.1%</b>
ALL OTHER CRIMINAL OFFENSES	26	18	-30.8%
ASSIST FIRE DEPARTMENT	8	13	62.5%
ASSIST OTHER AGENCY	51	35	-31.4%
ATTEMPTED SUICIDE	7	9	28.6%
CIVIL DISPUTE	20	9	-55.0%
COMPOUNDING A CRIME	6	15	150.0%
DOG/OTHER ANIMAL BITES	90	112	24.4%
DOMESTIC DISPUTE	447	877	96.2%
FAILURE TO REGISTER AS SEX OFFENDER	3	0	-100.0%
FATAL/OTHER ACCIDENT FOLLOW-UP	6	6	0.0%
IN-STATE WARRANT	10	11	10.0%
INTERFERING W/REPORTING DOMESTIC VIOLENCE	1	1	0.0%
INVESTIGATE DEAD BODY	63	67	6.3%
LOST PROPERTY	125	113	-9.6%
MISSING PERSON	72	59	-18.1%
ORDINANCE VIOLATION - ABANDONED VEHICLE	0	1	N/C
ORDINANCE VIOLATION - BATTERY ORDINANCE	16	5	-68.8%
ORDINANCE VIOLATION - CURFEW ORDINANCE	2	0	-100.0%
ORDINANCE VIOLATION - DISORDERLY CONDUCT	17	9	-47.1%
ORDINANCE VIOLATION - MINOR IN TAVERN	2	5	150.0%
ORDINANCE VIOLATION - OTHER ORDINANCE VIOLATION	116	80	-31.0%
ORDINANCE VIOLATION - POSSESSION OF FALSE ID	0	4	N/C
ORDINANCE VIOLATION - UNLAWFUL SALE OF ALCOHOL	14	23	64.3%
OTHER ANIMAL COMPLAINT	9	14	55.6%
OTHER MENTAL CASE	5	15	200.0%
OTHER NON CRIMINAL OFFENSE	54	67	24.1%
OTHER PUBLIC COMPLAINT	9	16	77.8%
OTHER SUSPICIOUS ACTIVITY	17	21	23.5%





**POLICE DEPARTMENT**

P.O. Box 3157  
 Bloomington, Illinois 61702

**Brendan Heffner, Chief, FBINAA 225<sup>th</sup>**  
**Clay E. Wheeler, Assistant Chief, FBINAA 253<sup>rd</sup>**  
**Kenneth A. Bays, Assistant Chief**

OUT OF STATE WARRANT	0	1	N/C
PAROLE VIOLATION	1	1	0.0%
PERSONAL INJURY	80	63	-21.3%
POSSESSION OF BURGLARY TOOLS	1	0	-100.0%
RECOVERED PROPERTY ONLY	63	40	-36.5%
SUSPICION THAT PERSON COMMITTED AN OFFENSE	0	1	N/C
TRAFFIC IL VEHICLE CODE (OTHER TRAFFIC OFFENSES)	33	44	33.3%
VIOLATION OF ORDERS OF PROTECTION	126	137	8.7%
<b>Robbery</b>	<b>45</b>	<b>59</b>	<b>31.1%</b>
AGGRAVATED ROBBERY	4	3	-25.0%
ARMED ROBBERY	14	18	28.6%
ROBBERY	26	38	46.2%
VEHICULAR HIJACKING	1	0	-100.0%
<b>Sex Offenses</b>	<b>56</b>	<b>52</b>	<b>-7.1%</b>
AGGRAVATED CRIMINAL SEXUAL ABUSE	11	5	-54.5%
ALL OTHER SEX OFFENSES	9	5	-44.4%
CHILD PORNOGRAPHY	3	11	266.7%
CRIMINAL SEXUAL ABUSE	22	18	-18.2%
CRIMINAL TRANSMISSION OF HIV	1	0	-100.0%
DISTRIBUTION OF HARMFUL MATERIAL	0	1	N/C
INDECENT SOLICITATION OF A CHILD	0	1	N/C
OBSCENITY	1	0	-100.0%
PROSTITUTION	2	3	50.0%
PUBLIC INDECENCY	3	1	-66.7%
SEXUAL EXPLOITATION OF A CHILD	2	2	0.0%
SEXUAL RELATIONS WITHIN FAMILIES	1	0	-100.0%
SOLICITATION OF A SEXUAL ACT	0	2	N/C
SOLICITING FOR A JUVENILE PROSTITUTE	1	0	-100.0%
SOLICITING FOR A PROSTITUTE	0	3	N/C
<b>Theft</b>	<b>1113</b>	<b>1075</b>	<b>-3.4%</b>
DELIVERY CONTAINER THEFT	1	0	-100.0%
POCKET-PICKING	1	0	-100.0%
PURSE SNATCHING	1	0	-100.0%
RETAIL THEFT	479	389	-18.7%
THEFT FROM BUILDING	6	7	16.7%
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	2	5	150.0%
THEFT OVER	229	211	-7.9%
THEFT UNDER	394	463	17.5%
<b>Violation of Criminal Registry Laws</b>	<b>127</b>	<b>114</b>	<b>-10.2%</b>
PROBATION VIOLATION	40	35	-12.5%
SEX OFFENDER - APPROACHING, CONTACTING, RESIDING, OR COMMUNICATING WITH CHILD	7	1	-85.7%



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SEX OFFENDER - FAILURE TO REGISTER	58	50	-13.8%
SEX OFFENDER - FAILURE TO REGISTER NEW ADDRESS, EMPLOYER, OR SCHOOL	5	12	140.0%
SEX OFFENDER - PROHIBITED ZONE	7	7	0.0%
SEX OFFENDER OTHER VIOLATION	6	7	16.7%
VIOLATION OF CHILD MURDERER AND VIOLENT OFFENDER AGAINST YOUTH REG ACT	4	2	-50.0%
<b>Grand Total</b>	<b>8180</b>	<b>8842</b>	<b>8.1%</b>