

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, FEBRUARY 23, 2015 7:00 P.M.**

- 1 Call to order**
- 2 Pledge of Allegiance to the Flag**
- 3 Remain Standing for a Moment of Silent Prayer**
- 4 Roll Call**
- 5 Public Comment**
- 6 Recognition/Appointments**
 - A. Appointment of Van Miller to the Bloomington Library Board of Trustees.**
 - B. Reappointment of Vicki Lynn Tilton to the Cultural District Commission.**

7 “Consent Agenda”

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

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

- A. Council Proceedings of February 9, 2015. (Recommend that the reading of the minutes of the previous Council Proceedings of February 9, 2015, be dispensed with and the minutes approved as printed.)**
- B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)**
- C. Appointment to the Bloomington Library Board of Trustees and Reappointment to the Cultural District Commission. (That the Appointments be approved.)**

- D. Purchase of Sewer Cleaning Truck using the National Joint Powers Alliance joint purchasing Contract Number 031710-FSC and request to approve a Budget Amendment in the FY 2014 Capital Lease in the FY 2015 Budget for the purchase. (Recommend that the purchase of one (1) Vactor 2100 Plus using the National Joint Powers Alliance joint purchasing Contract Number 031710-FSC for the amount of \$377,403 be approved and recommend that the Budget Amendment Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- E. Analysis of Bids for the Miller Park Zoo Flamingo Exhibit construction. (Recommend that the bids be rejected and the project be rebid.)**
- F. Extension of the Intergovernmental Agreement for Fire Station Maintenance & Operating Agreement for Fire Station No. 3 and Fire Station No. 6. (Recommend that the Extension of the Intergovernmental Agreement for Fire Station Maintenance & Operating Agreement for Fire Station No. 3 and Fire Station No. 6 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- G. Ratification of Contract with ASSCME Local 699 for the Bloomington Public Library for the period of May 1, 2014 through April 30, 2017. (Recommend that the Contract be ratified and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- H. Resolution Regarding Temporary Closing of State Right of Way for Annual Community Events. (Recommend that the Resolution be adopted.)**
- I. Application of Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans Pkwy., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. (That a GPBS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans, be created, contingent upon compliance with all applicable health and safety codes.)**
- J. Application of Hy-Vee, Inc., d/b/a Hy-Vee located at 1403 N. Veterans Pkwy., requesting an RAPS 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 packaged alcohol for consumption off the premises seven (7) days a week. (That an RAPS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee, located at 1403 N. Veterans Pkwy, be created, contingent upon compliance with all applicable health and safety codes.)**
- K. Award of Internal Audit Services Contract. (Recommend that the Contract for Internal Audit Services to Bronner Group, LLC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- L. One (1) year Extension of Auditors Contract. (Recommend that the audit contract with Sikich, LLP for annual audit of the City and US Cellular Coliseum (USC) and other advisory consulting services as required be extended for one (1) year and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- M. **Renewal of Good Energy Service Agreement. (Recommend that the Amendment to the Service Agreement with Good Energy, L.P. be approved and the Resolution be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- 8. **“Regular Agenda”**
 - A. **Intergovernmental Agreement for E-Waste Disposal and request to approve a Budget Amendment to General Fund Transfer to Solid Waste Fund (10019180-89544), Solid Waste from General Fund (54404400-85100), and the Solid Waste Recycle Transfer Fee (54404400-70667) in the amount of \$16,667. (Recommend that the Intergovernmental Agreement be approved and the Ordinance Amending the Budget Ordinance to add funds to General Fund Transfer to Solid Waste (10019180-89544), Solid Waste from General Fund (54404400-85100), and the Solid Waste Recycle Transfer Fee (54404400-70667) in the amount of \$16,667 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) Time 25 minutes. Presentation 10 minutes, Q/A 15 minutes.**
 - B. **Crime Statistics Report for 2014. Presented by Brendan Heffner, Police Chief. Time 30 minutes. Presentation 15 minutes, Q/A 15 minutes.**
 - C. **City Manager’s Recommended FY 2016 Budget (May 1, 2015 – April 30, 2016). Time 30 minutes**
 - i. **Presentation by David Hales, City Manager. Presentation 15 minutes.**
 - ii. **City Council Discussion. Discussion from Citizens Summit, Town Hall Meetings, Budget Comments. Q/A 15 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 23, 2015

SUBJECT: Council Proceedings of February 9, 2015

RECOMMENDATION/MOTION: Recommend that the reading of the minutes of the previous Council Proceedings of February 9, 2015, 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 Council Proceedings of February 9, 2015 have been reviewed and certified as correct and complete by the Chief Deputy 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: Renee Gooderham, Chief Deputy Clerk

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Motion: That the reading of the minutes of the previous Council Proceedings of February 9, 2015 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				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, February 9, 2015.

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: Kevin Lower, David Sage, Diana Hauman, Judy Stearns, Scott Black, Joni Painter, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

Alderman absent: Mboka Mwilambwe.

City Manager David Hales, Chief Deputy Clerk Renee Gooderham, and Corporate Counsel Jeff Jurgens were also present.

Staff Absent: Tracey Covert, City Clerk.

PUBLIC COMMENT: Mayor Renner opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Alton Franklin, 506 Patterson Dr., addressed the Council. He believed the U.S. Cellular Coliseum (USCC) lacked transparency. The USCC needed to make a profit before Downtown Hotel discussions.

Brexton Isaacs, 506 E. Empire St., addressed the Council. He attended the West Side Budget Discussion held on January 27, 2015. He heard comments asking for investing in the Downtown and Parks, Recreation and Cultural Arts. He believed same assisted with health lifestyle choices.

Anne Kehler, 502 E. Empire St., addressed the Council. She stated her displeasure with comments made by Alderman Stearns.

The following was presented:

Oath – Brian Mohr, Fire Chief.

David Hales, City Manager, addressed the Council. He noted that Chief Mohr had twenty – four (24) years firefighter experience. He served as an EMT (Emergency Medical Technician) and worked in fire suppression.

His family raised livestock. Awards for same had been won. His wife, two (2) sons, daughter and parents were present tonight.

John Meekly, President IAFF (International Association of Firefighters) Local 49, addressed the Council. He thanked Mr. Hales for the ability to have an opinion in the hiring process.

The following was presented:

Appointment of Josh Barnett to the Planning Commission.

Mayor Renner introduced Josh Barnett.

The following was presented:

SUBJECT: Council Proceedings of January 26, 2015, Work Session of January 26, 2015 and Citizens Summit of January 20, 2015

RECOMMENDATION/MOTION: Recommend that the reading of the minutes of the previous Council Proceedings of January 26, 2015, Work Session of January 26, 2015, and Citizens Summit of January 20, 2015 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 Council Proceedings of January 26, 2015, Citizens Summit of January 20, 2015 and Work Session of January 26, 2015 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:

Renee Gooderham, Chief Deputy Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Hauman, seconded by Alderman Lower that the reading of the minutes of the previous Council Proceedings of January 26, 2015, Work Session of January 26, 2015, and Citizens Summit of January 20, 2015 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 Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

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.

FINANCIAL IMPACT: Total disbursements to be approved \$4,492,247.82, (Payroll total \$2,294,382.84, Accounts Payable total \$2,197,864.98).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Hauman, seconded by Alderman Lower that the bills and payroll be allowed and 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 Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment to the Bloomington Planning Commission

RECOMMENDATION/MOTION: Recommend that the Appointment be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of Josh Barnett of 55 Brookshire Green, Bloomington, IL 61704, to the Planning Commission. Josh replaces Stan Cain who is ineligible for reappointment due to term limits. His three (3) year term will expire April 30, 2017.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Asst.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Hauman, seconded by Alderman Lower that the Appointment be approved.

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

Ayes: Aldermen Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bid and Contract Award to Allstate Power Vac, Inc., for FY 2015 CCTV Sewer Inspection Contract, Bid #2015-52

RECOMMENDATION/MOTION: Recommend that the bid for FY 2015 CCTV Sewer Inspection Contract be awarded to Allstate Power Vac, Inc., in the amount of \$97,000, and the Mayor and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Work proposed includes CCTV sanitary sewer inspection and heavy and light sewer cleaning in various locations throughout the City. Sewers were selected for televising and cleaning based on information obtained from prior sewer televising work or emergency repairs. Pipes that may impact next year’s street resurfacing program were also included. The proposed package included pay items for sewer televising, cleaning, and miscellaneous pay items and an alternative technology section. Contractors were not required to provide pricing for the additive alternate technology pay items.

The contract allows ninety (90) calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

The Public Works Department’s Engineering Division prepared plans and specifications for the FY 2015 CCTV Sewer Inspection. Five (5) proposals were received. The proposal tabulation is listed below:

Allstate Power Vac, Inc. (Low Proposal)	\$	98,340.00
Visu-Sewer of Illinois, LLC	\$	99,637.50
Tele Scan, Inc.	\$	102,281.25
National Power Rodding Corp.	\$	139,275.50
Hoerr Construction, Inc.	\$	180,265.00 (As Read - \$224,879.60)
<i>Engineer’s Estimate</i>	\$	103,550.00

BUDGET:

Sanitary Sewer	Arcadia Sewer Rehabilitation	\$ 624,000
Sanitary Sewer	Sewer & Manhole Lining Program	\$ 500,000
Sanitary Sewer	Manhole Rehabilitation	\$ 165,000
Sanitary Sewer	Sanitary CCTV Evaluations	+ \$ 408,000
Total Budget		\$ 1,697,000
FY 2015 Sewer Rehabilitation - Awarded on 12/15/14		- \$ 1,600,000

Amount to be Awarded for FY 2015 CCTV Sewer Inspection - \$ 97,000

The Public Works Department staff will work with the contractor to limit the contract costs to the awarded and budgeted amount.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Advertised in The Pantagraph on January 12 and 19, 2015, and a pre-bid meeting was held at 9:30 AM on January 16, 2015, in the Public Works Department Training Room.

FINANCIAL IMPACT: Funds for this expenditure will come from the Sewer-Engineering Services (51101100-70050) FY 2015 Budget. Stakeholders can locate this in the FY 2015 Budget Document titled "Other Funds & Capital Improvement Program" on page 158.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, PE, Project Engineer

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works
Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

AGREEMENT

THIS AGREEMENT, Made and entered into this 9th day of February 2015, by and between, **Allstate Power Vac, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did in January 2015, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2015 CCTV SEWER INSPECTION** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on January 26, 2015, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2015 CCTV SEWER INSPECTION** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2015 CCTV SEWER INSPECTION** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$97,000.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within 90 calendar days of written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to

the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided for, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

ATTEST:

CITY OF BLOOMINGTON

Tracey Covert, City Clerk

Tari Renner, Mayor

WITNESS: _____

CONTRACTOR (Seal)

Motion by Alderman Hauman, seconded by Alderman Lower - that the bid for FY 2015 CCTV Sewer Inspection Contract be awarded to Allstate Power Vac, Inc., in the amount of \$97,000, and the Mayor and City Clerk authorized to execute the necessary documents.

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

**Ayes: Aldermen Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.
Nays: None.**

Motion carried.

The following was presented:

SUBJECT: Supplemental Motor Fuel Tax (MFT) Resolution for Dr. Martin Luther King Jr. Dr. (Oakland to Washington) MFT Section 82-00240-00-PV

RECOMMENDATION/MOTION: Recommend that the Supplemental MFT Section 82-00240-00-PV in the amount of \$30,000 be approved, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

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 2a. Better quality roads and sidewalks.

BACKGROUND: The design of this project was first proposed in the early 80's, over thirty (30) years ago, as an extension of Alexander Rd. The scope included extending Dr. Martin Luther King Jr. Dr. (Alexander Rd.) as a four, (4) lane urban cross section from Oakland Ave. to Washington St.

The Public Works Department is making an effort to reconcile older MFT projects with the Illinois Department of Transportation (IDOT). A recent IDOT audit shows a number of outstanding requirements including the one for this project. While none of the outstanding items are anticipated to be of major concern, multiple resolutions will be needed to finalize the outstanding items.

On February 23, 2004 Council approved a contract for professional services with Lewis, Yockey & Brown, Inc. (LYB) in the amount of \$120,000 for the design of Dr. Martin Luther King Jr. Dr. from Oakland Ave. to Washington St.. On August 8, 2005, Council approved a MFT Resolution appropriating \$120,000 for the project design. On August 25, 2008 Council approved a Change Order to the contract with LYB in the amount of \$30,000.

A MFT Resolution is required to allocate funds for the design contract. The Supplemental MFT Resolution in the amount of \$30,000 was included with the August 25, 2008 Change Order due to administrative oversight.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT, District 5.

FINANCIAL IMPACT: There is no additional financial impact beyond what was previously authorized by Council in approving the contract in 2004 and the change order in 2008.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(MFT RESOLUTION 2015 – 4 ON FILE IN CLERK’S OFFICE.)

Motion by Alderman Hauman, seconded by Alderman Lower that the Supplemental MFT Section 82-00240-00-PV in the amount of \$30,000 be approved, the Mayor and City Clerk 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 Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by John G. Nottoli Land Trust requesting the approval of a Rezoning from M-1, Restricted Manufacturing District to B-2, General Business Service District for property located north of Oakland Ave., west of McClun St., and east of the Constitution Trail

RECOMMENDATION/MOTION: Recommend that the Rezoning be approved and the Ordinance Passed.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy and Objective D, Expanded Retail Businesses.

STRATEGIC PLAN SIGNIFICANCE: Goal 3d. Expand retail businesses.

BACKGROUND: The site subject to the rezoning has frontage and access on the north side of E. Oakland Ave. and the west side of S. McClun St. Over recent decades the site has been used for semi-trailer storage and manufacturing or industrial uses but currently it is vacant. It is void of any structures except fencing and consists of approximately 2.2 acres. The owner intends to construct a new Dollar General retail store, after approval.

There is a mix of land uses adjacent to the subject property including residences, small contractor shops, a cement plant, a cosmetology Institute, a mini-warehouse and Constitution Trail. The site, as well as adjacent sites, there is intense industrial uses within the area then in previous decades. This was especially true when there was an active rail line adjacent to the site serving manufacturing uses. Constitution Trail is in place of the railroad and there are less heavy industrial uses in the area.

The site appears to be more conducive to retail than heavy industrial. The subject property is adjacent to the Constitution Trail to the west and a retail store is more compatible for trail users than many industrial uses allowed by current zoning. The industrial land uses on the west side of the trail are light industrial. The trail's elevation increases as it approach's Oakland creating a sizeable buffer for any new retail business from the industrial uses to the west.

There are three (3) adjacent residential uses to the east which at times might be viewed as incompatible with a B-2 zone as proposed. Those parcels also have a B-2 zoning. A proposed zoning is compared with what an adjacent site is zoned verses the land use are to the potential both sites development. Most B-2 land uses will be less objectionable than the M-1 industrial uses that are allowed now on the site without rezoning. The B-2 zone also already exists for the adjacent parcels to the east, but parcels to the northeast, and the entire east side of McClun St. to Grove St. Thus the B-2 zone is appropriate given what already exists to the east and north.

PLANNING COMMISSION: This case was before the Planning Commission for a public hearing and review on January 14, 2015. Staff explained the rezoning is an extension of the zoning from the east and northeast and the B-2 uses are more suitable for than the industrial uses

allowed in the M-1 zone. Also the adjacent Constitution Trail which slopes upward as it approaches Oakland Ave., will buffer the new retail use from the industrial uses to the west.

The petitioner stated the request is for a good use of the land in relation to the other B-2 zoning. The site would be for a Dollar General store.

Three (3) people from the public spoke stating they had no objection to the rezoning and stated that it makes good sense for the area. They also stated their need for access to the subject site. The petitioner explained that Dollar General has not intended to prohibit access to the site and may even sell part of the land to the adjacent owner. Planning commissioners agreed this would not impact the rezoning, and encouraged the petitioner to coordinate their plans with the neighbors. The Planning Commission voted 7-2 to recommend, 1) the council approve the rezoning and 2) for staff to consider the adjacent business access in the plan review. These recommendations are consistent with staff's position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph Monday, December 29, 2014 in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately ninety-seven (97) property owners within 500 feet. In addition, two public notice/identification signs were posted on the property.

FINANCIAL IMPACT: If the rezoning is approved, there should be an increase in property and sales taxes for the city with the new construction and property improvements.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development
Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MC LEAN COUNTY, ILLINOIS

Now comes John G. Nottoli Land Trust, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of M – 1, Restricted Manufacturing District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the B – 2, General Business Service District, zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from M - 1 to B - 2.

Respectfully submitted,

By: A. Clay Cox

ORDINANCE NO. 2015 - 7**AN ORDINANCE REZONING
OF THE PROPERTY LOCATED AT S. MCCLUN BLOOMINGTON, IL 61701
FROM M – 1, RESTRICTED MANUFACTURING DISTRICT TO B – 2, GENERAL
BUSINESS SERVICE DISTRICT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit “A”; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

NOW THEREFORE BE IT ORDAINED by the City of Bloomington, McLean County, Illinois,

1. That the premises hereinafter described in Exhibit “A” shall be and the same are hereby rezoned from M - 1 District to B - 2 District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 9th day of February, 2015.

APPROVED this 10th day of February, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Tract No. 1: Lot 6 and the South 20 feet of Lot 5 in L. E. and J. B. Holmes Addition to the City of Bloomington, in McLean County, Illinois.

Tract No. 2: Lot 4 and 5 (except the South 20 feet of Lot 5 thereof) and except the North 78 feet of the East 90 feet of said tract, all in L. E. and J. B. Holmes Addition to the City of Bloomington, in McLean County, Illinois.

Tract No. 3: A part of Lot 20 in the Subdivision of South 1/2 of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at Southwest corner of Lot 20; thence East along North line of Oakland Avenue formerly Clay Street 138.06 feet; thence North 323.25 feet more or less to L. E. and J. B. Holmes Addition to the City of Bloomington; thence West 135.5 feet; thence South 321.7 feet more or less to a point of beginning, in McLean County, Illinois.

Tract No. 4: A part of the Southwest 1/4 of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois more particularly described as follows: Beginning at the Southwest corner of Lot 4 in L. E. and J. B. Holmes Addition to the City of Bloomington, and which point is also on the West line of Lot 20 in the Subdivision of the South 1/2 of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian. From said point of beginning, thence South 241.07 feet along the West line of said Lot 20, thence West 72.25 feet along a line which forms a right angle, with the last described course, thence Northeast 46.64 feet along a line which forms an angle to the left of 81 degrees 12 minutes from the last described course, thence Northeast 50 feet along South line which forms an angle to the left of 178 degrees 57 minutes with the last described course, thence Northeast 66 feet along a line which forms an angle to the left of 175 degrees 23 minutes with the last described course, thence Northeast 66 feet along a line which forms an angle to the left of 177 degrees 59 minutes with the last described course, thence Northeast 20 feet along a line which forms an angle to the left of 180 degrees 56 minutes with the last described course, thence East 15.9 feet along South line which forms an angle to the left of 102 degrees 53 minutes with the last described course to the point of beginning, EXCEPTING THEREFROM that part conveyed to the City of Bloomington in Warranty Deed recorded July 14, 2009-22476 in McLean County, Illinois.

Tract No. 5: Certain property forming a portion of the right of way of the Illinois Central Gulf Railroad Company's abandoned Amboy District said property situated in the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, at Bloomington, in McLean County, Illinois, described as follows: From the Southeast corner of Lot 16 in Parker's Addition to the City of Bloomington, said point situated in the West line of McClun Street, run Southerly along said West line, 50 feet to a point; thence Westerly along a line forming an angle to the right of 110 degrees 58 minutes with the Southerly extension of the last described course, a distance of 219.81 feet to a point in the Southerly extension of the West line of said Lot 16, thence Southerly along said West line of Lot 16 extended, 49.06 feet to a corner of that along said West line of Lot 16 extended, 49.06 feet to a corner of that 2.55 acre tract of land conveyed by Grantor to Modahl & Scott, Inc. by Deed dated April 15, 1974, being

the point of beginning, thence Westerly at a right angle to the last described course 65.0 feet to a property corner; thence Southerly at a right angle to the last described course, 50.0 feet to a property corner; thence Westerly at a right angle to last described course, 83.59 feet to property corner, said point being in the East line of that 1.79 acre tract of land conveyed by Grantor in J. Finfrock by Deed dated March 31, 1986, thence Southerly along the East line of said "Finfrock" tract, and along the East line of that 2.26 acre tract of land conveyed by Grantor to the Schwulst Building Center, Inc. by Deed dated February 28, 1986, passing the Southeast corner of said "Finfrock" tract at 49.06 feet, a total distance of 419 feet more or less to a point in the West line of that 0.24 acre tract of land conveyed to the State Farm Mutual Automobile Insurance Company April 7, 1997, thence Northeasterly along the aforesaid West line of the 0.24 acre "State Farm" tract, 150 feet more or less to a Northwest corner thereof in the Westerly extension of the North line of Lot 5 in Holmes Addition, thence Easterly along said North line of Lot 5, extended, 25 feet more or less to the Northeast corner of said 0.24 acre tract, being Grantor's property corner, thence Northeasterly in a straight line 260 feet more or less to Grantor's property corner in the aforesaid Southerly extension of the West line of Lot 16 in Parker's Addition, thence Northerly along said West line of Lot 16 extended 50 feet more or less to return to the point of beginning, except all coal, oil, gas and other minerals together with the right to mine and remove the same, also except the following: That part of the Illinois Central Gulf Railroad Company's right of way situated in the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 16 in Parker's Addition to the City of Bloomington, thence South 01 degrees 16 minutes 53 seconds East 99.06 feet on the Southerly extension of the West line of the said Lot 16 to the True Point of Beginning, said point being a corner of land conveyed to Modahl and Scott, Inc. by Deed and plat recorded as Document Number 74-8918; thence South 88 degrees 43 minutes 07 seconds West 65.0 feet, thence South 01 degrees 16 minutes 53 seconds East 50.00 feet, thence South 88 degrees 43 minutes 07 seconds West 83.59 feet to the East line of a tract conveyed to J. Finfrock by Deed recorded as Document Number 86-4669, thence South 01 degrees 08 minutes 53 seconds West 113.94 feet on the East line of said Finfrock tract and the East line of a tract of land conveyed to Schwulst Building Center, Inc. by Deed recorded as Document Number 86-5112 to the Westerly extension of the South line of Lot 1 in L. E. & J. B. Holmes Addition to the City of Bloomington; thence South 86 degrees 57 minutes 35 seconds East 106.39 feet on the Westerly extension of the South line of the said Lot 1 to the Southwest corner of the said Lot 1, thence North 15 degrees 12 minutes 17 seconds East 150.69 feet on the West line of the said Lot 1 and on the Northerly extension of the West line of the said Lot 1 to the point of intersection with the Southerly extension of the West line of the said Lot 16 in Parker's Addition, thence North 01 degrees 16 minutes 53 seconds West 27.46 feet on the Southerly extension of the West line of the said Lot 16 to the point of beginning, and all being situated in the City of Bloomington, in McLean County, Illinois.

PIN 21 - 03 - 352 - 039

Motion by Alderman Hauman, seconded by Alderman Lower that the Rezoning be approved and the Ordinance Passed.

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

Ayes: Aldermen Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve a Budget Amendment in the FY 2015 Police Department Budget for purchase of Police Marked Patrol Vehicle

RECOMMENDATION: Recommend that the Budget Amendment Ordinance be passed and purchase of one (1) 2015 Police Pursuit Vehicle using the State of Illinois Joint Purchasing Contract number 4017160 2015 from Morrow Brothers Ford, Greenfield, IL in the amount of \$29,940 be approved and the Procurement Manager authorized to issue a Purchase order.

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

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

BACKGROUND: The Police Department had a 2011 Chevrolet Impala that was involved in an accident on January 7, 2015. It was declared a total loss by an independent appraiser used by the City's insurance provider. Staff is requesting that it be replaced with a 2015 Ford Police Pursuit Vehicle. The Police Equipment (Light bars, Radios, Console and Controller, Speaker, and any other equipment) will be transferred from the old unit to the new one. The totaled unit will be retained by the City and salvaged for parts for the remaining Impalas in the Fleet.

The Police Department utilizes patrol vehicles twenty-four (24) hours a day. We currently have twenty - five (25) black and white patrol cars in operation that need to be made available at a moment's notice in the event of an emergency.

There are on average nine (9) to eleven (11) officers working per shift, three (3) shifts per day, seven (7) days a week. Each officer drives a patrol car by himself/herself. In order to preserve the mechanical integrity of the patrol car, the goal is to have it on active duty no more than sixteen (16) hours a day. During a twenty-four (24) hour timeframe there is potential to have up to twenty-two (22) different patrol cars in operation. In addition to these shifts, we have officers working additional jobs where outside entities hire back officers to provide security. These events more often than not require the use of a black and white patrol car. On weekends, we also have additional officers who require the use of black and white patrol cars to patrol the downtown area which, depending on the day, requires two (2) to three (3) patrol cars. On numerous occasions this practice unfortunately has not been followed as there may be an equipment malfunction with the patrol car which requires cars to be taken out of service. Right now, there are (2) patrol cars that are not in service due to required warranty work. When this happens the patrol car is taken out of service for an unknown amount of time depending on the

needed repair and the dealership work load. This in turn taxes the other patrol cars by increasing the amount of time they are used.

The patrol cars that are scheduled for regular maintenance now have to have maintenance deferred. There are times when a patrol car is taken out of service for a small repair order. While the garage is very good about returning the car to service as soon as possible, it is one (1) or more fewer cars that are available to the patrol officers to use and at the same time following the guideline.

According to the City Code, Chapter 16: Section 52: Emergency Purchases; In the case of the occurrence of any breakage or loss of equipment, or in other circumstances which could not reasonably be anticipated, whereby any necessary regular service of the City is, or is about to be, interrupted or whereby the City will suffer any great or continuing loss, the City Manager, upon the request of the department head, may negotiate an emergency purchase to restore or maintain such service or to terminate such loss, without advertising for bids and in such amount as may be necessary in the circumstances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The City received \$8,825.00 from Alternative Services Concept (A.S.C.) for the totaled unit which will offset a portion of the vehicle cost. This was recorded in Police-Property Damage Claims (10015110-57420). The replacement unit will cost \$29,940.00 and will be purchased from Police-Capital Outlay Licensed Vehicles (10015110-72130).

Respectfully submitted for Council consideration.

Prepared by: Stephen Sicinski, Police Department

Reviewed by: Kenneth Bays, Assistant Chief of Police

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2015 – 8

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; and

WHEREAS, 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 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 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 2014 - 35.

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

PASSED the 9th day of February, 2015.

APPROVED the 10th day of February, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Hauman, seconded by Alderman Lower that the Budget Amendment Ordinance be passed and purchase of one (1) 2015 Police Pursuit Vehicle using the State of Illinois Joint Purchasing Contract number 4017160 2015 from Morrow Brothers Ford, Greenfield, IL in the amount of \$29,940 be approved and the Procurement Manager authorized to issue a Purchase order.

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

Ayes: Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinance to Allow Consumption of Alcohol at Davis Lodge on April 25, 2015

RECOMMENDATION/MOTION: That the Ordinance be passed.

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 Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Patricia O'Neill and Kristi Soule to allow moderate consumption of alcohol at their April 25, 2015, wedding reception to be held at the Davis Lodge. 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 Renee Gooderham, Chief Deputy Clerk.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and requested the requestor address this request. Patricia O'Neill addressed the Commission. The wedding ceremony and reception would be held at the Davis Lodge on April 25, 2015. It would start around 4:00 p.m. and end at 12:00 a.m. (Midnight). She anticipated approximately 125 guests. The Bistro, located at 316 N. Main St., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Patricia O'Neill and Kristi Soule to allow moderate consumption of alcohol at the Davis Lodge for their April 25, 2015 wedding reception be approved.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's February 9, 2015 Consent Agenda. He encouraged them to attend same.

There being no further business before the Commission, the meeting recessed at 4:12 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the January 13, 2015 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.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

Brett Lueschen, Interim Water Director
George D. Boyle, Asst. Corporation Counsel

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2015 - 9**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE (LOCATION)**

WHEREAS, Patricia O'Neill and Kristi Soule are planning to hold their wedding reception at the Davis Lodge from 4:00 p.m. to 12:00 a.m. (Midnight) on April 25, 2015; and

WHEREAS, Patricia O'Neill and Kristi Soule have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Davis Lodge on April 25, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 9th day of February, 2015

APPROVED this 10th day of February, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Hauman, seconded by Alderman Lower that the Ordinance be passed.

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

Ayes: Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Marplayaa, Inc., d/b/a Windy City Wieners, located at 116 W. Washington St., requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: Recommend that an RBS liquor license for Marplayaa, Inc., d/b/a Windy City Wieners, located at 116 W. Washington St., be created, contingent upon compliance with all building, zoning, 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 order to hear the request of Marplayaa, Inc., d/b/a Windy City Wieners, located at 116 W. Washington St., requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on 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 Renee Gooderham, Chief Deputy Clerk and Adam Elpayaa and Steven Manifjeren owners and applicant representatives.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and requested that the applicant representatives address this request. Adam Elpayaa and Steven Manifjeren owners and Applicant representatives addressed the Commission.

Mr. Elpayaa stated that Windy City Wieners operated a restaurant at 106 E Beaufort St. Normal, IL. They had been operating the Bloomington location for one (1) year. He noted that the customer base was different from the Town of Normal. They wanted the ability to serve beer with a meal. Alcohol service would end at 10:00 p.m. including Friday and Saturday. They did not want to be a tavern.

Commissioner Tompkins questioned BASSET (Beverage Alcohol Sellers and Servers Education). Mr. Elpayaa and Mr. Manifjern responded negatively. They stated the training would be completed.

Commissioner Jordan questioned the plan for the patio area. Commissioner Renner noted that he had spoken with Janet Lancaster, owner, The Bistro, located at 316 N. Main St., and president of the Downtown Bar Association. There was concern with serving alcohol until midnight on the patio. Mr. Manifjern stated that drinking alcohol outside would not be permitted. He reminded the Commission that alcohol service would end at 10:00 p.m.

Commissioner Tompkins questioned encroaching on public space. He reminded the Commission that outdoor alcohol service space must be defined and approved.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a Marplayaa, Inc., d/b/a Windy City Wieners, located at 116 W. Washington St., be approved contingent upon compliance with all health safety codes.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's February 9, 2015 Consent Agenda. He encouraged them to attend same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on January 5, 2015 in accordance with City Code. In accordance with City Code, approximately one hundred eighteen (118) courtesy copies of the Public Notice were mailed on December 29, 2014. In addition, the Agenda for the January 13, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a listserv feature for the Liquor Commission.

FINANCIAL IMPACT: The City will collect the annual license fee of \$1110, plus appropriate taxes.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by: George D. Boyle, Asst. Corporation Counsel

Recommended by

Tari Renner
Mayor

Motion by Alderman Hauman, seconded by Alderman Lower that an RBS liquor license for Marplayaa, Inc., d/b/a Windy City Wieners, located at 116 W. Washington St., be created, contingent upon compliance with all building, zoning, health, and safety codes.

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

Ayes: Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 20, Section 180 of the City Code Pertaining to Parking

RECOMMENDATION/MOTION: Recommend that The Amendments to Chapter 29 of the City Code be adopted.

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 existing City Code provisions provide for limited free parking within the Major Butler Parking Lot and the Pepsi Ice Center Garage. A fee for parking, however, is routinely charged for events held at the U.S. Cellular Coliseum in accordance with various contracts and practices which constitutes City parking revenue. To prevent the requirement for obtaining special event permits for each event at the Coliseum, City staff is proposing a text amendment to the Parking Code that clarifies parking fees may be charged for events related to the Coliseum.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE 2015 - 10**AN ORDINANCE AMENDING THE CITY'S PROVISIONS ON MOTOR VEHICLES
& TRAFFIC FOR THE CITY OF BLOOMINGTON****BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:**

SECTION 1. That Chapter 29, Article XXI, Section 180 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

- (a) Parking rates for parking in off-street parking lots and garages operated by parking devices shall be as follows:
 - (3) Major Butler Parking Lot. Except when events are held at the U.S. Cellular Coliseum for time periods in accordance with contracts or policies related to the Coliseum, Pparking is free; however, no vehicles shall be allowed to park for more than two (2) hours in any designated public parking space. Each designated public parking space is independent of the other.
 - (4) Pepsi Ice Center Parking Garage: \$50.00 per space per month. Except when events are held at the U.S. Cellular Coliseum for time periods in accordance with contracts or policies related to the Coliseum, ~~T~~the first and second levels shall be free; however, no vehicle shall be allowed to park more than four (4) hours per day in such facility. Vehicles exceeding the four (4) hour daily limit shall be fined in the amount provided under Section 187 of this Article for each additional four (4) hour period, or part thereof, the vehicle is parking in excess of the initial time of any subsequent four (4) hour period. No vehicle may be parked in the free portion of the Pepsi Ice Center Parking Garage more than one time during the same day, regardless of whether the vehicle occupied the same or another space in that portion of the parking garage and regardless of whether the vehicle was parked for the full amount of time allowed by this ordinance.

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

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

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

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

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

PASSED this 9th day of February, 2015.

APPROVED this 10th day of February, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Hauman, seconded by Alderman Lower that The Amendments to Chapter 29 of the City Code be adopted.

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

Ayes: Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Illinois Wesleyan University for Approval of Sanitary and Storm Sewer Easement Dedications in a Part of Blocks 6 in Phoenix Addition and a part of Block 5 in the Resurvey of Blocks 4, 5, 7, and 11 Phoenix Addition

RECOMMENDATION/MOTION: Recommend that the Dedications be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Illinois Wesleyan University is constructing an addition to the east of the existing Shirk Center at 302 E. Emerson St. The addition extends into their existing parking lot across the top of an existing sanitary sewer owned by the City. As part of the building expansion, Illinois Wesleyan University is relocating the sanitary sewer away from the proposed expansion.

During the planning process for this expansion, it was discovered that formal recorded easements do not currently exist for both the City storm and sanitary sewers through this property. The subject plats formally dedicate easements for the post-expansion location of the storm and sanitary sewers. The proposed easements allow the City to maintain the sewers through the University's property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Wesleyan University

FINANCIAL IMPACT: None. All survey, plat and recording costs are paid by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony J Meizelis, P.E., Civil Engineer I

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**PETITION FOR DEDICATION OF
SANITARY AND STORM SEWER EASEMENTS**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes Illinois Wesleyan University, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as Owner in the premises hereinafter described in Exhibits A and B attached hereto and made a part hereof by this reference;
2. That your Petitioner(s) seek(s) approval of the dedication of storm and sanitary sewer easements over said premises;

WHEREFORE, your Petitioner(s) pray(s) that the storm and sanitary sewer easements be dedicated with such reservation of utility easements as may seem proper.

Respectfully submitted,

Illinois Wesleyan University,

By: Todd E. Bugg, its attorney

ORDINANCE NO. 2015 - 11

**AN ORDINANCE PROVIDING FOR THE DEDICATION OF
STORM AND SANITARY SEWER EASEMENTS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the dedication of Storm and Sanitary Sewer Easements; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said Storm and Sanitary Sewer Easements as requested in this case.

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

1. That the Storm and Sanitary Sewer Easements as shown more fully on Exhibits A and B are is hereby dedicated.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 9th day of February, 2015.

APPROVED this 10th day of February, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Tract 1:

A part of Block 6 in Phoenix Addition to the City of Bloomington, McLean County, Illinois being a strip of land 20 feet in width lying 10 feet on each side of the following described centerline: Commencing at the Northeast Corner of Lot 1 in said Block 6, thence west 325.30 feet along the South Line of vacated Kelsey Street to the Point of Beginning. From said Point of Beginning, thence southwest 112.20 feet along a line which forms an angle to the right of 146°-17'-25" with said South Line; thence south 123.95 feet along a line which forms an angle to the right of 124°-12'-51" with the last described course; thence southwest 166.83 feet along a line which forms an angle to the right of 215°-42'-54" with the last described course to a Point of Terminus on the North Line of Emerson Street lying approximately 515 feet west of the Southeast Corner of Lot 20 in said Block 6. Sides of said easement to terminate at the South Line of vacated Kelsey Street and the North Line of Emerson Street.

Part of 14-33-404-021

Tract 2:

A part of Block 5 in the Resurvey of Blocks 4, 5, 7, and 11 Phoenix Addition to the City of Bloomington, McLean County, Illinois being a strip of land 20 feet in width lying 10 feet on each side of the following described centerline: Commencing at the Southeast Corner of Lot 20 in said Block 5, thence west 258.94 feet along the South Line of said Block 5, also being the North Line of vacated Kelsey Street to the Point of Beginning. From said Point of Beginning, thence northeast 182.84 feet along a line which forms an angle to the right of 47°-41'-43" with the last described course to a Point of Terminus on the Southwest Right-of-Way Line of the Bloomington and Normal Water Reclamation District property, being the Main Branch of Sugar Creek.

Part of 14-33-402-017

Exhibit B**GRANT OF PERMANENT EASEMENT**

ILLINOIS WESLEYAN UNIVERSITY, hereinafter called "Grantor," for an in consideration of the sum of One and 00/100 Dollar (\$1.00) and for other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby convey and grant to THE CITY OF BLOOMINGTON, Illinois, a municipal corporation of the County of McLean, State of Illinois, hereinafter called "Grantee," all of the described property in Exhibit "A" attached hereto and incorporated herein by reference, for right-of-way purposes, together with the right to install, maintain, and renew any and all storm sewers thereon.

The Grantee agrees that it will cause all work performed by the Grantor on said tract of land to be done carefully so as to cause as little damage as possible to the premises of the

Grantor and that it will cause said premises to be restored as nearly as possible to their original condition after the completion of necessary construction performed by the Grantee.

The Grantee agrees that it will save, protect, and keep harmless the Grantor, the said easement and the remainder of the Grantor's adjacent lands from any liens of any kind for either work or materials used or employed in all work performed and by the grantee on said tract of land.

The Grantee agrees that when construction work performed by the grantee is finished, it will cause all unused materials, machinery, equipment, or debris to be removed from said premises.

The Grantee agrees to indemnify and hold harmless Grantor from any and all claims for personal injury or property damage including any costs and attorney's fees arising from construction, maintenance or use of the easement.

The Grantor may keep and maintain light pole on the real property subject to this Easement. If sewer work allowed under this Easement requires the removal or relocation of the light poles, Grantor will bear the costs of removal and reinstallation.

The Grantor specifically reserves unto itself the fee simple title to the real property described above subject only to the easement described herein. This easement may not be assigned or transferred by Grantee.

The grant of easement herein shall terminate upon:

1. a failure of Grantee to comply with any term or condition of this grant, or
2. non-use of the easement herein granted for the purpose state for a consecutive two-year period, or
3. an abandonment of the easement, such termination to become effective upon date of notice thereof from Grantor to Grantee,

This Grant of Easement is made and executed pursuant to a resolution of the Board of Trustees of Illinois Wesleyan University duly adopted at its regular meeting on the ___ day of _____, 201__.

In witness whereof, Illinois Wesleyan University has caused its corporate seal to be hereto affixed and has caused this Grant of Easement to be signed by its authorized representative this ___ day of _____, 201__.

Illinois Wesleyan University, Grantor

Motion by Alderman Hauman, seconded by Alderman Lower that the Dedications be approved and the Ordinances passed.

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

Ayes: Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Acceptance of Application to the Illinois Department of Commerce for the U.S. Cellular Coliseum Energy Evaluation and Retro-Commissioning Project

RECOMMENDATION/MOTION: Recommend that the Application to U.S. Cellular Coliseum for Energy Evaluation and Retro-Commissioning Project approved, and the Mayor and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services and 2. Upgrade City Infrastructure & Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner, 1e. Partnering with others for the most cost effective service delivery and 2 d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: In December 2014, Central Illinois Arena Management staff contacted the Smart Energy Design Assistance Center (SEDAC) regarding the Public Sector Retro-Commission Program. SEDAC manages this program to assist public sector facilities in identifying low-cost to no-cost energy saving improvements that will have an estimated payback period of 1.5 years or less. Funding for the evaluation and administrative portions of the program is provided through the Department of Commerce and Economic Opportunity (DCEO). Funding for the improvements recommended by the evaluation is entirely the facility owner's responsibility. These improvements must be completed within ten (10) months of the evaluation or by March 31, 2016, whichever date arrives first. A copy of the completed program application is attached. Additional program information from Jim McNally, the professional who will perform the evaluation, is also attached. In 2012, this same program was used to perform a Retro-Commissioning project at the Police Department. Installation of occupancy sensors and building automation system improvements were the major recommended improvements implemented.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Smart Energy Design Assistance Center (SEDAC), 360 Energy Group, McNally Engineer, Ltd.

FINANCIAL IMPACT: Initial costs involve staff time to assist with the evaluation. Most of the financial impact related to this project will be determined by the results of the evaluation. The Retro-Commissioning Application requires that at least \$10,000 worth of recommended improvements be implemented within ten (10) months of the evaluation or by March 31, 2016. There is also a financial consequence if the recommended improvements are not completed. As shown on the attached correspondence from Robert Irmiger of the 360 Group, the City will be

required to pay for the evaluation costs if the recommended improvements are not performed. The approximate cost for the evaluation is \$30,000 to \$65,000. Implementation of at least \$10,000 of recommended improvements is preferred. Some of the proposed improvements may take place even if this Retro-Commissioning program is not pursued. The FY 2016 Proposed Budget includes \$200,000 for Maintenance and \$50,000 for Building Automation System Improvements at the Coliseum.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, P.E., Facilities Manager
Jim Appio, U.S. Coliseum Asst. General
Manager-Operations

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Lower questioned local services and savings. He questioned the amount of savings. He recommended laying the item over until after approval of the FY16 Budget. He requested a new business model for the USCC (U.S. Cellular Coliseum).

Alderman Black questioned timeline. David Hales, City Manager, addressed the Council. He clarified that funding was from electrical companies. The Police Department building had completed same. The requirement was to identify \$10,000 - \$15,000. The study would be contracted and identify energy efficiencies.

Alderman Fruin noted that he was involved in a similar study with another organization. He believed same was beneficial.

Alderman Schmidt questioned outreach. Mr. Hales noted that CIAM (Central Illinois Area Management) continued to seek lower cost options. The City was required to approve same as building owners.

Alderman Lower cited concerns with SEDAC (Smart Energy Design Assistance Center) requirements and timeline. Mr. Hales explained the \$10,000 minimum expenditure requirement.

Motion by Alderman Lower, seconded by Alderman Stearns that the USCC Energy Evaluation be laid over until after approval of the FY16 Budget.

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

Ayes: Aldermen Schmidt, Stearns and Lower.

Nays: Aldermen Sage, Black, Hauman, Fruin and Mayor Renner.

Motion failed.

Alderman Stearns questioned Police Department savings percentage. Mr. Hales stated the utility bills would be reviewed for same. Alderman Stearns questioned USCC utility costs. Mr. Hales noted that same were included in the Bill and Payroll report.

Alderman Black noted that the West Side Budget Discussion held on January 27, 2015 citizens wanted efficient ways to conduct business even when those were small cost savings.

Motion by Alderman Sage, seconded by Alderman Hauman that the U.S. Cellular Coliseum Energy Evaluation 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 Schmidt, Painter, Hauman, Sage, Black and Fruin.

Nays: Aldermen Stearns and Lower.

Motion carried.

The following was presented:

SUBJECT: Revision of October 25, 2004 IMRF Resolution 2004-88; Resolution to Include Compensation Directed Into a Retirement Health Savings Plan (RHS) as IMRF (Illinois Municipal Retirement Fund) Earnings

RECOMMENDATION/MOTION: Recommend Approval of the Revised Resolution to Exclude Certain Compensation Directed into a Retirement Health Savings Plan (RHS) as IMRF (Illinois Municipal Retirement Fund) Earnings be approved, and the Mayor and City Clerk authorized to execute the necessary documents and the Resolution adopted.

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

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

BACKGROUND: An IMRF audit of administrative practices was conducted in spring of 2014. During that audit, IMRF noted (see attached audit section) that a previous Resolution 2004-88 adopted on October 25, 2004 by the Council requires updating to match the City's ongoing practice of excluding monthly sick leave payments from IMRF earnings. The monthly contributions were never intended by the City to be considered as IMRF earnings and have never been reported to IMRF as earnings. This is permissible under IMRF regulations. Sick leave paid into the RHS plan upon a qualifying employee's retirement will continue to be considered IMRF earnings and is not affected by this revision to the 2004 resolution.

The monthly contributions of sick leave have never been reported as earnings to IMRF. There will be no change to the City's pension liability with the adoption of the recommended revised resolution. Adopting this resolution will result in IMRF resolution records matching the City's practice.

Payments earned by some employees, are deposited to employees' RHS accounts. IMRF requested that a revision to the resolution be passed and submitted to them which clearly states that the monthly contributions of sick leave to RHS accounts are not to be considered as IMRF earnings.

The original resolution did not address the monthly contributions. Monthly contributions began July 2005. The section of the IMRF audit report requesting this revision is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, Compensation and Benefit Manager

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

Legal review by: Emily Reid-Peterson, Sorling Northrup
Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2015 - 5**Resolution to Exclude Certain Compensation Directed Into a Retirement Health Savings Plan as IMRF Earnings**
IMRF I.D. Number: 3327

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund may or may not include certain forms of compensation directed into a Retirement Health Savings Plan; and

WHEREAS, the governing body of an IMRF participating unit of government may elect to include or exclude in IMRF earnings compensation directed into a Retirement Health Savings Plan; and

WHEREAS, the City Council of the City of Bloomington is authorized to include or exclude compensation directed into a Retirement Health Savings Plan as earning reportable to IMRF;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Bloomington does hereby elect to **EXCLUDE** from earnings reportable to IMRF the compensation directed into a Retirement Health Savings Plan which is contributed to certain employees **ON A MONTHLY BASIS**. These payments are not now and never have been reported to IMRF as earnings.

CERTIFICATION

I, Tracey Covert, the City Clerk of the City of Bloomington of the County of Mclean, State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its City Council at a meeting duly convened and health on the 9th day of February, 2015.

SEAL

Tracey Covert, City Clerk

Alderman Painter questioned purpose. Jeff Jurgens, Corporation Counsel, addressed the Council. He explained that same was to codify a City business practice. He explained how sick leave monthly payouts were treated from IMRF (Illinois Municipal Retirement Fund) purposes. An employee reaches the maximum 960 sick hours, usually after eleven (11) years. Half (½) the monthly sick leave accrued, after same, was deposited into a retirement health savings. The City was not required to pay thirteen percent (13%) on same.

Alderman Painter requested striking the second (2nd) Now Therefore Be It Resolved.

Motion by Alderman Painter, seconded by Alderman Black approval of the Revised Resolution to Exclude Certain Compensation Directed into a Retirement Health Savings Plan (RHS) as IMRF (Illinois Municipal Retirement Fund) Earnings as amended be approved, and the Mayor and City Clerk 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 Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Big Cheese, Inc., d/b/a Flingers Pizza Pub, located at 1503 E. Vernon Ave., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That an RAS liquor license for Big Cheese, Inc., d/b/a Flingers Pizza Pub, located at 1503 E. Vernon Ave., be created, contingent upon compliance with all applicable building, zoning, 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 order to hear the request of Big Cheese, Inc, d/b/a Flingers Pizza Pub, located at 1503 E. Vernon Ave., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Renee Gooderham, Chief Deputy Clerk and Patrick Fruin owner/operator and Applicant representative.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and requested the Applicant representatives address this request. Patrick Fruin, owner/operator and Applicant representative addressed the Commission. Mr. Fruin noted he previously owned/operated Flingers Pizza Co. at 608 N. Main St. from 2007 to 2013. The lease for the location was not renewed. The new building was 2800 sq. ft. and had a patio. His menu would remain the same.

Commissioner Jordan questioned BASSET (Beverage Alcohol Sellers and Servers Education) certification. Mr. Fruin stated he was currently certified and all employees would be soon.

Commissioner Jordan questioned seating capacity. Mr. Fruin stated approximately 100 – 120. He wanted to offer family dining. He noted that the floor plan was being redrawn. The original architect would not release the drawings. George Boyle, Asst. Corporation Counsel, addressed the Commission. He noted that the floor plan defined the premise, i.e. serving area for alcohol.

Commissioner Jordan questioned video gaming devices. Mr. Fruin explained that he was reviewing similar concepts. He would lose eight (8) seats. A cost benefit analysis would be reviewed.

Mr. Boyle noted that Lard Lad Donuts, LLC was listed on the insurance letter. Mr. Fruin explained that he was owner Lard Lad Donuts, LLC which owned the building. Lard Lad would rent the building to Big Cheese, Inc.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a RAS liquor license for Big Cheese, Inc, d/b/a Flingers Pizza Pub, located at 1503 E. Vernon Ave., be approved contingent upon: 1.)correct liquor liability insurance; 2.)floor plan submittal; and 3.)compliance with all health safety codes.

Motion carried, (viva voce).

Commissioner Renner informed Mr. Fruin that Staff would review the floor plan. If there were issues with same the application would be returned to the Liquor Commission. Commissioner Renner noted that this item would appear on the Council's February 9, 2015 meeting agenda. He encouraged Mr. Fruin to attend same.

There being no further business before the Commission, the meeting recessed at 4:21 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on January 5, 2015 in accordance with City Code. In accordance with City Code, approximately sixty –two (62) courtesy copies of the Public Notice were mailed on December 29, 2014. In addition, the Agenda for the January 13, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a listserve feature for the Liquor Commission.

FINANCIAL IMPACT: The City will collect the annual license fee of \$1760, plus appropriate taxes.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: George Boyle, Assistant Corporation Counsel

Recommended by:

Tari Renner
Mayor

Alderman Fruin left the dias at 7:30 p.m.

Motion by Alderman Schmidt, seconded by Alderman Black that an RAS liquor license for Big Cheese, Inc., d/b/a Flingers Pizza Pub, located at 1503 E. Vernon Ave., be created, contingent upon compliance with all building, zoning, health, and safety codes.

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

Ayes: Schmidt, Painter, Lower, Hauman, Sage, Black and Stearns.

Nays: None.

Motion carried.

Alderman Fruin returned at 7:40 p.m.

The following was presented:

SUBJECT: Waive the Formal Bid Process and Approve Professional Services Agreement with F.B. Leopold, Inc. of Zelienople, Pennsylvania, a proprietary filter underdrain manufacturer, for the retrofit of two filters (#14 and #15) at the Water Treatment Plant

RECOMMENDATION/MOTION: Recommend that the Formal Bid Process be waived and the Professional Services Agreement with F.B. Leopold, Inc. of Zelienople, Pennsylvania in the amount of \$370,760 be approved, and the Mayor and City Clerk 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: The Water Department has encountered a failure in the underdrains of two (2) of its conventional, rapid rate gravity filters. Repairs require moving forward on filters #14 and #15 to restore the water plant. These filters will be retrofit with proprietary gravel-less underdrains, provisions for a new air scour backwash system, demolition of the existing underdrain system, installation of the new gravel-less underdrain system, replacement of filter media and incidental construction related to the filter retrofit.

The clay underdrain in filter #15, in the new section of the Water Treatment Plant, failed. The underdrain is the portion of the filter upon which the supporting gravel of various sizes and the filter sand is placed. The underdrain system supports this filter media and acts as the collection point of the filtered water. Once it passes through the filtering layers of sand and the support gravel (see attached diagrams). This provides for a short circuit in the filtering process and the water to be filtered will take the path of least resistance and moving through the filter media in a quicker fashion than other parts of the filter resulting in less efficiently filtered or in essence not filtered at all. This can lead to higher cloudiness in the treated water (turbidity) and other possible water quality problems.

An underdrain failure can generally only be determined by removing all the media from the filter and physically inspecting the underdrain. This activity removes the filter from service for several weeks, is costly and time consuming. This has been done for filter #15 and it has been confirmed that there is a failed portion in same. Much like an underground coal mine collapsing and causing a sink hole on the ground surface, a failed underdrain collapses downward and the filter media on top of the underdrain collapses into the filter underdrain causing the uniform layers of the filter media to become mixed and essentially a small sink hole forms on top of the filter. Filter #15, with two halves or "cells", is capable of filtering a total two (2) million gallons per day. This filter is currently out of service until it is retrofitted with the new underdrain system. If the City encounters peak pumpage while this filter is out of service, the Water Treatment Plant would be hampered in its ability to meet peak demands.

The improvement of the rapid rate filters at the Water Treatment Plant has been cite in the September, 2007 Water Plant Master Plan. The plan was to coincide with the construction of the filter expansion at the WTP. That work is budgeted to occur this year, in FY 15.

AECOM, Inc. was retained to design the new underdrain system for the new portion of the WTP. This has been completed. During that time, the Water Department completed its routine annual removal, regeneration and replacement of the Granular Activated Carbon (GAC) layer in about one third (1/3) of the filters.

Filter #14 during the annual December, 2013 maintenance procedure exhibited the same characteristics as filter #15. After the media was removed from same, it was determined that the same retrofit as filter #15 to be fully functional.

The same design will be used in the other filters in the new portion of the WTP as they are upgrade in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The filter expansion project was included in the Water Department's capital FY 2015 budget in the amount of \$1,500,000. The expansion project will be deferred to the next fiscal year. Staff proposes that the underdrain replacement project be paid from the funds that were originally budgeted for the filter expansion project. This will be paid out of Water Purification-Water Plant Construction (50100130-72590). Stakeholders can find this in the FY 2015 Budget book titled "Other Funds & Capital Improvement Program" on page 143.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

David Hales, City Manager, addressed the Council. He noted that the filter replacement was one of many.

Rick Twait, Supt. Water Purification, addressed the Council. The Water Treatment Plant (WTP) was located at Lake Bloomington, Hudson, IL. Water was taken from same and Lake Evergreen routed through transmission mains to distribution systems. The furthest distribution system was fifteen (15) miles from the WTP. The Villages of Hudson, Towanda, Bloomington Township, Crestwick, major factories and hospital were served by same. He noted that the original 1929 WTP was used still in use.

He explained the water treatment process: 1.) particle removal; 2.) lime softening; 3.) filtration; and 4.) disinfection. Filtration levels were: 1.) GAC (granular activated carbon); 2.) fine layer of filter sand, resting on top of support gravel. A systems status board was being developed. He explained the clarifier filter process. He noted after the clarifier process water was sent to clay underdrain filters in the new WTP section. He stated there were failures with some clay underdrain filters. Brett Lueschen, Interim Water Director provided Council with actual clay underdrain filters and the replacement.

Mr. Twait noted that the Master Plan recommends replacement of all clay filters. There was urgency with these to restore the filtering system to full capacity. The retrofit would be gravel-less underdrains. The system would allow for the addition of GAC, assisting with water taste and odor. He explained clay filter replacement would be in the 1987 WTP section. There were six (6) filters each has two (2) bases.

Alderman Sage questioned proprietary item. Mr. Twait stated that other companies make stainless steel filters. These were plastic construction. F.B. Leopold, Inc., had provided previous filters. Using same retrofit would be easy.

Alderman Lower questioned future replacement. Mr. Twait noted that the new filters had a life expectancy of thirty to forty (30 – 40) years.

Motion by Alderman Painter, seconded by Alderman Stearns that the Formal Bid Process be waived and the Professional Services Agreement with F.B. Leopold, Inc. of Zelienople, Pennsylvania in the amount of \$370,760 be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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

Ayes: Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of Contract for Relocation of the two (2) 24” Transmission Mains in the Town of Normal at the Main St. Bridge, Bid #2015-49

RECOMMENDATION/MOTION: Recommend that the Bid for \$326,640 for Relocation of the two (2) Transmission Mains be accepted contingent on acquisition of necessary easement from Stark Excavating, Inc. and contract approval in the amount of \$326,640, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality Water for the Long Term and Objective 2e. Investing in the City’s future through a realistic, funded capital improvement program.

BACKGROUND: The IDOT is replacing the Main St. Bridge that crosses Sugar Creek in the Town of Normal. The City has two (2) 24” transmission mains located under the bridge. With the bridge replacement the City has to relocate these two (2) mains. The mains will need to be relocated before IDOT can start the bridge work in the spring of 2015. The transmission mains provide water from the Fort Jesse pump station to the underground storage reservoirs at the Division St. pump station.

Requests for bids for the above-mentioned project were advertised and fourteen (14) plan sets were picked up by interested contractors. The following is the summary of the three (3) bids received:

Contractor	Total Base Bid Price
*Stark Excavating, Inc.	\$326,640.00
George Gildner, Inc.	\$364,165.00
G.A. Rich & Sons, Inc.	\$535,983.00

*Recommended, responsible low bidder.

Staff and our design engineering firm, Farnsworth, Inc. have analyzed these bids and would recommends the acceptance of the lowest bid from Stark Excavating, Inc. in the amount of \$326,640.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: Payment for the Relocation of the Transmission Mains will be made from the Water Transmission & Distribution-Water Main Construction & Improvements (50100120-72540) account. Stakeholders can locate this in FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 138 and 280.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

David Hales, City Manager, addressed the Council. He explained that the Illinois Department of Transportation (IDOT) was replacing the Main St. bridge crossing Sugar Creek. He noted that same was located in the Town of Normal.

Brett, Lueschen, Interim Water Director, addressed the Council. He explained that there were two (2) water transmission mains under the bridge. He noted that water flowed into the Town of Normal from the Ft. Jesse pump station. The other two (2) pump stations were Hamilton Rd. and Division St. The transmission mains were along the Sugar Creek bank. There was one (1) cast iron and the other concrete main requiring replacement. There was no reimbursement of same. Easements would be acquired from Advocate BroMenn Medical Center.

Motion by Alderman Black, seconded by Alderman Schmidt that the Bid for \$326,640 for Relocation of the two (2) Transmission Mains be accepted contingent on acquisition of necessary easement from Stark Excavating, Inc. and contract approval in the amount of \$326,640, 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: Schmidt, Painter, Lower, Hauman, Sage, Black, Stearns and Fruin.

Nays: None.

Motion carried.

CITY MANAGER'S DISCUSSION: None.

MAYOR'S DISCUSSION: Thanked Nora Dukowitz, Communication Manager, for her assistance with the Illinois Policy Institute transparency rating. The City's rating had increased to 97.1%.

ALDERMEN'S DISCUSSION: Alderman Fruin cited the value of Public Comment. He believed same should not be used for personal attacks.


He believed that Conflict of Interest could be taken too far. That for most items appearing on Council agendas these did not exist.

Alderman Stearns noted her thirty (30) year career in the medical field. She acknowledged challenges faced by those who suffered from mental illness including their family members.

Alderman Lower noted that Sheriff Joh Sandage and Susan Schafer, District 9 McLean County Board member would be available at either Ward 1 meetings February 15, 2015 or March 8, 2015.

Motion by Alderman Hauman, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 8:09 p.m.

Motion carried.


Renee Gooderham
Chief Deputy Clerk



FOR COUNCIL: February 23, 2015

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: Recommend 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 January 8, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

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

Recommended by:

David A. Hales
City Manager

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: February 23, 2015

SUBJECT: Appointment to the Bloomington Library Board of Trustees and Reappointment to the Cultural District Commission

RECOMMENDATION/MOTION: That the Appointments be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of Van Miller of 5 Ridgewood Terrace, Bloomington 61701 to the Bloomington Library Board of Trustees. He will be replacing Monica Brigham who resigned effective January 22, 2015. Van will complete Monica's three (3) year term which will expire April 30, 2017.

I ask your concurrence in the reappointment of Vicki Lynn Tilton of 200 W. Monroe, #501, Bloomington 61701 to the Cultural District Commission. Her three (3) year term will be May 1, 2015 to April 30, 2018.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink that reads "Tari Renner".

Tari Renner
Mayor

Attachments: Attachment 1. Board Roster
Attachment 2. Cultural District Commission

Motion: **That the Appointments be approved.**

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Cultural District Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
x		Carol	Baker	04/30/15	07/04/05	2003	ckbaker24@frontier.com	1515 N Lindon	Bloomington	61701	820-8131				
x		David	Hauman	04/30/17	04/14/14	2014	hauman48@aol.com	48 Kenfield Ct	Bloomington	61704	662-6765		838-4707		
x		Alex	Cardona	04/30/16	05/13/13	2010	alex.cardona.iowq@statefarm.com	9697 Windgate Dr	Bloomington	61705	824-2105	766-6294			
x		Roger	Elliott	04/30/16	05/13/13	2007	normalroq@aol.com	212 Doud Dr	Normal	61761	454-7524	827-6968			
x		Sherry	Galbreath	04/30/15	10/22/12	2012	sherry@solutionsbyacme.com	3 Mallard Ct	Bloomington	61704			287-1804		
x		Matthew	Giordano	04/30/15	02/13/12	2012	matthew_a_giordano@hotmail.com	2 Turtleback Ct	Bloomington	61705	661-9652		242-9004		
x		Neeraj	Joshi	04/30/16	10/14/13	2013	njoshi2@slu.edu	1 Ashling Ct	Bloomington	61704	825-6495	661-2778			
x		Mike	Kerber	04/30/16	05/13/13	2009	mkerber44@frontier.com	406 N Linden	Bloomington	61701	826-1500				
x		Judy	Markowitz	04/30/15	??2012	2006	cityjudy@aol.com	326 Vista Dr	Bloomington	61701	663-2074				
x		Carole	Ringer	04/30/16	05/13/13	2010	carole.ringer@gmail.com	110 Hawthorne Lake Dr	Bloomington	61704	663-5446	820-1650	826-0288		
x		Karen	Schmidt	04/30/17	05/12/14	2008	karen61701@gmail.com	409 E Grove	Bloomington	61701	829-6318	766-9831			
x		Vicki Lynn	Tilton	04/30/15	06/25/12	2012	vltfx@fox-n-hounds.com	200 W Monroe, #501	Bloomington	61701	242-4951				
x		Dr. Curtis	Trout	04/30/15	2012	2009	ctrout@iwu.edu	1104 S Fell	Normal	61761	888-4587	556-3315			
x		Jamie	Mathy	04/30/17	05/12/14	2014	jamie.mathy@mavidea.com	611 E Washington	Bloomington	61701			706-9891		
	Staff	Tina	Salamone				tsalamone@cityblm.org					434-2764			
	Staff	Brandy	Maloney												

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 14 members

Number of members the Mayor appoints: 14

Type: Internal

City Code: Chapter 2, Section 81

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 2nd Thurs of each month at 7:30pm - Creativity Center

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 6

Number of Expired Board Members Eligible for Reappointment: 4

Appointment/Reappointment Notes:



FOR COUNCIL: February 23, 2015

SUBJECT: Purchase of Sewer Cleaning Truck using the National Joint Powers Alliance joint purchasing Contract Number 031710-FSC and request to approve a Budget Amendment in the FY 2014 Capital Lease in the FY 2015 Budget for the purchase

RECOMMENDATION/MOTION: Recommend that the purchase of one (1) Vactor 2100 Plus using the National Joint Powers Alliance joint purchasing Contract Number 031710-FSC for the amount of \$377,403 be approved and recommend that the Budget Amendment Ordinance be passed 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: The Street and Sewer Division currently has a 2004 International 7400 with a Vactor sewer cleaning body that was due to be replaced last FY14. Due to budget concerns this purchase was delayed. This unit is used in the daily operation of the Streets and Sewer Division. It is used to clean storm water inlets during heavy rains or snow melt off. It is used in emergencies to clean blockages in City owned sewer pipes that are causing backups in resident's homes. It is utilized in the 30, 60, 90 day maintenance program of the sewer and storm water drainage systems. The program consists of Sewer Cleaning: Catch Basin Cleaning: Jet Rodding/Jet Flushing of sewer lines: Wet Well/Lift Station maintenance: and Storm Line Cleaning. The City's Vactor Sewer Truck has serviced a total of 60,180 feet of sanitary sewer lines in the month of January 2015.

The maintenance cost to date for this unit is \$194,521.20. The unit has had engine issues with the engine. Staff has replaced the head gasket, turbo, water pump, injectors, and thermostat. The fuel tank and body debris screen have rusted through and been repaired. The unit has had steering, A/C, and electrical problems. The body has had issues with the jet rodder pump, front hose reel, and the extendable boom.

Staff has also priced this unit using the State of Minnesota Venture Contract number 390-1112 with a cost of \$383,116.00 and the (SPC) Suburban Purchasing Cooperative Contract number 127 with a cost of \$379,089.00.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: Streets and Sewer Division of the Public Works Department had \$306,159.00 budgeted last fiscal year in FY 2014 Capital Lease-Capital Outlay Licensed Vehicles (40110130-72130) the replacement unit will cost \$377,403.00 the value for the trade in unit is \$65,000.

Respectfully submitted for Council consideration.

Prepared by: Rob Kronen - Superintendent of Fleet Maintenance

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Sewer Truck
Attachment 3. Exhibit 1
Attachment 4. NJPA Proposal

Motion: That the purchase of one (1) Vactor 2100 Plus using the National Joint Powers Alliance joint purchasing Contract Number 031710-FSC for the amount of \$377,403 be approved and recommend that the Budget Amendment Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ORDINANCE NO. 2014 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; 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 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 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 2014 - 35.

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

PASSED the 23rd day of February 23, 2015.

APPROVED the ____ day of February 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



		Exhibit 1	
Account #	Fund	Account Description	Amount
40110130-72130	General	Police-Capital Outlay Licensed Vehicle	\$ 377,403.00
		Net Budget Increase/(Decrease):	377,403.00

Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for

City of Bloomington

Bloomington, Illinois 61701

Brad Franklin
Tel:



List Summary

Order Qty	Description
1	2100 Plus Single Engine Fan, DUAl Stage, 15 yrd Debris, Combo
1	Additional Water, 1500 Gal Total (15 yrd)
1	Vacuum, Single Engine - Dual Stage Fan
1	80 GPM/2500 PSI in lieu of 60 GPM/2000
1	Customer Supplied Chassis Modification Charge
1	Under Engine Toolbox
1	Aluminum Fenders
1	Mud Flaps
1	Electric/Hydraulic Four Way Boom
1	Color Coded Sealed Electrical System
1	Remote Pendant Control With 35' Cord
1	Vansco Electronic Package
1	Double Acting Hoist Cylinder
1	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
1	Ex-Ten Steel Cylindrical Debris Tank
1	Flexible Hose Guide
1	(3) Nozzles with Carbide Inserts w/Rack
1	Suction Tube Storage - 4 Pipe
1	1" Nozzle Pipe
1	Flat Rear Door w/Hydraulic Locks
1	Dual Stainless Steel Float Shut Off System
1	Debris Body Vacuum Relief System
1	Debris Deflector Plate
1	60" Dump Height
1	Additional Water Tank Sight Gauge
1	Liquid Float Level Indicator
1	3" Y-Strainer @ Water Pump w/3" Drain Valve
1	Performance Package
1	1" Water Relief Valve
1	Midship Handgun Coupling
1	Side Mounted Water Pump
1	Hose Wind Guide (Dual Roller), Manual
1	Additional Hose Footage Counter, Rear of Hose Reel, Included w/Digital Counter
1	Hose Reel Manual Hyd Extend/Retract
1	Hose Reel Chain Cover
1	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	Tachometer/Chassis Engine w/Hourmeter
1	Water Pump Hour Meter
1	PTO Hour Meter
1	Circuit Breakers



1	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	Tow Hooks, Front
1	Tow Hooks, Rear
1	Electronic Back-Up Alarm
1	8" Vacuum Pipe Package
1	Emergency Flare Kit
1	Fire Extinguisher 5 Lbs.
1	Module Paint, DuPont Imron Elite - Wet on Wet
1	Debris Body Washout
1	6" Rear Door Butterfly Valve, 3:00 position
1	Full Rear Door Swinging Screen
1	Pump Off Ports Only
1	Centrifugal Separators (Cyclones)
1	Folding Pipe Rack, Curbside
1	Folding Pipe Rack, Streetside
1	Rear Door Splash Shield
1	Lube Manifold
1	Plastic Lube Chart, included with Lube Manifold
1	Low Water Light w/Alarm and Water Pump Flow Indicator
1	3" Y-Strainer at Passenger Side Fill, in lieu of 2", with 25' Fill Hose
1	180 deg. 10ft Telescoping Boom
1	Front Joystick Boom Control
1	Boom Hose Storage, Post
1	Bellypack Wireless Controls, including hose reel controls
1	Cold Weather Recirculator, PTO Driven, 25 GPM
1	Jet Rodder Water System Accumulator
1	600' x 1" Shark Sewer Hose 3000 PSI in lieu of STD
1	Hose Wind Guide (Dual Roller), Auto, Indexing
1	Digital Hose Footage Counter
1	Handgun Hose Reel w/Spring Retract
1	Rodder Pump Drain Valves
1	Rear Directional Control, Split LED Arrow Traffic Controller, 10 Lights
1	Hand Light w/Retractable Reel
1	DOT 3 Lighting Package, 6 Federal Signal Strobe Lights
1	Worklights (2), LED, Telescoping Boom
1	Worklight, LED, Operators Station
1	Camera System, Front and Rear
1	Safety Cone Storage Rack - Post Style
1	Toolbox, Behind Cab
1	Toolbox, Driver Side Subframe, 60w x 20h x 12d
1	Vactor 2100 Plus Body Decal, Multi-Colored
1	Vactor/Guzzler Logos - Applied
1	Vactor Standard Manual and USB Version - 1 + Dealer
1	Kenworth T440 6x4 chassis Bloomington Specification



1	Chassis Modifications Charges
---	-------------------------------

Note: Customer needs to specify paint color and supply codes for chassis and Module.

Cab Paint color- _____ Paint code _____

Module Paint Color - _____ Paint code _____

	Factory Price:	\$289,640.00
Less NJPA discount Contract # 031710-FSC		(15,482.00)
Kenworth T400 6x4 Chassis		\$103,245.00
Subtotal		\$377,403.00
Trade in Allowance for 2004 Vactor Vin#1HTWGADT34J020374		(65,000.00)
	Total	312,403.00

*Title and license to be invoiced separate
Price valid for 30 Days from date of 12/10/2014

Proposal Date: 2/11/15
PO NUMBER:
PAYMENT TERMS: net

1. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
2. All prices quoted are in US Dollars unless otherwise noted.
3. Signature indicates customer has checked all Vactor and Chassis options and content.

SIGNED BY:

_____ Date: _____



LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters

10 years against water tank leakage due to corrosion. nonMettalic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - VactorRodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation



upon itself to change or improve previously manufactured products.



VACTOR/GUZZLER MANUFACTURING
1621 S. Illinois Street



FOR COUNCIL: February 23, 2015

SUBJECT: Analysis of Bids for the Miller Park Zoo Flamingo Exhibit construction

RECOMMENDATION/MOTION: Recommend that the bids be rejected and the project be rebid.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities and Goal 5. Great place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service. Objective 5b. City decisions consistent with plans and policies. Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of the residents.

BACKGROUND: On February 3, 2015 at 11:00 A.M., bids were publicly opened and read for the construction of the Flamingo Exhibit at the Miller Park Zoo.

Four proposals were received from the following companies:

FIRM	Base Bid	Alternate #1	Alternate #2	Alternate #3	Unsuitable Soil
J Spencer Construction	\$331,900	\$13,440	\$12,650	\$3,960	\$133.00
Tarter Construction	\$331,726	\$14,216	\$9,913	\$4,448	\$125.00
English Brothers Company	\$371,690	\$12,172	\$11,440	\$3,355	\$51.75
P.J. Hoerr	\$343,800	\$14,000	\$9,275	\$5,000	\$140.00

Base bids involved the primary construction of the exhibit. Alternate #1 included the fencing for the exhibit. Alternate #2 included the landscaping for the project. Alternate #3 included the wooden screen fence around the Entrance Building air conditioners. Unsuitable soil calculation is for poor soil/engineering fill for this project by the cubic yard.

The budget for the construction is \$196,870 (\$250,000 minus architecture/engineering fees (\$53,130)). Since the lowest base bid is \$331,726, the project will need to be changed to have the total cost of the exhibit closer to the budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was sent out via normal City Purchasing procedures. Zoo staff also provided a list of construction firms from around the nation. The request was received by thirty-one (31) different groups or individuals. This work was advertised in The Pantagraph on January 8, 2015 and a pre-bid meeting was held at 1:00 PM on January 15, 2015 in the Main Classroom at the Miller Park Zoo.

FINANCIAL IMPACT: Construction for the flamingo exhibit was approved in FY2015. Total cost (design and construction) is \$250,000. The Miller Park Zoological Society is contributing \$100,000 and the City portion will be \$150,000. It is a public-private partnership of which the Zoo is proud to be a part. By rejecting bids, the Zoo staff intends to keep this project within budget. This council memo will have no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Jay Tetzloff, Superintendent of Zoo and Interim Director of Parks, Recreation, and Cultural Arts

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Bid Sheet

Motion: That the bids be rejected and the project be rebid.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



CITY CLERK
 109 EAST OLIVE STREET
 BLOOMINGTON, IL 61702-3157
 309.434.2240 tel
 309.434.2802 fax

RECORD OF BID OPENING FOR:

BID # 2015-51
Construction of the Flamingo Exhibit at the Miller Park Zoo

DATE: February 3, 2015

TIME: 11:00 a.m.

Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addenda #1	Addenda #2	Addenda #3	Base Bid	Alternate No.1	Alternate No.2	Alternate No.3	Unit Price A
J Spencer	Normal, IL	✓	✓	✓	no	no	no	331,900	13,440	12,650	3,960	133
Tarter	Blm, IL	✓	✓	✓	✓	✓	✓	331,726	19,216	9,913	4,448	125
English Brothers	Champaign, IL	✓	✓	✓	✓	✓	✓	371,690	12,172	11,440	3,355	51.75
P.J. Hoerr	Normal, IL	no	✓	✓	✓	✓	✓	343,800	19,000	9,275	5,000	140

WITNESSES:

Annebel [Signature]
Justin [Signature]
Russell [Signature]
[Signature]

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.



FOR COUNCIL: February 23, 2015

SUBJECT: Extension of the Intergovernmental Agreement for Fire Station Maintenance & Operating Agreement for Fire Station No. 3 and Fire Station No. 6

RECOMMENDATION/MOTION: Recommend that the Extension of the Intergovernmental Agreement for Fire Station Maintenance & Operating Agreement for Fire Station No. 3 and Fire Station No. 6 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. Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: An Intergovernmental Fire Station Maintenance and Operating Agreement (IGA) exists with Central Illinois Regional Airport (CIRA) that governs the City's occupation and maintenance responsibilities for Fire Station No. 3. This Agreement was entered into in 1995 and is set to expire February 28, 2015. Accordingly, the purpose of the Extension Agreement is to extend the terms of the existing Agreement to March 1, 2016, or to the date on which a new agreement is entered into between the City and CIRA, whichever is the earliest to occur.

The extension is necessary to provide both parties enough time to negotiate and develop an IGA for fire protection services to CIRA from Fire Station #6 and to negotiate the terms upon which the City will remain in possession of the property on which Fire Station #3 currently operates. The original agreement only covers Fire Station No. 3. The IGA Agreement does incorporate Fire Station No. 6, which currently provides Federal Aviation Administration (FAA) required services to CIRA. At the time of the original agreement, Fire Station No. 3 provided the FAA required services to CIRA. As part of the renegotiation of the agreement, City staff anticipates the inclusion of more detailed and updated terms reflecting the current status and costs of the services provided to CIRA.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Lisa A. Petrilli, Sorling Northrup Attorney

Review by: Jeffrey R. Jurgens, Corporation Counsel

Review by:

Brian Mohr, Fire Chief

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement Extension
Attachment 2. Intergovernmental Fire Station Maintenance & Operating Agreement
Attachment 3. FAR Part 139

Motion: That the Extension of the Intergovernmental Agreement for Fire Station Maintenance & Operating Agreement for Fire Station No. 3 and Fire Station No. 6 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

AGREEMENT EXTENSION

The City of Bloomington (“City”) and the Bloomington-Normal Airport Authority of McLean County, Illinois (“Authority”) agree to extend the Intergovernmental Fire Station Maintenance and Operating Agreement (“Agreement”) originally entered into by the Parties on April 13, 1995.

RECITALS:

WHEREAS, the City and the Authority entered into the Agreement attached hereto as **Exhibit A** with a 20 year term expiring February 28, 2015; and

WHEREAS, the City and the Authority are in the process of negotiating new agreements related to the fire stations currently occupying Authority property; and

WHEREAS, the Parties intend for this Agreement Extension (“Extension”) to provide for Fire Station #3 and Fire Station #6;

WHEREAS, it is necessary to provide for the extension of the existing Agreement while the Parties negotiate the terms of a new agreement;

NOW, THEREFORE, the Parties do agree as follows:

A. The above recitals shall be incorporated into this Extension.

B. This Extension shall begin on March 1, 2015 and shall terminate upon the first of the following to occur: (1) March 1, 2016; or (2) the date on which a new intergovernmental agreement related to the maintenance and operation of fire station(s) on the Authority’s property has been executed and approved by both Parties.

C. The following terms and paragraphs shall replace the corresponding terms and paragraphs of the Agreement:

2. City shall continue to occupy, use, and be responsible for maintenance of Fire Station #3 and Fire Station #6. City shall be responsible for all grounds maintenance

as well as utilities costs associated with the operation of Fire Station #3 and Fire Station #6.

3. City will furnish Fire Station #6 at least one pumping equipment vehicle equipped for structural fire fighting with a capacity of 1,250 gallons per minute and suitable for structural fire extinguishing both on and off airport premises and such first aid, hose drying facilities, and other appurtenances and equipment as the City may deem necessary for the support of such vehicle, and shall maintain the equipment so supplied by City it in good working condition. City may furnish other equipment as it deems desirable or appropriate to Fire Station #3 and Fire Station #6. Authority shall provide for all necessary Aircraft Rescue and Firefighting vehicles as required by the FAA regulation or deemed necessary to support aircraft rescue and firefighting services. City agrees to, at all times, provide for housing of said Authority vehicles within the confines of Fire Station #6.

4. City shall maintain its own equipment as well as all equipment furnished by Authority under the preceding paragraph hereof. This maintenance shall include all radios equipped in vehicles. As regards maintenance, Authority, at its expense, may arrange for a manufacturer's representative to visit Fire Station #6 to inspect the vehicles and to provide training to the fire fighters and those individuals responsible for maintenance of the Authority vehicle(s).

5. City may use one of Authority's vehicles off of Authority's property for a limited time in the event of an emergency as agreed upon by City and Authority. In the event that a vehicle leaves Authority property to assist in an off-site emergency, City agrees that all remaining Authority vehicles shall remain on Authority property and shall be fully staffed and functional. At no time shall there exist a situation where all Authority provided vehicles are either out of service or located off of Authority property. In the event that Authority determines that it is necessary or appropriate for it to take possession of any of its vehicles located in Fire Station #6, Authority's Operations Manager or Authority's Director of Aviation shall advise the City's Fire Chief in advance of the need to remove the vehicle.

8. City shall staff Fire Station #6 with fire fighters trained to a sufficient level to meet all of the Federal Aviation Administration requirements as dictated under FAR Part 139. A current copy of FAR Part 139 is attached as an Appendix to this Extension. The parties acknowledge that FAR Part 139 will be revised from time to time by the Federal Aviation Administration and as it is revised, the City agrees to meet the required training standards.

D. In all other respects and to the extent that the terms of this Extension do not conflict, the terms of the Agreement entered into by Parties remains in full force and effect without modification throughout the duration of this Extension. Said Extension shall apply both Fire Station #3 and Fire Station #6 except where indicated.

CITY

AUTHORITY

City of Bloomington

Bloomington-Normal Airport Authority
of McLean County, Illinois

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

ATTEST:

Its: _____

Its: _____

INTERGOVERNMENTAL FIRE STATION MAINTENANCE AND OPERATING AGREEMENT

BACKGROUND

The parties to this Agreement are the City of Bloomington, a municipal corporation, McLean County, Illinois (City) and the Bloomington-Normal Airport Authority, a municipal corporation, McLean County, Illinois (Authority).

City and Authority entered into a Fire Station Construction, Maintenance and Operation Agreement (Prior Agreement) on May 22, 1972. Prior Agreement provided for the construction, staffings, training, equipping and other similar matters involving the construction and operation of a "fire-crash-rescue facility" (Fire Station #3).

Fire Station #3 has been constructed and is currently being operated under the terms of Prior Agreement.

Because of changed conditions and circumstances and in order to meet the current needs of both parties hereto the City and the Authority have agreed that from and after the date of execution of this Agreement that Prior Agreement will no longer be effective and neither party hereto shall thereafter be obligated thereunder and all of the rights and liabilities of the parties hereto shall be as are hereinafter set forth.

AGREEMENT

In consideration of the mutual undertakings of both parties hereto and in further consideration of the mutual benefits accruing to the parties hereto, it is hereby agreed as follows:

1. The term of this Agreement is Twenty (20) years commencing March 1, 1995. This term can be extended only by the express written consent of both parties executed prior to the expiration of the twenty (20) year term. This agreement shall be subject to renegotiation annually at the discretion of either party should a substantial change in conditions, regulations or requirements occur.
2. City shall continue to occupy and be responsible for maintenance of Fire Station #3. City shall be responsible for all grounds maintenance as well as utilities cost associated with the operation of Fire Station #3.
3. City will furnish at Fire Station #3 at least one pumping equipment vehicle

equipped for structural fire fighting with a capacity of 1,250 gallons per minute and suitable for structural fire extinguishing both on and off airport premises and such first aid, hose drying facilities, and other appurtenances and equipment as the City may deem necessary for the support of such vehicle, and shall maintain the equipment so supplied by it in good working condition. City may furnish such other equipment as it deems desirable or appropriate to the location. Authority shall provide for all necessary Aircraft Rescue and Firefighting vehicles as required by the FAA regulation or as deemed necessary to support aircraft rescue and firefighting services. City agrees to, at all times, provide for housing of said vehicles within the confines of Fire Station #3.

4. City shall maintain its own equipment as well as all equipment furnished by Authority under the preceding paragraph hereof. This maintenance shall include all radios equipped in vehicles. As regards maintenance, Authority, at its expense, may arrange for a manufacturer's representative to visit Fire Station #3 to inspect the vehicles and to provide training for the fire fighters and those individuals responsible for maintenance of the Authority vehicles.

5. City may use one of Authority's vehicles off of Authority's property for a limited time in the event of an emergency as agreed upon by City and Airport Authority. In the event that a vehicle leaves Authority property to assist in an off-site emergency, City agrees that all remaining Authority vehicles shall remain on Airport property and shall be fully staffed and functional. At no time shall there exist a situation where all Authority provided vehicles are either out of service or located off of Authority property. In the event that Authority determines that it is necessary or appropriate for it to take possession of any of its vehicles located in Fire Station #3 that Authority's Operations Manager or Authority's Director of Aviation shall advise the Fire Chief of City in advance of the need to remove the vehicle.

6. City agrees to provide all aircraft rescue and fire fighting rescue services, structural fire fighting services and other services as needed on Authority property. This includes all parts of Authority property including those that are currently not located within the Corporate limits of City.

7. The Airport Authority shall make available to the City, after proper documentation, reimbursement to City for certain firefighting supplies and equipment. The maximum amount

of such reimbursement shall be \$30,000.00 annually and reimbursement shall be due to the City only in the event that City and Authority have agreed in writing to the training or the purchase of the fire fighting supplies and equipment as the case may be. Training costs are to include travel expenses and wages of personnel while engaged in ARFF related training activities.

8. City shall staff Fire Station #3 with fire fighters trained to a sufficient level to meet all of the Federal Aviation Administration requirements as dictated under FAR Part 139. A copy of FAR Part 139 is attached hereto as an Appendix to this Agreement. The parties acknowledge that it will be revised from time to time by the Federal Aviation Administration and as it is revised the City agrees to meet the required training standards.

9. The line of communication between City and the Authority involving policies, procedures, or matters of any nature involving this Agreement shall be between the City's Fire Chief's Office and the Operation's Manager for the Authority.

10. By the execution of this Agreement the Fire Station Construction, Maintenance and Operation Agreement dated May 22, 1972 shall be deemed terminated.

EXECUTED at Bloomington, Illinois this 13 day of ~~March~~, 1995.
APRIL

**CITY OF BLOOMINGTON,
A MUNICIPAL CORPORATION**

**BLOOMINGTON-NORMAL
AIRPORT AUTHORITY
A MUNICIPAL CORPORATION**

BY:

BY:

James R. Anant

Neale McConnel

Its: *Mayor*

Its: *Chairman*

ATTEST:

ATTEST:

Tracy Conant

Gordon Stewart

Its: *City Clerk*

Its: *Secretary*

paragraph (c)(1)(ii) of this section, have had within the preceding 100 hours of time in service a 100-hour or annual inspection by a person authorized by part 65 or 145 of this chapter, or have been inspected under a progressive inspection system; and

(ii) If it is a large or turbine-powered multiengine civil airplane of U.S. registry, have been inspected in accordance with the applicable inspection program requirements of § 91.409 of this chapter.

(2) If other than a helicopter, it must be equipped with a device capable of jettisoning at least one-half of the aircraft's maximum authorized load of agricultural material within 45 seconds. If the aircraft is equipped with a device for releasing the tank or hopper as a unit, there must be a means to prevent inadvertent release by the pilot or other crewmember.

[Doc. No. 1464, 30 FR 8106, June 24, 1965, as amended by Amdt. 137-5, 41 FR 16796, Apr. 22, 1976; Amdt. 137-12, 54 FR 34332, Aug. 18, 1989]

§ 137.55 Business name: Commercial agricultural aircraft operator.

No person may operate under a business name that is not shown on his commercial agricultural aircraft operator certificate.

§ 137.57 Availability of certificate.

Each holder of an agricultural aircraft operator certificate shall keep that certificate at his home base of operations and shall present it for inspection on the request of the Administrator or any Federal, State, or local law enforcement officer.

§ 137.59 Inspection authority.

Each holder of an agricultural aircraft operator certificate shall allow the Administrator at any time and place to make inspections, including on-the-job inspections, to determine compliance with applicable regulations and his agricultural aircraft operator certificate.

Subpart D—Records and Reports

§ 137.71 Records: Commercial agricultural aircraft operator.

(a) Each holder of a commercial agricultural aircraft operator certificate

shall maintain and keep current, at the home base of operations designated in his application, the following records:

(1) The name and address of each person for whom agricultural aircraft services were provided;

(2) The date of the service;

(3) The name and quantity of the material dispensed for each operation conducted; and

(4) The name, address, and certificate number of each pilot used in agricultural aircraft operations and the date that pilot met the knowledge and skill requirements of § 137.19(e).

(b) The records required by this section must be kept at least 12 months and made available for inspection by the Administrator upon request.

§ 137.75 Change of address.

Each holder of an agricultural aircraft operator certificate shall notify the FAA in writing in advance of any change in the address of his home base of operations.

§ 137.77 Termination of operations.

Whenever a person holding an agricultural aircraft operator certificate ceases operations under this part, he shall surrender that certificate to the FAA Flight Standards District Office last having jurisdiction over his operation.

[Doc. No. 1464, 30 FR 8106, June 24, 1965, as amended by Amdt. 137-13, 54 FR 39294, Sept. 25, 1989; 54 FR 52872, Dec. 22, 1989]

PART 139—CERTIFICATION OF AIRPORTS

Subpart A—General

Sec.

139.1 Applicability.

139.3 Delegation of authority.

139.5 Definitions.

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139.301 Records.
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139.331 Obstructions.
139.333 Protection of NAVAIDS.
139.335 Public protection.
139.337 Wildlife hazard management.
139.339 Airport condition reporting.
139.341 Identifying, marking, and lighting construction and other unserviceable areas.
139.343 Noncomplying conditions.

AUTHORITY: 49 U.S.C. 106(g), 40113, 44701–44706, 44709, 44719.

SOURCE: Doc. No. FAA–2000–7479, 69 FR 6424, Feb. 10, 2004, unless otherwise noted.

EDITORIAL NOTE: Nomenclature changes to part 139 appear at 69 FR 24069, May 3, 2004.

Subpart A—General

§ 139.1 Applicability.

(a) This part prescribes rules governing the certification and operation of airports in any State of the United States, the District of Columbia, or any territory or possession of the United States serving any—

(1) Scheduled passenger-carrying operations of an air carrier operating aircraft configured for more than 9 passenger seats, as determined by the regulations under which the operation is § 139.5

type certificate issued by a competent civil aviation authority.

Air carrier operation means the takeoff or landing of an air carrier aircraft and includes the period of time from 15 minutes before until 15 minutes after the takeoff or landing.

conducted or the aircraft type certificate issued by a competent civil aviation authority; and

(2) Unscheduled passenger-carrying operations of an air carrier operating aircraft configured for at least 31 passenger seats, as determined by the regulations under which the operation is conducted or the aircraft type certificate issued by a competent civil aviation authority.

(b) This part applies to those portions of a joint-use or shared-use airport that are within the authority of a person serving passenger-carrying operations defined in paragraphs (a)(1) and (a)(2) of this section.

(c) This part does not apply to—

(1) Airports serving scheduled air carrier operations only by reason of being designated as an alternate airport;

(2) Airports operated by the United States;

(3) Airports located in the State of Alaska that only serve scheduled operations of small air carrier aircraft and do not serve scheduled or unscheduled operations of large air carrier aircraft;

(4) Airports located in the State of Alaska during periods of time when not serving operations of large air carrier aircraft; or

(5) Heliports.

[Doc. No. FAA–2000–7479, 69 FR 6424, Feb. 10, 2004, as amended by Amdt. 139–27, 78 FR 3316, Jan. 16, 2013]

§ 139.3 Delegation of authority.

The authority of the Administrator to issue, deny, and revoke Airport Operating Certificates is delegated to the Associate Administrator for Airports, Director of Airport Safety and Standards, and Regional Airports Division Managers.

§ 139.5 Definitions.

The following are definitions of terms used in this part:

AFFF means aqueous film forming foamagent.

Air carrier aircraft means an aircraft that is being operated by an air carrier and is categorized as either a large air carrier aircraft if designed for at least 31 passenger seats or a small air carrier aircraft if designed for more than 9 passenger seats but less than 31 passenger seats, as determined by the aircraft

Airport means an area of land or other hard surface, excluding water, that is used or intended to be used for the landing and takeoff of aircraft, including any buildings and facilities.

Airport Operating Certificate means a certificate, issued under this part, for operation of a Class I, II, III, or IV airport.

Average daily departures means the

average number of scheduled departures per day of air carrier aircraft computed on the basis of the busiest 3 consecutive calendar months of the immediately preceding 12 consecutive calendar months. However, if the average daily departures are expected to increase, then “average daily departures” may be determined by planned rather than current activity, in a manner authorized by the Administrator.

Certificate holder means the holder of an Airport Operating Certificate issued under this part.

Class I airport means an airport certificated to serve scheduled operations of large air carrier aircraft that can also serve unscheduled passenger operations of large air carrier aircraft and/or scheduled operations of small air carrier aircraft.

Class II airport means an airport certificated to serve scheduled operations of small air carrier aircraft and the unscheduled passenger operations of large air carrier aircraft. A Class II airport cannot serve scheduled large air carrier aircraft.

Class III airport means an airport certificated to serve scheduled operations of small air carrier aircraft. A Class III airport cannot serve scheduled or unscheduled large air carrier aircraft.

Class IV airport means an airport certificated to serve unscheduled passenger operations of large air carrier aircraft. A Class IV airport cannot serve scheduled large or small air carrier aircraft.

Clean agent means an electrically nonconducting volatile or gaseous fire extinguishing agent that does not leave

a residue upon evaporation and has been shown to provide extinguishing action equivalent to halon 1211 under test protocols of FAA Technical Report DOT/FAA/AR-95/87.

Heliport means an airport, or an area of an airport, used or intended to be used for the landing and takeoff of helicopters.

Index means the type of aircraft rescue and firefighting equipment and quantity of fire extinguishing agent that the certificate holder must provide in accordance with § 139.315.

Joint-use airport means an airport owned by the Department of Defense, at which both military and civilian aircraft make shared use of the airfield.

Movement area means the runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

Regional Airports Division Manager means the airports division manager for the FAA region in which the airport is located.

Safety area means a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

Scheduled operation means any common carriage passenger-carrying operation for compensation or hire conducted by an air carrier for which the air carrier or its representatives offers in advance the departure location, departure time, and arrival location. It does not include any operation that is conducted as a supplemental operation under 14 CFR part 121 or public charter operations under 14 CFR part 380.

Shared-use airport means a U.S. Government-owned airport that is co-located with an airport specified under § 139.1(a) and at which portions of the movement areas and safety areas are shared by both parties.

Unscheduled operation means any common carriage passenger-carrying operation for compensation or hire, using aircraft designed for at least 31 passenger seats, conducted by an air carrier for which the departure time,

departure location, and arrival location are specifically negotiated with the customer or the customer's representative. It includes any passenger-carrying supplemental operation conducted under 14 CFR part 121 and any passenger-carrying public charter operation conducted under 14 CFR part 380.

Wildlife hazard means a potential for a damaging aircraft collision with wildlife on or near an airport. As used in this part, "wildlife" includes feral animals and domestic animals out of the control of their owners.

NOTE: *Special Statutory Requirement To Operate to or From a Part 139 Airport.* Each air carrier that provides—in an aircraft designed for more than 9 passenger seats—regularly scheduled charter air transportation for which the public is provided in advance a schedule containing the departure location, departure time, and arrival location of the flight must operate to and from an airport certificated under part 139 of this chapter in accordance with 49 U.S.C. 41104(b). That statutory provision contains stand-alone requirements for such air carriers and special exceptions for operations in Alaska and outside the United States. Certain operations by air carriers that conduct public charter operations under 14 CFR part 380 are covered by the statutory requirements to operate to and from part 139 airports. See 49 U.S.C. 41104(b).

[Doc. No. FAA-2000-7479, 69 FR 6424, Feb. 10, 2004, as amended by Amdt. 139-27, 78 FR 3316, Jan. 16, 2013]

§ 139.7 Methods and procedures for compliance.

Certificate holders must comply with requirements prescribed by subparts C and D of this part in a manner authorized by the Administrator. FAA Advisory Circulars contain methods and procedures for compliance with this part that are acceptable to the Administrator.

Subpart B—Certification

§ 139.101 General requirements.

(a) Except as otherwise authorized by the Administrator, no person may operate an airport specified under § 139.1 of this part without an Airport Operating Certificate or in violation of that certificate, the applicable provisions, or the approved Airport Certification Manual.

§ 139.109

(d) The Administrator approves the Airport Certification Manual.

§ 139.109 Duration of certificate.

An Airport Operating Certificate issued under this part is effective until the certificate holder surrenders it or

(b) Each certificate holder shall adopt and comply with an Airport Certification Manual as required under § 139.203.

(c) Persons required to have an Airport Operating Certificate under this part shall submit their Airport Certification Manual to the FAA for approval, in accordance with the following schedule:

(1) Class I airports—6 months after June 9, 2004.

(2) Class II, III, and IV airports—12 months after June 9, 2004.

§ 139.103 Application for certificate.

Each applicant for an Airport Operating Certificate must—

(a) Prepare and submit an application, in a form and in the manner prescribed by the Administrator, to the Regional Airports Division Manager.

(b) Submit with the application, two copies of an Airport Certification Manual prepared in accordance with subpart C of this part.

§ 139.105 Inspection authority.

Each applicant for, or holder of, an Airport Operating Certificate must allow the Administrator to make any inspections, including unannounced inspections, or tests to determine compliance with 49 U.S.C. 44706 and the requirements of this part.

§ 139.107 Issuance of certificate.

An applicant for an Airport Operating Certificate is entitled to a certificate if—

(a) The applicant provides written documentation that air carrier service will begin on a date certain.

(b) The applicant meets the provisions of § 139.103.

(c) The Administrator, after investigation, finds the applicant is properly and adequately equipped and able to provide a safe airport operating environment in accordance with—

(1) Any limitation that the Administrator finds necessary to ensure safety in air transportation.

(2) The requirements of the Airport Certification Manual, as specified under § 139.203.

(3) Any other provisions of this part that the Administrator finds necessary to ensure safety in air transportation.

the certificate is suspended or revoked by the Administrator.

§ 139.111 Exemptions.

(a) An applicant or a certificate holder may petition the Administrator under 14 CFR part 11, General Rule-making Procedures, of this chapter for an exemption from any requirement of

this part.

(b) Under 49 U.S.C. 44706(c), the Administrator may exempt an applicant or a certificate holder that enplanes annually less than one-quarter of 1 percent of the total number of passengers enplaned at all air carrier airports from all, or part, of the aircraft rescue and firefighting equipment requirements of this part on the grounds that compliance with those requirements is, or would be, unreasonably costly, burdensome, or impractical.

(1) Each petition filed under this paragraph must—

(i) Be submitted in writing at least 120 days before the proposed effective date of the exemption;

(ii) Set forth the text of §§ 139.317 or 139.319 from which the exemption is sought;

(iii) Explain the interest of the certificate holder in the action requested, including the nature and extent of relief sought; and

(iv) Contain information, views, or arguments that demonstrate that the requirements of §§ 139.317 or 139.319 would be unreasonably costly, burdensome, or impractical.

(2) Information, views, or arguments provided under paragraph (b)(1) of this section shall include the following information pertaining to the airport for which the Airport Operating Certificate is held:

(i) An itemized cost to comply with the requirement from which the exemption is sought;

(ii) Current staffing levels;

(iii) The current annual financial report, such as a single audit report or

FAA Form 5100-127, Operating and Financial Summary;

(iv) Annual passenger enplanement data for the previous 12 calendar months;

(v) The type and frequency of air carrier operations served;

(vi) A history of air carrier service;

(vii) Anticipated changes to air carrier service;

(c) Each petition filed under this section must be submitted in duplicate to the—

(1) Regional Airports Division Manager and

(2) Federal Docket Management System, as specified under 14 CFR part 11.

[Docket No. FAA-2000-7479, 69 FR 6424, Feb. 10, 2004; 72 FR 68475, Dec. 5, 2007]

§ 139.113 Deviations.

In emergency conditions requiring immediate action for the protection of life or property, the certificate holder may deviate from any requirement of subpart D of this part, or the Airport Certification Manual, to the extent required to meet that emergency. Each certificate holder who deviates from a requirement under this section must, within 14 days after the emergency, notify the Regional Airports Division Manager of the nature, extent, and duration of the deviation. When requested by the Regional Airports Division Manager, the certificate holder must provide this notification in writing.

§ 139.115 Falsification, reproduction, or alteration of applications, certificates, reports, or records.

(a) No person shall make or cause to be made:

(1) Any fraudulent or intentionally false statement on any application for a certificate or approval under this part.

(2) Any fraudulent or intentionally false entry in any record or report that is required to be made, kept, or used to show compliance with any requirement under this part.

(3) Any reproduction, for a fraudulent purpose, of any certificate or approval issued under this part.

(4) Any alteration, for a fraudulent purpose, of any certificate or approval issued under this part.

(b) The commission by any owner, operator, or other person acting on behalf of a certificate holder of an act prohibited under paragraph (a) of this section is a basis for suspending or revoking any certificate or approval issued under this part and held by that certificate holder and any other certificate issued under this title and held by the person committing the act.

[Doc. No. FAA–2010–0247, 78 FR 3316, Jan. 16, 2013]

Subpart C—Airport Certification Manual

§ 139.201 General requirements.

(a) No person may operate an airport subject to this part unless that person adopts and complies with an Airport Certification Manual, as required under this part, that—

- (1) Has been approved by the Administrator;
- (2) Contains only those items authorized by the Administrator;
- (3) Is in printed form and signed by the certificate holder acknowledging the certificate holder’s responsibility to operate the airport in compliance with the Airport Certification Manual approved by the Administrator; and
- (4) Is in a form that is easy to revise and organized in a manner helpful to the preparation, review, and approval processes, including a revision log. In addition, each page or attachment must include the date of the Administrator’s initial approval or approval of the latest revision.

(b) Each holder of an Airport Operating Certificate must—

(1) Keep its Airport Certification Manual current at all times;

(2) Maintain at least one complete and current copy of its approved Airport Certification Manual on the airport, which will be available for inspection by the Administrator; and

(3) Furnish the applicable portions of the approved Airport Certification Manual to airport personnel responsible for its implementation.

(c) Each certificate holder must ensure that the Regional Airports Division Manager is provided a complete copy of its most current approved Airport Certification Manual, as specified under paragraph (b)(2) of this section, including any amendments approved under § 139.205.

(d) FAA Advisory Circulars contain methods and procedures for the development of Airport Certification Manuals that are acceptable to the Administrator.

§ 139.203 Contents of Airport Certification Manual.

(a) Except as otherwise authorized by the Administrator, each certificate holder must include in the Airport Certification Manual a description of operating procedures, facilities and equipment, responsibility assignments, and any other information needed by personnel concerned with operating the airport in order to comply with applicable provisions of subpart D of this part and paragraph (b) of this section.

(b) Except as otherwise authorized by the Administrator, the certificate holder must include in the Airport Certification Manual the following elements, as appropriate for its class:

REQUIRED AIRPORT CERTIFICATION MANUAL ELEMENTS

Manual elements	Airport certificate class			
	Class I	Class II	Class III	Class IV
1. Lines of succession of airport operational responsibility	X	X	X	X
2. Each current exemption issued to the airport from the requirements of this part	X	X	X	X
3. Any limitations imposed by the Administrator	X	X	X	X
4. A grid map or other means of identifying locations and terrain features on and around the airport that are significant to emergency operations	X	X	X	X
5. The location of each obstruction required to be lighted or marked within the airport’s area of authority	X	X	X	X
6. A description of each movement area available for air carriers and its safety areas, and each road described in § 139.319(k) that serves it	X	X	X	X
7. Procedures for avoidance of interruption or failure during construction work of utilities serving facilities or NAVAIDS that support air carrier operations	X	X	X	X
8. A description of the system for maintaining records, as required under § 139.301	X	X	X	X
9. A description of personnel training, as required under § 139.303	X	X	X	X

§ 139.205

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REQUIRED AIRPORT CERTIFICATION MANUAL ELEMENTS—Continued

Manual elements	Airport certificate class			
	Class I	Class II	Class III	Class IV

10. Procedures for maintaining the paved areas, as required under § 139.305	X	X	X	X
11. Procedures for maintaining the unpaved areas, as required under § 139.307	X	X	X	X
12. Procedures for maintaining the safety areas, as required under § 139.309	X	X	X	X
13. A plan showing the runway and taxiway identification system, including the location and inscription of signs, runway markings, and holding position markings, as required under § 139.311	X	X	X	X
14. A description of, and procedures for maintaining, the marking, signs, and lighting systems, as required under § 139.311	X	X	X	X
15. A snow and ice control plan, as required under § 139.313	X	X	X	
16. A description of the facilities, equipment, personnel, and procedures for meeting the aircraft rescue and firefighting requirements, in accordance with §§ 139.315, 139.317 and 139.319	X	X	X	X
17. A description of any approved exemption to aircraft rescue and firefighting requirements, as authorized under § 139.111	X	X	X	X
18. Procedures for protecting persons and property during the storing, dispensing, and handling of fuel and other hazardous substances and materials, as required under § 139.321	X	X	X	X
19. A description of, and procedures for maintaining, the traffic and wind direction indicators, as required under § 139.323	X	X	X	X
20. An emergency plan as required under § 139.325	X	X	X	X
21. Procedures for conducting the self-inspection program, as required under § 139.327	X	X	X	X
22. Procedures for controlling pedestrians and ground vehicles in movement areas and safety areas, as required under § 139.329	X	X	X	X
23. Procedures for obstruction removal, marking, or lighting, as required under § 139.331	X	X	X	X
24. Procedures for protection of NAVAIDS, as required under § 139.333	X	X	X	
25. A description of public protection, as required under § 139.335	X	X	X	
26. Procedures for wildlife hazard management, as required under § 139.337	X	X	X	
27. Procedures for airport condition reporting, as required under § 139.339	X	X	X	X
28. Procedures for identifying, marking, and lighting construction and other unserviceable areas, as required under § 139.341	X	X	X	
29. Any other item that the Administrator finds is necessary to ensure safety in air transportation	X	X	X	X

[Doc. No. FAA-2000-7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139-26, 69 FR 31522, June 4, 2004, as amended by Amdt. 139-27, 78 FR 3316, Jan. 16, 2013]

§ 139.205 Amendment of Airport Certification Manual.

(a) Under § 139.3, the Regional Airports Division Manager may amend any Airport Certification Manual approved under this part, either—

(1) Upon application by the certificate holder or

(2) On the Regional Airports Division Manager's own initiative, if the Regional Airports Division Manager determines that safety in air transportation requires the amendment.

(b) A certificate holder must submit in writing a proposed amendment to its Airport Certification Manual to the Regional Airports Division Manager at least 30 days before the proposed effective date of the amendment, unless a shorter filing period is allowed by the Regional Airports Division Manager.

(c) At any time within 30 days after receiving a notice of refusal to approve the application for amendment, the certificate holder may petition the As-

sociate Administrator for Airports to reconsider the refusal to amend.

(d) In the case of amendments initiated by the FAA, the Regional Airports Division Manager notifies the certificate holder of the proposed amendment, in writing, fixing a reasonable period (but not less than 7 days) within which the certificate holder may submit written information, views, and arguments on the amendment. After considering all relevant material presented, the Regional Airports Division Manager notifies the certificate holder within 30 days of any amendment adopted or rescinds the notice. The amendment becomes effective not less than 30 days after the certificate holder receives notice of it, except that, prior to the effective date, the certificate holder may petition the Associate Administrator for Airports to reconsider the amendment, in which case its effective date is stayed pending a decision by the Associate Administrator for Airports.

(e) Notwithstanding the provisions of paragraph (d) of this section, if the Regional Airports Division Manager finds there is an emergency requiring immediate action with respect to safety in air transportation, the Regional Airports Division Manager may issue an amendment, effective without stay on the date the certificate holder receives notice of it. In such a case, the Regional Airports Division Manager incorporates the finding of the emergency and a brief statement of the reasons for the finding in the notice of the amendment. Within 30 days after the issuance of such an emergency amendment, the certificate holder may petition the Associate Administrator for Airports to reconsider either the finding of an emergency, the amendment itself, or both. This petition does not automatically stay the effectiveness of the emergency amendment.

Subpart D—Operations

§ 139.301 Records.

In a manner authorized by the Administrator, each certificate holder must—

(a) Furnish upon request by the Administrator all records required to be maintained under this part.

(b) Maintain records required under this part as follows:

(1) *Personnel training.* Twenty-four consecutive calendar months for personnel training records, as required under §§ 139.303 and 139.327.

(2) *Emergency personnel training.* Twenty-four consecutive calendar months for aircraft rescue and fire-fighting and emergency medical service personnel training records, as required under § 139.319.

(3) *Airport fueling agent inspection.* Twelve consecutive calendar months for records of inspection of airport fueling agents, as required under § 139.321.

(4) *Fueling personnel training.* Twelve consecutive calendar months for training records of fueling personnel, as required under § 139.321.

(5) *Self-inspection.* Twelve consecutive calendar months for self-inspection records, as required under § 139.327.

(6) *Movement areas and safety areas training.* Twenty-four consecutive calendar months for records of training given to pedestrians and ground vehicle operators with access to movement areas and safety areas, as required under § 139.329.

(4) Duties required under the Airport Certification Manual and the requirements of this part.

(5) Any additional subject areas required under §§ 139.319, 139.321, 139.327, 139.329, 139.337, and 139.339, as appropriate.

(7) *Accident and incident.* Twelve consecutive calendar months for each accident or incident in movement areas and safety areas involving an air carrier aircraft and/or ground vehicle, as required under § 139.329.

(8) *Airport condition.* Twelve consecutive calendar months for records of airport condition information dissemination, as required under § 139.339.

(c) Make and maintain any additional records required by the Administrator, this part, and the Airport Certification Manual.

§ 139.303 Personnel.

In a manner authorized by the Administrator, each certificate holder must—

(a) Provide sufficient and qualified personnel to comply with the requirements of its Airport Certification Manual and the requirements of this part.

(b) Equip personnel with sufficient resources needed to comply with the requirements of this part.

(c) Train all persons who access movement areas and safety areas and perform duties in compliance with the requirements of the Airport Certification Manual and the requirements of this part. This training must be completed prior to the initial performance of such duties and at least once every 12 consecutive calendar months. The curriculum for initial and recurrent training must include at least the following areas:

(1) Airport familiarization, including airport marking, lighting, and signs system.

(2) Procedures for access to, and operation in, movement areas and safety areas, as specified under § 139.329.

(3) Airport communications, including radio communication between the air traffic control tower and personnel, use of the common traffic advisory frequency if there is no air traffic control tower or the tower is not in operation, and procedures for reporting unsafe airport conditions.

(d) Make a record of all training completed after June 9, 2004 by each individual in compliance with this section that includes, at a minimum, a description and date of training received. Such records must be maintained for 24 consecutive calendar months after completion of training.

(e) As appropriate, comply with the following training requirements of this

part:

- (1) § 139.319, Aircraft rescue and fire-fighting; Operational requirements;
 - (2) § 139.321, Handling and storage of hazardous substances and materials; (3) § 139.327, Self-inspection program; (4) § 139.329, Pedestrians and Ground Vehicles;
 - (5) § 139.337, Wildlife hazard management; and
 - (6) § 139.339, Airport condition reporting.
- (f) Use an independent organization, or designee, to comply with the requirements of its Airport Certification Manual and the requirements of this part only if—
- (1) Such an arrangement is authorized by the Administrator;
 - (2) A description of responsibilities and duties that will be assumed by an independent organization or designee is specified in the Airport Certification Manual; and
 - (3) The independent organization or designee prepares records required under this part in sufficient detail to assure the certificate holder and the Administrator of adequate compliance with the Airport Certification Manual and the requirements of this part.

[Doc. No. FAA–2000–7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139–26, 69 FR 31522, June 4, 2004, as amended by Amdt. 139–27, 78 FR 3316, Jan. 16, 2013]

§ 139.305 Paved areas.

(a) In a manner authorized by the Administrator, each certificate holder must maintain, and promptly repair the pavement of, each runway, taxiway, loading ramp, and parking area

on the airport that is available for air carrier use as follows:

- (1) The pavement edges must not exceed 3 inches difference in elevation between abutting pavement sections and between pavement and abutting areas.
 - (2) The pavement must have no hole exceeding 3 inches in depth nor any hole the slope of which from any point in the hole to the nearest point at the lip of the hole is 45 degrees or greater, as measured from the pavement surface plane, unless, in either case, the entire area of the hole can be covered by a 5-inch diameter circle.
 - (3) The pavement must be free of cracks and surface variations that could impair directional control of air carrier aircraft, including any pavement crack or surface deterioration that produces loose aggregate or other contaminants.
 - (4) Except as provided in paragraph (b) of this section, mud, dirt, sand, loose aggregate, debris, foreign objects, rubber deposits, and other contaminants must be removed promptly and as completely as practicable.
 - (5) Except as provided in paragraph (b) of this section, any chemical solvent that is used to clean any pavement area must be removed as soon as possible, consistent with the instructions of the manufacturer of the solvent.
 - (6) The pavement must be sufficiently drained and free of depressions to prevent ponding that obscures markings or impairs safe aircraft operations.
- (b) Paragraphs (a)(4) and (a)(5) of this section do not apply to snow and ice accumulations and their control, including the associated use of materials, such as sand and deicing solutions.
- (c) FAA Advisory Circulars contain methods and procedures for the maintenance and configuration of paved areas that are acceptable to the Administrator.

[Doc. No. FAA–2000–7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139–26, 69 FR 31522, June 4, 2004]

§ 139.307 Unpaved areas.

(a) In a manner authorized by the Administrator, each certificate holder must maintain and promptly repair the surface of each gravel, turf, or other unpaved runway, taxiway, or loading

ramp and parking area on the airport that is available for air carrier use as follows:

- (1) No slope from the edge of the full-strength surfaces downward to the existing terrain must be steeper than 2:1.
- (2) The full-strength surfaces must have adequate crown or grade to assure sufficient drainage to prevent ponding.
- (3) The full-strength surfaces must be adequately compacted and sufficiently stable to prevent rutting by aircraft or the loosening or build-up of surface material, which could impair directional control of aircraft or drainage.
- (4) The full-strength surfaces must have no holes or depressions that exceed 3 inches in depth and are of a breadth capable of impairing directional control or causing damage to an aircraft.
- (5) Debris and foreign objects must be promptly removed from the surface.
- (b) FAA Advisory Circulars contain methods and procedures for the maintenance and configuration of unpaved areas that are acceptable to the Administrator.

§ 139.309 Safety areas.

(a) In a manner authorized by the Administrator, each certificate holder must provide and maintain, for each runway and taxiway that is available for air carrier use, a safety area of at least the dimensions that—

- (1) Existed on December 31, 1987, if the runway or taxiway had a safety area on December 31, 1987, and if no reconstruction or significant expansion of the runway or taxiway was begun on or after January 1, 1988; or
- (2) Are authorized by the Administrator at the time the construction, reconstruction, or expansion began if construction, reconstruction, or significant expansion of the runway or taxiway began on or after January 1, 1988.
- (b) Each certificate holder must maintain its safety areas as follows:
 - (1) Each safety area must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations.
 - (2) Each safety area must be drained by grading or storm sewers to prevent water accumulation.

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(c) *Lighting.* Each certificate holder must provide and maintain lighting systems for air carrier operations when the airport is open at night, during conditions below visual flight rules (VFR) minimums, or in Alaska, during periods in which a prominent unlighted

(3) Each safety area must be capable under dry conditions of supporting snow removal and aircraft rescue and firefighting equipment and of supporting the occasional passage of aircraft without causing major damage to the aircraft.

(4) No objects may be located in any safety area, except for objects that need to be located in a safety area because of their function. These objects must be constructed, to the extent practical, on frangibly mounted structures of the lowest practical height, with the frangible point no higher than 3 inches above grade.

(c) FAA Advisory Circulars contain methods and procedures for the configuration and maintenance of safety areas acceptable to the Administrator.

§ 139.311 Marking, signs, and lighting.

(a) *Marking.* Each certificate holder must provide and maintain marking systems for air carrier operations on the airport that are authorized by the Administrator and consist of at least the following:

- (1) Runway markings meeting the specifications for takeoff and landing minimums for each runway.
- (2) A taxiway centerline.
- (3) Taxiway edge markings, as appropriate.
- (4) Holding position markings.
- (5) Instrument landing system (ILS) critical area markings.
- (b) *Signs.* (1) Each certificate holder must provide and maintain sign systems for air carrier operations on the airport that are authorized by the Administrator and consist of at least the following:
 - (i) Signs identifying taxiing routes on the movement area.
 - (ii) Holding position signs.
 - (iii) Instrument landing system (ILS) critical area signs.

(2) Unless otherwise authorized by the Administrator, the signs required by paragraph (b)(1) of this section must be internally illuminated at each Class I, II, and IV airport.

(3) Unless otherwise authorized by the Administrator, the signs required by paragraphs (b)(1)(ii) and (b)(1)(iii) of this section must be internally illuminated at each Class III airport.

object cannot be seen from a distance of 3 statute miles or the sun is more than six degrees below the horizon. These lighting systems must be authorized by the Administrator and consist of at least the following:

- (1) Runway lighting that meets the specifications for takeoff and landing minimums, as authorized by the Administrator, for each runway.

(2) One of the following taxiway lighting systems:

- (i) Centerline lights.
 - (ii) Centerline reflectors.
 - (iii) Edge lights.
 - (iv) Edge reflectors.
- (3) An airport beacon.

(4) Approach lighting that meets the specifications for takeoff and landing minimums, as authorized by the Administrator, for each runway, unless provided and/or maintained by an entity other than the certificate holder.

(5) Obstruction marking and lighting, as appropriate, on each object within its authority that has been determined by the FAA to be an obstruction.

(d) *Maintenance.* Each certificate holder must properly maintain each marking, sign, or lighting system installed and operated on the airport. As used in this section, to “properly maintain” includes cleaning, replacing, or repairing any faded, missing, or non-functional item; keeping each item unobscured and clearly visible; and ensuring that each item provides an accurate reference to the user.

(e) *Lighting interference.* Each certificate holder must ensure that all lighting on the airport, including that for aprons, vehicle parking areas, roadways, fuel storage areas, and buildings, is adequately adjusted or shielded to prevent interference with air traffic control and aircraft operations.

(f) *Standards.* FAA Advisory Circulars contain methods and procedures for the equipment, material, installation, and maintenance of marking, sign, and lighting systems listed in this section

that are acceptable to the Administrator.

(g) *Implementation.* The sign systems required under paragraph (b)(3) of this section must be implemented by each holder of a Class III Airport Operating Certificate not later than 36 consecutive calendar months after June 9, 2004.

§ 139.313 Snow and ice control.

(a) As determined by the Administrator, each certificate holder whose airport is located where snow and icing conditions occur must prepare, maintain, and carry out a snow and ice control plan in a manner authorized by the Administrator.

(b) The snow and ice control plan required by this section must include, at a minimum, instructions and procedures for—

(1) Prompt removal or control, as completely as practical, of snow, ice, and slush on each movement area;

(2) Positioning snow off the movement area surfaces so all air carrier aircraft propellers, engine pods, rotors, and wing tips will clear any snowdrift and snowbank as the aircraft’s landing gear traverses any portion of the movement area;

(3) Selection and application of authorized materials for snow and ice control to ensure that they adhere to snow and ice sufficiently to minimize engine ingestion;

(4) Timely commencement of snow and ice control operations; and

(5) Prompt notification, in accordance with § 139.339, of all air carriers using the airport when any portion of the movement area normally available to them is less than satisfactorily cleared for safe operation by their aircraft.

(c) FAA Advisory Circulars contain methods and procedures for snow and ice control equipment, materials, and removal that are acceptable to the Administrator.

§ 139.315 Aircraft rescue and fire-fighting: Index determination.

(a) An index is required by paragraph (c) of this section for each certificate holder. The Index is determined by a combination of—

(1) The length of air carrier aircraft and

(2) Average daily departures of air carrier aircraft.

(b) For the purpose of Index determination, air carrier aircraft lengths are grouped as follows:

(1) Index A includes aircraft less than 90 feet in length.

(2) Index B includes aircraft at least 90 feet but less than 126 feet in length.

(3) Index C includes aircraft at least 126 feet but less than 159 feet in length.

(4) Index D includes aircraft at least 159 feet but less than 200 feet in length.

(5) Index E includes aircraft at least 200 feet in length.

(c) Except as provided in § 139.319(c), if there are five or more average daily departures of air carrier aircraft in a single Index group serving that airport, the longest aircraft with an average of five or more daily departures determines the Index required for the airport. When there are fewer than five average daily departures of the longest air carrier aircraft serving the airport, the Index required for the airport will be the next lower Index group than the Index group prescribed for the longest aircraft.

(d) The minimum designated index shall be Index A.

(e) A holder of a Class III Airport Operating Certificate may comply with this section by providing a level of safety comparable to Index A that is approved by the Administrator. Such alternate compliance must be described in the ACM and must include:

(1) Pre-arranged firefighting and emergency medical response procedures, including agreements with responding services.

(2) Means for alerting firefighting and emergency medical response personnel.

(3) Type of rescue and firefighting equipment to be provided.

(4) Training of responding firefighting and emergency medical personnel on airport familiarization and communications.

[Doc. No. FAA-2000-7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139-26, 69 FR 31522, June 4, 2004]

§ 139.317 Aircraft rescue and firefighting: Equipment and agents.

Unless otherwise authorized by the Administrator, the following rescue and firefighting equipment and agents § 139.319

(1) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(2) Two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of

are the minimum required for the Indexes referred to in § 139.315:

(a) *Index A.* One vehicle carrying at least—

(1) 500 pounds of sodium-based dry chemical, halon 1211, or clean agent; or

(2) 450 pounds of potassium-based dry chemical and water with a commensurate quantity of AFFF to total 100 gallons for simultaneous dry chemical and AFFF application.

(b) *Index B.* Either of the following:

(1) One vehicle carrying at least 500 pounds of sodium-based dry chemical, halon 1211, or clean agent and 1,500 gallons of water and the commensurate quantity of AFFF for foam production.

(2) Two vehicles—

(i) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(ii) One vehicle carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 1,500 gallons.

(c) *Index C.* Either of the following:

(1) Three vehicles—

(i) One vehicle carrying the extinguishing agents as specified in paragraph (a)(1) or (a)(2) of this section; and

(ii) Two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 3,000 gallons.

(2) Two vehicles—

(i) One vehicle carrying the extinguishing agents as specified in paragraph (b)(1) of this section; and

(ii) One vehicle carrying water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 3,000 gallons.

(d) *Index D.* Three vehicles—

(1) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(2) Two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 4,000 gallons.

(e) *Index E.* Three vehicles—

water for foam production carried by all three vehicles is at least 6,000 gallons.

(f) *Foam discharge capacity.* Each aircraft rescue and firefighting vehicle used to comply with Index B, C, D, or E requirements with a capacity of at least 500 gallons of water for foam production must be equipped with a turret. Vehicle turret discharge capacity

must be as follows:

(1) Each vehicle with a minimum-rated vehicle water tank capacity of at least 500 gallons, but less than 2,000 gallons, must have a turret discharge rate of at least 500 gallons per minute, but not more than 1,000 gallons per minute.

(2) Each vehicle with a minimum-rated vehicle water tank capacity of at least 2,000 gallons must have a turret discharge rate of at least 600 gallons per minute, but not more than 1,200 gallons per minute.

(g) *Agent discharge capacity.* Each aircraft rescue and firefighting vehicle that is required to carry dry chemical, halon 1211, or clean agent for compliance with the Index requirements of this section must meet one of the following minimum discharge rates for the equipment installed:

(1) Dry chemical, halon 1211, or clean agent through a hand line—5 pounds per second.

(2) Dry chemical, halon 1211, or clean agent through a turret—16 pounds per second.

(h) *Extinguishing agent substitutions.* Other extinguishing agent substitutions authorized by the Administrator may be made in amounts that provide equivalent firefighting capability.

(i) *FFFF quantity requirements.* In addition to the quantity of water required, each vehicle required to carry AFFF must carry AFFF in an appropriate amount to mix with twice the water required to be carried by the vehicle.

(j) *Methods and procedures.* FAA Advisory Circulars contain methods and procedures for ARFF equipment and extinguishing agents that are acceptable to the Administrator.

(k) *Implementation.* Each holder of a Class II, III, or IV Airport Operating Certificate must implement the requirements of this section no later than 36 consecutive calendar months after June 9, 2004.

[Doc. No. FAA–2000–7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139–26, 69 FR 31523, June 4, 2004]

§ 139.319 Aircraft rescue and firefighting: Operational requirements.

(a) *Rescue and firefighting capability.* Except as provided in paragraph (c) of this section, each certificate holder must provide on the airport, during air carrier operations at the airport, at least the rescue and firefighting capability specified for the Index required by § 139.317 in a manner authorized by the Administrator.

(b) *Increase in Index.* Except as provided in paragraph (c) of this section, if an increase in the average daily departures or the length of air carrier aircraft results in an increase in the Index required by paragraph (a) of this section, the certificate holder must comply with the increased requirements.

(c) *Reduction in rescue and firefighting.* During air carrier operations with only aircraft shorter than the Index aircraft group required by paragraph (a) of this section, the certificate holder may reduce the rescue and firefighting to a lower level corresponding to the Index group of the longest air carrier aircraft being operated.

(d) *Procedures for reduction in capability.* Any reduction in the rescue and firefighting capability from the Index required by paragraph (a) of this section, in accordance with paragraph (c) of this section, must be subject to the following conditions:

(1) Procedures for, and the persons having the authority to implement, the reductions must be included in the Airport Certification Manual.

(2) A system and procedures for recall of the full aircraft rescue and firefighting capability must be included in the Airport Certification Manual.

(3) The reductions may not be implemented unless notification to air carriers is provided in the Airport/Facility Directory or Notices to Airmen (NOTAM), as appropriate, and by direct notification of local air carriers.

(e) *Vehicle communications.* Each vehicle required under § 139.317 must be equipped with two-way voice radio communications that provide for contact with at least—

(1) All other required emergency vehicles;

(2) The air traffic control tower;

(3) The common traffic advisory frequency when an air traffic control tower is not in operation or there is no air traffic control tower, and

(4) Fire stations, as specified in the airport emergency plan.

(f) *Vehicle marking and lighting.* Each vehicle required under § 139.317 must—

(1) Have a flashing or rotating beacon and

(2) Be painted or marked in colors to enhance contrast with the background environment and optimize daytime and nighttime visibility and identification.

(g) *Vehicle readiness.* Each vehicle required under § 139.317 must be maintained as follows:

(1) The vehicle and its systems must be maintained so as to be operationally capable of performing the functions required by this subpart during all air carrier operations.

(2) If the airport is located in a geographical area subject to prolonged temperatures below 33 degrees Fahrenheit, the vehicles must be provided with cover or other means to ensure equipment operation and discharge under freezing conditions.

(3) Any required vehicle that becomes inoperative to the extent that it cannot perform as required by paragraph (g)(1) of this section must be replaced immediately with equipment having at least equal capabilities. If replacement equipment is not available immediately, the certificate holder must so notify the Regional Airports Division Manager and each air carrier using the airport in accordance with § 139.339. If the required Index level of capability is not restored within 48 hours, the airport operator, unless otherwise authorized by the Administrator, must limit air carrier operations on the airport to § 139.321

(iv) Emergency communications systems on the airport, including fire alarms.

(v) Use of the fire hoses, nozzles, turbines, and other appliances required for compliance with this part.

(vi) Application of the types of extinguishing agents required for compliance with this part.

those compatible with the Index corresponding to the remaining operative rescue and firefighting equipment.

(h) *Response requirements.* (1) With the aircraft rescue and firefighting equipment required under this part and the number of trained personnel that will assure an effective operation, each certificate holder must—

(i) Respond to each emergency during periods of air carrier operations; and

(ii) When requested by the Administrator, demonstrate compliance with the response requirements specified in this section.

(2) The response required by paragraph (h)(1)(ii) of this section must achieve the following performance criteria:

(i) Within 3 minutes from the time of the alarm, at least one required aircraft rescue and firefighting vehicle must reach the midpoint of the farthest runway serving air carrier aircraft from its assigned post or reach any other specified point of comparable distance on the movement area that is available to air carriers, and begin application of extinguishing agent.

(ii) Within 4 minutes from the time of alarm, all other required vehicles must reach the point specified in paragraph (h)(2)(i) of this section from their assigned posts and begin application of an extinguishing agent.

(i) *Personnel.* Each certificate holder must ensure the following:

(1) All rescue and firefighting personnel are equipped in a manner authorized by the Administrator with protective clothing and equipment needed to perform their duties.

(2) All rescue and firefighting personnel are properly trained to perform their duties in a manner authorized by the Administrator. Such personnel must be trained prior to initial performance of rescue and firefighting duties and receive recurrent instruction every 12 consecutive calendar months. The curriculum for initial and recurrent training must include at least the following areas:

(i) Airport familiarization, including airport signs, marking, and lighting.

(ii) Aircraft familiarization.

(iii) Rescue and firefighting personnel safety.

guishing agents required for compliance with this part.

(vii) Emergency aircraft evacuation assistance.

(viii) Firefighting operations.

(ix) Adapting and using structural rescue and firefighting equipment for aircraft rescue and firefighting.

(x) Aircraft cargo hazards, including hazardous materials/dangerous goods

incidents.

(xi) Familiarization with firefighters' duties under the airport emergency plan.

(3) All rescue and firefighting personnel must participate in at least one live-fire drill prior to initial performance of rescue and firefighting duties and every 12 consecutive calendar months thereafter.

(4) At least one individual, who has been trained and is current in basic emergency medical services, is available during air carrier operations. This individual must be trained prior to initial performance of emergency medical services. Training must be at a minimum 40 hours in length and cover the following topics:

- (i) Bleeding.
- (ii) Cardiopulmonary resuscitation.
- (iii) Shock.
- (iv) Primary patient survey.
- (v) Injuries to the skull, spine, chest, and extremities.
- (vi) Internal injuries.
- (vii) Moving patients.
- (viii) Burns.
- (ix) Triage.

(5) A record is maintained of all training given to each individual under this section for 24 consecutive calendar months after completion of training. Such records must include, at a minimum, a description and date of training received.

(6) Sufficient rescue and firefighting personnel are available during all air carrier operations to operate the vehicles, meet the response times, and meet the minimum agent discharge rates required by this part.

(7) Procedures and equipment are established and maintained for alerting rescue and firefighting personnel by siren, alarm, or other means authorized by the Administrator to any existing or impending emergency requiring their assistance.

(j) *Hazardous materials guidance.* Each aircraft rescue and firefighting vehicle responding to an emergency on the airport must be equipped with, or have available through a direct communications link, the "North American Emergency Response Guidebook" published by the U.S. Department of Transportation or similar response guidance to hazardous materials/dangerous goods incidents. Information on obtaining the "North American Emergency Response Guidebook" is available from the Regional Airports Division Manager.

(k) *Emergency access roads.* Each certificate holder must ensure that roads designated for use as emergency access roads for aircraft rescue and firefighting vehicles are maintained in a condition that will support those vehicles during all-weather conditions.

(l) *Methods and procedures.* FAA Advisory Circulars contain methods and procedures for aircraft rescue and firefighting and emergency medical equipment and training that are acceptable to the Administrator.

(m) *Implementation.* Each holder of a Class II, III, or IV Airport Operating Certificate must implement the requirements of this section no later than 36 consecutive calendar months after June 9, 2004.

[Doc. No. FAA–2000–7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139–26, 69 FR 31523, June 4, 2004]

§ 139.321 Handling and storing of hazardous substances and materials.

(a) Each certificate holder who acts as a cargo handling agent must establish and maintain procedures for the protection of persons and property on the airport during the handling and storing of any material regulated by the Hazardous Materials Regulations (49 CFR 171 through 180) that is, or is intended to be, transported by air. These procedures must provide for at least the following:

(1) Designated personnel to receive and handle hazardous substances and materials.

(2) Assurance from the shipper that the cargo can be handled safely, including any special handling procedures required for safety.

(3) Special areas for storage of hazardous materials while on the airport.

(b) Each certificate holder must establish and maintain standards authorized by the Administrator for protecting against fire and explosions in storing, dispensing, and otherwise handling fuel (other than articles and materials that are, or are intended to be, aircraft cargo) on the airport. These standards must cover facilities, procedures, and personnel training and must address at least the following:

(1) Bonding.

(2) Public protection.

(3) Control of access to storage areas.

(4) Fire safety in fuel farm and storage areas.

(5) Fire safety in mobile fuelers, fueling pits, and fueling cabinets.

(6) Training of fueling personnel in fire safety in accordance with paragraph (e) of this section. Such training at Class III airports must be completed within 12 consecutive calendar months after June 9, 2004.

(7) The fire code of the public body having jurisdiction over the airport.

(c) Each certificate holder must, as a fueling agent, comply with, and require all other fueling agents operating on the airport to comply with, the standards established under paragraph (b) of this section and must perform reasonable surveillance of all fueling activities on the airport with respect to those standards.

(d) Each certificate holder must inspect the physical facilities of each airport tenant fueling agent at least once every 3 consecutive months for compliance with paragraph (b) of this section and maintain a record of that inspection for at least 12 consecutive calendar months.

(e) The training required in paragraph (b)(6) of this section must include at least the following:

(1) At least one supervisor with each fueling agent must have completed an aviation fuel training course in fire safety that is authorized by the Admin-

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visible to the pilot while on final approach and prior to takeoff. If the airport is open for air carrier operations at night, the wind direction indicators, including the required supplemental indicators, must be lighted.

(b) For airports serving any air car-

istrator. Such an individual must be trained prior to initial performance of duties, or enrolled in an authorized aviation fuel training course that will be completed within 90 days of initiating duties, and receive recurrent instruction at least every 24 consecutive calendar months.

(2) All other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every 24 consecutive calendar months in fire safety from the supervisor trained in accordance with paragraph (e)(1) of this section.

(f) Each certificate holder must obtain a written confirmation once every 12 consecutive calendar months from each airport tenant fueling agent that the training required by paragraph (e) of this section has been accomplished. This written confirmation must be maintained for 12 consecutive calendar months.

(g) Unless otherwise authorized by the Administrator, each certificate holder must require each tenant fueling agent to take immediate corrective action whenever the certificate holder becomes aware of noncompliance with a standard required by paragraph (b) of this section. The certificate holder must notify the appropriate FAA Regional Airports Division Manager immediately when noncompliance is discovered and corrective action cannot be accomplished within a reasonable period of time.

(h) FAA Advisory Circulars contain methods and procedures for the handling and storage of hazardous substances and materials that are acceptable to the Administrator.

§ 139.323 Traffic and wind direction indicators.

In a manner authorized by the Administrator, each certificate holder must provide and maintain the following on its airport:

(a) A wind cone that visually provides surface wind direction information to pilots. For each runway available for air carrier use, a supplemental wind cone must be installed at the end of the runway or at least at one point

rier operation when there is no control tower operating, a segmented circle, a landing strip indicator and a traffic pattern indicator must be installed around a wind cone for each runway with a right-hand traffic pattern.

(c) FAA Advisory Circulars contain methods and procedures for the installation, lighting, and maintenance of traffic and wind indicators that are ac-

§ 139.325 Airport emergency plan.

(a) In a manner authorized by the Administrator, each certificate holder must develop and maintain an airport emergency plan designed to minimize the possibility and extent of personal injury and property damage on the airport in an emergency. The plan must—

(1) Include procedures for prompt response to all emergencies listed in paragraph (b) of this section, including a communications network;

(2) Contain sufficient detail to provide adequate guidance to each person who must implement these procedures; and

(3) To the extent practicable, provide for an emergency response for the largest air carrier aircraft in the Index group required under § 139.315.

(b) The plan required by this section must contain instructions for response to—

(1) Aircraft incidents and accidents;

(2) Bomb incidents, including designation of parking areas for the aircraft involved;

(3) Structural fires;

(4) Fires at fuel farms or fuel storage areas;

(5) Natural disaster;

(6) Hazardous materials/dangerous goods incidents;

(7) Sabotage, hijack incidents, and other unlawful interference with operations;

(8) Failure of power for movement area lighting; and

(9) Water rescue situations, as appropriate.

(c) The plan required by this section must address or include—

(1) To the extent practicable, provisions for medical services, including transportation and medical assistance for the maximum number of persons that can be carried on the largest air carrier aircraft that the airport reasonably can be expected to serve;

(2) The name, location, telephone number, and emergency capability of each hospital and other medical facility and the business address and telephone number of medical personnel on the airport or in the communities it serves who have agreed to provide medical assistance or transportation;

(3) The name, location, and telephone number of each rescue squad, ambulance service, military installation, and government agency on the airport or in the communities it serves that agrees to provide medical assistance or transportation;

(4) An inventory of surface vehicles and aircraft that the facilities, agencies, and personnel included in the plan under paragraphs (c)(2) and (3) of this section will provide to transport injured and deceased persons to locations on the airport and in the communities it serves;

(5) A list of each hangar or other building on the airport or in the communities it serves that will be used to accommodate uninjured, injured, and deceased persons;

(6) Plans for crowd control, including the name and location of each safety or security agency that agrees to provide assistance for the control of crowds in the event of an emergency on the airport; and

(7) Procedures for removing disabled aircraft, including, to the extent practical, the name, location, and telephone numbers of agencies with aircraft removal responsibilities or capabilities.

(d) The plan required by this section must provide for—

(1) The marshalling, transportation, and care of ambulatory injured and uninjured accident survivors;

(2) The removal of disabled aircraft;

(3) Emergency alarm or notification systems; and

(4) Coordination of airport and control tower functions relating to emergency actions, as appropriate.

(e) The plan required by this section must contain procedures for notifying the facilities, agencies, and personnel who have responsibilities under the plan of the location of an aircraft accident, the number of persons involved in that accident, or any other information necessary to carry out their responsibilities, as soon as that information becomes available.

(f) The plan required by this section must contain provisions, to the extent practicable, for the rescue of aircraft accident victims from significant bodies of water or marsh lands adjacent to the airport that are crossed by the approach and departure flight paths of air carriers. A body of water or marshland is significant if the area exceeds one-quarter square mile and cannot be traversed by conventional land rescue vehicles. To the extent practicable, the plan must provide for rescue vehicles with a combined capacity for handling the maximum number of persons that can be carried on board the largest air carrier aircraft in the Index group required under § 139.315.

(g) Each certificate holder must—

(1) Coordinate the plan with law enforcement agencies, rescue and fire-fighting agencies, medical personnel and organizations, the principal tenants at the airport, and all other persons who have responsibilities under the plan;

(2) To the extent practicable, provide for participation by all facilities, agencies, and personnel specified in paragraph (g)(1) of this section in the development of the plan;

(3) Ensure that all airport personnel having duties and responsibilities under the plan are familiar with their assignments and are properly trained; and

(4) At least once every 12 consecutive calendar months, review the plan with all of the parties with whom the plan is coordinated, as specified in paragraph (g)(1) of this section, to ensure that all parties know their responsibilities and that all of the information in the plan is current.

(h) Each holder of a Class I Airport Operating Certificate must hold a full-
§ 139.329

(iii) Notice to Airmen (NOTAM) notification procedures.

(iv) Procedures for pedestrians and ground vehicles in movement areas and safety areas.

(v) Discrepancy reporting procedures; and

scale airport emergency plan exercise at least once every 36 consecutive calendar months.

(i) Each airport subject to applicable FAA and Transportation Security Administration security regulations must ensure that instructions for response to paragraphs (b)(2) and (b)(7) of this section in the airport emergency plan are consistent with its approved airport security program.

(j) FAA Advisory Circulars contain methods and procedures for the development of an airport emergency plan that are acceptable to the Administrator.

(k) The emergency plan required by this section must be submitted by each holder of a Class II, III, or IV Airport Operating Certificate no later than 24 consecutive calendar months after June 9, 2004.

§ 139.327 Self-inspection program.

(a) In a manner authorized by the Administrator, each certificate holder must inspect the airport to assure compliance with this subpart according to the following schedule:

(1) Daily, except as otherwise required by the Airport Certification Manual;

(2) When required by any unusual condition, such as construction activities or meteorological conditions, that may affect safe air carrier operations; and

(3) Immediately after an accident or incident.

(b) Each certificate holder must provide the following:

(1) Equipment for use in conducting safety inspections of the airport;

(2) Procedures, facilities, and equipment for reliable and rapid dissemination of information between the certificate holder's personnel and air carriers; and

(3) Procedures to ensure qualified personnel perform the inspections. Such procedures must ensure personnel are trained, as specified under § 139.303, and receive initial and recurrent instruction every 12 consecutive calendar months in at least the following areas:

(i) Airport familiarization, including airport signs, marking and lighting.

(ii) Airport emergency plan.

(4) A reporting system to ensure prompt correction of unsafe airport conditions noted during the inspection, including wildlife strikes.

(c) Each certificate holder must—

(1) Prepare, and maintain for at least 12 consecutive calendar months, a record of each inspection prescribed by this section, showing the conditions found and all corrective actions taken.

(2) Prepare records of all training given after June 9, 2004 to each individual in compliance with this section that includes, at a minimum, a description and date of training received. Such records must be maintained for 24 consecutive calendar months after completion of training.

(d) FAA Advisory Circulars contain methods and procedures for the conduct of airport self-inspections that are acceptable to the Administrator.

§ 139.329 Pedestrians and ground vehicles.

In a manner authorized by the Administrator, each certificate holder must—

(a) Limit access to movement areas and safety areas only to those pedestrians and ground vehicles necessary for airport operations;

(b) Establish and implement procedures for the safe and orderly access to and operation in movement areas and safety areas by pedestrians and ground vehicles, including provisions identifying the consequences of noncompliance with the procedures by all persons;

(c) When an air traffic control tower is in operation, ensure that each pedestrian and ground vehicle in movement areas or safety areas is controlled by one of the following:

(1) Two-way radio communications between each pedestrian or vehicle and the tower;

(2) An escort with two-way radio communications with the tower accompanying any pedestrian or vehicle without a radio; or

(3) Measures authorized by the Administrator for controlling pedestrians and vehicles, such as signs, signals, or guards, when it is not operationally practical to have two-way radio communications between the tower and the pedestrian, vehicle, or escort;

(d) When an air traffic control tower is not in operation, or there is no air traffic control tower, provide adequate procedures to control pedestrians and ground vehicles in movement areas or safety areas through two-way radio communications or prearranged signs or signals;

(e) Ensure that all persons are trained on procedures required under paragraph (b) of this section prior to the initial performance of such duties and at least once every 12 consecutive calendar months, including consequences of noncompliance, prior to moving on foot, or operating a ground vehicle, in movement areas or safety areas; and

(f) Maintain the following records:

(1) A description and date of training completed after June 9, 2004 by each individual in compliance with this section. A record for each individual must be maintained for 24 consecutive months after the termination of an individual’s access to movement areas and safety areas.

(2) A description and date of any accidents or incidents in the movement areas and safety areas involving air carrier aircraft, a ground vehicle or a pedestrian. Records of each accident or incident occurring after the June 9, 2004 must be maintained for 12 consecutive calendar months from the date of the accident or incident.

[Doc. No. FAA–2000–7479, 69 FR 6424, Feb. 10, 2004, as amended by Amdt. 139–27, 78 FR 3316, Jan. 16, 2013]

§ 139.331 Obstructions.

In a manner authorized by the Administrator, each certificate holder must ensure that each object in each area within its authority that has been determined by the FAA to be an obstruction is removed, marked, or lighted, unless determined to be unnecessary by an FAA aeronautical study. FAA Advisory Circulars contain methods and procedures for the lighting of

obstructions that are acceptable to the Administrator.

§ 139.333 Protection of NAVAIDS.

In a manner authorized by the Administrator, each certificate holder must—

(a) Prevent the construction of facilities on its airport that, as determined by the Administrator, would derogate the operation of an electronic or visual NAVAID and air traffic control facilities on the airport;

(b) Protect—or if the owner is other than the certificate holder, assist in protecting—all NAVAIDS on its airport against vandalism and theft; and

(c) Prevent, insofar as it is within the airport's authority, interruption of visual and electronic signals of NAVAIDS.

§ 139.335 Public protection.

(a) In a manner authorized by the Administrator, each certificate holder must provide—

(1) Safeguards to prevent inadvertent entry to the movement area by unauthorized persons or vehicles; and

(2) Reasonable protection of persons and property from aircraft blast.

(b) Fencing that meets the requirements of applicable FAA and Transportation Security Administration security regulations in areas subject to these regulations is acceptable for meeting the requirements of paragraph (a)(1) of this section.

§ 139.337 Wildlife hazard management.

(a) In accordance with its Airport Certification Manual and the requirements of this section, each certificate holder must take immediate action to alleviate wildlife hazards whenever they are detected.

(b) In a manner authorized by the Administrator, each certificate holder must ensure that a wildlife hazard assessment is conducted when any of the following events occurs on or near the airport:

(1) An air carrier aircraft experiences multiple wildlife strikes;

(2) An air carrier aircraft experiences substantial damage from striking wildlife. As used in this paragraph, substantial damage means damage or structural failure incurred by an aircraft that adversely affects the struc-

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(e) When the Administrator determines that a wildlife hazard management plan is needed, the certificate holder must formulate and implement a plan using the wildlife hazard assessment as a basis. The plan must—

(1) Provide measures to alleviate or

tural strength, performance, or flight characteristics of the aircraft and that would normally require major repair or replacement of the affected component;

(3) An air carrier aircraft experiences an engine ingestion of wildlife; or

(4) Wildlife of a size, or in numbers, capable of causing an event described in paragraphs (b)(1), (b)(2), or (b)(3) of this section is observed to have access to any airport flight pattern or aircraft movement area.

(c) The wildlife hazard assessment required in paragraph (b) of this section must be conducted by a wildlife damage management biologist who has professional training and/or experience in wildlife hazard management at airports or an individual working under direct supervision of such an individual. The wildlife hazard assessment must contain at least the following:

(1) An analysis of the events or circumstances that prompted the assessment.

(2) Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences.

(3) Identification and location of features on and near the airport that attract wildlife.

(4) A description of wildlife hazards to air carrier operations.

(5) Recommended actions for reducing identified wildlife hazards to air carrier operations.

(d) The wildlife hazard assessment required under paragraph (b) of this section must be submitted to the Administrator for approval and determination of the need for a wildlife hazard management plan. In reaching this determination, the Administrator will consider—

(1) The wildlife hazard assessment;

(2) Actions recommended in the wildlife hazard assessment to reduce wildlife hazards;

(3) The aeronautical activity at the airport, including the frequency and size of air carrier aircraft;

(4) The views of the certificate holder;

(5) The views of the airport users; and

(6) Any other known factors relating to the wildlife hazard of which the Administrator is aware.

eliminate wildlife hazards to air carrier operations;

(2) Be submitted to, and approved by, the Administrator prior to implementation; and

(3) As authorized by the Administrator, become a part of the Airport Certification Manual.

(f) The plan must include at least the following:

(1) A list of the individuals having authority and responsibility for implementing each aspect of the plan.

(2) A list prioritizing the following actions identified in the wildlife hazard assessment and target dates for their initiation and completion:

- (i) Wildlife population management;
- (ii) Habitat modification; and
- (iii) Land use changes.

(3) Requirements for and, where applicable, copies of local, State, and Federal wildlife control permits.

(4) Identification of resources that the certificate holder will provide to implement the plan.

(5) Procedures to be followed during air carrier operations that at a minimum includes—

- (i) Designation of personnel responsible for implementing the procedures;
- (ii) Provisions to conduct physical inspections of the aircraft movement areas and other areas critical to successfully manage known wildlife hazards before air carrier operations begin;
- (iii) Wildlife hazard control measures; and
- (iv) Ways to communicate effectively between personnel conducting wildlife control or observing wildlife hazards and the air traffic control tower.

(6) Procedures to review and evaluate the wildlife hazard management plan every 12 consecutive months or following an event described in paragraphs (b)(1), (b)(2), and (b)(3) of this section, including:

(i) The plan's effectiveness in dealing with known wildlife hazards on and in the airport's vicinity and

(ii) Aspects of the wildlife hazards described in the wildlife hazard assessment that should be reevaluated.

(7) A training program conducted by a qualified wildlife damage management biologist to provide airport personnel with the knowledge and skills needed to successfully carry out the wildlife hazard management plan required by paragraph (d) of this section.

(g) FAA Advisory Circulars contain methods and procedures for wildlife hazard management at airports that are acceptable to the Administrator.

§ 139.339 Airport condition reporting.

In a manner authorized by the Administrator, each certificate holder must—

(a) Provide for the collection and dissemination of airport condition information to air carriers.

(b) In complying with paragraph (a) of this section, use the NOTAM system, as appropriate, and other systems and procedures authorized by the Administrator.

(c) In complying with paragraph (a) of this section, provide information on the following airport conditions that may affect the safe operations of air carriers:

(1) Construction or maintenance activity on movement areas, safety areas, or loading ramps and parking areas.

(2) Surface irregularities on movement areas, safety areas, or loading ramps and parking areas.

(3) Snow, ice, slush, or water on the movement area or loading ramps and parking areas.

(4) Snow piled or drifted on or near movement areas contrary to § 139.313.

(5) Objects on the movement area or safety areas contrary to § 139.309.

(6) Malfunction of any lighting system, holding position signs, or ILS critical area signs required by § 139.311.

(7) Unresolved wildlife hazards as identified in accordance with § 139.337.

(8) Nonavailability of any rescue and firefighting capability required in §§ 139.317 or 139.319.

(9) Any other condition as specified in the Airport Certification Manual or that may otherwise adversely affect the safe operations of air carriers.

(d) Each certificate holder must prepare and keep, for at least 12 consecutive calendar months, a record of each dissemination of airport condition information to air carriers prescribed by this section.

(e) FAA Advisory Circulars contain methods and procedures for using the NOTAM system and the dissemination of airport information that are acceptable to the Administrator.

§ 139.341 Identifying, marking, and lighting construction and other unserviceable areas.

(a) In a manner authorized by the Administrator, each certificate holder must—

(1) Mark and, if appropriate, light in a manner authorized by the Administrator—

(i) Each construction area and unserviceable area that is on or adjacent to any movement area or any other area of the airport on which air carrier aircraft may be operated;

(ii) Each item of construction equipment and each construction roadway,

which may affect the safe movement of aircraft on the airport; and

(iii) Any area adjacent to a NAVAID that, if traversed, could cause derogation of the signal or the failure of the NAVAID; and

(2) Provide procedures, such as a review of all appropriate utility plans prior to construction, for avoiding damage to existing utilities, cables, wires, conduits, pipelines, or other underground facilities.

(b) FAA Advisory Circulars contain methods and procedures for identifying and marking construction areas that are acceptable to the Administrator.

§ 139.343 Noncomplying conditions.

Unless otherwise authorized by the Administrator, whenever the requirements of subpart D of this part cannot be met to the extent that uncorrected unsafe conditions exist on the airport, the certificate holder must limit air carrier operations to those portions of the airport not rendered unsafe by those conditions.



FOR COUNCIL: February 23, 2015

SUBJECT: Ratification of Contract with ASSCME Local 699 for the Bloomington Public Library for the period of May 1, 2014 through April 30, 2017

RECOMMENDATION/MOTION: Recommend that the Contract be ratified and the Mayor and City Clerk be authorized to execute the necessary document.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives: 1d. City services delivered in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: In May 2014 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that would expire on April 30, 2014. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On January 21, 2015, the parties reached Tentative Agreement on the issues listed below. The Union has already ratified the Tentative Agreement.

Wages and Benefits

- May 1, 2014 wage increase of 2.25% with retroactivity.
- May 1, 2015 wage increase of 2.25%.
- May 1, 2016 wage increase of 2.25%
- One-time salary adjustment for Library Associate and Library Technical Assistant positions, said adjustment to be effective May 1, 2014.

Health Insurance

- Addition of Affordable Care Act Language

Term of Agreement

- 3 year Agreement

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and ASSCME Local 699 employees.

FINANCIAL IMPACT: The financial impact of the Tentative Agreements includes:

- Increase in wage tables by 2.25% effective May 1, 2014, increase in wage tables by 2.25% effective May 1, 2015, increase in wage tables by 2.25% effective May 1, 2016.

Estimated cost of these wage increases for employees during the term of the contract, excluding longevity increases, is approximately \$164,608.

Respectfully submitted for Council consideration.

Prepared by: Gayle Tucker, Library HR Manager

Reviewed by: Georgia Bouda, Library Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Contract

Motion: That the Contract be ratified and the Mayor and City Clerk be authorized to execute the necessary document.

Motion: Seconded by:

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

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AGREEMENT

Between

CITY OF BLOOMINGTON
BLOOMINGTON, ILLINOIS

and

BLOOMINGTON PUBLIC LIBRARY
BOARD OF TRUSTEES

and

LOCAL 699

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

BLOOMINGTON PUBLIC LIBRARY EMPLOYEES

MAY 1, 2014 – APRIL 30, 2017

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AGREEMENT

This Agreement made and entered into this 1st day of May, 2014, by and between the BOARD OF TRUSTEES, BLOOMINGTON PUBLIC LIBRARY (herein called the "Library"), CITY OF BLOOMINGTON, ILLINIOS (herein called the "City") (Library and City are jointly referred to as "Employer"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, AFL-CIO for and on behalf of LOCAL 699 (herein called the "Union"):

WITNESSETH:

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full and part-time employees of the Bloomington Public Library in the following positions: Two (2) Shelves; Library Assistant; Library Technical Assistant; Library Associate; Librarian 1, Custodian; excluding Library Director; Unit Manager; Librarian 2/Department Manager; Secretary; temporary employees; members of the Library Board; Mayor; and all other supervisory, confidential and managerial employees and all other employees excluded by law.

Section 1.2. New Classifications.

The Employer shall promptly notify the Union of its decision to create any and all new classifications. If the parties agree that the proposed new classification is a successor title to the classification covered by this Agreement, with no substantial change in duties, the Union and the Employer shall file a stipulated unit clarification petition with the Illinois State Labor Relations Board to ensure that the new classification becomes a part of this Agreement.

If the proposed new classification contains a significant part of the work now done by any of the classifications in the bargaining unit, or whose functions or community of interests are similar to those in the bargaining unit, the Union will notify the Employer within thirty (30) calendar days of its receipt of the Employer's notice, and the parties will then meet within fifteen (15) calendar days of such notice to review the position classification. If the Union and the Employer are able to reach agreement on the inclusion of the position classification in the unit, they shall submit a stipulated unit clarification petition to the Illinois State Labor Relations Board.

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Once the inclusion of the proposed position classification has been found appropriate by the Illinois State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification and its appropriate series and series placement. If no agreement is reached within thirty (30) calendar days of the date of the Illinois State Labor Relations Board decision, the Union may, within fifteen (15) calendar days, appeal the position classification as containing substantially the same duties as an existing position classification, the pay grade and/or the appropriate series to Arbitration.

The arbitrator shall determine the reasonableness of the proposed salary grade and relationship to:

- (a) the job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the bargaining unit;
- (b) like positions with similar job content and responsibilities within the labor market generally to the extent that salaries paid for them are consistent with other job classifications within the bargaining unit;
- (c) significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, posting and bidding procedures shall be in accordance with this Agreement.

Section 1.3. Seasonal Employees.

Seasonal employees shall receive not less than minimum wage nor more than the probationary rate for the type of work they are performing. If a seasonal employee is employed more than 585 hours or 9 months in any calendar year, he or she will be paid at the probationary rate and shall become a regular probationary employee. It is expressly agreed by the parties that seasonal employees are not part of the bargaining unit set forth in Section 1.1 of this Agreement and are not covered by any of the provisions of this Agreement. Seasonal employees will not be used in bargaining unit positions except in emergency situations, or temporary absences of a bargaining unit employee.

Section 1.4. Abolition or Merger of Job Classification.

The Employer shall notify the Union of its interest to establish new classifications, or abolish, or merge, or change existing classifications and shall negotiate with the Union over the impact of such.

Such negotiations shall include good faith impact bargaining as required under the State Labor Relations Act.

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ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check-off.

- (a) Deduction. The City of Bloomington agrees to deduct Union membership dues, assessments, P.E.O.P.L.E. deductions and Union sponsored benefit program contributions from the pay of those employees who individually request it. Requests shall be made on a form provided by the Union, which will set forth the sum of the separate deductions set forth in the previous sentence. The City of Bloomington will deduct the requested amount from the employee's pay. The City of Bloomington will not be required to itemize the separate components (dues, assessments, etc.) of an individual employee's deduction.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law. The aggregate deductions of all employees and a list of their names, addresses, last four digits of their social security numbers, full-time or part-time status, and the amount of hours worked shall be remitted semi-monthly to the Union at the address designated in writing to the City of Bloomington by the Union. The Union shall advise the City of Bloomington of any increase in dues and other deductions in writing at least fifteen (15) days prior to its effective date.

Dues deductions shall remain in effect until revoked in writing by the employee at any time.

- (b) Availability of Cards. The Union shall make available Union deduction cards to employees. The Union will be afforded an opportunity to meet with new employees during orientation or during their first week of employment.

Section 2.2. Fair Share Deductions.

- (a) Applicability. Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the City of Bloomington from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses, last four digits of their social security numbers, full-time or part-time status, and the amount of hours worked shall be remitted semi-monthly to the Union at the address designated in writing to the City of Bloomington by the Union. The Union shall advise the City of Bloomington of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.
- (b) Notice and Appeal. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 2.3. Indemnification.

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

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ARTICLE 3 HOURS OF WORK AND OVERTIME

Section 3.1. Application of This Article.

This Article shall not be construed as a guarantee or limitation of work per day or per week.

Section 3.2. Workweek.

The workweek for all full-time employees shall be thirty-eight (38) hours except custodian which shall be forty (40) hours per week. The Library's workweek begins on Sunday.

Section 3.3. Scheduling.

The Employer agrees to make a good faith effort to continue its present scheduling practices. It is understood by the parties that there will be variations in an employee's work schedule. Work schedules showing the employee's work days and hours shall be emailed to employees one (1) month in advance barring emergency situations. For rotating Sunday work, permanent full-time staff members who work on Sunday will receive the following Friday and Saturday off, unless two other days off within the calendar week are mutually agreed upon.

To allow for flexibility, requests for schedule changes will be honored unless operational needs prohibit. The library may make temporary work schedule changes with reasonable advance notice to affected employees. If an employee calls in sick or is otherwise absent from work on an unscheduled basis, when time permits, the supervisor shall ask qualified employees from that department to agree to work in place of the absent employee and adjust their schedule for the week. The most senior employee who agrees to do so will receive the shift. If no qualified employee can adjust their schedule and an employee is required to work, the least senior employee will be assigned to work the shift. If a full-time employee is required to work in place of the absent employee, the full-time employee will receive compensatory time or overtime pay (at the employee's discretion). The employer shall not change any full-time employee's work schedule in order to circumvent the payment of overtime.

Section 3.4. Breaks.

Employees who work six (6) hours or more in any workday shall be entitled to two (2) fifteen (15) minute uninterrupted breaks. Employees who work more than two (2) hours but less than six (6) hours in any workday shall be entitled to one (1) fifteen (15) minute uninterrupted break. The time of such break(s) shall be arranged by the employee and the employee's Department Manager.

Section 3.5. Meal Periods.

All employees shall be granted a one (1) hour unpaid, uninterrupted meal period during each work shift of six (6) or more consecutive hours. The meal period shall be scheduled approximately midway in the shift. Employees are expected to consistently take their one (1) hour meal breaks each working day. In an attempt to maintain flexibility, occasional exceptions may be granted with prior approval from the employee's manager, assuring the departmental needs are met, so that employees can use their mealtime to alter the time worked on a given day. These occasional exceptions will not become patterned and will not permanently change an employee's work schedule. If a more permanent schedule change has previously been approved for an employee (to

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allow for one six-hour work day per week, for example), the manager will honor the schedule but will retain the right to temporarily alter the schedule, based on departmental needs.

Section 3.6. Overtime.

Employees who work more than thirty-eight (38) hours in any work week (Custodian 40 hours), shall be compensated at one and one-half (1 ½) times their regular rate of pay. Overtime must be pre-approved by the Department Manager and the Director. The present practice of offering a differential to full time employees who work rotating Sundays shall continue.

Section 3.7. Compensatory Time.

An employee may choose to receive overtime payment in the form of compensatory time at the rate of time and one-half (1 ½) for the overtime hours worked. Such compensatory time shall be taken within ninety (90) calendar days of the time earned at a time convenient to the employee, consistent with the operating needs of the Library, and with prior approval of the Department Manager or Director.

Accrued compensatory time not used within ninety (90) calendar days of when it was earned shall be liquidated and paid in cash at the rate it was earned.

Section 3.8. No Pyramiding.

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

ARTICLE 4 HOLIDAYS

Section 4.1. Number of Holidays.

The following days are recognized as 8-hour holidays:

- New Year's Day
- Martin Luther King, Jr. Day (library will be open)
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

Section 4.2. Floating Holidays.

When a holiday falls on a full-time employee's regularly scheduled day off, he/she will receive a floating holiday which may be taken within 30 days prior or 30 days after the holiday, with prior approval of manager. The exception is MLK Jr. Day, which may be taken on or within 60 days after the actual observance of the holiday, with approval of manager. A floating holiday is an 8-hour day.

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Section 4.3. Eligibility Requirements.

Full-time employees shall be eligible for pay for any holiday, provided compensation has been paid for the last scheduled workday before and the first scheduled workday after the holiday.

Section 4.4. Holiday Pay.

Full-time employees who perform no work on a holiday shall suffer no loss of pay. Full-time employees who may be called in to work on a holiday for which the library is closed shall be compensated at a rate twice their normal earnings for hours worked. However, for Martin Luther King, Jr. Day, a holiday on which the library is open, there will be a Floating Holiday granted to full-time employees which may be taken on or within 60 days after the actual observance of the holiday.

Part-time employees, after two (2) years of continuous service, will receive holiday pay on a pro rata basis.

ARTICLE 5 VACATION

Section 5.1. Accrual and Eligibility.

All full-time employees shall accrue vacation in accordance with the following schedule:

Eighty (80) hours for the first year and 8 additional hours for each additional year of employment, up to 160 hours. An additional 16 hours will be granted on an employee's 16th anniversary, an additional 8 hours on an employee's 20th anniversary, and an additional 16 hours on an employee's 25th anniversary. The maximum number of accrued vacation is 200 hours.

- After 1 year, 80 hours (10 days)
- After 2 years, 88 hours (11 days)
- After 3 years, 96 hours (12 days)
- After 4 years, 104 hours (13 days)
- After 5 years, 112 hours (14 days)
- After 6 years, 120 hours (15 days)
- After 7 years, 128 hours (16 days)
- After 8 years, 136 hours (17 days)
- After 9 years, 144 hours (18 days)
- After 10 years, 152 hours (19 days)
- After 11 years, 160 hours (20 days)
- After 16 years, 176 hours (22 days)
- After 20 years, 184 hours (23 days)
- After 25 years, 200 hours (25 days)

Part-time employees, after two (2) years of continuous service, will accrue vacation on a pro rata basis.

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Section 5.2. Vacation Scheduling.

Vacations must be taken within the vacation year in which they are due unless an exception is granted by the Library Director. After the completion of a new employee's probationary period, up to 5 days vacation may be taken. Vacation shall be arranged in the employee's department with the employee's Department Manager on a first-come, first-served basis. All requests for leaves must be made on an absence request form (i.e. Blue Slip) and approved by a Department Manager in advance of the time off. When requesting three or more consecutive days, the employee's Department Manager will make a reasonable attempt to respond to vacation requests within five days from the date of the request. If an employee's immediate supervisor is not available, another Department Manager or the Director may be presented with the request.

Managers will not call in an employee who is on vacation or on regularly scheduled days off adjacent to a scheduled vacation to offer or mandate overtime.

Requests for vacation on the days listed below shall not be accepted more than six (6) months in advance. Requests for vacation on those days shall be granted on a first-come, first-served basis unless more than one employee in a department submits a request on the same day for the same day(s). In that event, the employee with the most seniority will be granted the vacation.

Saturday before Memorial Day
Saturday before Labor Day
Friday and Saturday after Thanksgiving
Day after Christmas

Vacation leave can be taken in fifteen (15) minute increments after the first half 1/2 hour.

Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Full-time employees may carry over, up to but no more than, twenty-four (24) hours of vacation time annually. Part-time employees who are eligible to receive vacation benefits will receive pro-rated vacation carryover, up to but no more than twelve (12) hours of vacation time annually. A written Vacation Carry-Over Request Form must be submitted to the Department Manager and then to the Director for approval before the employee's anniversary date, to be credited with the carryover.

Section 5.3. Holidays During Vacation.

In the event a paid holiday falls during an employee's vacation period, an employee eligible for holiday pay will receive holiday pay for the day and the charge against the employee's vacation time will be reduced accordingly.

Section 5.4. Vacation Rights in Case of Separation or Layoff.

Employees shall be paid for their accrued, unused vacation at separation of employment or in the event the employee is laid off.

ARTICLE 6 WAGES

Section 6.1. Wages.

Effective May 1, 2014, the rates of pay for all employees covered by this Agreement will be increased by 2.25% over the rate provided under the previous contract. The positions of full-time

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and part-time Library Associate and full-time and part-time Library Technical Assistant will receive a one-time salary adjustment exceeding 2.25% to bring the entry level rate of pay up to that of average entry level rates of pay for comparable area libraries. Said rate of pay incorporating longevity schedules is shown in Appendix "B" attached hereto.

The second (2nd) year of this agreement will have a base rate increase of 2.25%. Said new rate of pay incorporating longevity schedules is shown in Appendix "C" attached hereto.

The third (3rd) year of this agreement will have a base rate increase of 2.25%. Said new rate of pay incorporating longevity schedules is shown in Appendix "D" attached hereto.

To attract new Librarians with education and experience levels comparable to the incumbents leaving those positions, Management may hire Librarians at the five-year step of the longevity schedule if they have five (5) or more years of experience as a Librarian. Such an employee would progress to the ten-year step at the end of her/his fifth (5th) year, to the fifteen-year step at the end of her/his tenth (10th) year, etc. Such a new employee would not begin employment with five (5) years seniority; she/he would begin at zero (0) years seniority, the same as any other new hire.

Any employee who earns an LTA Associate's Degree while in an LTA position at the Bloomington Public Library will be advanced to the salary at the next step on the longevity schedule upon completion of the degree. Any new hire into an available LTA position that possesses an LTA Associate's Degree will be hired in at the five-year step of the longevity schedule.

ARTICLE 7 DISCIPLINE AND DISCHARGE

Section 7.1. Reason for Disciplinary Action.

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing); and
- (d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed within a reasonable time after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. Employees shall not be demoted for reasons unrelated to performance of her/his job.

Section 7.2. Manner of Discipline.

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 7.3. Grievances Involving an Employee's Discharge or Discipline Suspension.

Grievances involving an employee's discharge, demotion, or disciplinary suspension may be presented at Step 2 of the grievance procedure.

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Section 7.4. Union Representation.

An employee shall be informed of her/his right to Union representation at any investigatory meeting or any meeting at which discipline is to be imposed.

Whenever possible, the designated Union representative at the Library will receive written notification of any investigatory meeting or meeting at which discipline is to be imposed. At times, the need for a prompt investigation of an incident witnessed by an employee may preclude the furnishing of advanced written notice to the Union's designated representative prior to such investigation.

Section 7.5. Remedial Authority of Arbitrator in Disciplinary Cases.

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

Section 7.6. Consideration of Prior Discipline.

The weight to be given prior discipline shall depend upon the seriousness of the prior offense, its similarity to the offense for which discipline is being imposed, and the amount of time which has elapsed since the prior offense.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employee(s) against the Library involving the meaning, interpretation, or application of the express provisions of this Agreement. For purposes of this Section, "employee" shall include an employee acting in her/his capacity as a Union representative who raises a question involving an application of an express provision of the Agreement giving a right or benefit to the Union or over Library action which would constitute an unfair labor practice.

No grievance shall be entertained or processed unless it is submitted within ten (10) working days (Monday through Friday, non-holidays) after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrences of the event giving rise to the grievance.

A grievance shall be processed in the following manner:

STEP 1: An employee who has a grievance shall submit it in writing to her/his Department Manager. The Department Manager shall give her/his answer within five (5) working days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union to the Library Director within ten (10) working days after the Department Manager's answer in Step 1. A meeting between the Library Director or her/his representative, grievant, union representative (steward), and Council 31 staff

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representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Library Director or her/his representative and the Union. If no settlement is reached, the Library Director or her/his representative shall give the Library Director's written answer to the Union within five (5) working days following the meeting.

Section 8.2. Arbitration.

- (a) Selection of Arbitrator. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the Library Director's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the Library and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of her/his selection by a joint letter from the Library and the Union requesting that she/he set a date, subject to the availability of the Library and Union representatives. The hearing shall be held in the City of Bloomington, Illinois.
- (b) Arbitration Process. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Library and/or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Library.
- (c) Time Off. The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave her/his work to investigate, file, or process grievances without first notifying and making mutual arrangements with her/his Department Manager or designee and such arrangements shall not be denied unreasonably. Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance.
- (d) Pertinent Witnesses and Information. Except as provided above, either party may request the production of specific documents, books, papers, or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable law, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 8.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. She/he shall consider and decide only the specific issue submitted to her/him in writing by the Library and the Union, and shall have no authority to make a decision on any other issue not so submitted to her/him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing her/his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be

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based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agree to the facts of the grievance presented. The decision of the arbitrator shall be final and binding as provided by law.

Section 8.4. Expenses of Arbitration.

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

Section 8.5. Time Limits for Filing, Responding.

Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Arbitration.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice.

ARTICLE 9 SENIORITY

Section 9.1. Seniority.

Seniority, as established by this Article for both full and part-time employees, shall be the employee's last date of hire. Seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

Section 9.2. Seniority Lists.

The employer shall furnish seniority lists for full and part-time employees to the Union twice per year. The list provided shall include the employee's name, classification, and seniority order.

Section 9.3. Application of Seniority.

In cases of promotions, layoff, recalls, and job assignments where employees are substantially equal in ability, seniority shall be the determining factor.

Section 9.4. Termination.

Senior shall be terminated when an employee:

- (a) voluntarily resigns;
- (b) is discharged;
- (c) is absent for three (3) consecutive days without notifying the Library;
- (d) fails to report to work after layoff within three (3) days after she/he has been notified to report to work, provided, however, that upon request made within the three (3) day period, the Library may grant an extension of time for good cause; or

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- (e) is laid off for a period of two (2) years.

Section 9.5. Probation Period.

The first six (6) months of service shall constitute the probationary period which may be extended an additional three (3) months by the Library Director for good cause. During this probationary period, any original employee may be dismissed by the Library Director for any reason not prohibited by law without the right to grieve.

Section 9.6. Layoff.

In the event of a reduction in the working force which is expected to last for more than one (1) week, employees shall be laid off in the inverse order of their seniority within the job classification, providing however, that part-time employees shall be laid off first. The Library shall give laid-off employees fifteen (15) days written notice of the layoff, except for an emergency. Employees shall be recalled from layoff according to the order of their layoff by letter. The employee is required to keep the Employer informed of the employee's current address and/or phone number. The employee recalled shall have five (5) working days to give notice of her/his intention to return to work.

Section 9.7. Transfer of Bump to Avoid Layoff.

Employees displaced by the elimination of jobs, through consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment of replacement of existing facilities, the development of new facilities or for any other reasons shall be permitted to exercise their seniority rights to transfer or bump to any other job in an equal or lower rated classification for which they are qualified in the bargaining unit, provided however, that part-time employees may only bump other part-time employees.

ARTICLE 10 FILLING OF VACANCIES

Section 10.1. Definition of a Permanent Vacancy.

For the purposes of this Article, a permanent vacancy is created:

- (a) when the Library determines to increase the work force and to fill the new position(s);
- (b) when any of the following transactions take place and the Library determines to replace the previous incumbent: terminations, transfers, promotions, demotions and related transactions provided that nothing in this Section creates any obligation to replace the previous incumbent.

Section 10.2. Posting.

Permanent vacancies shall be posted for bid on the appropriate bulletin boards for a period of five (5) working days. The bid notice shall state the position, the work assignment qualifications, and the rate of pay for such job. Any qualified bargaining unit employee may bid on such position.

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Section 10.3. Selection.

Permanent vacancies shall be filled by the application of the provisions of this Article and Article 9, Seniority. Where both full and part-time employees bid on a job, in applying the seniority principle, seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

Section 10.4. Temporary Assignment.

An employee who is assigned work in a higher paying classification for a period of one (1) consecutive week or longer shall be paid at the higher rate for all time spent performing such work. An employee assigned work in a lower paying classification shall not lose pay for performing such work. The Library shall not split duties or rotate or reassign other employees to any specific temporary assignment for the purpose of circumventing its obligation to pay an employee at the higher rate of pay.

Section 10.5. Probation on Promotion or Transfer.

Any employee who accepts a promotion or transfer to another position within the bargaining unit in accordance with the provisions of this Article shall be on probation in such position for a period of ninety (90) calendar days. Any time loss in excess of five (5) working days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. During the probationary period, if the employee fails to demonstrate her/his ability to perform the work involved, she/he shall be transferred back to the position or position classification she/he vacated, displacing the employee, if any, who replaced her/him without loss of seniority. During the ninety (90) calendar day period, the employee may voluntarily return to the position or position classification which she/he vacated, displacing the employee, if any, who replaced her/him without loss of seniority.

ARTICLE 11 TRAINING AND EDUCATION

Section 11.1. Conferences, Workshops, Seminars, and Conventions.

Employees who are requested by the Library to attend a conference, workshop, seminar, or convention, shall have travel, meal, registration, and other direct expenses paid by the Library in addition to being granted a paid leave of absence for the period necessary for such attendance. Travel time shall be considered as time worked to the extent required by the Fair Labor Standards Act.

Guidelines are as follows:

- (1) Priority of Staff:
 - (a) staff members that have a direct job related concern with the subject of the conference or agenda of the meeting;
 - (b) staff participating in and members of professional organizations;
 - (c) staff that are members of professional organizations;
 - (d) all others.
- (2) Priority of Meetings:
 - (a) local and regional meetings sponsored by public libraries or public library systems;

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- (b) Illinois Library Association, Annual Conference;
- (c) American Library Association, Annual Conference;
- (d) all others.

Official travel allowance will be at the current IRS rate per mile for personal automobiles used. Other direct expenses such as registration, parking, etc. will be paid at actual cost. Travel by other than personal automobile will be paid at actual cost. Library vehicles must be used, if available. Meals will be paid in accordance with the Library Personnel Code.

All payments provided for in this Section are subject to availability of funds. Nothing in this Section requires any particular level of funding for training or education or shall be construed as a guarantee of the right to attend any programs, conferences, workshops, conventions, or seminars.

Section 11.2. Academic Course Work.

Subject to the availability of funds, the Library may pay the tuition of permanent full-time employees who have at least one (1) year of continuous service for job or library related course work.

Employees must receive the Library Director's approval in advance of enrollment. Such approval shall not be unreasonably withheld.

Any employee who leaves the Library within one (1) year of completing a course will refund the Library the amount paid for the course or reimbursed by the Library. This sum may be withheld from the final paycheck.

a. Tuition Reimbursement

At the end of the course, the employee will reimburse the Library according to the following schedule:

- 0% for a grade "A"
- 25% for a grade "B"
- 50% for a grade "C"
- 100% for a grade "D" or lower

The Library will reimburse employees who themselves paid for job related courses according to the following schedule:

- 100% for a grade "A"
- 75% for a grade "B"
- 50% for a grade "C"
- 0% for a grade "D" or lower

b. Leave for Library Related Course Work

After completing one (1) year of service, an employee may request use of leave time to attend Library related course work of academic credit which, even after work schedules are rearranged by mutual agreement, cannot be scheduled during non-work time. The time off shall be charged to earned leave time in the following order:

- (a) compensatory time
- (b) vacation time

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(c) personal leave

Approval for this leave will be at the discretion of the Library Director. Such approval will not be unreasonably withheld.

Section 11.3. Non-Credit Classes.

All full-time employees shall be given the opportunity to take job related non-credit classes (e.g. Heartland Community College Community Education classes, Alliance Library System's Continuing Education classes) subject to the availability of funds and arrangements of work schedules. Class schedules shall be made available by the Library. Employees must receive approval from their Department Manager. Such approval shall not be unreasonably withheld. If an employee who is still employed at the Library does not complete the class, she/he will be required to reimburse the Library for the cost of the class in lieu of discipline. If the employee is no longer a Library employee, no reimbursement will be required. This provision applies whether the class was taken at the request of the employee or the Library.

ARTICLE 12 SICK LEAVE

Section 12.1. Sick Leave Accrual.

Effective upon the signing of this Agreement, all full-time employees shall accrue sick leave to a maximum of 960 hours which shall be paid at full pay during time of illness. This benefit shall be accrued by new employees at a rate of 20 hours per month for her/his first twelve (12) months of employment, after which it shall accrue at a rate of 8 hours per month up to a maximum of 960 hours less sick leave used.

Sick leave can be taken in fifteen (15) minute increments after the first half (½) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Whenever an employee uses more than 152 hours, leaving less than eighty (80) hours of sick leave by reason of one or more serious health conditions, defined as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, residential medical care facility or continuing treatment by a physician, the employee, upon return to work, shall accrue sick leave at the rate of 20 hours per month until he/she has accrued the amount of sick leave he/she had available before the serious health condition or conditions. In order to be eligible to receive sick leave rapid accrual, an employee returning to work must present to her/his Department Manager a certificate from a reputable physician licensed in the state where medical treatment was provided that she/he personally treated said employee for the sickness which kept her/him from work and that the physician personally knew the employee was unable to perform the duties of her/his employment during the entire absence from work. The certificate may be waived at the discretion of the Department Manager. The employee shall receive full pay during the time of said absence, provided that paid leave time is available, if the absence is certified by the attending physician as being the result of an incapacitation and if it is so recognized in writing by the Department Manager and the Library Director. Employees are eligible to receive rapid accrual once during their career (most recent date of hire).

An employee who is unable to report to work because of illness shall contact her/his Department Manager as soon as practical. The Library Director shall have the right to contact any employee during the course of the first day of absence or any subsequent days of absence due to illness. Any employee who cannot be contacted by the Library Director during her/his absence and

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after diligent effort on the Library's part, will have to show the Library Director due reason for the inaccessibility before the days of absence will be compensated.

The Library will maintain complete and up-to-date records on all employees as regards to their health, sick leave record, job injury record, or any other information as deemed appropriate by the Library Director.

Employees will be notified not less than once per month of the amount of sick leave accumulated.

Section 12.2. Sick Leave Buy Back Program.

All employees hired prior to May 1, 1997 will be grandfathered to the current contract language as regards Sick Leave Buy Back. Bargaining unit employees who retire or leave the employment of the library under honorable circumstances and with twenty (20) or more continuous years of service and at age 55 may choose to be paid at their final rate of pay for all accumulated unused sick leave according to the following schedule:

<u>Total Hours Available</u>	<u>Percentage</u>
Less than 400	0%
400-499	50%
500-599	55%
600-699	60%
700-799	65%
800 or more	70%

All employees hired from 5/1/97 through 4/30/10 who are at least 55 years of age, with twenty (20) or more years of service as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

Less than 400 Hours	0%
Next 100 Hours (400-499)	50%
Next 100 Hours (500-599)	55%
Next 100 Hours (600-699)	60%
Next 100 Hours (700-799)	65%
Next 161 Hours (800-960)	70%

Employees hired after 4/30/10 are ineligible for sick leave buyback upon retirement or other separation from employment.

Section 12.3. IMRF Creditable Service Credits.

The Library and the Union agree that IMRF Creditable Service Credits shall be retroactive to March, 1995.

Employees who have accumulated the maximum sick leave accrual of one hundred twenty (120) days (960 hours) may continue to accrue, for Illinois Municipal Retirement Fund creditable services purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such additional accrual over one hundred twenty (120) days (960 hours) shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days (960 hours) is required to use sick leave which reduced the one

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hundred twenty (120) day (960 hours) amount, the amount of sick leave available for IMRF purposes shall not be reduced, but shall not begin accruing again until such point as the employee has again accrued one hundred twenty (120) days (960 hours) of sick leave.

ARTICLE 13 LEAVES OF ABSENCE

Section 13.1. Leave Without Pay.

The Library Director may grant a full-time employee or a part-time employee with five (5) or more years of continuous service a leave without pay for a period not to exceed one (1) year when it is in the interest of the Library to do so, provided that if a full-time employee requests a leave of absence without pay to take another position with the Library not covered by this Agreement, the Library Director shall grant a leave of absence for as long as the employee is in the probationary status of said position. During the employee's approved leave of absence, her/his position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee. At the expiration of the leave without pay, the employee has the right to and shall be reinstated to the position she/he vacated if the position still exists; or if not, to any vacant position in the same class.

A leave without pay up to seven (7) days shall be granted if prior request is made to the Department Manager by the employee at least five (5) working days in advance and the employee's absence would not disrupt operations.

All requests for leaves of absence without pay shall be made in writing.

Section 13.2. Bereavement Leave.

Employees are paid straight time earnings for time lost, up to three working days, to grieve and/or attend or prepare for the funeral of a member of the immediate family. An immediate family member is defined as an employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, or father-in-law. The library realizes that individuals may be deeply affected by the loss of someone other than these relatives and will consider each request for bereavement leave on an individual basis. Extenuating circumstances will be considered on an individual basis.

In the event of the death of an employee, at the discretion of the Director, employees may be granted time to attend the visitation and/or funeral service. Employees who are needed to serve as a pall bearer at a funeral in McLean County shall be excused from work without loss of pay to attend the service.

Section 13.3. Personal Leave.

After twelve (12) months of consecutive employment, all full-time employees shall be granted 24 hours of personal leave. Personal leave can be taken in fifteen (15) minute increments after the first half (1/2) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours; etc.

Part-time employees, after two (2) years of continuous service, will accrue personal leave on a pro rata basis.

During the first year of full-time employment only, personal leave shall accrue until it equals the amount of time provided in this Section.

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Section 13.4. Family Emergency Leave.

In all cases where there is an emergency situation and/or illness which requires the presence of an employee, that employee may be granted enough time off duty, at the discretion of the Department Manager or Library Director, so she/he may leave and make arrangements to get help to stay with her/his family, or otherwise arrange to alleviate the emergency situation. When the emergency situation extends beyond one (1) twenty-four (24) hour period of time, permission to be absent from work will have to be secured from the Library Director or Department Manager for every twenty-four (24) hour period thereafter. In any case where an employee has taken more than three (3) family emergency leave days in any given fiscal year, the fourth (4th) day will be deducted from the employee's accrued sick leave days. Family emergency leave is not cumulative.

Section 13.5. Civil Leave.

Employees shall be given time off without loss of pay when performing jury duty, performing emergency civilian duty in connection with a national or local emergency, and for the purpose of voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work. In the case of Jury Duty, employees duly summoned for Jury Duty shall show proof of summons as soon as possible to the employer and request leave if desired. If excused from jury duty before the end of the work shift, the employee is expected to report back to work unless previous arrangements have been made. Otherwise, the employee should report back at the beginning of his/her next work shift. If an employee is scheduled for an evening shift, he/she is expected to report back to work or switch shifts with another qualified employee in advance. Also in the case of Jury Duty, all fees received other than meal or travel allowances shall be returned to the Library.

Section 13.6. Service-Connected Injury.

An employee who suffers an on-the-job injury shall be allowed full pay during the first three (3) working days without the utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury becomes the subject of an award by the Industrial Commission, the employee shall reimburse the Employer the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers on on-the-job injury shall not be required to utilize any accumulated sick days prior to being granted an injury leave under Section 13.7 below.

Section 13.7. Illness or Injury Leave.

Employees who have utilized all their accumulated sick leave days (except as provided in Section 13.6 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive a disability leave not to exceed one (1) year from the onset of the disability. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of another state. Such verification shall show the diagnosis, prognosis, and expected duration of the disability; such verification shall be made no less than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Library in writing the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. The Library will not arbitrarily deny such leave request.

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Section 13.8. Treatment of Seniority.

Any nonprobationary employee shall retain and continue to accumulate seniority while on leaves provided for under this Article.

Section 13.9. Employee Rights After Leave.

At the expiration of any leave provided for in this Article, the employee has the right to and shall be reinstated to the position she/he vacated if the position still exists; or if not, to any other vacant position in the same class.

Section 13.10. Failure to Return from Leave.

Failure to return from a leave of absence within three (3) days after the expiration date thereof may be cause for discharge unless the Library Director, in her/his discretion, determines that it was impossible for the employee to so return.

Section 13.11. Notification of Leave.

Notification of balances of vacation, personal, and sick leave shall be provided to the employee once per month.

ARTICLE 14 INSURANCE

- (a) All benefited employees will move to the Wellness PPO Plan through Blue Cross or the Wellness Health Alliance HMO effective January 1, 2012.
- (b) The Employer agrees to pay seventy-five percent (75%) of the health insurance premium for benefited employees with "Single" coverage.
- (c) The Employer agrees to pay seventy-five percent (75%) of the full health insurance premiums for benefited employees with "Employee + One" and "Family" coverage.
- (d) The Employer agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage, and fifty percent (50%) of the dental insurance premium for dependent coverage for dental insurance for all benefited employees under the City of Bloomington Health Care Plan.
- (e) The Employer agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage, and fifty percent (50%) of the vision insurance premium for dependent coverage for vision insurance for all benefited employees under the City of Bloomington Health Care Plan.
- (f) In any year in which the total amount of group insurance benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the Employer shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plan.
- (g) No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraphs.

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act ("ACA") and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for

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high-cost coverage (“Cadillac Tax”) under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City’s Group Health Insurance, Dental and Vision plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes, or their substantial equivalents, are instituted for all other City unrepresented employees.

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

ARTICLE 15 UNIFORMS

Custodians will be required to wear a uniform shirt with proper identification. The Library will furnish the following uniforms for each of the Custodial positions in the proper size:

- 1 pair Carhartt-type Coveralls
- 5 Work Shirts with Identification

The type/style of shirts will be decided by the Labor-Management Committee.

ARTICLE 16 NO STRIKE AND NO LOCKOUT

Section 16.1. No Strike.

During the term of this Agreement, there shall be no strikes, work stoppages, sympathy strikes or slowdowns. No officer or representative of the Union shall authorize, institute, instigate, aid, or condone any such activities.

Section 16.2. No Lockout.

No lockout of employees shall be instituted by the Employer or their representative during the term of this Agreement.

ARTICLE 17 PERFORMANCE REVIEWS

Section 17.1. Informal Conferences.

The Union and the Employer encourage periodic informal performance review conferences between the employee and her/his Department Manager to discuss work performance, job satisfaction, work-related problems, and the work environment.

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Section 17.2. Written Performance Reviews.

Written Performance Reviews shall be prepared by the employee's Department Manager who is outside the bargaining unit and who either has firsthand knowledge of the employee's work or has discussed and received recommendations from someone who does. The Performance Review shall be limited to the employee's performance of the duties assigned and factors related thereto. The Performance Review shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the Performance Review as a recognition of having read it. Such signatures shall not constitute agreement with the Performance Review.

ARTICLE 18 PERSONNEL RECORDS

Section 18.1. Personnel Records.

The official personnel record shall be maintained at the Library. The personnel record shall be made available during regular business hours for an employee and/or her/his designee to review. However, the record shall not be removed from the Library, nor shall any documents in the record be altered or removed from the file. Employees may contribute documents to their record that relate to their performance and accomplishments.

Section 18.2. Right of Inspection and Copies.

Employees will be granted the right to inspect their personnel records under the following procedures:

- (1) Any employee who wishes to inspect her/his personnel record must submit, in writing, her/his request to the person in charge of the record; the request shall not be unduly repetitious.
- (2) The inspection shall be granted to the employee within seven (7) working days from the receipt of the request.
- (3) The employee may make a copy of any material contained in her/his file.

Section 18.3. Employee Representation.

An employee may designate, in writing, a representative to inspect her/his personnel records and to make copies of pertinent information.

Section 18.4. Disciplinary Records.

Written notice will be mailed to the employee's last reported address on or before the day a disciplinary report, letter, reprimand, or other documentation is released to an external third party. This requirement will be waived if:

- (a) the disclosure is ordered in a legal action;
- (b) information is requested by a government agency to substantiate an employee's claim or complaint;
- (c) the employee waives this right in writing.

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Section 18.5. Disagreement With Content; to Comment.

If an employee disagrees with the information contained in the personnel record, it will be modified or removed by mutual agreement, or the employee may submit a written statement explaining her/his position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

ARTICLE 19 LABOR-MANAGEMENT COMMITTEE

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, representatives of the Library shall meet with the appropriate Union committee representing the bargaining unit. Meetings shall be scheduled if either side feels it is needed. Meetings will be at a time, place, and date mutually agreed upon. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. These meetings may be attended by an AFSCME staff representative.

ARTICLE 20 UNION RIGHTS

Section 20.1. Union Activity During Working Hours.

Employees shall, after giving appropriate notice to their Department Manager, be allowed reasonable time off without loss of pay during working hours to attend grievance hearings, labor/management meetings, and any other meetings and/or activities established by this Contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants.

Section 20.2. Access to Premises by Union Representatives.

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitation shall be for the reason of the administration of the Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve, or clarify a problem.

Section 20.3. Time Off For Union Activities.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or International conventions, workshops, and other training meetings, provided such representative(s) shall give reasonable notice to her/his Department Manager of such absence. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such without pay.

Section 20.4. Union Bulletin Board.

The Library shall provide a bulletin board for the exclusive use of the Union, provided that such bulletin board shall not be for the posting of messages which are inflammatory or disruptive of harmonious relations.

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Section 20.5. Union Meetings on Library Premises.

The Library agrees to allow appropriate meeting rooms to be used for Union meetings upon prior notification by the designated Union representative, subject to availability.

Section 20.6. Union Orientation.

The Union will be afforded an opportunity to meet with new employees once per quarter for up to sixty (60) minutes to attend such orientation. If an employee is already scheduled to work during the orientation time, they are paid to attend. Those not already scheduled to work during the orientation time may attend on their own time if they wish to attend the meeting.

ARTICLE 21 MANAGEMENT RIGHTS

It is recognized that the Library has and will continue to retain the rights and responsibilities to direct the affairs of the Library in all of its various aspects. Among the rights retained by the Library are the Library's rights to direct the working forces; to plan, direct, and control all the operations and services of the Library; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 22 NON-DISCRIMINATION

Section 22.1. Prohibition Against Discrimination.

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, disability, political affiliation and/or beliefs, sexual orientation, or other non-merit factors as provided by law.

Section 22.2. Union Activity.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq. (P.A. 83-1012) or by this Agreement, or on account of membership on nonmembership in, or on account of participating or not participating in lawful activities on behalf of the Union.

ARTICLE 23 WELFARE TO WORK

No AFSCME represented position will be displaced, laid off, hours reduced, or otherwise reduced in pay as a result of any Welfare to Work initiative.

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ARTICLE 24 CDL POLICY

The Library will pay for the difference in the cost of obtaining a Commercial Drivers' License and a Class D license. This amount, net of the regular renewal rate, will be paid each time a new or renewed CDL is required. The Library will not demand reimbursement of these amounts from CDL employees who cease employment with the Library.

A new employee in the Outreach Department will have 60 working days in which to successfully obtain a CDL. If the license is not obtained with 60 working days, this will be cause for termination of a newly hired employee. An in-house employee who does not receive their CDL in 60 working days will be able to return to their previous position as governed by the union contract, Section 10.5. Section 10.5 will be adhered to with the additional stipulation of the 60 day requirement to obtain a CDL.

Bargaining unit CDL employees who fail a drug or alcohol test will be terminated after a second failed drug test.

Any bargaining unit CDL employee who is assigned to the bookmobile and works on the bookmobile shall be paid at the rate of one dollar (1.00) per hour for each hour or portion thereof (in increments of fifteen minutes, rounded to the nearest increment) worked by the CDL employee on the bookmobile. This amount will be paid in addition to the CDL employee's present base rate of pay. The time shall be calculated beginning at the time the CDL employee leaves the Library garage and terminating when the CDL employee returns to the Library garage.

Bargaining unit CDL employees shall submit to their supervisor, on a weekly basis, a written confirmation of the amount of on-road hours (or portions thereof) worked by the CDL employee during each week. Such written confirmations will normally be submitted on Monday. If the supervisor agrees with the report of hours worked submitted by the CDL employee, she/he shall approve payment for such hours (or portions thereof) to the CDL employee in the amounts set forth above and she/he shall sign the written confirmation. If she/he does not agree with the report of hours worked, she/he will meet with the CDL employee and will discuss with the CDL employee what the supervisor believes an accurate summary of hours worked should be. If the supervisor and the CDL employee cannot agree on the number of hours worked by the CDL employee, the CDL employee may initiate the grievance arbitration procedures set forth in the collective bargaining agreement between the parties.

The parties recognize that a delay between the time a confirmation of hours is submitted by the CDL employee and the date that compensation for such hours worked by such CDL employees on the bookmobile will occur. The Library and the City agree to use their best efforts to compensate full-time CDL employees no later than three weeks after the date their confirmation of hours is submitted by the CDL employee, and to compensate part-time CDL employees no later than two weeks after the date the confirmation of hours is submitted by the CDL employee.

In the event the library purchases a bookmobile that does not require a CDL to drive, Management will have the right to bargain Article 24 at that time.

ARTICLE 25 SUBCONTRACTING

It is the general policy of the Library to continue to utilize its employees to perform work they are qualified to perform. However, the Library reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the Library changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the Library will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a

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decision. The Library will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the Library will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the Library's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the Library's actions. If the Library decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 9.6 and 9.7 will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the Library. The Library shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the Library's decision.

ARTICLE 26 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet as soon as practicable to renegotiate the provision to eliminate its illegality or unenforceability.

ARTICLE 27 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 28 TERMINATION

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

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

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IN WITNESS WHEREOF, the parties hereto have set their hands this 17th day of February, 2015.

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LOCAL 699, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 31

/s/ _____

/s/ _____

/s/ _____

/s/ _____

BOARD OF TRUSTEES
BLOOMINGTON PUBLIC LIBRARY

/s/ _____

/s/ _____

/s/ _____

/s/ _____

CITY OF BLOOMINGTON

/s/ _____

/s/ _____

/s/ _____

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APPENDIX "A" – MEMORANDUM OF UNDERSTANDING

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY on this day, June 7, 2005, that the Library will be closed the Sunday before Memorial Day and the Sunday before Labor Day each year or until either party chooses to bring the subject to the bargaining table. These days are not paid holidays and schedules will need to be arranged with the Department Managers to ensure staff works their complete workweek during the two weeks affected by the closings.

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APPENDICES
WAGE TABLES

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY that the following positions will be removed from the wage tables; however, the job classifications will remain in Section 1.1, Recognition, in the event these positions become necessary in the future:

- Full Time Shelver
- Full and Part Time Library Assistant (*)
- Full and Part Time Library Associate II

Due to position mergers in previous contracts, we no longer have these positions.

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APPENDIX "B" – WAGE TABLE

MAY 1, 2014 – APRIL 30, 2015

LIBRARY WORKERS – AFSCME LOCAL 699
SALARY AND WAGE SCALE

HOURLY WAGES FOR FULL TIME EMPLOYEES

POSITION	BASE	5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
		5%	7%	9%	11%	13%	15%
Library Asst.	13.98	14.68	14.96	15.24	15.52	15.80	16.07
Custodian	13.97	14.67	14.95	15.23	15.50	15.79	16.06
LTA	16.36	17.18	17.51	17.83	18.16	18.49	18.81
Lib. Assoc. I	18.25	19.16	19.53	19.89	20.26	20.62	20.99
Librarian	22.78	23.92	24.38	24.84	25.30	25.73	26.19

HOURLY WAGES FOR PART TIME EMPLOYEES

Shelver	8.96	9.41	9.58	9.76	9.95	10.11	10.30
Library Asst.	10.59	11.12	11.34	11.55	11.77	11.97	12.18
Custodian	11.71	12.30	12.54	12.76	13.00	13.23	13.47
LTA	13.90	14.60	14.87	15.15	15.43	15.71	15.99
Lib. Assoc. I	15.29	16.05	16.36	16.67	16.97	17.27	17.58
Librarian	19.26	20.24	20.62	20.99	21.38	21.77	22.17

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APPENDIX “C” – WAGE TABLE

MAY 1, 2015 – APRIL 30, 2016

LIBRARY WORKERS – AFSCME LOCAL 699
SALARY AND WAGE SCALE

HOURLY WAGES FOR FULL TIME EMPLOYEES

POSITION	BASE	5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
		5%	7%	9%	11%	13%	15%
Library Asst.	14.29	15.01	15.30	15.58	15.87	16.16	16.43
Custodian	14.28	15.00	15.29	15.57	15.85	16.15	16.42
LTA	16.73	17.57	17.90	18.23	18.57	18.91	19.23
Lib. Assoc. I	18.66	19.59	19.97	20.34	20.72	21.08	21.46
Librarian	23.29	24.46	24.93	25.40	25.87	26.31	26.78

HOURLY WAGES FOR PART TIME EMPLOYEES

Shelver	9.16	9.62	9.80	9.98	10.17	10.34	10.53
Library Asst.	10.83	11.37	11.60	11.81	12.03	12.24	12.45
Custodian	11.97	12.58	12.82	13.05	13.29	13.53	13.77
LTA	14.21	14.93	15.20	15.49	15.78	16.06	16.35
Lib. Assoc. I	15.63	16.41	16.73	17.05	17.35	17.66	17.98
Librarian	19.69	20.70	21.08	21.46	21.86	22.26	22.67

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APPENDIX "D" – WAGE TABLE

MAY 1, 2016 – APRIL 30, 2017

LIBRARY WORKERS – AFSCME LOCAL 699
SALARY AND WAGE SCALE

HOURLY WAGES FOR FULL TIME EMPLOYEES

POSITION	BASE	5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
		5%	7%	9%	11%	13%	15%
Library Asst.	14.61	15.35	15.64	15.93	16.23	16.52	16.80
Custodian	14.60	15.34	15.63	15.92	16.21	16.51	16.79
LTA	17.11	17.97	18.30	18.64	18.99	19.34	19.66
Lib. Assoc. I	19.08	20.03	20.42	20.80	21.19	21.55	21.94
Librarian	23.81	25.01	25.49	25.97	26.45	26.90	27.38

HOURLY WAGES FOR PART TIME EMPLOYEES

Shelver	9.37	9.84	10.02	10.20	10.40	10.57	10.77
Library Asst.	11.07	11.63	11.86	12.08	12.30	12.52	12.73
Custodian	12.24	12.86	13.11	13.34	13.59	13.83	14.08
LTA	14.53	15.27	15.54	15.84	16.14	16.42	16.72
Lib. Assoc. I	15.98	16.78	17.11	17.43	17.74	18.06	18.38
Librarian	20.13	21.17	21.55	21.94	22.35	22.76	23.18



FOR COUNCIL: February 23, 2015

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

RECOMMENDATION: Recommend 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 Memorial Day, Labor Day Bike Jaycee Criterium Bike Race 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: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Brian Mohr, Fire Chief
Jim Karch, Director of Public Works
Brendan Heffner, Police Chief

Reviewed as to legal sufficiency: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution

Motion: That the Resolution be adopted.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

RESOLUTION NO. 2015 - ____

**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 or authorized flaggers, 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, 2015.

ADOPTED this 23rd day of February, 2015.

APPROVED this ___ day of February, 2015.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: February 23, 2014

SUBJECT: Application of Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans Pkwy., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That a GPBS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans, 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 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans Pkwy., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only 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 and Renee Gooderham, Chief Deputy Clerk and Andrew Cochran, Hy-Vee Store Director, applicant representative.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and noted this request was for the second (2nd) liquor license.

Commissioner Jordan questioned Hy-Vee C-store management. Andrew Cochran, Hy-Vee Store Director, addressed the Commission. The C-store would have different managers from those at the grocery store/restaurant. Same would require BASSETT (Beverage Alcohol Sellers and Servers Education) certification.

Commissioner Jordan questioned minimum employment age. Mr. Cochran stated eighteen (18).

Commissioner Tompkins questioned whether single serve alcoholic beverages. Mr. Cochran responded affirmative.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to Council that GPBS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee located at 1403 N. Veterans Pkwy., be approved contingent upon compliance with all health safety codes.

Motion carried (viva voce).

Commissioner Renner stated that this item would appear on the Council's February 23, 2015 Consent Agenda. He encouraged them to attend same.

There being no further business before the Commission, the meeting recessed at 4:14 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on February 2, 2015 in accordance with City Code. In accordance with City Code, approximately 64 courtesy copies of the Public Notice were mailed on February 2, 2015. In addition, the Agenda for the February 10, 2015 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: Annual fee for a GPBS liquor license is \$1180.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: George D. Boyle, Corporation Counsel

Recommended by



Tari Renner
Mayor

Attachments: Attachment 1. Creation of New License - Findings

Motion: That a GPBS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans Pkwy, be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: February 23, 2015

SUBJECT: Application of Hy-Vee, Inc., d/b/a Hy-Vee located at 1403 N. Veterans Pkwy., requesting an RAPS 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 packaged alcohol for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That an RAPS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee, located at 1403 N. Veterans Pkwy, 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 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Hy-Vee, Inc., d/b/a Hy-Vee located at 1403 N. Veterans Pkwy., requesting an RAPS 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 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 and Renee Gooderham, Chief Deputy Clerk and Andrew Cochran, Hy-Vee Store Director, applicant representative.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and noted that Hy-Vee had two (2) requests for liquor license. Andrew Cochran, Hy-Vee Store Director, addressed the Commission. Mr. Cochran stated the RAPS liquor license would be used for the grocery store and restaurant. The restaurant will be known as Hy-Vee Market Grill and would operate similar to Applebee's. There will be a hostess located at the front handling seating and a full bar available for consumption.

Commissioner Tompkins questioned two (2) applications. Mayor Renner clarified that the requests were for two (2) different locations, requiring two (2) licenses.

Commissioner Tompkins noted the location of a larger alcohol retailer. Mr. Cochran acknowledge same.

Commissioner Jordan questioned precautions taken to separate the restaurant and grocery store. Mr. Cochran responded that essentially the grocery store and restaurant were two (2) separate

spaces. The interior spaces were separated by walls with double doors. The restaurant had an exterior entrance separate from the store.

Commissioner Jordan questioned management of both. Mr. Cochran confirmed he would manage both.

Commissioner Jordan noted Hy-Vee's concept was new to the community.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He provided Commissioners with Chapter 6. Alcoholic Beverages. Section 4B. Creation of New License – Findings. He recommended that the Commission refer to same when making recommendations.

Commissioner Tompkins questioned staffing. Mr. Cochran replied that employees would be hired specially for the store or restaurant.

Commissioner Tompkins questioned BASSETT (Beverage Alcohol Sellers and Servers Education) certification. Mr. Cochran stated that he was certified. Same would be a requirement for all management.

Commissioner Jordan questioned alcohol service hours. Mr. Cochran stated that alcohol could be ordered without food. The hours were 6:00 a.m. - 10:00 p.m. Sunday through Thursday and 6:00 a.m. - 11:00 p.m. Friday and Saturday. He noted that BASSETT certification would assist with alcohol only orders.

Commissioner Tompkins questioned video gaming. Commissioner Jordan noted that the lease prohibited gaming.

Commissioner Jordan believed the Council should decide granting the application.

Motion by Commissioner Tompkins, seconded by Commissioner Renner to recommend to Council that an RAPS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee located at 1403 N. Veterans Pkwy., be approved contingent upon compliance with all health safety codes.

Ayes: Commissioners Tompkins and Renner.

Present: Commissioner Jordan

Motion carried.

Commissioner Renner stated that this item would appear on the Council's February 23, 2015 Consent Agenda. He encouraged them to attend same.

There being no further business before the Commission, the meeting recessed at 4:12 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on February 2, 2015 in accordance with City Code. In accordance

with City Code, approximately 267 courtesy copies of the Public Notice were mailed on February 2, 2015. In addition, the Agenda for the February 10, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

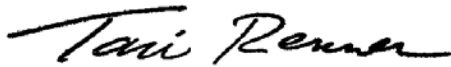
FINANCIAL IMPACT: Annual fee for an RAPS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: George D. Boyle, Corporation Counsel

Recommended by



Tari Renner
Mayor

Attachments: Attachment 1. Creation of New License - Findings

Motion: That an RAPS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee, located at 1403 N. Veterans Pkwy, be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: February 23, 2015

SUBJECT: Award of Internal Audit Services Contract

RECOMMENDATION/MOTION: Recommend that the Contract for Internal Audit Services to Bronner Group, LLC 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 1a. Budget with adequate resources to support defined services.

BACKGROUND: During the FY2015 budget cycle Council restored the proposed internal audit program. The Finance Department explored opportunities to outsource this program conducting a Request For Proposals (RFP) from qualified firms. Finance, Information Services and the Administration Departments interviewed three (3) firms and jointly recommend Bronner Group. The panel chose a full service firm that could partner through this multi-year project.

Bronner Group is a nationally known firm focusing exclusively on public sector clients. For over twenty seven (27) years Bronner Group has been working at the federal, state and local levels. Understanding the need to help clients demonstrate responsible management of public funds and services. Bronner Group is well matched for the City's goals of furthering accountability, transparency, and the desire to enhance operational effectiveness.

Bronner Group began in 1987 and was founded by Gila Bronner, President and CEO (resume attached). Gila is a widely recognized expert on auditor independence, and is a nationally recognized authority on government compliance and oversight, and is a national educator for government executives i.e. governors, mayors, board members, city managers and finance staff. Gila will be serving as the engagement director and will personally implement the City's internal audit program with her team of subject matter experts (SME's). Bronner has praised the City for being on the forefront of internal audit noting that many public sector clients implement audit programs only as mandated by funding or after a major problem is identified. Bronner is excited about establishing an internal audit program, proactively; that can serve as a model for other local agencies and has bid discounted hourly rates.

The addition of internal audit resources will position the City with the appropriate checks and balances but will set a course for enterprise effectiveness. Internal audit casts a wide net of available resources that can be utilized for many purposes and is not limited to only financial checks and balances but delivers quantitative and qualitative results. Top services provided by internal auditors in 2014 included:

1. Enterprise Risk Management (ERM): generally considered a silver bullet for improving governance and organizational results by identifying key objectives and managing the risks associated with those objectives for effective governance.
2. Business Continuity and Disaster Recovery Programs: establishing a preparedness program is one of the best investments and entity can make providing operational resiliency which is becoming an overarching organizational priority.
3. Information Security and Privacy Efforts: Auditing information security and protection of assets is an organizational risk moving to the forefront. This is a long term assurance effort that is critical.
4. Performance Accountability: provides assurance on the organizations, governance, risk management, and control processes.
5. Quality of Enterprise Information: directly affecting organizational results and should be assessed regularly – information management.
6. IT functions efforts to meet business needs for effectiveness, efficiency, and customer service.
7. Process Management/Continuous Improvement or Six Sigma or LEAN programs.

All of these resources are available and could be considered through the Bronner Group project approach and city-wide risk assessment. Below is a general overview of the project approach:

1. Startup/Project Plan: Roles, responsibilities, and communication protocols will be developed. Governance of the internal audit program will need to be established at the Board level.
2. City-Wide Risk Assessment: Communication with key stakeholders: board members and city staff. Identify universal strategic and operational risks to obtain and understanding of the City's strategic plan objectives and goals. Assess internal and external audit risks related to the City, its operations, and management. Evaluate risks, likelihood, and impact.
3. Developing an Audit Plan: List each internal audit that will be conducted, establish scope and timeframe as directed.
4. Designing the Audit Program: Key stakeholder input to establish shared expectations, review design addresses City's needs.
5. Conducting the Audits: Audit planning, fieldwork, evaluation, preparation of reports, final reports.
6. Communication with Stakeholders: regular and frequent status reports.
7. Post audit follow up and reassessment: Bronner will review and monitor recommendations and corrective action plans on all audits, special projects and other plans developed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFS was sent out via normal City Purchasing procedures. A total of ten (10) responses were received. This work was advertised in the Pantagraph on September 30, 2014.

FINANCIAL IMPACT: Costs associated with the Internal Audit Program were budgeted in FY 2015 for \$95,000 and subsequently reduced during the budget freeze to \$20,000 in the Other Professional & Technical Services (10011510-70220). Staff anticipates the project to begin in

March 2015 and should have ample funds to begin. The FY 2016 budget, as currently proposed, does include \$95,000 for further implementation of the program. See estimated project costs below:

Bronner has bid a discounted blended rate for all staff at \$145/hour plus expenses. Actual hours for this multi-year engagement will be determined by the City Council or its designees.

Phase	Estimated Hours	Cost
Start Up/Project Plan	20	\$2,900
City-Wide Risk Assessment	160	\$23,200
Developing Audit Plan	40	\$5,800
Designing Audit Programs	100	\$14,500
Conducting Audits	400	\$58,000
Communicating with Stakeholders	80	\$11,600
Total	800	\$116,000

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Finance Director

Budgetary review by: Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Engagement Letter & Bronner Material

Motion: That the Contract for Internal Audit Services to Bronner Group, LLC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



January 29, 2015

Mr. Jon C. Johnston, Procurement Manager
Office of the City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Dear Mr. Johnston:

This letter will serve as the engagement letter between Bronner Group LLC (“BRONNER”) and the City of Bloomington, Illinois (“City”) related to internal audit services as requested in RFP #2015-41. BRONNER is confident that its project team and proposed approach will provide the City with internal audit services that promotes enhanced accountability for operations and management across the City enterprise.

BRONNER will provide the scope of services with rates as defined in its proposal dated October 21, 2014. The project will commence upon Board’s approval and the first period will end April 30, 2016. Thereafter the City may renew the contract on an annual basis. Rates will be increased annually after May 1, 2017 with a 5% increase over the prior year.

This letter and attached proposal summarizes the significant terms of our engagement. If you agree with the terms of this letter and attached proposal, please sign this letter and return it to us. If the need for additional services arises, an amendment will be developed with approval by both parties.

We look forward to working with the City of Bloomington on this important project.

Sincerely,
BRONNER GROUP, LLC

A handwritten signature in black ink that reads "Gila J. Bronner".

Gila J. Bronner, CPA
President and CEO

Accepted and Approved by:
City of Bloomington, Illinois

Signature

Title

Date



CITY OF
Bloomington
ILLINOIS

**Proposal to Provide
Internal Audit Services**

RFP # 2016-41

Submitted by
Bronner Group, LLC
120 N LaSalle Street, Suite 1300
312.759.5101
www.BronnerGroup.com





October 21, 2014

Mr. Jon C. Johnston, Procurement Manager
Office of the City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Mr. Johnston:

On behalf of Bronner Group, LLC (BRONNER), I am pleased to submit this proposal to provide internal audit services to the City of Bloomington, Illinois ("City," "the City") in response to RFP #2015-41. BRONNER is confident that its project team and proposed approach will provide the City with the expertise to establish a formal internal audit function that promotes enhanced accountability for operations and management across the City enterprise. This proposal will detail BRONNER's qualifications and demonstrates why the City will best be served by selecting BRONNER.

A History of Excellence in Government Service

BRONNER, a nationally known and respected woman-owned business, is a multi-disciplined professional services company recognized for its domain expertise in enabling government agencies to accomplish their mission-critical goals, improving operating performance, building workforce skills, and demonstrating accountability to all government stakeholders.

By focusing exclusively on the public sector since 1987, BRONNER has developed a comprehensive understanding of the issues and solutions most relevant to its clients within this arena. In 27 years, BRONNER has assembled a client list of over 400 government agencies at the federal, state, and local levels.

An In-Depth Understanding of Internal Audit

The development and support of a robust internal audit capability is critical to the City's efforts to demonstrate responsible management of public funds and stewardship of public services for the City's constituents. To further the City's commitment to accountability and transparency and recognizing an opportunity to enhance its operating effectiveness and efficiency, the City has determined a need to obtain outside professional assistance to conduct internal audits.

Because of its extensive experience in this field, BRONNER is an ideal company to assist the City with the establishment and conduct of a formal internal audit program and build the City's capacity. Audit and assurance services represent one of the cornerstones of BRONNER's efforts to better the business of government, and BRONNER will leverage the depth and expertise of its practice to build the City's capacity for financial management and internal control.

RFP #2015-41
Internal Audit Services
October 21, 2014

BRONNER recognizes that establishment of policies and procedures to set standards for performance, and maintain the effectiveness of services is fundamental to the integrity of the public sector. As such, BRONNER has developed a robust internal audit methodology based on the best practice standards of the sector, as established by the Institute of Internal Auditors (IIA), the American Institute of Certified Public Accountants (AICPA), and the General Accounting Office (GAO).

An Exceptionally Qualified Project Team

The expertise of BRONNER's senior audit and assurance staff has spanned nearly 30 years, providing the BRONNER project team with a deep understanding of the broad array of requirements and regulations that the public sector faces in accounting, auditing, and financial reporting. The BRONNER team is comprised of industry professionals, former government executives and thought-leaders that understand the business of government, the complex demands of public sector constituents, and the desired services that the City of Bloomington seeks to deliver with this contract.

Ms. Gila Bronner, President and CEO, is the former Director of the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. She has worked with hundreds of government officials from around the country addressing their respective financial management, workflow, business process redesign, and systems development issues. Ms. Bronner is widely recognized as an expert on auditor independence and related accountability and internal control issues and is a nationally recognized authority on government compliance and oversight. Ms. Bronner will act as an Engagement Director for the BRONNER project team in this engagement with the City of Bloomington.

In addition to our excellent staff of professionals, BRONNER maintains an extensive network of top Subject Matter Experts (SMEs) and subcontractor firms in multiple industries to ensure that our services can be adapted to fit a broad array of subject areas.

BRONNER has leveraged the extensive knowledge of its senior staff to conduct numerous internal audits, risk assessments, and compliance audits for a broad array of clients at the local, state, and federal levels. A partial list of these clients includes:

- City of Chicago
- City of Los Angeles
- Chicago Park District
- Chicago Housing Authority
- Chicago Police Department
- Chicago Public Schools
- Georgia Department of Audits and Accounts
- Chicago Department of Natural Resources
- Housing Authority of the City of El Paso
- Housing Authority of the City of Los Angeles
- Illinois Finance Authority
- Metra (Chicago)
- Metropolitan Pier and Exposition Authority
- Metropolitan Water Reclamation District
- Philadelphia Housing Authority
- Port of Los Angeles
- Regional Transportation Authority (Chicago)
- School District of Philadelphia

Overview of BRONNER's Internal Audit Methodology

While each BRONNER engagement is unique, the project team generally follows the approach outlined:

1. Conduct an engagement start-up to confirm and document client expectations, establish roles and responsibilities, develop communication protocols and a project plan, and make initial requests for data.
2. Conduct a comprehensive risk assessment of external and internal risks that may impact the operations and management of the client's key business functions, strategic objectives and goals.
3. Develop an audit plan that identifies the departments, divisions, and/or business functions of the client that will be reviewed within a given timeframe, and define the resources that the BRONNER project team will need to conduct each audit.
4. Design an audit program to establish shared expectations for BRONNER and the client with regards to the scope, objective and approach for each pending audit.
5. Conduct the audit under an agreed-upon plan via documentation review, process mapping, interviews with and/or surveys of client staff and stakeholders, and transaction testing (if relevant to the audit).
6. Assess information gathered through fieldwork
7. Develop the audit conclusions and recommendations, review initial findings with the client, and submit final audit report and corrective action plan to client.
8. Conduct exit meeting with client to discuss implementation and monitoring of recommendations in the corrective action plan.

* * * *

I appreciate the opportunity to submit our qualifications to the City of Bloomington. As President and CEO, I will serve as the principal contact for purposes of oral presentation, contract negotiations, and to address matters related to this proposal. I can be reached by calling (312) 759-5101 or by e-mail at gbronner@bronnergroup.com.

Very truly yours,

BRONNER GROUP, LLC



Gila Bronner, CPA
President and CEO

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Project Approach and Methodology

BRONNER utilizes a field-tested internal audit methodology and specifically tailors the methodology for the scope and purpose of each engagement. BRONNER consultants carefully determine the needs of each client and develops the approach required to identify and resolve compliance issues, control weaknesses, and process inefficiencies. Each of our recommendations must be practical and achievable.

Two keys to the BRONNER approach are (1) extensive coordinated planning to ensure our work plans and programs are designed to meet project objectives and address the needs of the client and (2) a quality control process designed to keep the project on track and ensure that all deliverables are clear, concise, and offer the required solutions.

BRONNER's proposed approach to provide the desired internal audit services for the City of Bloomington encompasses the following major tasks:

Task 1 – Startup/Project Plan

Upon commencing work, BRONNER will work with the City to confirm and document the City's specific expectations of its internal audit needs. In addition, BRONNER will review its approach and methodology to conduct audits as well as review:

- Roles and responsibilities for the BRONNER audit team members and City project team members
- Communication protocols to ensure a strong positive working relationship
- Project plan and milestones
- Identification of resources that are necessary for the audit
- Logistics for on-site work and engagement with City staff and management
- Development of strategies to coordinate audits with the City's day-to-day operations to minimize disruption

In addition, BRONNER will request data to utilize during the audit planning and development processes; which will include, but not be limited to:

- Organizational charts
- Policies and procedures, as applicable
- Process maps for key operational functions, if available
- Prior external auditor's reports, consulting studies, etc.

Task 2 – Completing a Comprehensive City-Wide Risk Assessment

The BRONNER project team will begin by reviewing documentation and interviewing City management to gain an understanding of the City's strategic objectives and goals that are relevant to the areas being audited. An assessment of external and internal risks related to the City, its operations, and its management is critical to this process. Risk is an event or condition that can negatively affect the ability of the City to achieve its objectives. Risks can be associated with harmful actions that are taken without consideration of consequences, beneficial actions that are not taken due to excessive caution, or failures to take action due to unawareness of the action's need or value.

Risk is frequently evaluated in terms of likelihood, which represents the probability that the entity will experience the loss or challenge associated with that risk, and its impact, which represents the effect that the loss or challenge will have on the operations, management, or strategic direction of the entity.

Through documentation review and a series of interviews with City management, BRONNER will establish a thorough and orderly framework to evaluate risk and improve the effectiveness of risk management. With a universe of strategic and operational risks for the project, the BRONNER project team will have a system-wide understanding of the challenges that the City faces as well as opportunities that the City utilizes to mitigate risk.

Task 3 – Developing an Audit Plan

BRONNER will work with City management to develop an internal audit plan that establishes an appropriate scope and timeframe for each of the internal audits with which the City requests BRONNER's assistance. The BRONNER project team will conduct the audits, supplemented with specialized subject matter experts and additional resources, as necessary.

The purpose of this flexible project team is to deploy the competencies of individuals with the most effective combination skills that are relevant to specific City functions and divisions under assessment. Maintaining a flexible project team that is tailored to each function will provide the City with a comprehensive internal audit that is both cost-effective and adaptable to changes in the project schedule.

Task 4 – Designing the Audit Programs

The BRONNER team will work with the City management to conduct a planning meeting prior to the start of the Internal Audit cycle to reconfirm the scope and objectives, and meet with the City's key stakeholders involved with the internal audit. This process establishes shared expectations for BRONNER and the City, and ensures that the audit program is designed according to the City's needs. This meeting will allow all members of the project team to gain further understanding as to the scope, objectives, and approach to each pending audit.

BRONNER will leverage its expertise in internal audit to build a robust framework of internal controls and process management. However, BRONNER will also leverage its understanding from numerous management consulting engagements to tailor templates and adapt best practices to the specific needs of the City, and the unique capacities that the City employs to implement the audit plan.

Task 5 – Conducting the Audits

The BRONNER project team will execute the internal audits previously agreed to with the City management, and conduct the audits in accordance with appropriate professional standards.

BRONNER's conduct of internal audits standards is performed in the following sequence:

Audit Planning

- Establish scope and objectives for each audit;

- Organize an audit schedule;
- Develop an understanding of the specific issues and identify potential risks to ensure they are addressed in the audit program;
- Provide the credentials/resumes of staff assigned to work on the engagement two weeks after acceptance of the engagement for approval by the Audit Committee, or designee;
- Prepare document and information requests, including questionnaires; and,
- Prior to fieldwork, ensure that all requested documents are available.

Fieldwork

- On the first day, hold a kick-off meeting with management to explain the audit scope, discuss any items that remain open from the planning phase, and make additional requests. A member of the BRONNER audit team will document the meeting;
- Observe operating activities related to the specific subject matter included in the audit;
- Review documentation;
- Discuss activities and processes with employees to gain an understanding of any issues related to effectiveness, efficiency, compliance, performance monitoring, or mismanagement;
- Deploy questionnaires to document and review management's understanding of their functions, processes, and/or issues;
- Develop detailed narratives and process flows of the operations or functional area;
- Obtain and review any information that is tracked by third parties, and reconcile to information provided by management;
- Based on the tasks to be performed in the audit program, conduct transaction testing, as required, on a sample basis; and,
- If necessary, conduct an analytical review of information, which could include reviewing budget versus actual information.

Most of the work performed during this phase will be performed on-site by BRONNER audit staff, with support from senior staff and subject-matter experts, depending on the complexity and risks associated with the review.

Evaluation of Information from Fieldwork

- Assess quality of internal controls through the review of documented policies and procedures, discussions with process owners, and related source documents;
- Assess the reliability of information;
- Assess operating performance against the City's performance metrics and/or performance monitoring framework;
- Consider risk factors and potential impacts on City operations and management; and,
- Document findings and recommendations.

Preparation of Report

- Develop audit conclusions based on weaknesses, exceptions and findings identified;
- Develop recommendations based on best practices to address issues identified;
- Prepare report;
- Submit a draft report to the City for review;
- Address all questions from the City and make necessary changes to the report, as needed;

- Submit the audit report to management; and,
- Obtain management responses and corrective action plans, including timeframe.

Report Structure

Unless otherwise specified by the City, BRONNER's audit report will be structured as follows:

- Executive Summary to discuss the overall audit, any issues encountered, any findings or exceptions identified, and recommendations;
- Objectives, Scope and Summary of Procedures;
- Detailed Findings and Internal Control Deficiencies (if necessary), prioritized according to a clear set of criteria;
- Recommendations based on best practices; and,
- If necessary, Appendices that present useful and relevant information.

Additionally, the BRONNER project team will meet with the City's management and any relevant Committees, as requested, and will prepare a formal presentation, as well as address any questions.

Task 6 - Communicating with City Stakeholders

Maintaining open and regular communications is a key component of BRONNER's project management practice. BRONNER will provide regular and frequent status reports that advise project progress and preliminary observations for each audit, from the planning stage to the final report. As part of the project kick-off process, BRONNER will define status delivery schedule with City stakeholders. These status reports will include tasks completed and upcoming, issue and risk logs for discussion, and BRONNER's progress measurement against established timelines for project completion.

BRONNER's communication framework is designed to ensure all internal audit findings include recommendations that create achievable and sustainable value for our clients. BRONNER firmly believes that clear and timely communication increases the value of the internal audit and facilitates the mitigation of identified issues. BRONNER auditors discuss drafts of internal audit reports with key stakeholders prior to issuance. This process confirms information in the findings, mitigates hostility or shock toward significant deficiency findings, and encourages buy-in among process owners for the implementation of recommendations.

At the conclusion of the audit, BRONNER project managers will hold a formal exit meeting with City management and personnel to communicate risk and internal control deficiencies identified during the internal audit. Prior to the formal exit meeting, BRONNER will validate this understanding of various risks and internal control deficiencies with process owners so there are no "surprises" at the meeting.

Post-Audit Follow Up and Reassessment

BRONNER's engagement with the City's audit processes extends to the review and monitoring of recommendations and the City's corrective action plans. Using follow-up status reports and open issue reports, the BRONNER project team can also monitor the use of the internal findings to ensure that the City of Bloomington's management department actually realizes value from the internal audit services.

At the direction of the City, BRONNER will provide follow-up consulting on previously issued audit reports and designate recommended areas for management to implement changes in processes, procedures, practices, etc.

Utilizing BRONNER’s “working partners” concept to enhance quality, efficiency and timeliness, partners and managers will directly supervise all internal audit services provided by BRONNER. BRONNER has found that this is effective approach for maintaining the focus of the audit and delivering each audit on time and within budget.

Timeline

BRONNER recognizes that the detailed timeline for an internal audit is determined by the specific scope of the audit, including the complexity of the business function, the number of divisions to be engaged with the function, and/or the size of the department(s) responsible for the execution of the business function. However, BRONNER offers the following timeline as a framework to provide the City of Bloomington with a high-level understanding of the duration of BRONNER’s internal audit approach.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
Task 6	* * *	* * *	* * *	* * *	* * *	* * *

***Task 6 – Communicating with Stakeholders occurs throughout the duration of the project lifecycle. However, this task represents approximately 5 to 10% of BRONNER’s resource hours for an internal audit services engagement.



Technical Competence

For this engagement, BRONNER has assembled a team of consultants and Subject Matter Experts (SMEs) who collectively represent decades of experience in internal audit and attestation in a broad array of areas of the public sector. This well-balanced project team will provide the City of Bloomington with the required skills and expertise for internal to enhance internal controls and financial management across the City's entire enterprise.

BRONNER's high level of familiarity and deep pool of knowledge is best represented by the broad array of certifications in audit, and attestation that the firm's senior leadership maintains Certified Public Accountants and Certified Information Systems Auditors certifications in multiple jurisdictions, including the State of Illinois.

Detailed resumes for BRONNER's senior management follow. These resumes demonstrate the technical competence in internal audit that will guide the BRONNER project team throughout the engagement with the City of Bloomington.

Gila J. Bronner, CPA

Gila J. Bronner is President and CEO of Bronner Group, LLC, a woman-owned, multi-disciplined professional services company that delivers comprehensive strategy, transformation and accountability consulting services to state and local governments, federal agencies and government-related organizations. Throughout her distinguished career, Ms. Bronner has assisted several hundred government entities throughout the United States and Puerto Rico in streamlining business practices, implementing improved internal controls, and developing strong public oversight mechanisms.

Ms. Bronner is highly respected by government lawmakers and regulators as an expert on auditor independence and related accountability and internal control issues and is a nationally recognized authority on government compliance and oversight. She has written and lectured extensively on the subjects of auditor independence, government efficiency and reform, grants management, homeland safety, and is a recognized thought leader on public sector implementation and compliance issues associated with the Sarbanes-Oxley Act, the American Recovery and Reinvestment Act (ARRA) and the Digital Accountability and Transparency Act (DATA ACT).

Ms. Bronner has comprehensive experience as a board member and deep knowledge of institutional governance. She currently serves or has served on numerous significant civic and professional boards, as well as several independent oversight and advisory commissions. In addition, she has assisted many governments and government-related organizations with identification and selection of candidates for both independent boards and commissions as well as full-time senior executive positions.

Pursuant to a Presidential appointment, Ms. Bronner served as a member of the governing board of the United States Holocaust Memorial Museum. Ms. Bronner formerly chaired and is a current member of the Museum's Audit Committee and Finance Committee and is also a current or former member of the Museum's Executive, Ad-Hoc Search, Investment, and Strategic Planning Committees. Specifically, while a USHMM Council member, Ms. Bronner led the search process for the Museum's Executive Director. She also served as an initial member of the National Aeronautics and Space Administration's (NASA) Advisory Council, Financial Audit Committee (FAC).

In addition, Ms. Bronner served as a member of the Board of Directors of the American Institute of CPAs (AICPA) where she served as a key liaison to federal government oversight bodies and served as a member of the Executive Committee of AICPA's Political Leadership Cabinet. She is also active in the Illinois CPA Society (ICPAS) for which she has served as Chairman of the Society's Regulation and Legislation Committee, Chairman of its Legislative Contact Program, member of the Board of Directors, an officer of its political action committee, and a member of the ICPAS Ethics Committee. She also served as a member of the Board for the University of Illinois Office of Governmental Accounting Research and Education.

Illinois Governor Pat Quinn appointed Ms. Bronner to the Board of Directors of the Illinois Finance Authority where she serves as Chair of its Audit Committee and as a member of the Agriculture, Personnel and Compensation, and Legislative committees. She has also been elected to The Economic Club of Chicago and appointed to the Board of Advisors for the Data Transparency Coalition, the only trade association that advocates data reform for the U.S. government. Ms. Bronner is a former member of the City of Chicago Mayor's Council of Technology Advisors, where she served on the Education and e-Government Subcommittees.

For two consecutive years, Accounting Today, a leading periodical in the accounting profession, named Ms. Bronner one of the top 100 most influential people in accounting. In addition, Ms. Bronner is a frequent on-air "political analyst" for television and nationally-syndicated radio programs such as Beyond the Beltway with Bruce DuMont.

Prior to forming BRONNER in 1987, Ms. Bronner was a Manager for Governmental Consulting at KPMG Peat Marwick and director of the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. In addition, Ms. Bronner provided staff support to the National Council on Governmental Accounting (the predecessor body to the Governmental Accounting Standards Board).

Education

Ms. Bronner received her Bachelor of Science in Accounting degree from the University of Illinois where she was elected to "Who's Who in American Colleges and Universities." She was recently presented with the "Distinguished Graduate Award" from the University and was inducted into the University's College of Business Administration's Institute for Entrepreneurial Studies Hall of Fame. She is also a member of the University of Illinois, College of Business Administration Alumni Leadership Academy and its Accounting Advisory Committee.

Ms. Bronner is a licensed certified public accountant in Illinois, Indiana, California, Georgia, Massachusetts, and New York. She is also a member of the California Society of CPAs, Georgia Society of CPAs, Illinois CPA Society, Massachusetts Society of Certified Public Accountants, New York State Society of CPAs, and the Greater Washington Society of CPAs.

Scott P. Bailey, CPA, CISA

Mr. Scott Bailey is Chair of the BRONNER Center for Financial Management and Accountability, providing expertise on internal auditing and the review and evaluation of business processes and control systems in a government environment. Prior to joining BRONNER, Mr. Bailey served as Internal Auditor at the Metropolitan Pier and Exposition Authority (McPier) where he established an Internal Audit function and directed internal audit operations over a 15 year period. Prior to MCPier, Mr. Bailey led a staff of 25 professional auditors working in Springfield and Chicago for the Illinois Office of the Auditor General. Mr. Bailey possesses a deep understanding of governmental operations and an ability to develop practical solutions to process and control issues while directing a wide variety of operational, performance, and compliance audits and attestations. He is a CPA and Certified Information Systems Auditor with over 25 years of audit management experience.

Examples of Mr. Bailey's Areas of Expertise include:

- Internal Auditing, including the development of an internal audit function
- Audits and Attestations
- Compliance Reviews and Control Assessments
- Organizational Structure and Staffing
- Business Process Improvement
- Project Management / Quality Assurance
- Grants Management, Accounting, and Sub-recipient Monitoring
- Fraud Investigations / Forensic Accounting
- Training Development & Presentation
- Process Documentation / Policy and Procedures Development

Mr. Bailey's professional experience includes the following:

Metra

At Metra in 2012, Mr. Bailey assisted Metra management in re-engineering its internal audit function to focus on risks and controls and track the status of audit findings until corrective action has been implemented; compiled a database of over 400 audit issues raised by internal and external auditors and consultants over the past three years; developed position requirements and reviewed resumes received for newly defined audit director and senior auditor positions

Mr. Bailey returned to Metra in 2014 to provide internal audit director services, including the direct supervision of audit staff and the revamping of audit reports.

State of Illinois Governor's Office of Management and Budget

Mr. Bailey is currently serving as BRONNER's senior business analyst, assisting the McKinsey project team in establishing the project management office and developing requirements for the State's ERP systems implementation project; provided critical assistance in refining and expanding the functional requirements for agencies of Illinois state government, including integration with the State Comptroller's Office and the Department of Central Management Services; developed the demo scripts used to test the ERP vendors over four days of product presentations.

Illinois Finance Authority

Mr. Bailey assisted the Authority by directing its financial operations as Interim Chief Financial Officer. During these periods, he revamped monthly accounting and closing processes, researched and applied GASB standards, approved transactions, supervised staff, advised the Chief Executive Officer, and made monthly Board presentations.

Chicago Park District

At the Chicago Park District, Mr. Bailey directed and performed internal audit assistance services with projects including:

- Reconciliations of sales transactions and bank deposits for over 100 park locations in conjunction with implementation of a new point of sale system
- Compliance reviews of the District's largest food and beverage concessionaire, the Soldier Field management contractor (2009 and 2011), and one of the preferred catering contractors.
- Assessed cash disbursement practices, including documentation and mapping of the procure-to-pay process.
- Analyzed the document approval roles, responsibilities, and control structure.
- Compliance review in conjunction with the transition of third-party worker's compensation administrators.

City of Chicago

Mr. Bailey managed two audits in 2010 and 2013 of over \$20 million in seized and forfeited assets received by the Chicago Police Department resulting from federal and state narcotics operations.

- Developed monitoring and compliance template for the American Recovery and Reinvestment Act (ARRA) program.
- Developed compliance checklists for use by the City's purchasing and internal audit departments in assessing contractor compliance with MBE/WBE requirements.
- Performed a compliance attestation of one of the City's Head Start program delegate agencies.
- Managed BRONNER services as subcontractor to Deloitte for annual financial statement audits of the City of Chicago and City Colleges of Chicago.

Illinois Tollway

Participated in a large and complex study of Tollway management and assisted in identifying improvements to the structure and operations of the entity

- Responsible areas included Toll Operations, Information Technology, and Customer Service.
- Developed a series of recommendations for improving processes and controls in these areas, including an analysis of the older legacy systems.

Georgia State Accounting Office

- Reviewed and recommended improvements to statewide accounts receivables policies and practices, including an analysis of activities at 20 State agencies.
- Developed statewide policies and procedures on topics related to accounts receivable, collections, and the write-off of bad debts.
- Performed benchmarking analysis of other state governments on accounts payable policies and practices, including e-commerce, e-invoicing, and e-payments.

Georgia Department of Human Resources (renamed Human Services in 2009)

- Conducted a financial management review of the Office of Financial Services' organization, structure, efficiency and effectiveness.
- Developed process maps and procedural documents in key areas.
- Analyzed grants management practices for the agency's 200+ federal grant programs.
- Managed an analysis and documentation of the agency's accounts payable function.

Chicago Housing Authority

- Assisting CHA in assessing compliance with the Buy American provisions of ARRA and the impact on CHA projects and contracts.
- Managed a cost justification study regarding planned energy efficiency upgrades resulting in significant cost savings.

Chicago School District

- Performed a close-out audit of the 2009 Healthy Kids/Healthy Minds grant received from the State Board of Education; this grant was awarded to expand vision screening services and provide eyeglasses for Chicago Public School students.

New Mexico Department of Homeland Security and Emergency Management

- Developed compliance checklists for homeland security grant programs.

Education

Mr. Bailey received his Bachelor of Science degree in Accounting from Illinois State University.

Certification and Licensing

Mr. Bailey passed examinations for Certified Public Accountant (CPA) and Certified Information Systems Auditor (CISA). He is licensed and registered with the Illinois Department of Professional Regulation as a Public Accountant.

Professional Activities

- Illinois CPA Society - member since 1979; served on five committees, including:
 - Audit and Assurance Services Committee – active committee member, past committee chair, and author of comment letters in response to proposed changes in auditing standards (1997 to present)
 - Illinois CPA Society Quality Review Committee - charter member of the committee responsible for establishing the State's first peer review program for CPA firms (1989-1992)
- American Institute of Certified Public Accountants - member since 1989
- Institute of Internal Auditors - member since 1990
- Information Systems Audit and Control Association – member since 1999

David Lee, CPA, CISA

Mr. Lee is a Government Services Executive with BRONNER. He has combined management experience in Internal Audit and Information Technology in both the public and private sectors. Prior to joining BRONNER, Mr. Lee worked at KPMG as an Internal Audit, Risk and Compliance Services consultant (IARCS) with a primary focus on public sector clients such as Metra and the City of Chicago. He also served in the United States Air Force (USAF) as Internal Audit Manager and Information Systems Administrator for the USAF Accounting and Finance Department. Along with his experience in the public sector, Mr. Lee served in Internal Audit departments with private sector companies including Abbott Laboratories and Northern Trust, leading both operational and financial audits. Mr. Lee has an extensive background in operational and financial internal controls including implementation and review of auditable financial statements.

Examples of Mr. Lee's areas of expertise include:

- Internal Auditing, including the development of an internal audit function
- Audits and Attestations
- Internal Controls Design/Implementation/Testing
- Compliance Reviews and Control Assessments
- Sarbanes Oxley 404/OMB Circular A-123 Review and Analysis
- Financial Statement Review and Analysis
- Fraud Investigations/Forensic Accounting
- Training Development and Presentation
- Process Documentation/Policy and Procedures Development

Mr. Lee's professional experience includes the following representative work experience/engagements:

Metra

- Conducted high level risk assessment to identify top operational and financial risks

City of Chicago Department of Transportation

- Performed extensive compliance audit of Department's vendors to identify overpayments and eligible refunds from paid invoices

City of Chicago Department of Water Management

- Conducted risk assessment of Department's operations and the impact to the financial statements
- Reviewed water billing and procurement processes/systems to ensure accuracy of financial statement line items
- Developed process maps and procedural documents in key areas of the Department's operations

United States Air Force – Internal Audit Manager

- Created and executed annual audit plan for the US Air Force Finance and Accounting Department
- Performed both operational and financial audits and reported findings to senior military officers on a monthly and quarterly basis
- Provided training on new and existing Federal and Military financial laws and regulations to accounting and finance military personnel on a monthly basis
- Analyzed and recommended changes to financial management organizational structures, staffing levels, reporting processes, and control systems to address major outsourcing of services and various management changes

United States Naval Air Systems Command (NAVAIR)

- Conducted assessment of the US Navy's Federal Financial Statements to evaluate audit readiness
- Evaluated and process mapped the US Navy's procurement processes to identify inefficiencies and opportunities for improvement
- Audited US Navy's accounting and payroll systems to ensure effective operation and accuracy of financial data
- Analyzed organizational structure, staffing, and processes for shared services with Defense Finance and Accounting Service (DFAS), DoD Procurement Office, and the US Navy

Education

Mr. Lee received his Bachelors of Science degree in Operations Management and Information Systems (OMIS) from Northern Illinois University.

Certification and Licensing

- Mr. Lee is a registered Certified Public Accountant (CPA) in the State of Illinois and a Certified Information Systems Auditor (CISA).

Cost Proposal

Because the project cost of an internal audit depends on the scope of the audits that the City of Bloomington identify for BRONNER to conduct, BRONNER will estimate the number of hours and the number of hours and level of professional support needed based on a discounted blended hourly rate of \$145 per hour.

Task	Resource Hours	Project Costs
Startup/Project Plan	20	\$2,900
Complete a Comprehensive City-Wide Risk Assessment	160	\$23,200
Developing an Audit Plan	40	\$5,800
Designing the Audit Programs	80 – 100	\$11,600 - \$14,500
Conducting the Audits	250 – 400	\$36,250 - \$58,000
Communicating with Stakeholders	50 - 80	\$7,250 - \$11,600
TOTAL	600 – 800	\$87,000 - \$116,000

These costs are not inclusive of travel expenses. While BRONNER will utilize off-site engagement technologies, including conference calls and on-line surveys, there are numerous components of an internal audit that must be conducted on-site to maximize the efficiency of BRONNER’s data-gathering processes and the effectiveness of our recommendations.

To ensure the highest quality of the internal audit analysis and deliverables, BRONNER submits the following expenses for reimbursement associated with performing on-site work:

Expense Category	Reimbursement Rate
Hotels	\$83.00 (per person per day)
Per Diem	\$46.00 (per person per day)
Fuel	\$0.57 (per mile)

Inclusive of expenses, BRONNER recommends that the City of Bloomington allocate between \$90,000 - \$120,000 per year to support the development and implementation of a formal outsourced internal audit function on an annual basis.

Representative Client List



Representative Client List

Federal Government Clients

Department of Health and Human Services
 Department of Housing and Urban Development
 Department of the Interior
 • Bureau of Indian Affairs
 • Bureau of Indian Education
 Department of Veterans Affairs
 General Services Administration
 Government Printing Office
 Holocaust Memorial Museum
 House of Representatives
 National Aeronautics and Space Administration
 Office of Presidential Personnel
 Office of the Vice President of the United States
 Small Business Administration

State Government Clients

Commonwealth of Massachusetts

Department of Children and Families
 Department of Housing and
 Community Development
 Department of Public Health
 Massachusetts Bay Transportation Authority
 Massachusetts Emergency Management Agency

Commonwealth of Puerto Rico

Department of Consumer Affairs
 Department of Education
 Department of Retirement
 Department of Children and Families

State of Arkansas

Arkansas Highway and Transportation Department
 Central Arkansas Transit Authority

State of Illinois

Administrative Office of the Illinois Courts
 Board of Regents University System
 Center for Rehabilitation and Education
 Department of Alcoholism and Substance Abuse
 Department of Central Management Services
 Department of Children and Family Services
 Department of Commerce and Community Affairs
 Department of Corrections
 Department of Employment Security
 Department of Financial Institutions
 Department of Human Services
 Department of Insurance
 Department of Mental Health and
 Developmental Disabilities
 Department of Professional Regulations

Department of Public Aid
 Department of Public Health
 Department of Revenue
 Department of Transportation
 Illinois Capital Development Board
 Illinois Criminal Justice Information Authority
 Illinois Development Finance Authority
 Illinois Emergency Management Agency
 Illinois Gaming Board
 Illinois Regional Library for the Blind
 and Physically Handicapped
 Illinois State Library
 Illinois State Toll Highway Authority
 Illinois Student Assistance Commission
 Office of Banks and Real Estate
 Office of the Comptroller
 Office of the Lieutenant Governor
 Office of the Secretary of State
 • Drivers Services Department
 • Vehicle Services Department
 Office of the Auditor General
 • Chicago State University
 • Chicago State University Foundation
 • Illinois Center for Rehabilitation
 and Education
 • Illinois Law Enforcement Training
 and Standards Board
 • Illinois Liquor Control Commission
 • Illinois River Correctional Center
 • Illinois State Board of Investment
 • Illinois Youth Center – Pere Marquette
 • Illinois Youth Center – St. Charles
 • LaSalle Veterans Home
 • Northern Illinois University
 • Northern Illinois University Alumni Association
 • Northern Illinois University Foundation
 • Pontiac Correctional Center
 • Quincy Veterans Home
 Office of the Inspector General
 Southern Illinois University -
 WSIO Public Broadcasting
 University of Illinois

State of Georgia

Department of Education
 Department of Human Resources
 • Department of Public Health
 • Division on Aging
 • Division on Family and Children Services
 • Office of Child Support Services
 • Office of the Commissioner

• Office of Financial Services
 • Division of Mental Health, Developmental
 Disabilities and Addictive Diseases
 Office of Regulatory Services
 Department of Human Services
 • Division of Family and Children Services
 • Office of Child Support Services
 Department of Transportation
 Department of Labor
 Employees' Retirement System of Georgia
 Georgia Technology Authority
 Office of Planning and Budget
 Office of State Auditor
 Office of Treasury and Fiscal Services
 Office of the Governor
 Secretary of State
 State Accounting Office
 University of Georgia

State of Indiana

Bureau of Motor Vehicles
 Department of Family Social Service
 Administration

State of Louisiana

Recovery School District

State of Nebraska

Department of Administrative Services

State of New Hampshire

State of New Mexico

Department of Homeland Security
 and Emergency Management
 Department of Health

State of New Jersey

Newark Public Schools

State of New York

Office of the Comptroller
 Board of Education
 State Lottery
 State University of New York
 Power Authority
 Department of Budget
 Homes and Community Renewal

State of North Carolina

North Carolina Library System

<i>State of Vermont</i> Vermont State Auditor	<i>City of Indianapolis</i>	Housing Authority of the County of Marin Housing Authority of the County of Santa Clara Indianapolis Housing Agency Lexington Housing Authority Los Angeles LOMOD Corporation Louisville Metropolitan Housing Authority Newark Housing Authority New York City Housing Authority New Bedford Housing Authority Philadelphia Housing Authority San Antonio Housing Authority San Francisco Housing Authority San Miguel County Housing Authority Atlanta Hartsfield-Jackson Airport Atlanta Public Broadcasting Birmingham Jefferson County Transportation Authority Bridgeport Public Schools Central Arkansas Transit Authority Central United States Earthquake Consortium Chicago Board of Education Chicago Park District Chicago Public Building Commission Chicago Public Schools Chicago Transit Authority Cook County Forest Preserve District Indianapolis Public Schools Knoxville Community Development Corporation Los Angeles Unified School District Metra Metropolitan Pier and Exposition Authority of Greater Chicago Metropolitan Water Reclamation District Milwaukee County Department of Transportation Newark Public Schools North Suburban Library System Northern California Association of Executive Directors Northern Illinois Library System Northern Indiana Commuter Transportation District Port of Los Angeles Regional Transportation Authority School District of Philadelphia SGA Youth and Family Services University of Pennsylvania Village of Cuba Housing Authority
Local Government Clients <i>Boulder County, Colorado</i>	<i>City of London, Ontario</i>	
<i>El Paso County, Colorado</i>	<i>City of Los Angeles</i>	
<i>Racine County, Wisconsin</i>	<i>City of Phoenix</i> Housing Department	
<i>City of Chicago</i> Chicago City Clerk Chicago City Council Chicago Fire Department Chicago Police Department Chicago Public Library Commission on Animal Care and Control Department on Aging Department of Aviation Department of Buildings Department of Business Affairs and Consumer Protection Department of Construction and Permits Department of Cultural Affairs Department of the Environment Department of Ethics Department of Innovation & Technology Department of Fleet Management Department of Law Department of Housing Department of Human Services Department of Human Resources Department of Procurement Services Department of Revenue Department of Streets and Sanitation Department of Transportation Department of Water Management Department of Zoning and Land Use Planning Mayor's Office of Special Events Mayor's Office of Workforce Development Office of Budget and Management Office of Compliance Office of the Comptroller Office of Emergency Management and Communications	<i>Cook County</i> Office of the Assessor Clerk of the Circuit Court Department of Highways and Transportation Department of Planning and Development Office of the Sheriff President's Office President's Office of Employment and Training Recorder of Deeds	
	<i>DuPage County</i> Data Processing Department Department of Environmental Concerns	
	<i>Lake County</i> Lake County Government	
	<i>McLean County</i> Clerk of the Court	
	<i>Sangamon County</i> Office of the Sheriff	
	<i>Will County</i> Forest Preserve District	
	<u>Other Special Districts & Not-for-Profits</u> Albany Housing Authority Atlanta Housing Authority Boston Housing Authority Chicago Housing Authority District of Columbia Housing Authority Housing Authority of Baltimore City, Code Enforcement Division Housing Authority of the Birmingham District Housing Authority of the City of El Paso Housing Authority City of Milwaukee Housing Authority of the City of Los Angeles Housing Authority of the County of Cook Housing Authority of the County of Los Angeles	

References for Internal Audit and Risk Assessments

BRONNER has significant experience in performing internal audits and providing technical assistance to enhance internal audit capabilities for a wide array of public sector entities. The following references represent a (non-exhaustive) selection of BRONNER's previous work in this sector.

Client Name: Metra
Project Name: Internal Audit Assessment and Redesign
Project Period: June 2014 - Present
Contact Name: Norm Carlson, Board of Directors Audit Committee Chair
Email: norman.carlson@sbcglobal.net
Telephone: (847) 542-7393

Project Summary:

In 2014, Metra engaged BRONNER to manage the Internal Audit function, assess the function's strengths and weaknesses, and implement policies and procedures to enhance and standardize the Internal Audit Department's operations. BRONNER is also conducting a high-level risk assessment to identify key risks to the Metra enterprise to support the development of an internal audit plan.

BRONNER's management of the Internal Audit Department focuses on day-to-day activities, including (but not limited to):

- Assigning audits to current audit staff
- Tracking the progress of completion of each audit
- Reviewing audit issues and recommendations
- Tracking the implementation of recommendations and verifying they are properly closed
- Facilitating exit conference meetings with the auditee
- Reviewing and revising work programs and related work steps
- Reviewing work papers and documentation both in TeamMate and paper format
- Communicating with RTA auditors on various issues and concerns
- Managing the daily HR issues such as employee time off, payroll, evaluations, and disciplinary concerns

As BRONNER manages the Department, the project team is also developing templates for the audit report format to ensure that the format complies with the Institute of Internal Audit standards and best practices. BRONNER is also establishing audit staff performance goals, job descriptions, training procedures for audit software and documentation, and standardized processes for follow-up and verification of audit recommendations.

Client Name: Chicago Park District
Project Name: Internal Audit Assistance – Soldier Field Management Contract Compliance
Project Period: May 2009 - July 2009
Contact Name: Melinda Gildart, former Chicago Park District Controller, current Illinois Finance Authority Chief Finance Officer
Email: mgildart@il-fa.com
Telephone: (312) 651-1320

Project Summary:

BRONNER conducted a review of the Soldier Field Management contract over a three-year period to determine whether the contractor was in compliance with the agreement and properly paying all rents due to the Park District. For this engagement, we are reviewing revenue, expense, and procurement activities and determining compliance with MBE/WBE requirements.

BRONNER's attestation also included a review of the Park District's oversight of this contract from both a financial and programmatic perspective. Oversight of this contract was impacted by other contracts and ongoing relationships with the food and beverage contractor as well as Soldier Field's primary occupant, the Chicago Bears.

Client Name: Chicago Park District
Project Name: Internal Audit Assistance – Concession Contract Compliance Attestation
Project Period: December 2007 - March 2008
Contact Name: Melinda Gildart, former Chicago Park District Controller, current Illinois Finance Authority Chief Finance Officer
Email: mgildart@il-fa.com
Telephone: (312) 651-1320

Project Summary:

BRONNER assisted the Park District Internal Audit Department in reviewing their largest concessionaire for compliance with the concession agreement. Issues with the concessionaire and the agreement had been raised in the local media and BRONNER was asked to perform this highly sensitive review. The primary objective was to determine whether the Park District was receiving all concession revenues due under the agreement. We also reviewed the processes and controls in place within the Park District to manage this large concession contract. The review was conducted as an agreed-upon procedures engagement in accordance with AICPA Attestation Standards.

After reviewing concession sales and related activity from January 2004 through October 2007, BRONNER determined that the concessionaire was properly reporting sales and rent payments made to the Park District were accurate. In addition, BRONNER made three recommendations relating to the agreement provisions and the Park District's management of the contract.

As a result of BRONNER services, the Park District Board and management were able relieve some of their apprehensions regarding their largest concessionaire. By determining that the concessionaire was properly paying all rents due to the Park District, we were able to help solidify the relationship between the Park District and its concessionaire.

Client Name: School District of Philadelphia
Project Name: Internal Audit Function Redesign
Project Period: November 2003 – January 2004
Contact Name: Paul Vallas, former Chief Executive Officer
Email: paulgvallas@gmail.com
Telephone: (504) 655-4319

Project Summary:

In the late 1990s and early 2000s, the School District of Philadelphia (SDP) experienced severe financial and academic distress. With new leadership in place SDP took on the challenge of developing and managing a fiscally responsible and balanced school district budget. To this end, BRONNER provided assistance to supplement and enhance the various internal management improvement initiatives.

Using the U.S. General Accounting Office’s Yellow Book “Government Auditing Standards” and the Institute of Internal Auditors “International Standards for the Professional Practice of Internal Auditing”, BRONNER reviewed and analyzed the current state of the Internal Audit function. BRONNER developed financial and compliance audit programs and procedures by using “best practices” for internal audit functions within governmental organizations. BRONNER also developed approaches for the conduct of audit activities.

Further, BRONNER initiated a change management program to successfully transition to the new organization. BRONNER performed change management activities to maximize the performance of internal auditors and reduce potential resistance to change. During this phase, BRONNER developed templates for internal audit reports, findings, recommendations, and follow-up reviews. In addition, BRONNER helped SDP realize operating efficiencies by reassigning staff duties from transaction-based tasks to value-added audit activities.

Client Name: Illinois Finance Authority
Project Name: Targeted Loan and Loan Guarantee Portfolio Review
Project Period: August 2009 - October 2009
Contact Name: Christopher Meister, Executive Director
Email: CMeister@il-fa.com
Telephone: (312) 651-1300

Project Summary:

The Illinois Finance Authority (IFS) retained BRONNER to assess procedures and reported loan data for risk to the IFA's portfolio of loan guarantees, participation and direct loans. BRONNER was charged to provide recommendations on the effectiveness and sufficiency of the available and reported loan data.

BRONNER reviewed the IFA structure, products, policies and procedures, and employee evaluation process. BRONNER project managers attended Committee of the Whole meetings and interviewed key management personnel. The project team reviewed a sample of files for guaranteed loans, participation loans, wind energy loans and FMHA loans. To assess the contract documents, BRONNER obtained and reviewed contracts for outside loan processing contractor and copies of all reports sent to IFA.

BRONNER provided recommendations on business management practices, risk management for the IFA portfolio of loans and loan guarantees, and contract management.

Recommendations for business management practices included the integration of a monitoring component into the performance evaluations and compensation structure for funding managers who originate loans. BRONNER recommended that the IFA develop formal policies and procedures to ensure the Board and management have appropriate oversight and controls in place that meet current goals and objectives. For business processes, BRONNER recommended that a comprehensive loan checklist be included in all loan files and that a post-closing documentation review process be implemented.

For enhancements to risk management for the portfolio of loans and loan guarantees, BRONNER recommended that the IFA institute a quarterly internal monitoring process for loans and a semi-annual monitoring process for loan guarantees with a formal annual review processes. BRONNER also recommended that the IFA implement a tracking system containing industry and geographic area statistics for each project so that the Authority can immediately be alerted to industry or area problems.

For contract management, BRONNER recommended that the IFTA should compare the contractor's annual fee with industry standards and every effort should be made to reduce these costs. The contractor should record all principal and interest payments on loans that are guaranteed and produce a monthly aging report of such loans. Finally, BRONNER recommended that formal and comprehensive collection policies and procedures should be developed, documented and disseminated.

Client Name: City of Chicago Internal Audit Division
Project Name: Review of HUD Compliance for Chicago Department of Housing and Economic Development
Project Period: May 2013 – December 2013
Contact Name: Rena Lira, Internal Auditor
Email: rena.lira@cityofchicago.org
Telephone: (312) 742-3458

Project Summary:

BRONNER conducted a compliance review of City of Chicago’s Department of Housing and Economic Development (HED) to determine if HED maintains adequate management oversight, monitoring processes, and internal controls in place to comply with U.S. Department of Housing and Urban Development (HUD), City and/or Department rules, regulations, and operations. The review and report was designed to help HED pro-actively improve operations and compliance.

BRONNER worked with HED, Office of Budget and Management (OBM), and the Office of Internal Audit to define the scope of the review. Throughout the review process, BRONNER worked closely with HED, OBM, and Internal Audit to ensure the review addressed areas of concerns and provided actionable recommendations.

The review focused on HED programs funded with Community Development Block Grant, HOME, and other HUD funds. The review examined overall compliance issues with special attention given to cost allocation methodology, program income, delegate agency monitoring, fiscal and programmatic monitoring procedures, reporting and oversight. Additionally, the scope included review of findings from previous audits to ensure HED successfully implemented corrective actions.

BRONNER’s observations and recommendations were organized around six key control categories:

- Compliance Frameworks
- Policies and Procedures
- Cost Control Criteria
- Interdepartmental Protocols
- Knowledge Management (*includes Training*)
- Compliance Oversight and Monitoring

The final report presented information in easy to understand summary chart, as well as with detailed write-ups that identified specific condition/finding, the criteria, the risk/impact, and recommendation. HED was provided with the opportunity to provide a management response to clarify and resolve the identified conditions/findings.

Client Name: Port of Los Angeles
Project Name: TraPac Terminal Development Program Assessment
Project Period: January 2014 – April 2014
Contact Name: Jim Olds, Departmental Audit Manager
Email: jolds@pola.org
Telephone: (310) 733-3562

Project Summary:

In January 2014, the Port of Los Angeles (POLA) engaged BRONNER to conduct an independent, targeted assessment of the TraPac Terminal Development Program (TraPac Program). Between 2009 and 2013, a terminal development program executed by the Port of Los Angeles (POLA) on behalf of its tenant, TraPac, Inc. (TraPac) increased in estimated and approved cost from \$245 million to \$510 million, due in large part to a change in project scope from a conventional terminal to an automated terminal. In December 2013 an After Action Review (AAR) of the TraPac Program identified lessons learned from the project and established corrective actions to address and mitigate the events of the Program. Recommendations in the AAR included the performance of an independent review by a third party outside the City of Los Angeles government. POLA engaged BRONNER in January 2014 to conduct this assessment.

BRONNER conducted a series of stakeholder interviews with staff and management from several POLA divisions and departments, including Engineering, Real Estate, Finance, Audit, Legal, and Business Development. BRONNER also interviewed current and former members of the Board of Harbor Commissioners and the facilitator of the AAR. The consulting team conducted a detailed review of POLA documentation related to project development, management, and reporting; budgeting and cost estimation; department organization and oversight; and, strategic planning.

Based on its analysis, BRONNER identified lessons learned from its assessment and established recommendations for enhancements to POLA integration and risk management frameworks. BRONNER also established an implementation plan to facilitate POLA's ability to act upon these recommendations.

Client Name: Regional Transportation Authority
Project Name: Risk Assessment
Project Period: August 2011 – October 2011
Contact Name: Carol Lampard, Former Division Manager, External Audit
Email: clampard9@hotmail.com
Telephone: (217) 971-7864

Project Summary:

In conjunction with another firm, BRONNER performed a comprehensive risk assessment for the Regional Transportation Authority (RTA) and its service boards (Chicago Transit Authority, Pace, and METRA). The risk assessment was used as a tool to obtain a comprehensive overview of the risks facing the entire transportation system and improve the cooperation and coordination of the entities. Risk assessment tools with detailed definitions were developed. BRONNER facilitated interviews and focus groups to obtain input on the risks and management gap. This work included summarizing interview results in a work paper format. BRONNER helped develop a detailed graphic presentation of the impact, likelihood and management gaps by entity and prepared a heat map showing the relative ranking of risks and management gaps and assisted with the development. Finally, BRONNER assisted with the development of a recommended audit plan for the RTA.

Client Name: Chicago Housing Authority
Project Name: Internal Auditing
Project Period: June 1999 – present
Contact Name: Allen Faucett, Jr., Director of Audit Management and Compliance
Email: AFaucett@thecha.org
Telephone: (312) 913-7026

Project Summary:

In conjunction with another firm, BRONNER has been providing internal audit services to the Chicago Housing Authority (CHA) since 1999. BRONNER has assisted in audits for the following subject areas:

- Procurement and Contract Compliance
- Residential Operations Services Expenditures
- Asset Management Process
- Capital Construction Compliance
- IT General Controls
- Network Penetration Test
- Risk Assessment
- Enterprise-wide Policy and Procedure Review

Reviews conducted since 2010 include:

- **Private Property Management Company review:** BRONNER assisted with the establishment of tests for the private firms that manage CHA properties. A significant portion of the work focused on financial controls for Payroll test, Contracts, Disbursements, Rent receipts, Accounts Receivable, and Monthly Reconciliation. BRONNER staff reviewed tenant files to ensure they met CHA standards. The work included visiting CHA properties to confirm that on-site records matched the financial data provided by the private firms. BRONNER also examined the timeliness of the work order system while on-site.
- **Section 3 review:** BRONNER prepared a binder that provided all Section 3 rules and regulations to be used as a reference document for the internal audit of the Section 3 program.
- **Expense Account review:** BRONNER conducted a review of reimbursed employee expenses by testing individual expenses such as hotel and mileage expenditures for reasonableness and for compliance with CHA policy. This review resulted in a broader review of the expense reimbursement policy itself.
- **Authority-wide policy and procedure review:** BRONNER conducted an authority-wide policy and procedure review for compliance with and federal mandates, internal policy governance structure, and best practices. This review entailed requesting and analyzing policy and procedure documents from division heads throughout the authority as well as those available through the internet and intranet. BRONNER also reviewed the authority's business continuity and disaster recovery plans, waitlists, and unit deliver strategy.

Client Name: State of Georgia Department of Natural Resources
Project Name: Internal Audit Consulting Services
Project Period: September 2010 – January 2011
Contact Name: Paul Burkhalter, former Deputy Commissioner
Email: paulsburkhalter@gmail.com
Telephone: (404) 821-3266

Project Summary:

Facing fiscal pressures and substantial challenges in the areas of financial management, grants management, and overall agency compliance, the DNR Office of the Commissioner enlisted BRONNER to help DNR establish an internal audit program. Once established, the internal audit function would identify functional shortcomings to protect the Department and to support its execution of all mandated roles and responsibilities.

In order to design and establish the internal audit function, BRONNER interviewed DNR officials, reviewed agency plans, gathered and analyzed historical data, and addressed identified weaknesses. BRONNER's auditors focused on four main areas:

- Proper accounting and reporting protocols consistent with mandates and requirements
- Effective systems aligned with broader financial management
- Clear parameters for tracking and recording expenses and obligations
- Sound tracking mechanisms ensuring appropriate transactional activity

BRONNER designed and recommended an internal audit function for DNR to ensure quality, compliance, and protect DNR by discovering vulnerabilities. BRONNER prepared the audit program by developing policies and procedures, a draft audit charter, and an operational framework manual. BRONNER also conducted initial audits and presented a report with detailed findings. BRONNER additionally vetted and prepared DNR's new chief internal auditor during the transition. BRONNER worked to ensure that a strong chief internal auditor was selected and that the role of the Office of the Internal Auditor was clearly defined and communicated throughout the organization.

The final detailed audit program and two-year audit plan developed by BRONNER provided DNR with a comprehensive risk assessment structure. This enabled DNR to have an internal audit function with sufficient resources, structure, and organization-wide access to effectively discharge all of the duties required by the office.

Client Name: Georgia Department of Audits and Accounts
Project Name: Recommendations for Georgia’s Statewide Accounting and Auditing Functions
Project Period: November 2001 – March 2003
Contact Name: Russell Hinton, Former State Auditor
Email: hintonrw@bellsouth.net
Telephone: (770) 540-7367

Project Summary:

BRONNER was engaged by the Georgia Department of Audits and Accounts (DOAA) to evaluate the appropriateness of the inclusion of the DOAA in Georgia Technology Authority’s (GTA) Converged Communications Outsourcing Project (CCOP) (now abolished). The GTA had proposed CCOP, a statewide project, to outsource telecommunications services for state and local government agencies, potentially including public instrumentalities such as universities, colleges, schools, libraries and other government entities. The initiative was to include the delivery, integration, and management of a converged suite of telecommunications and information technology services in a complex, statewide environment.

Based on comprehensive interviews, analysis and compilation of relevant information, BRONNER determined the immediate need for the separation of duties between DOAA’s audit and financial reporting responsibilities. BRONNER recommended a four-step action plan with the objectives of:

- Resolving the historical auditor independence issue
- Improving the ability to issue timely state financial reports
- Providing a ‘best of breed’ state-level financial management capability

BRONNER’s study suggested that there should be an organizational re-alignment of financial reporting and statewide financial system responsibilities. Both of these groups should be relocated to a single organization that will also support critical, missing financial management responsibilities for statewide financial accounting, and ultimately support the role of a Chief Accounting Officer.

BRONNER’s recommended plan has assisted the State of Georgia in the eventual creation of the State Accounting Office.

Sample Risk Assessments

The following bullet points and charts represent a risk assessment that BRONNER conducted for a client. For this risk assessment, each business risk that the entity could face is measured in terms of its impact and its likelihood. Impact measures the quantitative and qualitative effects that the risk could have on the entity's operations and management. Likelihood measures the probability of that risk occurring in the entity's environment.

Additionally, the risk is evaluated based on its management effectiveness (ME) gap. The Management Effectiveness assesses the ability of the entity's people, processes, and technologies to prevent the risk from occurring and/or mitigate its effects. The ME Gap represents the difference between the ME of the entity's current state for a given function or area and the ME of the entity's desired state in that function or area, as determined by interviews with the entity's management.

Ranked Key Business Risk Based on Four Criteria Sets

- Impact – 5 is High and 1 is Low
- Likelihood – 5 is Almost Certain and 1 is Rare
- Risk Score is calculated by multiplying the Impact times Likelihood
- Management Effectiveness (Current State) – 5 is Optimized and 1 is Initial
- Management Effectiveness (Desired State) – 5 is Optimized and 1 is Initial
- Risk Score is calculated by multiplying the Impact times Likelihood
- Management Effectiveness Gap is calculated by subtracting the Current State from Desired State

Risk rating criteria: Impact

	Quantitative Criteria	Qualitative Criteria
5 – High	<ul style="list-style-type: none"> • Significant impact on budget (e.g., > 30% of funding) • A route, station, or facility is closed or shut down (e.g., greater than 24 hours) • Impacts or delays more than 25% of passengers/riders • A single incident results in more than 15 injuries to passengers, riders, or employees • A single incident results in more than 5 casualties to passengers, riders, or employees 	<ul style="list-style-type: none"> • Long-term negative impact on administration/operations (e.g., system failure) • Non-compliance with regulatory requirements (e.g., regulatory requirements results in loss of funding) • Major impact to implementing the strategic plan/Board level action to address
4 – Moderate to High	<ul style="list-style-type: none"> • Considerable impact on budget (e.g., 10 – 20% of funding) • Impacts or delays more than 15% of passengers/riders • A route, station, or facility is closed or shut down (e.g., 4 to 24 hours) • A single incident results in more than 6 – 15 injuries to passengers, riders, or employees • A single incident results in more than 2 – 4 casualties to passengers, riders, or employees 	<ul style="list-style-type: none"> • Short – mid-term negative impact on administration/operations (e.g., moderate impact to service, project delays, inefficiency) • Organization is placed on regulatory requirements watch list • Events and problems will require Board and senior management attention • Fallout from risk will create negative public perception for organization
3 – Moderate	<ul style="list-style-type: none"> • Impact on budget is manageable but detrimental (e.g., up to 10% of funding) • A route, station, or facility is closed or shut down (e.g., 1 – 3 hours) • Impacts or delays more than 5% of passengers/riders • A single incident results in 5 or less injuries to passengers, riders, or employees • A single incident results in 1 or less casualties to passengers, riders, or employees 	<ul style="list-style-type: none"> • Short-term negative impact; impact on administration/operations (e.g., ineffective processes, limited controls) • Events require senior and middle management intervention
2 – Low to Moderate	<ul style="list-style-type: none"> • A route, station, or facility is closed or shut down (e.g., < 1 hour) 	<ul style="list-style-type: none"> • Consequences can be absorbed under normal operating conditions • Issues delegated to middle management for resolution
1 – Low	<ul style="list-style-type: none"> • No potential impact on funding 	<ul style="list-style-type: none"> • No impact on operations • Issues delegated to supervisory/line management and staff to resolve

Risk rating criteria: Likelihood

	Criteria
5 – Almost Certain	<ul style="list-style-type: none"> • Event is expected to occur in most circumstances • More than 90% probability (e.g., snow in Chicago in January and February)
4 – Likely	<ul style="list-style-type: none"> • Event will probably occur in most circumstances • More than 50% probability and up to 90% probability (e.g., snow in Chicago in December)
3 – Moderate	<ul style="list-style-type: none"> • Event should occur at some time • More than 25% and up to 50% probability (e.g., snow in Chicago in November)
2 – Unlikely	<ul style="list-style-type: none"> • Event could occur at some time • More than 5% up to 25% probability (e.g., snow in Chicago in October)
1 – Rare	<ul style="list-style-type: none"> • Event may only occur in exceptional circumstances • Less than 5% probability (e.g., snow in Chicago in May)

Risk rating criteria: Management effectiveness

	People	Process	Technology
5 – Optimized	<ul style="list-style-type: none"> Staffing levels/skills are actively managed to meet short and long-term needs. Staff are cross-trained/back up all key functions. Active succession/career planning for key roles. All staff have the appropriate skills/competency to effectively manage risk and improve the processes they operate. 	<ul style="list-style-type: none"> All key processes are well-defined/documented. Processes are reviewed/assessed regularly to ensure they meet short/long-term needs. There is active risk assessment, management reporting and monitoring for all key processes. 	<ul style="list-style-type: none"> Technology aligned to support all processes. Technology requirements continually evaluated for short and long-term business needs. Technology is actively used as a risk management enabler to aggregate, quantify, monitor and optimize business risk.
4 – Managed	<ul style="list-style-type: none"> Staffing levels/skills are actively managed to meet short-term needs. Staff cross-trained for a majority of key functions. Informal career/succession planning. Majority processes have staff with appropriate risk management skills/competency. 	<ul style="list-style-type: none"> All key processes are well-defined/documented. Processes are reviewed/assessed regularly to meet short-term business needs. Active risk assessment, management reporting and monitoring for a majority of key processes. 	<ul style="list-style-type: none"> Technology aligned to support a majority of business processes. Technology requirements are continually evaluated for short-term business needs. Technology is used as a risk management enabler to aggregate, quantify, monitor and optimize business risk.
3 – Defined	<ul style="list-style-type: none"> Staffing levels/skills are periodically managed to meet short-term needs. Staff are cross-trained for some key functions. Informal career/some succession planning. Majority processes have staff with appropriate risk management skills/competency. 	<ul style="list-style-type: none"> Majority key processes well-defined/documented. Some processes reviewed/assessed regularly to meet short-term business needs. Active risk assessment, management reporting and monitoring for some key processes. 	<ul style="list-style-type: none"> Technology aligned to support a majority of business processes. Technology requirements periodically evaluated for short-term business needs. Technology is sometimes a risk management enabler.
2 – Repeatable	<ul style="list-style-type: none"> Staffing levels periodically managed to meet short-term business needs. Staff skill requirements informally evaluated on a periodic basis. Informal career/some succession planning. Some processes have staff with appropriate risk management skills/competency. 	<ul style="list-style-type: none"> Some key processes well-defined/documented. Some processes reviewed/assessed regularly to ensure they meet short-term business needs. 	<ul style="list-style-type: none"> Technology aligned to support some business processes. Technology requirements evaluated reactively when a key change occurs in business process. Technology is used minimally to manage risk.
1 – Initial	<ul style="list-style-type: none"> Staffing done on a reactive basis to meet short-term business requirements. Risk skills/competence are not effectively matched/developed. 	<ul style="list-style-type: none"> Processes rely heavily on the people performing the processes to consistently operate. Process not well developed or documented. 	<ul style="list-style-type: none"> Technology is not effectively utilized in the processes it supports.

Sample Deliverables

Internal Audit Charter

The following document is the Charter for the Internal Audit Department for Metra, the commuter rail system in the Chicago metropolitan region. BRONNER is currently conducting an Internal Audit function assessment and redesign engagement for Metra's Internal Audit Department.

Metra Internal Audit Department Charter

Introduction

Internal audit is an independent objective assurance and consulting activity designed to add value and improve the organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes. The objectives of internal audit are to assist members of the organization in the effective discharge of their responsibilities by furnishing them with analyses, appraisals, recommendations, counsel, and information concerning the activities reviewed and by promoting effective control at reasonable cost.

Role of the Internal Audit Department

The Internal Audit Department is established by the Board of Directors, and its responsibilities are defined in this charter which is approved by the Audit and Finance Committee of the Board of Directors. Pursuant to Board Ordinance, the Chief Audit & Compliance Officer reports to the Audit and Finance Committee of the Board of Directors, which ensures a sufficient level of independence from management.

Authorization and Responsibilities

Authorization is granted for full and complete access to any of the organization's records (either manual or electronic), physical properties, and personnel relevant to an audit engagement. Documents and information given to internal auditors during a periodic review will be handled in the same prudent manner as by those employees normally accountable for them.

Internal auditors have no direct responsibility or any authority over any of the activities or operations that they review. They should not engage in company operating activities, as involvement in operating activities could violate industry-accepted auditor independence standards.

Recommendations and opinions on standards of control that apply to a specific activity may be included in the written report of audit findings which is given to management for review and implementation.

The Chief Audit and Compliance Officer is responsible for ensuring that all activities of the Internal Audit Department are carried out in compliance with the [*International Standards for the Professional Practice of Internal Auditing*](#) (Standards), promulgated by the Institute of Internal Auditors.

Definition of Audit Scope

The scope of internal audit encompasses the following activities:

- Review the adequacy and effectiveness of management's processes for risk management, internal control, and governance.
- Review the adequacy and effectiveness of management's system for strategic and annual plans and objective setting, and ensure the annual internal audit plan is designed to assist in attaining these objectives.
- Review established systems, policies, and procedures to determine if they are adequate to ensure the organization is in compliance with laws and regulations.
- Review financial reporting and disclosure controls and advise management in their representations and assertions regarding these controls.
- Review means of safeguarding assets.
- Appraise efficiency and effectiveness with which resources are deployed.
- Coordinate audit efforts with those of the organization's public accountants.
- Advise in the design/development of new business and computer systems.
- Assist the Board of Directors, the Audit and Finance Committee and the Executive Office with special engagements and consultations.
- Review the organization's guidelines for ethical business conduct and the process for ensuring compliance.
- Periodically review procedures for receipt, retention, and treatment of complaints about accounting and auditing matters.
- Evaluate plans and actions taken to correct reported conditions.
- Provide adequate follow-up to ensure corrective action is taken and evaluate its effectiveness and report results.
- Submit annual audit plans and status reporting to the Audit and Finance Committee of the Board of Directors.
- Periodically report audit findings and status of corrective action to the Audit and Finance Committee of the Board of Directors.
- Annually review the internal audit charter and policies/procedures, modify, if appropriate, and submit to Audit and Finance Committee of the Board of Directors for review and/or approval.

Reporting Accountabilities

Following an audit, a preliminary exit conference will be conducted. A draft report will be issued for review by all participants. In addition to the draft report being provided to the relevant departments, a copy of the draft report will be issued to the ED/CEO. The ED/CEO will be invited to the preliminary exit conference and may attend based upon desire and availability. Any information that is incorrect in the draft report may be changed at the preliminary exit conference or thereafter, following consulting with and input from participants. The objective is to obtain agreement on any outstanding issues. A written management response will be requested for inclusion in the final report.

A final written report will be prepared and issued under the direction of the Chief Audit and Compliance Officer following the conclusion of each audit and will be distributed as appropriate. Generally, a summary of audit results will be provided to the Audit and Finance Committee of the Board of Directors quarterly. Significant audit findings will be shared with the Audit and Finance Committee of the Board of Directors more frequently when necessary.

The following document is the Audit Charter for the United States Holocaust Memorial Museum. Pursuant to a Presidential appointment, Gila Bronner served as a member of the governing board of the Museum. As a former chair of the Museum's Audit Committee, Ms. Bronner established the Audit Charter, and continues to serve as a member of the Audit Committee.

United States Holocaust Memorial Museum Audit Charter

Introduction

Internal auditing provided by the United States Holocaust Memorial Council's Office of Internal Audits is an independent appraisal function established within the United States Holocaust Memorial Museum to examine and evaluate its activities as a service to the United States Holocaust Memorial Council and Museum management. The internal auditor must maintain a high degree of independence and not be assigned duties or engage in any activities that would normally be expected to be reviewed or appraised by the internal audit function. The Standards for the Professional Practice of Internal Auditing, published by the Institute of Internal Auditors, and the Government Auditing Standards, published by the Comptroller General of the United States shall serve as guidelines for internal audit activities. The internal auditor shall carry out these duties with the highest degree of professionalism.

Organizational Structure

The internal auditor reports to the Audit Committee of the U.S. Holocaust Memorial Council. All final reports prepared by the internal auditor shall be forwarded to the Council's Audit Committee, the Museum director, and other appropriate management officials immediately upon issuance. On a day-to-day basis, the internal auditor works closely with the Museum director or other senior management as appropriate, keeping the director apprised of all audit activities. Unless unusual circumstances dictate otherwise, all audit results and reports will be discussed with the Museum director prior to presentation to the Audit Committee. All final audit reports should include management's comments.

Purpose

The internal auditor is responsible for providing the Council with independent assessments of all Museum operations through the conduct of audits, investigations, and management reviews of Museum programs and activities. The internal auditor is responsible for reviewing the adequacy and effectiveness of the Museum's system of internal administrative and accounting controls and the quality of operating performance when compared with established standards, and for recommending alternatives and modifications to existing systems and operations to improve overall efficiency and effectiveness. To accomplish these objectives the internal auditor is authorized to have full, free, and unrestricted access to all Museum functions, property, personnel, and records as appropriate. Although such access will be unlimited, the internal auditor shall ensure the safekeeping and confidentiality of all records and information.

Scope of Activities

The objective of the internal auditor is to assist the Council and senior Museum management in effectively discharging their duties and responsibilities by furnishing them with objective analyses, appraisals, and recommendations concerning the activities reviewed. The internal auditor will accomplish this objective by:

- Developing a Museum-wide annual internal audit plan based on a Museum-wide risk assessment and coordinating the implementation of this plan with the Council's Audit Committee. This plan is prepared and submitted annually, with review comments from the Museum director, to the Council's Audit Committee for review and approval by December 1. The plan will provide for flexibility in the event that the Audit Committee, independently or upon recommendation of the director, determines that unforeseen situations require immediate attention.
- Providing independent appraisals with recommendations, where appropriate, regarding such subjects as the Museum's ability to produce reliable financial and operating information; to comply with applicable policies, plans, procedures, laws, and regulations; to adequately safeguard assets; to use resources economically and efficiently; to accomplish established objectives and goals for operations and programs in an effective manner, and other matters of interest or concern to the Council or Museum director.
- Maintaining a tracking system for the monitoring of accepted audit recommendations and their related implementation status.
- Preparing bi-annual reports summarizing the activities of the internal audit function.

While the internal auditor will provide support and assistance to the Museum's external audit firm, the responsibility for conducting the Museum's annual financial statement audit will remain with the Museum's external audit firm.

Quality Assurance

The internal auditor shall establish and maintain a program of quality assurance designed to provide reasonable assurance that all work performed by the internal auditor conforms to the guidelines under which the internal auditor operates. This program should include training and provision for an external peer review process no less than every three years, as suggested by generally accepted governmental auditing standards.

Internal Audit Consulting Report

Attached to this proposal is a copy of the TraPac Terminal Program Assessment report that BRONNER prepared for the Port of Los Angeles in April 2014.

City of Bloomington Request for Proposal #2015-41, Required Forms,
and Addendum #1



FOR COUNCIL: February 23, 2015

SUBJECT: One (1) year Extension of Auditors Contract

RECOMMENDATION/MOTION: Recommend that the audit contract with Sikich, LLP for annual audit of the City and US Cellular Coliseum (USC) and other advisory consulting services as required be extended for one (1) year 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 1.a. Budget with adequate resources to support defined services and level services.

BACKGROUND: The City has used Sikich for its annual city-wide audit for the last seven (7) years ending with the fiscal year 2014. Sikich audits the City, USC, and Bloomington Library as part of their annual contract. In April 2013, Council approved a two (2) year extension of the audit contract with Sikich as there were key vacancies within the department, was operating in the Munis post live environment, and was investigating numerous issues.

Sikich has partnered with the City on a variety of scopes of work outside the annual audit including a forensic audit, city-wide cash handling study and multiple organizational assessments. The Finance department respectfully requests an extension of one (1) year to provide continuity for the proposed internal audit program; allowing the internal auditors to leverage the work and documentation of Sikich.

Sikich has agreed to hold their constant fee for one (1) year. Finance plans to hold a competitive bid for audit services in January of 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Sikich has quoted the following fees to extend the contract one (1) year:

	Actual FY2014 Fees	Quoted FY2015 Fees	% increase
City Audit	\$83,200	\$83,200	-0-
U.S.Cellular Coliseum	\$35,900	\$35,900	-0-

Funding for the FY 2015 annual financial statement audits are included in the FY 2016 proposed budget. The City Audit is budgeted under Finance-Auditing Services account (10011510-70090). Stakeholders can locate this in the Proposed FY 2016 Budget Book titled "Budget Overview & General Fund" on page 140. The U.S. Cellular Coliseum Audit is budgeted under City Coliseum-Auditing Services account (57107110-70090). Stakeholders can locate this in the

Proposed FY 2016 Budget Book titled "Other Funds and Capital Improvement Program" on page 151.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

Financial & Budgetary review by: Patti-Lynn Silva, Finance Director
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Sikich City Audit Letter
Attachment 2. Sikich Coliseum Audit Letter

Motion: That the audit contract with Sikich, LLP for annual audit of the City and US Cellular Coliseum (USC) and other advisory consulting services as required be extended for one (1) year and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

February 13, 2015

The Honorable Mayor and
City Council
City of Bloomington
109 E Olive Street
P.O. Box 3157
Bloomington, Illinois 61702

We are pleased to confirm our understanding of the services we are to provide the City of Bloomington for the year ended April 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Bloomington as of and for the year ended April 30, 2015.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Bloomington's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Bloomington's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual, for the General Fund and any major special revenue funds
3. Schedule of Funding Progress and Schedule of Employer Contributions for the Illinois Municipal Retirement Fund, Police Pension Fund, Firefighters' Pension Fund, and Other Post-Employment Benefits Plan
4. Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Bloomington's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund financial statements and schedules
2. Schedule of expenditures of federal awards (separately issued)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory Section of Comprehensive Annual Financial Report
2. Statistical Section of Comprehensive Annual Financial Report
3. Financial statements of City of Bloomington Police Pension Fund, which will be audited separately by other auditors

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material affect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance.

The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will make reference to other auditor's audit of the Bloomington Police Pension Fund, Bloomington Firemens' Pension Fund, and the Miller Park Zoological Society in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal award received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and any other non-audit services we provide.

You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes and that you have reviewed and approved the financial statements, scheduled of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The nonattest services expected to be performed during our audit of the financial statements as of and for the year ended April 30, 2015 are as follows:

1. Prepare copies and an electronic copy (.pdf) of the comprehensive annual financial report (CAFR) of the City (report covers, dividers, introductory section, Management's Discussion and Analysis, other supplemental information, and statistical section information to be provided by the City).
2. Prepare copies of the management letter.
3. Prepare copies of the report on compliance with provisions of 65 ILCS 5/11-74 of the Illinois Tax Increment Redevelopment Allocation Act.
4. Prepare copies and electronic filing of the Illinois Comptroller Annual Financial Report.
5. Prepare copies and an electronic copy (.pdf) of the Single Audit Report.
6. Prepare copies of the Combined Statement of Revenues and Expenditures for Annual Treasurer's Report.
7. Assist the City in submitting its comprehensive annual financial report (CAFR) to the Certificate of Achievement for Excellence in Financial Reporting Program, including preparation of the GFOA Certificate Responses and review of the application materials.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter.

This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

At the conclusion of our audit, we will also request certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal awards programs; compliance with laws, regulations, contracts and grant agreements, and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Bloomington's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Bloomington's major programs. The purpose of these procedures will be to express an opinion on the City of Bloomington's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Examination of Management's Assertion of Compliance

We will also examine management's assertion that the City of Bloomington complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2015. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether management's assertion that the City of Bloomington complied with the aforementioned requirements is fairly stated, in all material respects. If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement. The management of the City of Bloomington is responsible for its assertion and for its compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or other illegal acts, that may exist. However, we will inform you of any material errors or fraud that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential.

At the end of the examination engagement, we will require additional representations from management which can be included with the representations made in relation to the audit of the financial statements.

Engagement Administration, Fees, and Other

In accordance with professional standards, any discussions during the period of the engagement between the City of Bloomington and a member of the Sikich engagement team regarding potential employment or association with the City creates an impairment of independence for the Sikich employee and possibly the firm. Such a situation could require us to temporarily or permanently remove that person from your engagement or to perform additional procedures or re-perform procedures, which would increase our fees. Should we not become aware of the impairment until after the conclusion of the engagement, the firm's independence would be deemed to have been impaired. Please inform appropriate personnel in your city to refrain from any such discussions with any Sikich staff while the engagement is ongoing and notify (engagement partner) immediately if you or anyone else in your city becomes aware that any such discussions may have occurred.

In the event you desire to hire a member of the Sikich LLP staff within one year of the completion of this engagement, a recruiting fee will be assessed at 30% of the first year salary per hire and paid to Sikich LLP upon our notification of such hiring.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that the City will provide us with the basic information required for our audit and examination, including information specified in the *Client Assist Workpaper Listing*, Preliminary Fieldwork and in the *Client Assist Workpaper Listing*, Final Fieldwork (to be developed and delivered to the City of Bloomington at the conclusion of preliminary fieldwork), and that the City of Bloomington is responsible for the accuracy and completeness of that information. Assistance to be supplied by your personnel, including the preparation of schedules and analyses of accounts, has been or will be discussed and coordinated with the City's Finance Director.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted and certified within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit and examination documentation for this engagement is the property of Sikich LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to U.S. Government Accountability Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sikich LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry (other than that mentioned in the previous paragraph) or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

The audit and examination documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by certain federal and/or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Sikich LLP does not keep any original client records so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

We expect to begin our preliminary fieldwork in May 2015 with final fieldwork to begin at a mutually agreed upon date, and to issue our reports in preliminary form no later than October 9, 2015. Final reports will be issued upon approval of the preliminary drafts. Chad Lucas is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services including travel and other out-of-pocket costs such as typing and reproduction costs and will be \$83,200. This fee is based upon anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review accompanies this letter.

We reserve the right to suspend or terminate services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of our services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You hereby agree to indemnify and hold harmless Sikich LLP and its partners, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third party claim, threat or proceeding relating to the performance of any services by Sikich LLP under this engagement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to one times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or cause of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards.

Additionally, our liability as auditors shall be limited to the period covered by our audit and shall not extend to later periods for which we are not engaged as auditors or prior periods before we were engaged as auditors. In no event will Sikich be liable to you or any third party, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this agreement to which the claim relates, or for any consequential, indirect, lost profit, punitive or similar damages relating to Sikich's services provided under this agreement.

If any dispute, controversy or claim arises in connection with the performance or breach of the agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

Acceptance

You acknowledge having read this agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same and fully understand and agree to be bound by the terms of this agreement.

Please indicate your understanding and acceptance of this agreement and your intention to be legally bound by executing this agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Sikich US".

Sikich LLP
by Chad A. Lucas, Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Bloomington.

By: _____

Title: Finance Director

Date: _____

By: _____

Title: City Manager

Date: _____

By: _____

Title: Mayor

Date: _____



System Review Report

July 17, 2014

To the Partners of
Sikich LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory agencies, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and an examination of a service organization (Service Organizations Control [SOC] 1 engagement).

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

Heinold Banwart, Ltd

February 13, 2015

To the Honorable Mayor and City Council
and Central Illinois Arena Management, Inc.
City of Bloomington, Illinois
109 E Olive Street
P.O. Box 3157
Bloomington, Illinois 61702

We are pleased to confirm our understanding of the services we are to provide the City of Bloomington, Illinois and Central Illinois Arena Management, Inc. (CIAM) relating to the operation of U.S. Cellular Coliseum (the Coliseum) for the year ended April 30, 2015. We will audit the financial statements of the Coliseum, an enterprise fund of the City of Bloomington, Illinois, as of and for the year ended April 30, 2015.

Audit Objective

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the Coliseum is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under auditing standards generally accepted in the United States of America and such services will not be conducted in accordance with such standards. You agree to assume all management responsibilities relating to the financial statements, related notes and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The nonattest services expected to be performed during our audit of the financial statements as of and for the year ended April 30, 2015 are as follows:

1. Prepare copies and an electronic copy (.pdf) of the annual financial report (AFR) of the Coliseum.
2. Prepare copies of the management letter.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Coliseum or to acts by management or employees acting on behalf of the Coliseum.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Coliseum's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

In accordance with professional standards, any discussions during the period of the engagement between the Coliseum and a member of the Sikich engagement team regarding potential employment or association with the Coliseum creates an impairment of independence for the Sikich employee and possibly the firm. Such a situation could require us to temporarily or permanently remove that person from your engagement or to perform additional procedures or re-perform procedures, which would increase our fees. Should we not become aware of the impairment until after the conclusion of the engagement, the firm's independence would be deemed to have been impaired. Please inform appropriate personnel at the Coliseum to refrain from any such discussions with any Sikich staff while the engagement is ongoing and notify (engagement partner) immediately if you or anyone else at the Coliseum becomes aware that any such discussions may have occurred.

In the event that you desire to hire a member of the Sikich LLP staff within one year of the completion of this engagement, a recruiting fee will be assessed at 30% of the first year salary per hire and paid to Sikich LLP upon our notification of such hiring.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

The assistance to be supplied by Coliseum personnel is described in the client assisted workpaper request list which outlines the specific schedules and analyses of accounts we are requesting for this engagement. The request list will be discussed with and coordinated with Kelly Klein, CIAM Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. This engagement letter assumes that all records, documentation and information we requested in connection with our audit (and outlined in the client assisted work-paper request list) are complete and available at the beginning of final fieldwork.

It also assumes that key personnel are available to us during the duration of the audit. The accuracy of these assumptions will allow us to conduct our audit without any delays or inefficiencies. The fee noted in our engagement letter is based on the accuracy of these assumptions. If the assumptions are not accurate and you fail to provide the records, documentation, information and key personnel required, there may be additional fees to cover our cost for the delays and possible rescheduling of the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We understand that representatives of Central Illinois Arena Management Inc. and the City will provide us with the basic information required for our audit, and examination including information specified in the *Client Assist Workpaper Listing* (to be developed and delivered to Central Illinois Arena Management Inc. prior to fieldwork), and that Central Illinois Arena Management Inc. and the City is responsible for the accuracy and completeness of that information.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The audit documentation for this engagement is the property of Sikich LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which we are not a party. If requested, access to such audit documentation will be provided under the supervision of Sikich LLP. Our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release. Sikich LLP does not keep any original client records so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

We will begin our audit at a mutually agreed upon date. Final reports will be issued upon your approval of the preliminary drafts. Chad Lucas is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services, including travel and other out-of-pocket costs such as typing and reproduction costs, will be \$35,900. This fee is based upon anticipated cooperation from the City and Central Illinois Arena Management Inc.'s personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review accompanies this letter.

We reserve the right to suspend or terminate services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of our services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You hereby agree to indemnify and hold harmless Sikich LLP and its partners, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third party claim, threat or proceeding relating to the performance of any services by Sikich LLP under this engagement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of fees we receive from you for this engagement, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or cause of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as auditors shall be limited to the period covered by our audit and shall not extend to later periods for which we are not engaged as auditors or prior periods before we were engaged as auditors. In no event will Sikich be liable to you or any third party, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this agreement to which the claim relates, or for any consequential, indirect, lost profit, punitive or similar damages relating to Sikich's services provided under this agreement.

If any dispute, controversy or claim arises in connection with the performance or breach of the agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association.

Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

Acceptance

You acknowledge having read this agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same and fully understand and agree to be bound by the terms of this agreement.

Please indicate your understanding and acceptance of this agreement and your intention to be legally bound by executing this agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Sikich, LLC" or similar, written in a cursive style.

Sikich LLP
By Chad A. Lucas, Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Bloomington and Central Illinois Arena Management, Inc.

By: _____

Title: City Finance Director

Date: _____

By: _____

Title: City Manager

Date: _____

By: _____

Title: Mayor

Date: _____

By: _____

Title: Central Illinois Arena Management, Inc. Representative

Date: _____



System Review Report

July 17, 2014

To the Partners of
Sikich LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory agencies, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and an examination of a service organization (Service Organizations Control [SOC] 1 engagement).

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

Heinold Banwart, Ltd



FOR COUNCIL: February 23, 2015

SUBJECT: Renewal of Good Energy Service Agreement

RECOMMENDATION/MOTION: Recommend that the Amendment to the Service Agreement with Good Energy, L.P. be approved and the Resolution be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Good Energy was engaged by the City in May of 2012 to provide marketing services for the opt out electricity aggregation program. This contract expired in December of 2014. This Amendment extends that contract for an additional two (2) years so that Good Energy can begin service provider negotiations on our behalf, along with the other forty (40) municipalities in the aggregation consortium, on March 12, 2015. To summarize the fees involved, there are fees that Good Energy receives for their services and a civic contribution that is paid by the electric provider directly back to the City. The fees that Good Energy receives for their services are based on an electricity usage formula and are paid to Good Energy by the electric customers at the rate of $\frac{3}{4}$ of $\frac{1}{10}$ of one cent per kilowatt hour (\$0.00075/kWh). As an example, based on last year's usage, the amount Good Energy would receive for their services to the City would be about \$114,000. The civic contribution that would accrue back to the City would be about \$225,000. The savings realized by residents would be about \$305,000 or about \$17 per year per residential customer.

FINANCIAL IMPACT: Good Energy, L.P., fees will be paid by the selected electricity supplier per kWh (volumetrically) for electricity purchased for the duration of the municipal contract. Such fees will be consistent with those fees paid for other nearby municipalities.

Respectfully submitted for Council consideration.

Prepared by: Stephen Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Amendment to the Services Agreement
Attachment 2. Resolution
Attachment 3. Original Services Agreement
Attachment 4. Homefield Energy Contract
Attachment 5. Good Energy Fact Sheet

Motion: That the Amendment to the Service Agreement with Good Energy, L.P. be approved and the Resolution be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

AMENDMENT TO THE SERVICES AGREEMENT

This Amendment to the Services Agreement, by and between the City of Bloomington (City), Illinois, located at 109 East Olive Street, Bloomington, Illinois and Good Energy, L.P., with offices located at 232 Madison Avenue, 3rd Floor, New York, NY 10016 (collectively, the “Parties”) is hereby entered into as of _____, 2015.

WHEREAS, the Parties entered into a Services Agreement (the “Agreement”) on December 1, 2011, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the original term of the Agreement expires December 2014; and

WHEREAS, the Parties desire to renew and extend the Agreement under the same terms and conditions contained therein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Agreement, and other good and valuable consideration given and received, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Agreement shall extended on its original terms and conditions for an additional two (2) years, from January 1, 2015 to December 31, 2016.
2. This Amendment binds the Parties and their successors or assigns.
3. This document, including the attached original Agreement, constitutes the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below, to be effective as of the date first set forth above

GOOD ENERGY, L.P.
By: Good Offices Technology Partners, LLC,
General Partner

CITY OF BLOOMINGTON, ILLINOIS

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO DO NOT OPT OUT OF SUCH A PROGRAM (Electric Aggregation)

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, permits a city, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, the City of Bloomington (City) in a referendum held on April 6, 2013, submitted the public question of whether it should operate the program as an opt-out program; and

WHEREAS, the referendum passed by a majority vote of the qualified electors voting on the question; and

WHEREAS, because electricity is a commodity for which supply bids typically are made each morning and expire the same day at the close of business, the City must act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers; and

WHEREAS, the City Council finds that the best interests of the City are served by authorizing City officials to receive and review bids and, in consultation with the City's consultant Good Energy, LP, accept the bid most beneficial to the City, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the City and to arrange for competitive electric supply to these retail electrical accounts; and

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

SECTION 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated into this Resolution as if set forth in full in Section 1.

SECTION 2. The corporate authorities of the City hereby authorize and direct the Mayor or his/her designee to receive and review bids and, in consultation with the City's consultant Good Energy, LP, accept the bid most beneficial to the City without further action of the City Council. The Mayor or his/her designee is hereby authorized to execute a service agreement with the bidder who submits the bid most beneficial to the City for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, without further action of the City Council, with said execution and attestation to take place within the applicable time constraints required by the bidder; provided, however, that the energy price to be paid per kilowatt hour pursuant to the service agreement is less than the default rate currently in effect, resulting in savings for the City residential and small commercial retail customers.

SECTION 3. All prior actions of the City officials, employees, and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

SECTION 4. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. This Resolution shall be effective immediately and shall remain in effect until rescinded by the City, and shall remain in effect for the current bid and any and all future bids associated with each occasion when the renewal of an electricity supply contract for its Municipal Electricity Opt-Out Aggregation Program exists.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion was made by Councilman _____, seconded by
Councilman _____, the Resolution be adopted.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ OF
_____, 2015.**

Roll Call Vote:

Ayes:

Nays:

Absent:

APPROVED:

Mayor

ATTEST:

Clerk

EXAMINED AND APPROVED:

Corporation Counsel

SERVICES AGREEMENT

Professional Energy Consulting Services

This Services Agreement (“Agreement”) is made and entered into and effective on this 1st day of December, 2011 (“Effective Date”) by and between the City of Bloomington, Illinois (“Bloomington”), an Illinois Municipal Corporation, with offices located at 109 E. Olive St., Bloomington, IL 61701, and **Good Energy, L.P** (“Service Provider”), with an office and principal place of business located at 232 Madison Avenue, Suite 405, New York, NY 10016.

Recitals

WHEREAS, Bloomington desires to engage Service Provider to perform electricity consultancy services and procurement for Bloomington residential and small commercial electric accounts.

WHEREAS, Services Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Provider shall:

- A. Provide the following services:
 - 1. Electricity Residential opt-out consulting services
 - 2. Marketing services for opt-out electricity aggregation program and associates costs to perform awareness campaign
 - 3. Coordinating efforts with the Illinois Commerce Commission
 - 4. Attending public hearings with the City and other municipal partners.
 - 5. Bid creation and execution with multiple electricity suppliers with final selection of an electric supplier being decided by Bloomington
 - 6. Negotiating fees for the City with winning suppliers in an amount equal to or greater than the rate negotiated for Good Energy, L.P.
 - 7. After purchase program delivery and on-going daily monitoring,

- B. Give prompt notice to Bloomington should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the electricity sale & purchase agreement.

- C. Remit to Bloomington after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

- D. Comply with all statutes, ordinances, laws, rules and regulations which may be applicable to the services provided hereunder.

II. Obligations of Bloomington. Bloomington shall:

- A. Assist the Service Provider by placing at its disposal all public information pertinent to the services for the project, upon reasonable request.
- B. Use reasonable efforts to secure release of other data applicable to the project held by others.
- C. Give prompt notice to the Service Provider should Bloomington observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Consider an ordinance to put the opt out referendum on the ballot on the next election

III. Term and Termination. The Agreement shall commence on the 1st day of December, 2011 and shall terminate on the 1st day of December, 2014, or as otherwise mutually agreed to by Bloomington and the Service Provider. Bloomington may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Bloomington prior to its natural expiration, Service Provider shall be paid the term of electricity purchased through the residential small commercial opt-out contract by the current alternative supplier.

IV. Payment.

Bloomington agrees that Good Energy fees will be paid by the selected electricity supplier per kWh (volumetrically) for electricity purchased for the duration of the municipal contract. Such fees will be consistent with those fees paid for other nearby municipalities.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Bloomington. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Bloomington of a partnership, association, or joint venture.

VI. Indemnification.

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Bloomington, its officers, officials, and employees harmless from and against any and all suits,

actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.

- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Bloomington, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its against, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount

not less than Five Hundred Thousand Dollars (\$500,000.00). Bloomington shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.

- E. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Bloomington prior to the start of work on the project and before Bloomington is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the Bloomington is an "Additional Insured".

VIII. Right to Audit

- A. Service Provider guarantees that the individuals employed by the Service Provider in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Bloomington. Bloomington maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Bloomington every six (6) months. Bloomington will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Bloomington's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Bloomington at any time subsequent to the date upon which Bloomington gave notice of the preceding Form I-9 audit.
- B. The Service Provider agrees to indemnify Bloomington in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes: **43-2003973**.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Bloomington represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of the Codified Ordinances of Bloomington, Illinois,

for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Illinois.

XII. Discrimination.

A. No discrimination for reason of race, religion, sex, age or country of national origin shall be permitted or authorized by Bloomington and/or Service Provider in connection with the Services.

B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

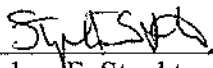
XIII. Governing Law/Venue . Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Illinois, in any court of competent jurisdiction in Mclean County, Illinois.

XIV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

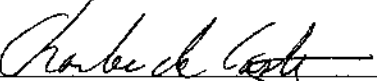
XV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2011.

CITY OF BLOOMINGTON, ILLINOIS

BY: 
Stephen F. Stockton, Mayor

GOOD ENERGY, L.P.

BY: 
Charles C. de Casteja, Managing Partner



Aggregation Program Agreement

This Aggregation Program Agreement is entered into as of this 15th day of May, 2013 ("**Agreement**"), by and between City of Bloomington ("**Aggregator**"), an Illinois municipal corporation, and **Ameren Energy Marketing Company d/b/a/ Homefield Energy ("Homefield")**, an Illinois corporation with headquarters located at 1500 Eastport Plaza Drive, Collinsville, Illinois 62234. Homefield and Aggregator are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services for those electrical loads ("**Aggregation**"); and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, a referendum was approved on April 09, 2013 regarding the establishment of an "opt-out" Aggregation Program pursuant to the Act; and

WHEREAS, the Request for Proposal was issued on May 01, 2013 ; and

WHEREAS, Homefield is an ARES registered with and certified by the ICC; and

WHEREAS, Aggregator has selected Homefield as the supplier for the Aggregation Program; and

WHEREAS, Aggregator and Homefield desire to establish the rights and obligations of the Parties with respect to aggregating, determining a price and supplying the Aggregation and related services.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.



ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. **"Affiliate"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Homefield.
- B. **"Act"** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. **"Aggregation"** or **"Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the Aggregator's jurisdiction for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.
- D. **"Aggregation Consultant"** or **"Consultant"** shall refer to Good Energy, L.P.; the independent consultant with demonstrated expertise in electric supply contracting that has been retained by Aggregator to assist with the implementation of the Aggregation Program.
- E. **"Aggregation Member"** or **"Member"** shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program, and shall be consistent with the definition of "Eligible Retail Customer" as provided for herein.
- F. **"Aggregation Program"** or **"Program"** shall mean the program adopted by Aggregator pursuant to Section 1-92 of the Act to facilitate for the applicable residential and small commercial customers the sale and purchase of electricity and related services.
- G. **"Aggregator"** shall mean City of Bloomington; acting by and through its corporate authorities, and authorized Aggregator employees.
- H. **"Aggregator Designee"** shall mean the person (or persons) empowered by Aggregator through Ordinance to authorize and execute a contract price lock for electricity supply on behalf of the Aggregator's governing authority or body.
- I. **"Alternative Retail Electric Supplier"** or **"ARES"** shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Electric Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- J. **"Ameren Illinois"** or **"Ameren"** or **"Utility"** shall mean the Ameren Illinois Utility Company, or its successor, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Aggregator's jurisdiction.
- K. **"Ancillary Services"** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

- L. **“Customer Information”** shall mean information specific to individual Members, and/or Eligible Retail Customers, as applicable, including customer name, address, account number, and usage information.
- M. **“Distribution Service Provider”** or **“DSP”** shall mean the entity responsible for providing local distribution service to Members.
- N. **“Electric Utility”** shall mean Ameren Illinois, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Aggregator’s jurisdiction.
- O. **“Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the Utility that is eligible for participation in the Aggregation Program pursuant to 220 ILCS 5/16-102, Section 1-92 of the Act, as well as applicable rules, regulations and utility service tariffs pertaining to retail electric supply and consolidated billing.
- P. **“Extended Term”** is defined in Section 3.A of this Agreement.
- Q. **“Force Majeure Event”** is defined in Section 6.C of this Agreement.
- R. **“ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- S. **“IPA”** shall mean the Illinois Power Agency.
- T. **“Load”** shall mean the total demand for electric energy required to serve the Aggregation Members.
- U. **“Opt-Out”** shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- V. **“MISO”** shall mean Midwest Independent Transmission System Operator, Inc., a Regional Transmission Organization (RTO) that coordinates the movement of wholesale electricity in all or parts of 11 states and the Province of Manitoba, including the Ameren Illinois service territory.
- W. **“PIPP”** shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- X. **“Plan of Operation and Governance”** shall mean the Aggregation Plan of Operation and Governance adopted by Aggregator pursuant to the requirements set forth in Section 1-92 of the Act.
- Y. **“Point of Delivery”** shall be the interconnection between the RTO transmission’s DSP’s distribution system to which Homefield shall deliver the electricity under the Aggregation Program for delivery by the Electric Utility to the Aggregation Members.
- Z. **“REC”** shall mean Illinois Renewable Portfolio Standard eligible Renewable Energy Credits.
- AA. **“Regulatory Event”** is defined in Section 6.B of this Agreement.
- BB. **“Services”** is defined in Article 5 of this Agreement.
- CC. **“Small Commercial Retail Customer”** shall mean those retail customers with an annual consumption of less than 15,000 kWh per 220 ILCS 5/16-102, provided, however, that the definition of Small Commercial Retail Customer will include such other definition or description as may become required by law or tariff.
- DD. **“Term”** is defined in Section 3.A of this Agreement.
- EE. **“Terms and Conditions”** is defined in Section 5.B of this Agreement.

ARTICLE 3: TERM

A. **Term of Agreement.** This Agreement commences on the date first written above, provided however, the supply service to Aggregation Members shall not commence until the Utility’s confirmation of Member enrollment with Homefield and shall continue through the billing cycle of the term selected by Aggregator on Exhibit A., unless the Utility’s BGS-1 or BGS-2 default rate, where applicable, is set below Homefield’s Retail Power Price. Should the Ameren Tariffed Service rate (annually weighted across all Ameren Zones) for the



enrolled participants be less than the Homefield's Retail Power Price, then Homefield reserves the right to terminate service and return the participants to the Electric Utility, or continue service at a rate equal to the Ameren Tariffed Service rate, inclusive of Municipal and Consultant Fees. Supplier may, from time to time at the request of Aggregator, present proposals to ensure that participants have the lower rate or the prevailing Ameren Tariffed Service rate.

B. Extension. Aggregator and Homefield may extend the Term of this Agreement for additional periods of time by written mutual agreement approved and executed by each of them (each an "**Extended Term**"), which such extension may, among other things, provide for an opportunity to refresh the price. Any price modification in an Extended Term shall require Homefield issuance of a new opt-out notice for the Extended Term to all Aggregation Members. Nothing in this Article related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted Aggregator to Homefield shall continue beyond the Term or an approved Extended Term.

C. Notification. In the event Aggregator decides either (a) the Aggregation Program will terminate upon expiration, or (b) that it would like to renew the Aggregation Program, but with a supplier other than Homefield, then Aggregator must provide notice to Homefield at least 90 days prior to the first expiration date with any Aggregation Member who has completed the billing cycle of the term selected by Aggregator on Exhibit A. In the event Notification is not received in a timely manner, the Parties will negotiate an extension for a price no later than sixty (60) days prior to the first expiration date with any Aggregation Member who has completed the billing cycle of the term selected by Aggregator on Exhibit A. In the event no extension is agreed upon by the Parties, then the Parties will have no obligation to each other to extend the Aggregation Program.

D. Term of Enrollment. Members shall remain enrolled in the Aggregation Program until the Member exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation is terminated by Aggregator, their Electric Supply is terminated by Homefield or the Utility, or their electric service is terminated by the Utility or until this Aggregation Program is terminated, whichever occurs first.

E. Interaction Between Termination Dates of this Agreement and Contracts with its Members. Members initially enrolled in the Aggregation Program shall receive Electric Supply at the Retail Power Price set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Electric Supply will terminate early and the Members will be switched to the Utility's BGS-1 or BGS-2 default rate, where applicable, provided by the Utility as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 200 ILCS 5/Art. IX. ("Tariff Service") in accord with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of this Agreement, the Electric Supply will terminate early and the Member may choose another ARES or will be switched to Tariffed Service in accord with the standard switching rules and applicable notices. The Members are responsible for arranging for their supply of energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a member has not selected another supplier, such Member will be switched to Tariffed Service.

ARTICLE 4: PROGRAM RESPONSIBILITIES

A. Aggregator Responsibilities.



1. **Program Responsibilities.** Aggregator shall perform applicable duties related to the Aggregation Program as required by Section 1-92 of the Act, e.g. adopting an ordinance authorizing aggregation, submitting a referendum to its residents, abiding by notice and conduct requirements of general election law, developing a plan of operation and governance, holding public hearings, and informing residents of opt-out rights.

2. **Customer Information.** Aggregator Consultant or Aggregator Designee shall obtain the Customer Information from Ameren Illinois and provide the Customer Information to Homefield for use in the enrollment and opt-out process described in Article 5. Aggregator acknowledges that Homefield is not liable for the completeness or accuracy of the accounts included on, or excluded from, the Customer Information data files provided for this purpose. Aggregator further acknowledges that Homefield is not liable for any incremental costs associated with performing additional services to correct errors or omissions resulting from Customer Information data provided by Aggregator or Ameren Illinois.

3. **Notices from Ameren Illinois.** Aggregator shall promptly forward to Homefield any notices received by Aggregator from Ameren Illinois concerning the accounts of Aggregation Members.

4. **No Aggregator Obligations to Provide Services.** The Parties acknowledge and agree that Aggregator is not responsible to provide, and this Agreement shall not be construed to create any responsibility for Aggregator to provide, the Services to any person or entity, including without limitation Homefield, Ameren Illinois, or any Aggregation Member.

5. **No Aggregator Financial Responsibility.** The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of Aggregator to any other person or entity, including without limitation Homefield, Ameren Illinois, or any Aggregation Member.

6. **Compliance with Applicable Law.** Aggregator shall comply with all applicable laws in providing the Service pursuant to this Agreement.

B. Homefield Obligations.

1. **Provision of Services.** Homefield shall provide all of the Services described in Article 5 of this Agreement throughout the Term.

2. **Compliance with Applicable Law.** Homefield shall comply with all requirements of Illinois state law, including the Power Agency Act, rules and regulations of the ICC, tariffs applicable to the Utility and the Independent System Operator, and all other applicable federal and state laws, orders, rules and regulations, including the terms and conditions in providing the Services pursuant to this Agreement.

ARTICLE 5: HOMEFIELD SERVICES

Homefield shall supply all of the following services in support of the Program (collectively, the "**Services**"):

A. Electricity Supply.

1. Electricity Supply.

- a. **Transmission.** Homefield will acquire and pay all necessary transmission services up to the Point of Delivery to deliver electricity supply to Members, including all electricity commodity costs, MISO charges, congestion charges, distribution and transmission losses, and capacity charges. Homefield does not take responsibility for any delivery of services supplied by the Utility or RTO, or for the consequences of the failure to provide such services. Homefield shall not be responsible to Member in the event the Utility or RTO disconnects, suspends, curtails or reduces services to Member in order to facilitate construction, installation, maintenance, repair, replacement, or inspection of any of the Utility's electrical facilities, or to maintain the safety and reliability of the Utility's electrical system, or due to emergencies, forced outages, potential overloading of the Utility's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the Utility's tariff or any other act or omissions of the Utility.
- b. **Billing.** To the extent allowed by law and the Ameren Illinois tariff, Homefield shall make all arrangements for Aggregation Members to receive a single monthly bill from Ameren Illinois during the Term. As part of such arrangement, it is expected that the following fees will continue to be collected and processed by Ameren Illinois: monthly payments, late payments, delivery charges, monthly service fee, and applicable taxes.
- c. **Data.** Homefield shall maintain a confidential database recording historical account information for Member accounts that has been provided to Homefield by Ameren Illinois, Aggregator, and/or Consultant or Aggregator Designee. Homefield will provide to the Aggregator and/its Consultant the initial account list for all Eligible Retail Customers who have been enrolled in the program. Furthermore, Homefield will also provide a list of the Eligible Retail Customers who have initially opted-out of the program. Both lists will be transmitted together in a text-based, comma-delineated file (csv). At a minimum, but not limited to, the files should contain: account number, account name, premise address Line 1, premise address Line 2, premise address Line 3, premise address City, premise address State, premise address Zip Code.
- d. **Title.** Title to and risk of loss for the electricity sold and delivered to Members shall pass to the purchasing Member upon delivery at the Point of Delivery;

2. Supply Mix. Homefield shall be capable of providing the supply mix in Exhibit A.

3. Delivery Specifications

- a. **Quality and Measurement.** Homefield agrees that all electricity sold shall be delivered in accordance with applicable MISO and Ameren Illinois rules and tariffs and suitable for delivery to Members.



- b. **Title.** Homefield warrants that it possesses or will possess good marketable title to all electricity sold to the Members, and that such electricity is free from all liens and adverse claims up to the Point of Delivery.
- c. **Delivery.** Homefield shall deliver all electricity supplied to Members at the Point of Delivery to secure delivery to the Aggregation Members.

B. Program Implementation.

- 1. **Member Service.** Homefield shall maintain certain minimum levels of customer service including:
 - a. **Program Management and Documentation.** Homefield program management and documentation shall be in accordance with this Agreement and Homefield's response to Aggregator's Request for Proposals.
 - b. **Confidentiality.** Homefield and Aggregator shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
 - c. **Customer Service.** Homefield shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to Ameren Illinois, billing questions should be directed to Ameren Illinois or Homefield, as applicable, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
 - i. **Telephone Inquiries.** Homefield shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative within two business days.
 - ii. **Internet and Electronic Mail.** Homefield shall establish and maintain a web page providing information to the Aggregation Members. The website shall provide basic information concerning the Aggregation Program and facilitate customer inquiries by providing contact information for questions.
 - iii. **Multi-Lingual Services.** Homefield shall provide reasonable customer service for Members requiring Spanish verbal and written assistance.
 - iv. **Hearing Impaired.** Homefield shall provide reasonable customer service for hearing impaired Members.
- 2. **Enrollments.** Homefield shall perform the following Aggregation account enrollment tasks:

- a. **Opt-Out Period.** Homefield shall conduct an initial Opt-Out Period, which shall be a fourteen (14) day period, from the date of postmark, during which eligible residents and small commercial retail customers may opt-out of the Aggregation Program prior to enrollment.

After the initial Opt-Out Process is completed, the Aggregator and Homefield may establish protocols and procedures to hold additional Opt-Out Periods for Eligible Retail Customers that were not mailed Opt-Out notices in earlier Opt-Out Periods within the term of the ongoing aggregation. Any new Eligible Retail Customers shall be able to enroll in the aggregation program under the same terms, conditions, and pricing as accounts that were initially enrolled during prior Opt-Out Periods. However, newly enrolled Eligible Retail Customers will only have the ability to participate in the Aggregation Program for the time remaining in the term of the Agreement with the Homefield. Costs (for example for printing and mailing) associated with subsequent Opt-Out Periods will be paid in the same manner as for the initial Opt-Out Period."

- b. **Opt-Out Notifications.** Homefield shall manage the Opt-Out Period Notification process in cooperation with Aggregator and the Consultant or Aggregator Designee.
- c. **New Accounts.** Homefield shall facilitate the addition of new customer accounts to the Aggregation Program during the Term of this Agreement. Members wishing to opt-in to the Aggregation Program may contact Homefield to obtain enrollment information. Homefield will make every effort to provide new customers with the same pricing available to initial enrollees; however, such pricing cannot be guaranteed. Homefield shall clearly state the rate to be charged for new accounts prior to enrollment.
- d. **Moving Within the Aggregator's Jurisdiction.** Homefield shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Aggregator's jurisdiction prior to the expiration of the Term of this Agreement, providing that the Member notifies Homefield of its desire to do so with 30 days' notice.
- e. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of Ameren Illinois and the individual Member. Members will be required to comply with the payment terms of Ameren Illinois. Aggregator is not responsible for late payment or non-payment of any Member account. Neither Aggregator nor Homefield shall have a separate credit or deposit policy concerning Member accounts.
- f. **Reliability of Power Supply.** The Parties acknowledge that the Aggregation Program only affects pricing for the power supply up to the Point of Delivery and further acknowledge Ameren Illinois will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Ameren Illinois. If Members have service reliability problems, they should contact Ameren Illinois for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages,

duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, Ameren Illinois is required to be the "Provider of Last Resort," meaning that should Homefield fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, Ameren Illinois will immediately provide any supplemental electricity to the Members as may be required. Ameren Illinois would then bill Homefield for the power provided on their behalf, and the Members would incur no additional cost therefore.

- g. **Fees Imposition.** Neither Aggregator nor Homefield shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge, or the possibility of a change in the same, is clearly disclosed.
- h. **Enrollment and Disenrollment Charges.** Homefield shall not assess any enrollment, switching, or relocation fees on Aggregation Members. Customers may terminate services from Homefield without penalty if they relocate outside of the Aggregator's governmental boundary. Members who did not opt-out of the Aggregation Program during the opt-out period and who later leave the Aggregation Program for other reasons may be assessed an early termination fee of \$0.
- i. **Enrollment in Homefield Programs.** Homefield agrees not to solicit or contract with Aggregation Program Members outside the Aggregation Program and agrees not to use Aggregation Program Member data and information for any other marketing purposes without written consent from the Aggregator. Nothing herein shall prevent Homefield from soliciting and entering into agreements with retail customers for the supply and delivery of electricity who have not enrolled in the Aggregation Program or who have opted-out. Aggregator recognizes Homefield may have affinity programs or other opportunities to sell and deliver to retail customers located in Aggregator's jurisdiction, and this Agreement does not to bar such actions by Homefield.

C. Cooperation at the Conclusion of the Aggregation. Aggregator shall request and Homefield may provide, if legally permissible, from the Utility, those account numbers, names, and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the Utility's records that may be needed to continue the Program with another ARES. Homefield has no obligation to request such information on behalf of Aggregator or ARES.

D. Retail Power Price. The Retail Power Price is identified in Exhibit A. The Retail Power Price is based on Aggregation Members' historical or projected load data which is considered representative of the combined Retail Power requirements for the proposed Term. The Retail Power Price applies to all Retail Power covered under this Agreement. Retail Power Price also includes charges for distribution energy losses, capacity, MISO transmission charges, and energy, including scheduling and load forecasting associated with the delivery of the Retail Power. The Retail Power Price does not include any charges by the DSP, which are the responsibility of the Member, including but not limited to charges for services under the applicable delivery service tariffs and riders, such as delivery service charge, facilities charges, taxes (either billed for by the Utility



or Member self-assessed), environmental, public purpose program, or switching charges as may be applicable from time to time.

ARTICLE 6: REMEDIES AND TERMINATION

A. Remedies. In addition to every other right or remedy provided to a Party under this Agreement, if the other Party fails to comply with any of the provisions of this Agreement (for reason other than an order, rule, or regulations of a governmental agency or court having jurisdiction over the defaulting Party), then the non-defaulting Party may give notice to the defaulting Party specifying that failure.

1. **Cure Period.** The defaulting Party will have 15 business days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 business days but the it promptly commences a cure and diligently pursues the cure to completion.
2. **Failure to Cure.** If the defaulting Party fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the defaulting Party fails to promptly commence a cure and diligently pursue the cure to completion, then the non-defaulting Party, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
 - a. Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the defaulting Party for those purposes.
 - b. Institute a lawsuit against the defaulting Party for breach of this Agreement and seek remedies and damages as the court may award.
 - c. In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this agreement, in addition to any other remedies available at law or in equity.

B. Circumstance Leading to Termination. This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** If the defaulting Party fails to comply with any material term or condition of this Agreement, provided the failure continues beyond the Cure Period and written Notice of such failure is provided to the defaulting Party.

Material terms and conditions include but are not limited to:

- a. A breach of the confidentiality provisions in Article 10 of this Agreement;
- b. Homefield's disqualification as an ARES due to a lapse or revocation of any required license or certification required to perform the obligations set forth herein; or
- c. Any act or omission that constitutes a willful or wanton deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice.

2. Regulatory Event. The following shall constitute a "Regulatory Event":

- a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially or adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determined to be unreasonable or (C) orders a change or modification that affect the Program such that either Party's obligations hereunder are materially changed (including the capacity market changes contemplated in FERC docket ER11-4081), and the charge is not deemed a Force Majeure Event.
- c. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. Upon termination of this Agreement as a result of a Regulatory Event, the obligations of Homefield and each Aggregation Member set forth in the Terms and Conditions shall survive termination.

3. Failure to Schedule and Deliver. The failure of Homefield to schedule electricity supply to Ameren Illinois for the Aggregation Members, except as permitted under force majeure events.

C. Termination Procedure. Aggregator will give written notice to Homefield of Aggregator's intent to terminate this Agreement pursuant to the provisions of this Agreement ("**Termination Notice**"). The Termination Notice will set forth with specificity the nature of the noncompliance. Homefield will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If Aggregator has not received a response from Homefield, or if Aggregator does not agree with Homefield's response or any remedy proposed by Homefield, then

Aggregator will conduct a hearing on the proposed termination. Aggregator will serve notice of that hearing on Homefield at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating Aggregator's intent to terminate this Agreement.

1. **Hearing.** At the hearing, Homefield will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, Aggregator will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
2. **Reimbursement.** The decision of Aggregator must be in writing and delivered to Homefield by certified mail. If the rights and privileges granted to Homefield under this Agreement are terminated, then Homefield, within 14 calendar days after Aggregator's demand, must reimburse Aggregator for all costs and expenses incurred by Aggregator, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by Aggregator.

D. Force Majeure Events. Homefield shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Program), where such noncompliance or alleged defaults occurred or were caused by a "**Force Majeure Event**," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Homefield's ability to anticipate or control.

ARTICLE 7: INDEMNIFICATION, INSURANCE, DISCLAIMER, AND LIMITATION OF LIABILITY

A. Indemnification. Homefield agrees to indemnify and hold Aggregator harmless from any claims, causes of action, damages, judgments, and financial obligations arising Homefield's negligence, gross negligence, or willful misconduct.

B. Insurance. Contemporaneous with the Homefield's execution of this Agreement, Homefield shall provide certificates of insurance upon request.

C. Limitation of Liability. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

D. Disclaimer. HOMEFIELD DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF RETAIL ELECTRIC SUPPLY TO AGGREGATION PROGRAM MEMBERS DURING FORCE MAJEURE EVENTS. HOMEFIELD WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE UTILITY, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY



KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 8: MISCELLANEOUS

- A. Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services, which are included herein. All prior written and verbal agreements and representations with respect to these Services are merged into and superseded by this agreement.
- B. Amendment.** All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.
- C. Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("**Data**"), other than Homefield's confidential information, will be and remain the sole properties of Aggregator. Homefield must promptly deliver all Data to Aggregator at Aggregator's request. Homefield is responsible for the care and protection of the Data until that delivery. Homefield may retain one copy of the Data for Homefield's records subject to the Homefield's continued compliance with the provisions of this Agreement. Upon expiration of the Agreement, Homefield shall provide Aggregator with an electronic copy of data defined in Article 5(1) (c) at no cost to Aggregator.
- D. Assignment.** This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided, however, that upon advance written notice to Aggregator, Homefield may assign this Agreement to an Affiliate without the express authorization of Aggregator, provided that Homefield remains liable for Homefield's obligations hereunder.
- E. Notices.** Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient, from the date of postmark; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.
- F. Waivers.** The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that Aggregator may have under Federal or state law unless such waiver is expressly stated herein.
- G. Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in a Circuit Court of the State of



Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Central District of Illinois.

H. **Exhibits.** Exhibits attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

I. **Controlling Provisions.** In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of the Exhibits shall control.

J. **Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

K. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

L. **Validity of Agreement.** The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and each Party expressly warrants that it has the power and authority to enter into the provisions, terms, and conditions of this Agreement.

M. **Authority to Sign Agreement.** Homefield warrants to Aggregator that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of Homefield warrants to Aggregator that he is authorized to execute this Agreement in the name of Homefield. Aggregator warrants to Homefield that it has authority to execute, deliver and perform this Agreement.

N. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, Aggregator and Homefield and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

O. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

P. **Subcontractors.** Homefield agrees to employ only those subcontractors that it determines are reasonably necessary. Subcontractors shall be held to the same strict confidentiality standards applicable to Homefield, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors whether approved or unapproved shall not relieve Homefield from the duties, terms and conditions in this Agreement. For purposes of this Agreement, regional transmission organizations, independent system operators, local utilities, and renewable energy certificate counterparties are not considered subcontractors.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement and has independently assessed the merits of this Agreement;
5. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements;
6. It shall maintain the confidentiality of Aggregation Members' account information, as required by 815 ILCS 505/2HH.

B. Additional Representations by Homefield. Homefield hereby further represents to Aggregator, as of the date of this Agreement, that:

1. Homefield shall hold any and all subcontractors to the Confidentiality provision set forth below;
2. Homefield shall obtain and maintain, for the duration of this Agreement, such proof of insurance as Aggregator deems necessary;
3. Homefield shall deliver or cause to be delivered all electricity supplied by Homefield to each Member to the appropriate node locations to effect delivery to the Point of Delivery; and
4. Homefield shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

Homefield shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.



- A.** Homefield and Aggregator shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.
- B.** Notwithstanding the foregoing, Homefield and Aggregator may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality.
- C.** Homefield agrees to give Aggregator and Aggregator will give to Homefield prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information.
- D.** To extent legally permissible and practicable, Homefield shall provide Aggregator and Aggregator shall provide Homefield with sufficient advance notice as to give the other party an opportunity, at the other party's discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.
- E.** In response to an order, subpoena, or other legal process, Homefield and Aggregator shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Homefield's legal counsel. In addition, Homefield and Aggregator shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential.
- F.** Notwithstanding the foregoing, nothing herein shall prevent the use by Homefield or Aggregator of such customer account information for the purpose of communicating with its customers or former customers. In addition, nothing herein shall prevent Homefield or Aggregator from using information in the public domain prior to its disclosure under this Agreement.
- G.** Homefield acknowledges Aggregator's obligation to provide certain information subject to Freedom of Information Act requests, provided that such requests are within the bounds of the applicable law(s). Homefield expressly reserves the right to protect the confidentiality of all proprietary, confidential, or commercially sensitive information that is not subject to Freedom of Information Act requests or exempt therefrom.



IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute the one and the same original document.

**Ameren Energy Marketing Company
d/b/a Homefield Energy:**

City of Bloomington

Signed: _____

Signed: Tami Runow

Name: _____

Name: Tami Runow

Title: _____

Title: Mayor

Date: _____

Date: 5/15/2013

SUMMARY OF BLOOMINGTON'S ELECTRIC AGGREGATION PROGRAM

- The current supply contract expires in the May-June meter cycles. Good Energy has evaluated markets and set a procurement event for March 12th, when new prices and terms will be solicited from qualified suppliers.
- Bloomington was part of a 35-community consortium when the current supply agreement was signed. Six additional communities have requested to join, totaling 41 who plan to participate.

Program Benefits

- Community-wide savings of \$305,000 for participants.
- \$225,000 in civic contributions for the City of Bloomington. This revenue is applied to Bloomington environmental initiatives such as participation in the Ecology Action Center's recycling program.
- Renewable Energy at 100%, which is equivalent to nearly 28,000 cars NOT being driven for one year.

Good Energy Benefits

- Good Energy is the largest firm providing program management services in the U.S. and in Illinois
- We have gained numerous new communities who have asked to join the buying consortium that Bloomington is part of.
- Good Energy has consistently negotiated for the most favorable contract terms for our clients.
- Good Energy provides ongoing enrollment of new or relocated accounts each month, an important feature due to the density of ISU student residents. We have sent enrollments to more than 11,500 new account participants.

Good Energy Fee

Good Energy's fee is embedded in the electricity contract price that Program participants pay. It is paid directly to Good Energy by the winning supplier in monthly installments. It is calculated as \$.00075 per kilowatt-hour multiplied by the month's total usage of all program participants.

What to Expect

- Wholesale electric prices are up ~30% from previous levels.
- Capacity prices are up significantly as well.
- Pending federal regulations will be finalized in the second half of this year, requiring more stringent reductions of carbon emissions.
- Good Energy is recommending its customers lock prices for 3 years to hedge against expected future price volatility.
- Participants will still be able to join or leave the program for no cost and do not have to sign a contract.

The Process and Schedule

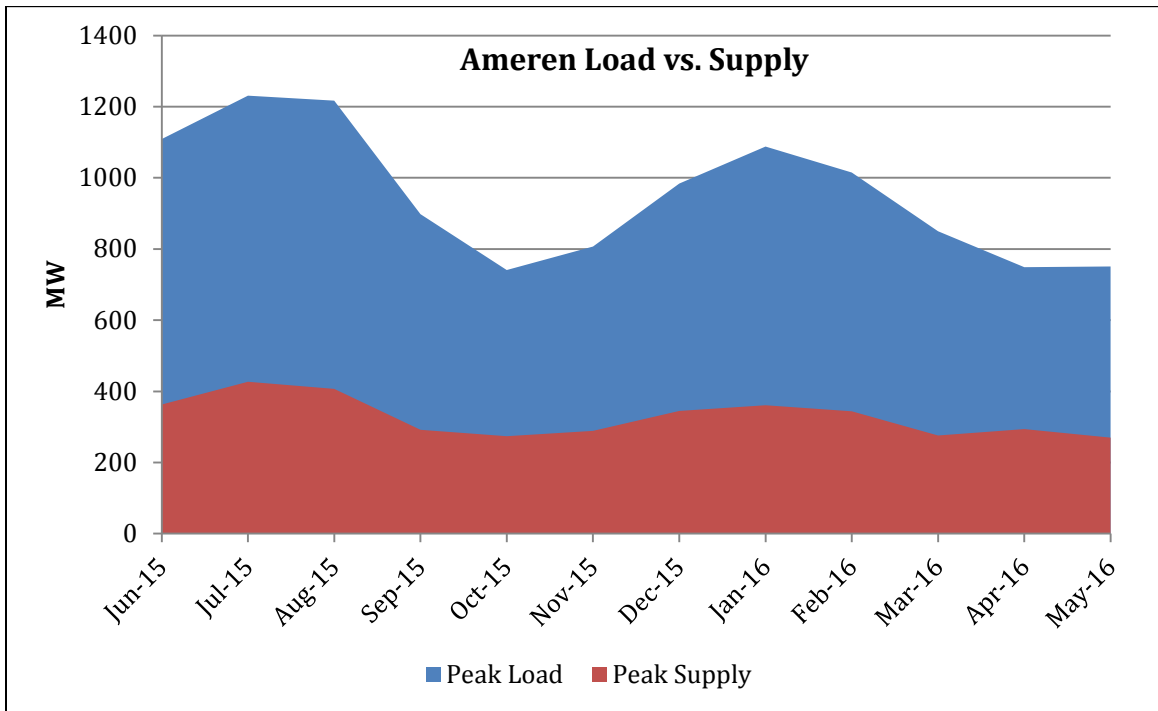
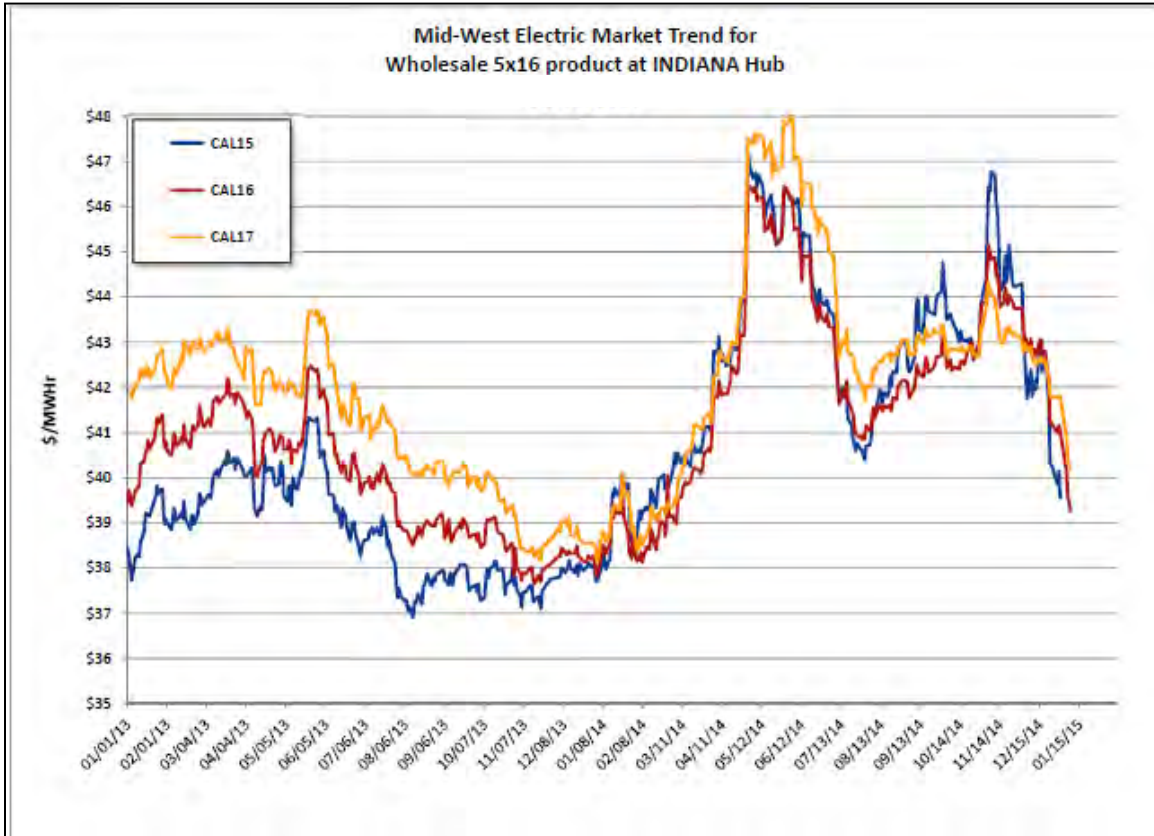
- The pending Resolution will replace the original resolution passed by the Bloomington Council in 2013. It allows Bloomington to continue the program as originally designed.
- The pending Extension of Good Energy's Professional Service Agreement extends the term of the original contract, all other elements remain in effect.
- The procurement event is scheduled for March 12 and will be held in Bloomington.
- Eligible customers will be mailed letters outlining the new price and term, the contract terms & conditions and instructions for opting-out.
- The opt-out period will be 21-days long and will occur over the latter half of April.
- A toll-free number staffed with representatives to answer questions and assist Bloomington residents will be available.
- Enrollments for customers not opting out will be completed in the first half of May.
- Customers who opt out will be returned to Ameren default supply service on their June bill cycle.
- Customers who opt out may join the program at no cost.
- Customers who do not opt out will be billed at the new rate with their June bill cycle.

Electricity Market Price Trends

- Wholesale electric prices are up ~30% from previous levels.
- Capacity prices are up significantly as well.
- Pending federal regulations will be finalized in the second half of this year, requiring more stringent reductions of carbon emissions.
- Good Energy is recommending its customers lock prices for 3 years to hedge against expected future price volatility.
- Participants will still be able to join or leave the program for no cost and do not have to sign a contract.

Average wholesale (spot) electricity prices at major trading locations, 2014 vs 2013







FOR COUNCIL: February 23, 2015

SUBJECT: Intergovernmental Agreement for E-Waste Disposal and request to approve a Budget Amendment to General Fund Transfer to Solid Waste Fund (10019180-89544), Solid Waste from General Fund (54404400-85100), and the Solid Waste Recycle Transfer Fee (54404400-70667) in the amount of \$16,667

RECOMMENDATION/MOTION: Recommend that the Intergovernmental Agreement be approved and the Ordinance Amending the Budget Ordinance to add funds to General Fund Transfer to Solid Waste (10019180-89544), Solid Waste from General Fund (54404400-85100), and the Solid Waste Recycle Transfer Fee (54404400-70667) in the amount of \$16,667 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: The proliferation of electronics in American society also has created a proliferation of old electronics in need of safe disposal. E-Waste contains some materials that can be recycled. It also contains materials that can pollute. Illinois has banned disposal of electronics into landfills. The matter comes to the City Council because of recent developments in which entities collecting E-Waste are facing economic adversity.

As detailed below, the Town of Normal provides E-Waste disposal at its drop-off facility, and not-for-profits and retailers have been involved in the process in Bloomington. The City chose not to become directly involved in E-Waste handling. On principle, it believed it better that the private sector be empowered to oversee E-Waste and reap benefits for doing so rather than having the City further extend its public services. Given developments in Illinois E-Waste, staff now supports a collaborative effort with Normal and McLean County to offset costs incurred by the Town of Normal.

Regulations and goals: Disposal of old televisions, especially the bulky tube TVs, became a central e-waste issue this autumn. The old bulky sets are known as cathode ray tube televisions (CRTs). It is not economical to recycle e-waste as a whole and CRTs in particular; it represents a cost. Televisions, especially CRTs, are notable in the category of e-waste because of their size but other electronics, such as computer monitors, also have become problematic. To facilitate recycling and safe disposal, states regulate E-Waste and charge electronic manufacturers to reduce the associated cost. Under this concept, the cost of e-waste is passed on to producers. Through their sales of new electronics, companies ultimately pass the cost of E-Waste to electronics consumers. The alternative is to pass the cost of e-waste on to taxpayers. In Illinois, manufacturers must meet goals based on their sales. Once they meet their goals, they no longer have an obligation to fund electronic recycling, reuse and disposal in Illinois. Last year, E-Waste

funding from manufacturers dried up in September because manufacturers had met their goals. Consequently, recycling vendors such as Vintage Tech Recycling, serving the Town of Normal, began charging for pickup. In the opinion of City staff, the goals for manufacturers are set too low in Illinois, creating the current situation in which taxpayers must subsidize safe disposal of E-Waste. The Illinois General Assembly and the Governor are reviewing these goals.

There are proposed bills in both the House and the Senate that help to address this funding gap in electronic recycling. The bills are referenced as House Bill 1455 and Senate Bill 797. Summaries of these bills are attached in addition to a single page outline of the issue. The City will be sending a letter of support for these bills since they are in the best interest of the City.

Some not-for-profits also are involved in E-Waste collection because they can receive reimbursement through manufacturers and manufacturer's vendors and make a small profit to help support their work. In Bloomington, Home Sweet Homes Ministries is one such agency. These materials now have become a financial liability, meaning charities no longer can provide these E-Waste collection services. In October 2014, Home Sweet Home Ministries temporarily disconnected its CRT television collection service. The agency told the Pantagraph that it had materials on hand that now will cost it approximately \$3,000 to dispose of at current market conditions. (Ford, Mary Ann, "Electronic recycling program now costing town, non-profit." Pantagraph online October 19, 2014.) This issue is currently being reviewed again by Home Sweet Home Ministries with the freeing up of annual manufacturer quotas on e-waste collection.

The Ecology Action Center (EAC) recently verified that Best Buy is now accepting CRTs up to 32" in size but no console TVs. The EAC has started referring all call-in inquiries on CRT recycling to Best Buy as well as moving it to the top of the E-Waste listings on their website and the top of the list on the poster that is provided to all electronics retailers. This poster education helps them comply with the regulation mandating that they provide information to consumers on recycling options for E-Waste.

The Town of Normal Public Works Department is listed by EAC as an E-Waste drop-off facility that will accept larger tube television sets (CRTs). Bloomington and McLean County residents are able to use this service.

Cost sharing: The proposed legislation would correct problems in the E-Waste system and allow the private sector to continue to handle this effort in Bloomington. For now, Bloomington residents are, to some degree, using the Normal facility at a cost to the Town of Normal. This also is true of non-Twin City residents in McLean County. The staffs of Bloomington, Normal and McLean County governments propose an Intergovernmental Agreement to share E-Waste costs incurred at the Normal drop-off facility. As is the case with other such agreements, the governments are asked to pay based on the share of population in their jurisdictions:

- The City of Bloomington, 45 percent.
- The Town of Normal, 31 percent.
- McLean County, 24 percent.

Normal does not track its E-Waste users by residency, so a breakdown of Normal E-Waste users by community is unavailable. The City encourages Normal to begin tracking its users' residency as a way to enact a data-based Intergovernmental Agreement rather than a Population Based Agreement. Based on existing cost projections the City's share of the costs would be approximately \$50,000 for the 2015 calendar year. This amount may be substantially lower depending on the availability of Vintage Tech (or other similar companies) to dispose of CRT's without cost for a period of time in 2015.

The City and Town of Normal have also received information outside of the competitive Request for Proposals process completed by the Town of Normal from Advanced Technology Recycling (ATR). ATR made a very favorable offer to the Town of Normal. The Town determined that it could not accept an offer from ATR because its deadline for proposals already had passed and ATR approached the Town outside the RFP process. The information letter sent to the City from ATR is attached for reference.

The City and Town of Normal have also received information outside of the competitive bidding process completed by the Town from Advanced Technology Recycling. This information is being reviewed for consideration by both entities. The information letter sent to the City is attached for reference.

Duration: The Intergovernmental Agreement would run January 1, 2015, to December 31, 2015. The City would also have the ability to terminate the agreement at any time by giving sixty (60) days advance written notice.

Administering and documenting: The Town of Normal would administer the E-Waste program and keep documentation to account for all costs. It would send monthly invoices to the City and County.

The agreement comes after discussions through the McLean County Solid Waste Management Technical Committee (represented by all three (3) governments and our not-for-profit partner, the Ecology Action Center). Staff and officials from other agencies believe this is the most responsible, efficient and beneficial way to confront the E-Waste dilemma. As an aside, also



note that the Normal center is notably convenient to Bloomington residents. Warriner Street is located just north of Division Street off Adelaide Street.

Bloomington drop-off: The staff believes the City should provide TV disposal for its residents. The drop-off facility's permit does not allow collection of electronic waste. Obtaining a permit from the Illinois Environmental Protection Agency involves a long and arduous process. An E-Waste permit would require administration and payment for services duplicating those available one quarter of a mile north of the City. This would not be in line with the City's strategic Goal and Objective of City services delivered in the most cost-effective, efficient manner and Partnering with others for the most cost-effective service delivery. Partnership in this instance makes economic and logistical sense.

Ramifications/alternative: If the Agreement is not accepted Normal would have to reassess its E-Waste option. Among those options would be to end E-Waste disposal or exclude City residents from the service. City residents would then have no legal disposal option. Illegal dumping of electronic waste would be one probable outcome.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Solid Waste Management Technical Committee, Ecology Action Center, Town of Normal, McLean County, Home Sweet Home Ministries.

FINANCIAL IMPACT: The estimated cost to Bloomington for one (1) calendar year is \$50,000 or \$4,166.67 per month. The proposed contract runs from January 1, 2015 through December 31, 2015 which encompasses the last four (4) months of the City's FY 2015 and the first eight (8) months of the FY 2016. A Budget Amendment is proposed for the final four (4) months of FY 2015 at \$16,667. An increase in the General Fund Transfer to Solid Waste (10019180-89544) transferring to the Solid Waste from General Fund (54404400-85100), and the expense will be incurred under Solid Waste Recycle Transfer fee (54404400-70667) in the amount of \$16,667. The funds for the eight (8) months of FY 2016 will be added to the FY 2016 Final Budget if Council approves the Intergovernmental Agreement.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Public Works Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporate Counsel

Recommended by:



David A. Hales
City Manager

- Attachments:**
- Attachment 1. Budget Amendment Ordinance
 - Attachment 2. Intergovernmental Agreement
 - Attachment 3. Vintage Tech Contract
 - Attachment 4. Cost Breakdown
 - Attachment 5. Exhibit 1
 - Attachment 6. E-Waste Budget Amendment Effect on the Budget
 - Attachment 7. E-Waste Bill HB1455
 - Attachment 8. E-Waste Bill SB0797
 - Attachment 9. ATR Recycling
 - Attachment 10. Illinois Funding Crisis

Motion: That the Intergovernmental Agreement be approved and the Ordinance Amending the Budget Ordinance to add funds to General Fund Transfer to Solid Waste (10019180-89544), Solid Waste from General Fund (54404400-85100), and the Solid Waste Recycle Transfer Fee (54404400-70667) in the amount of \$16,667 be approved and passed and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: Seconded by:

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ORDINANCE NO. 2014 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; 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 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 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 2014 - 35.

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

PASSED the 23rd day of February 2015.

APPROVED the ____ day of February, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Intergovernmental Agreement for Electronic Waste Recycling

This agreement is dated _____, 2015 and is between the COUNTY OF McLEAN ("County"), the CITY OF BLOOMINGTON ("City"), and the TOWN OF NORMAL ("Town").

WHEREAS, the Town and City are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, is a public agency within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and is established and governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.; and

WHEREAS, the County is a body politic and corporate duly organized and existing under and by virtue of the laws of the State of Illinois, is a public agency within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and is established and governed by the Illinois Counties Code, 605 ILCS 5/6-101, et seq.; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, for many years and whenever possible, the City, Town, and County have committed themselves to cooperating in ways which allow the governments to better serve their constituencies; and

WHEREAS, the City, Town and County have a successful history of such cooperation and believe that further cooperation will result in continued success; and

WHEREAS, the separate recycling of electronics helps to keep prohibited items out of the Town, City, and County's solid waste stream; and

WHEREAS, for many years the private sector, including charities and businesses, were a viable option for the collection of e-waste.

WHEREAS, in addition to the utilization of the private sector, the Town also independently operated an electronics recycling program since 2002 to help keep electronics out of its waste stream and, since 2010, has contracted with Vintage Tech to dispose of its electronic waste; and

WHEREAS, the County and City have not provided separate electronic recycling programs to its residents, but instead have encouraged its residents to utilize private and charitable companies that accept electronic waste;

WHEREAS, the private recycling of electronic waste is no longer a viable alternative to government funded recycling programs due to existing laws and regulations regarding cathode-ray tubes (CRTs); and

WHEREAS, applicable laws currently limit the amount of CRTs that can be disposed of without cost, creating a shortage of private business and/or charities that can accept CRTs; and

WHEREAS, Illinois law requires electronic manufacturers doing business in Illinois to participate in "end-of-life" management of electronic products and electronics manufacturers quickly meet their pre-established quotas for pounds of electronics to recycle/reuse and then stop paying electronics recycling companies to recycle electronics items; and

WHEREAS, Vintage Tech only charges for disposal of CRTs and travel charges to dispose of electronic waste collected; and

WHEREAS, the Town's drop-off location does not allow for the parties to distinguish the exact number of residents utilizing the drop off and thus the parties are in agreement to share the costs based on population size; and

WHEREAS, to take into account the limited options of private recycling of CRTs, the Town, City and County desire to work together to address the existing issues with electronic waste and utilize the existing Town drop off and contract with Vintage Tech to dispose of CRTs; and

WHEREAS, if the private sector, including charities, become a viable option in the future for the collection of CRTs at a reduced cost and/or without travel costs, the parties acknowledge they will revisit the arrangement and need to compensate third-parties for the disposal of CRTs and the parties further express their desire for private sector development in this area and utilization of same to reduce the costs of E-waste collection.

The parties agree as follows:

Section 1. Purpose. The purpose of this agreement is to establish a framework for the continued operation of a program serving the County, City, and Town for the collection and disposal of electronic waste.

Section 2. Term. The agreement shall be retroactive and shall commence on January 1, 2015 and shall continue until December 31, 2015, unless otherwise terminated as set forth herein. Any party may withdraw from and terminate their obligations under this Agreement if they give at least 60 days written notice to the remaining parties. The parties acknowledge that withdrawal of a party may result in complete cancellation of the Electronic Waste Recycling program.

Section 3. Parties' obligations. The Town will allow citizens of the City and the County to participate in the electronic waste recycling program conducted by the Town. The Town shall be responsible for the compensation of Vintage Tech, the current vendor selected to conduct the collection, transportation, disposal, and recycling of electronic waste ("E-Recycling Costs"). The County and the City agree to reimburse the Town for their proportionate share of any costs incurred by Vintage Tech, LLC for the E-Recycling Costs set forth above on a prorated basis as follows:

1. The City shall pay 45% of the E-Recycling Costs;
2. The Town shall pay 31% of the E-Recycling Costs; and
3. The County shall pay 24% of the E-Recycling Costs.

If a different vendor is selected by the parties to conduct the services outlined above, the same reimbursement percentages shall apply.

The Town shall remain solely responsible and liable for any employment related costs incurred by the Town for the collection of E-Recycling material.

Section 4. System monitoring. The parties agree to direct the McLean County Solid Waste Technical Committee to meet at least quarterly to review the effectiveness and efficiency of the e-recycling system. The Committee shall recommend any changes to the system that it believes will enhance the effectiveness and efficiency of the system. The parties agree to collectively consider those recommendations for possible implementation.

Section 5. Cost containment. The parties acknowledge the need to continuously monitor the costs of the e-recycling system and to investigate alternative means and methods that might reduce the costs of this activity to the three local governments who are party to this agreement. These alternative means and methods may include access to another e-recycling vendor or processing agent who can responsibly meet the e-recycling needs of McLean County's in a manner that results in an overall cost savings to the parties of this agreement.

Section 6. Monthly invoice. The Town shall submit invoices for its services on a monthly basis to the County and City. Each invoice shall set forth the amount of E-Recycling Costs incurred by the Town in the preceding month and set forth the amount due by the City and County. The City and County agree to pay the amount of the invoice within 45 days after receipt. In addition, the City and County agree to reimburse the Town for the E-Recycling Costs set forth in Section 3 above that were incurred by the Town beginning on January 1, 2015 through the date of this Agreement. The Town shall submit an invoice for said E-Recycling Costs during this period that shall be due and payable within 45 days of issuance.

Section 7. Legislative advocacy. The parties acknowledge and support the need for action by the State of Illinois to modify the current regulations pertaining to e-recycling, so that the electronics manufacturing industry is required to take a much greater level of responsibility for recycling costs associated with handling, transportation, and processing of electronic products, including computers, printers, televisions, and monitors. The parties agree to work together to encourage swift and appropriate action by the executive and legislative branches of the State of Illinois to address the problems and costs associated with the recycling of these and other electronic products. Such action would relieve, in whole or in part, the cost burden to the local governments who are party to this agreement.

Section 8. Beneficiaries. This contract is intended for the benefit of each party and no other person or entity has rights under this contract, whether as a third-party beneficiary or otherwise.

Section 9. Amendment; additional agreements. This agreement may be modified by mutual consent of the parties and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

The parties are signing this agreement as of the date set forth in the introductory clause.

<p>City of Bloomington</p> <p>By: _____ Mayor</p> <p>ATTEST:</p> <p>By: _____ City Clerk</p>	<p>County of McLean</p> <p>By: _____ County Board Chairman</p> <p>ATTEST:</p> <p>By: _____ County Clerk</p>
<p>Town of Normal</p> <p>By: _____ Mayor</p> <p>ATTEST:</p> <p>By: _____ Town Clerk</p>	

Vintage Tech, LLC

Protecting Your Identity and the Environment



Vintage Tech, LLC.

1105 Windham Parkway
Romeoville, IL 60446

www.vintagetechnrecyclers.com



Town of Normal, IL
Electronics Waste Recycling Services

Vintage Tech Recyclers
“Protecting Your Identity and the Environment”



Vintage Tech, LLC

Protecting Your Identity and the Environment



Section 1 Company Description

“There’s a better way to get rid of those old electronics! Keep it clean. Keep it Green!”



Vintage Tech, LLC

Protecting Your Identity and the Environment



Vintage Tech LLC

Vintage Tech is a woman owned and operated electronics recycling company with locations in Missouri, Michigan, California, Pennsylvania and Illinois. In 9 years of business, Vintage Tech has created thousands of recycling programs for communities, businesses, and school districts and has increased tonnage of electronics recycling by nearly 40% each year. Keeping electronics out of landfills, creating new business opportunities, and creating new jobs is the main focus of everyday operations at Vintage Tech Recyclers. Vintage Tech Recyclers is a highly credited company and holds the R2 certification, ISO 14001 certification, ISO 9001 as well as e-Stewards certification. VT ensures responsible recycling and downstream transparency on all electronics.

What Do We Do?

Vintage Tech is a one stop solution for all electronic waste. Customers can choose from a variety of services to ensure that all needs of a business, community recycling day, or a school pickup is met.

Vintage Tech's services include:

- Pickup Service
- Domestic Processing
- Hard-drive wiping and shredding
- Re-furbish and Resale
- Donations
- Equipment Audits
- Certificates of Recycling

What makes VT unique?

Vintage Tech is amongst the most elite diverse suppliers in the industry. As an e-Stewards, R2, and ISO 14001 certified vendor, Vintage Tech brings a unique combination of accreditations to the industry.

Some unique aspects of Vintage Tech include:

- Better Business Bureau Accreditation
- One of the Largest Consumer Recyclers in the United States
- Recycler of the Year award recipient
- Recipient of 7 consecutive Illinois state grants
- Residential Programs are fully funded by 39 OEM's in conjunction to the Illinois Public Act 095-0959
- 2012 Better Business Torch Award for Ethical Business Practices

Other Information:

Vintage Tech is an accredited company and is also a member organization of the following organizations:

- Better Business Bureau Accredited, Board Member Karrie Gibson
- Illinois Recycling Association, Board Member Karrie Gibson
- Habitat for Humanity, Board Member Karrie Gibson
- Michigan Recycling Coalition
- Indiana Recycling Coalition
- ILCSWMA

Vintage Tech, LLC

Protecting Your Identity and the Environment



Section 2 Proposal

*“There’s a better way to get rid of those old electronics!
Keep it clean. Keep it Green!”*

Vintage Tech, LLC

Protecting Your Identity and the Environment



Town of Normal, IL & Vintage Tech Recyclers

Vintage Tech Recyclers in partnership with the Town of Normal, IL shall offer e-stewards certified recycling of obsolete electronics. To understand the scope of services, please refer to the list below:

Vintage Tech Recyclers:

- Provide all transportation Vehicles
- Provide necessary packaging supplies (Pallets, Gaylords, Shrink Wrap, Tape, etc)
- Provide e-Stewards and R2 certified recycling and processing on all electronics items
- Provide labor to load truck each pick up
- NIST 800-88 compliant data erasure and hard drive destruction
- Provide a primary account representative to moderate communication, requests, and services between the Town of Normal, IL and Vintage Tech Recyclers
- Provide open transparency of all downstream vendors and recycling processes
- Provide open transparency of all facilities and arrangement of tours upon request
- Provide data reporting and certificates of recycling for pick up volumes
- Provide a monthly invoice

Town of Normal, IL:

- Provide a host location to collect electronics
- Provide a primary contact to coordinate event details with Vintage Tech Recyclers rep
- Payment for services based on the monthly invoice

Town of Normal, IL Pricing	
Material Streams	Fees
Computers	\$0.00 per lb
Monitors	\$0.14 per lb
Printers	\$0.00 per lb
Televisions	\$0.14 per lb
Misc EEDs	\$0.00 per lb
Non EEDs	\$0.00 per lb
Hauling Service	\$425.00 per truck (up to 8000 lbs per truck)

Downstream Vendors

- **Motherboards and Commodity Material-** IRT, Minneapolis, MN
- **CRT Monitors and Television Tubes-** Closed Loop Recycling, Columbus, Ohio
Technology Displays Mexicali- Mexicali, Mexico
- **Steel and Ferrous Metals-** Elgin Recycling and Advanced Metals, Kansas City, MO and Elgin, IL
- **Mercury Containing Devices and Universal Waste-** Flourocycle, Vernon Hills, IL and VTKK and Kuusakoski, Plainfield, IL

Vintage Tech, LLC

Protecting Your Identity and the Environment



Section 3 Certifications

*“There’s a better way to get rid of those old electronics!
Keep it clean. Keep it Green!”*



Exhibit A

Contractor Certification
For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

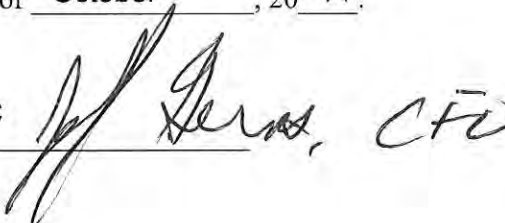
1. CONFLICT. Contractor certifies that no Town of Normal officer or employee has any interest in the proceeds of this contract.
2. BRIBERY. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. DEBARMENT. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. SARBANES-OXLEY. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. BID RIGGING/BID ROTATING. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. DELINQUENT PAYMENTS. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal.
7. RECORDS. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. HUMAN RIGHTS ACTS. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. NON-DISCRIMINATION. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
10. DBE. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

11. PATRIOT ACT. Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.
12. AMERICAN RECOVERY AND REINVESTMENT ACT. Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. TAXPAYER IDENTIFICATION. Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is 45-3611991.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Town of Normal held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Done this 22 day of October, 2014.

Vintage Tech, LLC
Contractor

 J. J. Geras, CFO

DISCLOSURE STATEMENT

As a condition of receiving a grant or doing business with the Town of Normal the following disclosures must be certified in writing. It is the intent of these disclosures to identify natural persons doing business with the town and to avoid any conflicts of interest with those persons and elected or appointed town officials. Thank you for your cooperation in promoting government transparency.

1. Corporations: Please provide the name and address of all corporate officers; the name and address of every person who owns more than one percent of any class of stock in the corporation; the name and address of the registered agent; the State of incorporation; and the address of the corporation's principal place of business.

Name: Karrie Gibson
Address: 1105 Windham Parkway
Romeoville, IL 60446

Name: _____
Address: _____

Name: Todd Gibson
Address: 1105 Windham Parkway
Romeoville, IL 60446

Name: _____
Address: _____

Name: Jeff Gerns
Address: 1105 Windham Parkway
Romeoville, IL 60446

Name: _____
Address: _____

Name: Kuusakoski Recycling
Address: 13543 S Route 30
Plainfield, IL 60544

Name: _____
Address: _____

Corporation's Principal Address:
1105 Windham Parkway
Romeoville, IL 60446

State of Incorporation: IL

2. Partnerships: Please provide the name and address of all general and limited partners, identifying those persons who are limited partners and those who are general partners; the address of the partnership's principal office; and in the case of a limited partnership, the county where the certificate of limited partnership is filed and the filing number shall be identified.

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____

Address: _____

Principal Office Address:

Name: _____

Address: _____

County (for limited partnerships):

Filing Number (for limited partnerships):

3. Joint Ventures: Please provide the name and address of every member of the joint venture.

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

4. Land Trusts: Please provide the name, address and interest of all persons, firms corporations or other entities who are the beneficiaries of such land trust.

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

5. Persons and other entities: Please provide the name and address of every person having a proprietary interest, an interest in profits and losses or the right to control any entity or venture such as a sole partnership, association or trust.

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

In the event a non-natural person is disclosed pursuant to the above disclosures, then disclosures shall be made for the entity, partnership, corporation, trust, or other organization so disclosed, until a natural person is identified.

The person signing below warrants that the above disclosures are true, accurate, and complete as of the given date

[Handwritten Signature]

(Signature)

10/23/14

(Date)

[Handwritten Signature]

(Notary Signature)

10/23/14

(Date)



ELECTRONICS RECYCLING

2014		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Average lbs./month
Computers	2,351	4,077	3,319	1,276	919	
Monitors	1,922	5,403	3,313	1,428	1,006	
Printers	1,759	2,907	2,874	1,303	737	
Televisions	64,493	103,369	85,434	130,532	31,986	
Misc EED's/Low-grade Scrap	30,159	67,871	64,473	67,628	19,178	
Non EED	834	-	-	-	-	70
Total	101,518	183,627	159,413	202,167		
Pick ups	16	26	26	27	7.916667	

2014	Computers	Monitors	Printers	Televisions	Low-grade Scrap/EED's	Non EEDs	Total lbs.	Tons	Cost by Tonnage	Trans- portation Fee	Total Cost
January	105	307	-	19,689	8,973	-	29,074				
February	1,319	105	534	12,370	4,993	-	19,321	9.66			
March	927	1,510	1,225	32,434	16,193	834	53,123	26.56			
April	1,045	1,613	610	41,064	26,188	-	70,520	35.26			
May	2,476	3,339	2,297	32,254	20,218	-	60,584	30.29			
June	556	451	-	30,051	21,465	-	52,523	26.26			
July	168	451	247	35,918	29,040	-	65,824	32.91			
August	-	-	-	18,883	27,515	-	46,398	23.20			
September	3,151	2,862	2,627	30,633	7,918	-	47,191	23.60	\$ 4,350.08	\$ 2,975.00	\$ 7,325.08
October	846	569	934	35,283	16,612	-	54,244	27.12	\$ 5,019.28	\$ 3,825.00	\$ 8,844.28
November	430	331	369	33,387	20,841	-	55,358	27.68	\$ 4,720.52	\$ 2,975.00	\$ 7,695.52
December	-	528	-	61,862	30,175	-	92,565	46.28	\$ 8,734.60	\$ 4,675.00	\$ 13,409.60
Totals	11,023	12,066	8,843	383,828	230,131	834	646,725	323.36	\$ 22,824.48	\$ 14,450.00	\$ 37,275.48

Exhibit 1

Account #	Fund	Account Description	Amount
10019180-89544	General	General Fund Transfer-To Solid Waste	\$ 16,667.00
54404400-85100	Solid Waste	Solid Waste-From General Fund	\$ (16,667.00)
54404400-70667	Solid Waste	Solid Waste-Recycle Transfer Fee	\$ 16,667.00
		Net Budget Increase/(Decrease):	16,667.00

FY 2015 BUDGET AMENDMENTS PROJECTED EFFECT ON FUND BALANCE

GENERAL FUND

Council Approved

Council Approved	Description of Item	Totals
4/30/2014	Opening Audited General Fund Balance	\$ 14,095,426
6/23/2014	Request to accept the 2014 Edward Byrne Memorial Grant (JAG) and Approve a Budget Amendment to Account 10015110 - 79134 in the General Fund under Police - JAG Grant Expenditures	\$ 32,012
6/23/2014	Request to Approve a Budget Amendment to Accounts 10014125-71030-20000 and 10014125-57350-20000 in the BCPA Fund and that Council retroactively authorize the Purchase of Vests and Accessories as the new uniform for the Bloomington Center for the Performing Arts (BCPA) Volunteers	\$ (11,599)
6/23/2014	Request to Approve a Budget Amendment to Accounts 10014125-71030-20000 and 10014125-57350-20000 in the BCPA Fund and that Council retroactively authorize the Purchase of Vests and Accessories as the new uniform for the Bloomington Center for the Performing Arts (BCPA) Volunteers	\$ 11,599
7/14/2014	Request to Approve a Budget Amendment to Account 10015110 - 70220 in the General Fund and Approve Request for Proposals (RFP) and Approval of Agreement for the Dry Sprinkler System Architectural and Engineering Services at the Police Department Parking Garage	\$ 11,700
7/28/2014	Request to Approve a Budget Amendment to Accounts (10015110 – 72520) and (10015110 – 70420) in the General Fund Budget for Emergency Replacement of Police Department Chiller	\$ 108,281
7/28/2014	Request to Approve a Budget Amendment to Account 10016110 - 70425 in the General Fund and Approve Lease Agreement for 104 - 106 E. Oakland Ave., the former Connect Transit Bus Storage Depot, a/k/a the Bus Barn-3 YEAR LEASE	\$ 62,719
7/28/2014	Request to Approve a Budget Amendment to Accounts (10015110 – 72130) and (20900900 - 72130) in the General Fund Budget and Drug Enforcement Fund for Reallocation of a Vehicle Purchase for the Police Department	\$ (55,332)
8/11/2014	Acquisition of Sugar Creek Packing Plant located at 412 East Street and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets	\$ 250,000
8/11/2014	Text Amendment to Chapter 21. Refuse, Section 300.6 Holiday Collection regarding Refuse and Recycling Collection on Holidays and to Request to Approve a Budget Amendment to Accounts (10019180 - 89544), (54404400 - 85100) and (54404400-61150) in the General and Solid Waste Funds.	\$ 38,400
8/25/2014	Request to Approve a Budget Amendment in the General Fund, Capital Improvement Fund, Water Fund, and Storm Water Fund for the settlement of disputed claims relating to Annexation Agreement for West Washington St.	\$ 32,830
8/25/2014	Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets	\$ 100,000
2/9/2015	Emergency replacement of Police Marked Patrol car and Request to Approve a Budget Amendment to Police-Capital Outlay Licensed Vehicles (10015110 – 72130) in the FY 2015 Police Department Budget.	\$ 29,940
2/23/2015	Intergovernmental Agreement for E-Waste Disposal and request to approve a Budget Amendment to General Fund Transfer-To Solid Waste (10019180-89544), Solid Waste-From General Fund (54404400-85100), and the Solid Waste-Recycle Transfer Fee (54404400-70667) in the amount of \$16,667.00	\$ 16,667
		\$ 13,468,209
	Percentage of Fund Balance in relationship to Approved Budget of FY 2015 General Fund Expenditures in the amount of \$91,244,899	14.76%

Bill Status of HB1455 99th General Assembly

Short Description: ELECTRONIC PRODUCTS RECYCLING

House Sponsors

Rep. [Emily McAsey](#) - [Grant Wehrli](#) - [Sam Yingling](#)

Last Action

Date	Chamber	Action
2/6/2015	House	Referred to Rules Committee

Statutes Amended In Order of Appearance

[415 ILCS 150/15](#)[415 ILCS 150/50](#)[415 ILCS 150/80](#)

Synopsis As Introduced

Amends the Electronic Products Recycling and Reuse Act. Provides that a manufacturer may count the total weight of a cathode ray tube device, prior to processing, towards its goal under this Section if all recyclable components are removed from the device and the cathode ray tube glass is managed in a manner that complies with all Illinois Environmental Protection Agency regulations for handling, treatment, and disposition of cathode ray tubes. Provides that, for specified categories of electronic devices, each manufacturer shall recycle or reuse at least 80% (was at least 50%) of the total weight of the electronic devices that the manufacturer sold in that category in Illinois during the calendar year 2 years before the applicable program year. Provides that a registered recycler or a refurbisher of CEDs and EEDs for a manufacturer obligated to meet goals may not charge individual consumers or units of local government acting as collectors a fee to recycle or refurbish CEDs and EEDs, unless the recycler or refurbisher provides (i) a financial incentive, such as a coupon, that is of greater or equal value to the fee being charged or (ii) premium service, such as curbside collection, home pick-up, drop-off locations, or a similar methods of collection. Provides that, in program year 2015, and each year thereafter, if the total weight of CEDs and EEDs recycled or processed for reuse by the manufacturer is less than 100% of the manufacturer's individual recycling or reuse goal set forth in a specified provision of the Act, the manufacturer shall pay a penalty equal to the product of (i) \$0.70 per pound; multiplied by (ii) the difference between the manufacturer's individual recycling or reuse goal and the total weight of CEDs and EEDs recycled or processed for reuse by the manufacturer during the program year. Effective immediately.

Actions

Date	Chamber	Action
2/5/2015	House	Filed with the Clerk by Rep. Emily McAsey
2/6/2015	House	Added Chief Co-Sponsor Rep. Grant Wehrli
2/6/2015	House	First Reading
2/6/2015	House	Referred to Rules Committee
2/10/2015	House	Added Chief Co-Sponsor Rep. Sam Yingling

Bill Status of SB0797 99th General Assembly

Short Description: ELECTRONIC PRODUCTS RECYCLING

Senate Sponsors

Sen. [Linda Holmes](#) - [Pamela J. Althoff](#) - [Terry Link](#) and [Daniel Biss](#)

Last Action

Date	Chamber	Action
2/5/2015	Senate	Referred to Assignments

Statutes Amended In Order of Appearance

[415 ILCS 150/15](#)

[415 ILCS 150/50](#)

[415 ILCS 150/80](#)

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Advanced Technology Recycling

Ray Magee
Business Development Manager

B & K Technology Solutions

February 16, 2015

Dear Kevin Lower

Thank you for selecting ATR as an electronic recycling vendor to the City of Bloomington and Mclean County for electronic recycling services.

ATR
601 E. Prairie St
Pontiac, IL 61764
POC: Ray Magee
815-844-7779
815-844-7774 fax
Email: r.magee@atrecycle.com
www.atrecycle.com

1. Background Information

ATR is committed to handling all of your equipment responsibly.

- ATR is committed to providing the clients with the highest asset recovery and recycling in a manner protective of the environment and worker health and safety.
- ATR is committed to the prevention of pollution and prevention of injury and ill health
- ATR is committed to the managing of used and end of life electronic equipment based on a re-use, recover, dispose hierarchy including on-site and downstream materials management throughout the recycling chain
- ATR is committed to the managing of Focus Materials as outlined in the Responsible Recycling (R2) Practices Standards with due diligence to protect our environment.
- ATR is committed to continuous improvement achieved through monitoring and rigorous evaluations
- ATR is committed to communicating and reinforcing this policy throughout our company, as well as to our customers, and suppliers and to the public.

Our History

The parent company of Advanced Technology Recycling, B&K Computer Source, was founded in June of 1992 and has been conducting business in Illinois, Texas, New York, Alabama and Michigan for over twenty years. ATR staff is comprised of technologically certified professionals; utilizing resources that enable them to collect the information needed to develop technical solutions that help customers maximize their IT infrastructure budgets.

The ATR Headquarters in Pontiac, Illinois services clients on a local and nationwide level. The other ATR Illinois facility is located in Peoria. This site offers a variety of services including permanent residential drop-off points and a sustainable infrastructure for processing equipment from corporate partners. Additionally, ATR has a facility in Grand Rapids, Michigan and Tonawanda, NY that is intended to service the whole Northeast Region of the United States. In addition, ATR has a facility in San Antonio, Texas, meant to service the whole Southwest region of the US. Our Birmingham, AL gives us a competitive edge in the Southeast region.

ATR is ISO 14001:2004 and R2:2008 certified, possessing \$5 million Pollution Liability Insurance and \$1 million Data Breach Insurance. Additionally, ATR has in place financial guarantees for site closure and clean up in the unlikely event that it would be required in accordance to state laws. In 2012, ATR processed 15 million pounds of E-waste and is focused on sustaining a regional footprint with local municipalities, residents and businesses as the company continues its expansion nationwide. ATR is committed to providing a dependable electronic recycling option for businesses, residents and government municipalities that is environmentally sound without compromising secure alternatives.

2. Details of recycling Proposal

When: January 1, 2015 thru December 31, 2015

All transportation and processing of electronics at no charge to the County of McLean and the City of Bloomington.

3. ATR proposes recycling services for The County of McLean and The City of Bloomington. This proposal will include processing of electronics that are accepted by ATR; for Mclean County Residences ONLY. NO Businesses. The service includes ATR equipment pickup and transportation to ATR's locations and full service recycling. Our full service recycling includes; transportation of equipment to an ATR facility, Data wipe or destruction on confidential information and reporting to the county. Our current capabilities include collection, and processing, with additional focuses on refurbishing and remarketing.
4. We are currently involved with the Illinois DCEO E-Waste grant program and report all collection and processing efforts to them on a quarterly basis. We furthermore registered with the State of Illinois as a Collector/Refurbisher/Recycler and listed with our Local County and city as E-Scrap collectors and processors. ATR is a member of the Illinois Recycling Association and the National Association of Information Destruction (NAID)
- a. FEIN: 83-0345248
 - b. EPA: 1050605049

The equipment accepted is listed below. Items are subject to negotiation with The County of Mclean and the City of Bloomington.

Items Accepted

- c. Computers, Monitors, Printers, Faxes, Copiers, Laptops, TV's
- d. Main Frames, Peripherals, Modems, Telephones, Answering Machines
- e. Adding Machines, Microwave Ovens, Scanners, DVD, VCR's, Stereo Equipment
- f. Pagers, CEL phones, Camera's, Camcorders, Video Games, Software, CD/DISC
- g. Books, Small Handheld Electronics, Cables, Calculators, Shredders, UPS's
- h. Electric Motors, Scanners, Plotters, Terminals

NOT Accepted:

- i. Small Kitchen appliances. i.e. toaster, Coffee pots, blenders
- j. Air Conditioners, White Goods, Smoke Detectors, De-Humidifiers, Vacuum's, Car Batteries
- k. Fans, Refrigerators, Stoves, Dishwashers, fluorescent bulbs

5. Equipment collected is sorted for any re-marketable/re-build able equipment first and foremost. We attempt to keep our overall cost as low as possible during the collection phase. Therefore, ATR relies on as many remarketing dollars as possible to help offset the collection efforts. Items refurbished are marketed through our web store, donated to charitable organizations such as churches and schools where possible, and finally remarketed through the internet. Equipment that doesn't meet specified standards is then processed for downstream markets such as steel, plastics, wire, circuit boards, etc. **Percentage of material expected to be recycled is 90% per load from a residential environment. The percentage of recycled goods has many factors, such as age and purpose/use of equipment.**
6. Data Security is of utmost importance, and we take this VERY seriously. All hard drive and other magnetic media is either software wiped using standard NiST compliant processes or physically destroyed via our shredder or punch device. All processes are video recorded 7x24 via our online DVR systems, and guaranteed destruction services are available for anyone who wants to have their hard drive physically shredded. All other equipment that may contain personal information is screened and verified as "clean" prior to any remarketing efforts. If equipment is being de-manufactured then it is physically destroyed. These items could be CEL phones, thumb drives, PDA's, Blackberry's etc. All hard drive secure storage is video recorded and physically locked 24 hours per day, 365 days per year. Additionally, all secure areas are controlled via proximity badge access that logs each entry and exit and is recorded and filed in the event we needed to identify who was in a secure area.
7. ATR adheres to all federal, states, and local guidelines as they pertain to solid waste management and hazardous materials. ATR is **ISO 14001:2004 and R2:2008** certified. All products is processed domestically, we do not export.
8. Our insurance is currently carried by Selective, Beasley and Beacon Hill Insurance and our limits are as follows:
- | | |
|----------------------------|-------------|
| General Business Liability | \$1,000,000 |
| Pollution Liability | \$5,000,000 |
| Automobile Policies | \$1,000,000 |
| Workman's Compensation | \$500,000 |
| General Umbrella | \$2,000,000 |
| Data Breach Coverage | \$1,000,000 |

- 9. Pricing for the County of Mclean Recycling –
 - Processing and Recycling of all CED and EED items: \$0.00 (no cost/no value)
 - This includes no charge for CRT monitors and TVs.
 - Broken and/or tube TV will be discussed further.

Transportation: \$0.00 flat rate charge to the County of McLean.

Location of permanent sites or one day events will be communicated to ATR upon signature of this proposal. ATR will consult with the County if proposed venue does not meeting criteria for a successful location or event.

I hope we have answered all your questions successfully and we look forward to the event. We believe in provided a high level of value to our customers and hope you will view our proposal positively.

Please feel free to contact us should you have any questions.

Kindest regards,

Ray Magee
Advanced Technology Recycling

ACCEPTANCE

ACCEPTANCE SHALL BE AS DEFINED AS THE COMMENCEMNT OF SERVICES BETWEEN ATR, MCLEAN COUNTY AND THE CITY OF BLOOMINGTON

ATR

County of Mclean

_____ date _____

_____ date _____

City of Bloomington

_____ date _____



ILLINOIS ELECTRONIC RECYCLING FUNDING CRISIS

Background

- Residential electronic recycling funding by manufacturers was agreed upon in 2008 when the legislation passed with the expectation that units of local government would promote recycling and many would choose to offer collection sites to support the law.
- Recycling throughout Illinois has been funded by manufacturers since 2010. This led to the creation of many businesses and the expansion of many others, employing thousands of people across the state.
- In 2012, most residential electronics were banned from the landfill to recover recyclable metals and plastics, saving energy, reducing water use and pollution and conserving landfill space. This increased recycling, creating more jobs throughout Illinois.
- In September of 2014 Residential Electronics Collections ceased or were greatly reduced in 55% of counties across Illinois as manufacturers hit their recycling goals and ceased funding recycling programs. **Local communities are faced with an unfunded mandate** to continue providing electronic collection and recycling programs for Illinois residents.
- 25 states have similar producer responsibility laws. Last year Pennsylvania raised their goal to 81% and New Jersey raised their goal to 76%. Illinois residents purchasing electronics are funding programs in other states while our programs remain underfunded.

Today's Crisis

- Residential Electronic Recycling Businesses are closing or reducing staff. Since August of 2014 **hundreds of people have lost Illinois jobs** due to a lack of funding from the manufacturers.
- The current goal of “50% of the weight sold” is too low to provide adequate funding.
- Electronics are banned from disposal in Illinois landfills and open dumping of electronics is now increasing.
- Illinois residents pay for the recycling of their electronics at the time of purchase. Residents and local communities (using their tax dollars) should not have to pay again.
- The formula that determines the amount that electronics manufacturers pay to Recyclers is flawed and needs to be revised to provide adequate funding for recycling programs.



SB 797 and HB 1455 will provide short-term solution

- A compromise from HB4042 – reduced the goal from 100% to 80% of pounds sold be required to be funded by manufacturers.
- This represents an increase of 16 million pounds, which becomes an average annual cost of \$27,000 per manufacturer.
- **CREATES & PRESERVES ILLINOIS JOBS.**
- Ensures that residents (IL taxpayers) do not have to pay twice when recycling electronics by not allowing units of local government acting as collectors to be charged for recycling services.
- Makes the goal a TRUE goal by making the manufacturers responsible for 100% of the goal instead of only 70% of the goal generated by the formula.
- Recognizes that CRTs and TVs that are processed to recover non-glass material and managed in accordance with IL EPA regulations to treat the leaded glass may be counted toward the manufacturers' recycling goals. This provision recognizes a local Illinois option for managing glass that will reduce the funding cost to the manufacturers and allow recyclers to continue services to residents and local governments.





POLICE DEPARTMENT

P.O. Box 3157
Bloomington, Illinois 61702

Brendan O. Heffner, Chief, FBINAA 225th
Clay E. Wheeler, Assistant Chief, FBINAA 253rd
Kenneth A. Bays, Assistant Chief
J. Gary Sutherland, Assistant Chief

2014 Crime Statistics and a look ahead to 2015

The Bloomington Police Department has prepared a short synopsis of serious criminal incidents reported in our city from January 1, 2014 to December 31, 2014. The total Uniform Crime Report (UCR) statistics for calendar year 2014 was 13.3% lower than 2013, or 307 fewer reported incidents. The UCR statistics include Homicide, Forcible Rape, Robbery, Aggravated Assault/Battery, Burglary, Theft, Motor Vehicle Theft, and Arson. This marks 2014 as the lowest year in terms of UCR crime in Bloomington since at 1989. This report will examine each UCR Part I category for 2014.

Overall crime in Bloomington remains low. Our most notable increase in UCR crimes was a 9% increase over our 2013 totals for Motor Vehicle Theft. This increase is attributed to multiple car thefts by young adult subjects. In many of the instances, the vehicles were unlocked and the suspects had access to the vehicle keys. While homicides in Bloomington increased from 2 in 2013 to 3 in 2014, all of the cases were isolated events with no connections between the cases.

2013 / 2014 UCR Crime	2013	2014	Change
Murder	2	3	+50.0 %
Criminal Sexual Assault	57	56	-1.8 %
Robbery	59	30	-49.2 %
Aggravated Battery	281	238	-15.3 %
Burglary	402	298	-25.9 %
Theft	1446	1311	-9.3 %
Motor Vehicle Theft	53	59	+11.3 %
Arson	8	6	-25.0 %
Total	2308	2001	-13.3%

A complete account of crime in Bloomington can be found by examining the entire collection of Part I and Part II crimes. These statistics can be found in a separate report titled; "2014 Uniform Crime Reports for the City of Bloomington, Part 1 and Part 2 Index Offenses and All Other Reports".

When examining UCR crime totals for Bloomington in 2014 against other comparable cities in Central Illinois, our city again fares well. Bloomington remained lower in many of the major UCR offenses and recorded a lower overall total of UCR offenses than reported in comparable Central Illinois cities. Please see the table below for additional information.

Note: The following table totals will not match our year end UCR totals as they are adjusted per 100,000 residents for comparison purpose.



POLICE DEPARTMENT

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J. Gary Sutherland, Assistant Chief

2014 UCR Crimes Comparison - preliminary and subject to change	Peoria	Champaign	Springfield	Bloomington
Murder	7	7	4	3
Criminal Sexual Assault	70	67	93	56
Robbery	231	159	255	30
Aggravated Battery	478	346	952	238
Burglary	1246	476	1101	298
Theft	3481	1337	4247	1311
MVT	200	53	126	59
Arson	41	16	37	6
Total	5,754	2,461	6,815	2,001

As prescribed in our 2012 - 2015 Strategic Plan and evident in the above comparisons, the police department continues to maintain a pro-active approach to violent crimes, conducts officer level problem-solving policing and engage citizens and neighborhoods through open dialogue. In 2015, in my second year as Chief of Police, I plan on building on our past successes as well as adding several new departmental priorities:

- Complete a new Strategic Plan for 2015 - 2018.
- Complete our internal policy rewrite and seek professional accreditation.
- Continue our emphasis on aggressive DUI suppression.
- Increase our efforts to reduce juvenile crimes and offender recidivism.
- Increase the number of minority applicants for the police department testing.
- Increase pro-social contacts by officers and improve overall customer service.
- Increase department-wide awareness and training regarding cultural diversity.
- Expand our social media presence and use to include our Communications Center.

Thank you for the ongoing support of your police department, its officers and employees. I lead a group of dedicated men and women working day in and day out to ensure public safety in the City of Bloomington.

Respectfully,

Brendan O. Heffner, Chief of Police

“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

2014 Crime Statistics

The total Part I Uniform Crime Report (UCR) statistics for calendar year 2014 was **13.3 % lower** than 2013 representing 307 fewer reported incidents.

2014 Crime Statistics

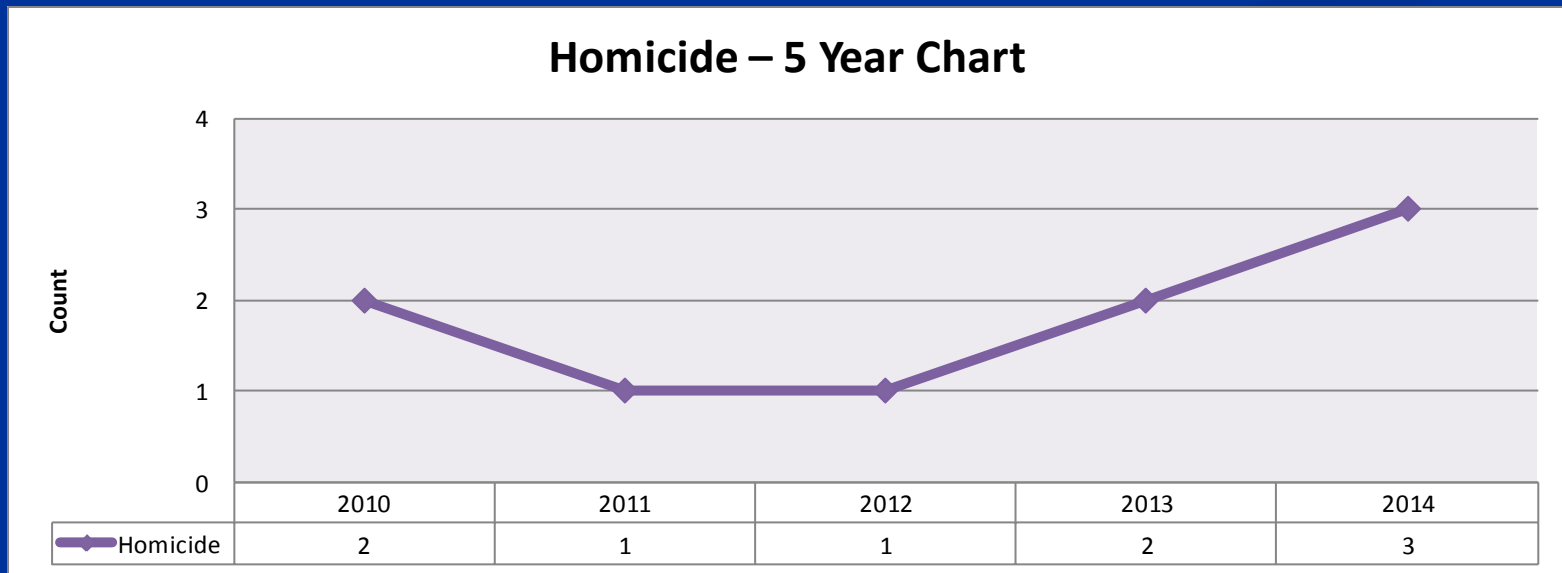
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Motor Vehicle Theft	200	53	126	59
Arson	41	16	37	6
Total	5,754	2,461	6,815	2,001

Review of select crime types

Homicides in 2014

- There were three (3) recorded homicides for 2014
 - ❖ June 14 homicide of Ron Smith in O'Neil Park (solved)
 - ❖ November 11 homicide of Pam Zimmerman (open investigation)
 - ❖ November 16 homicide of Carlton Jordan (solved)

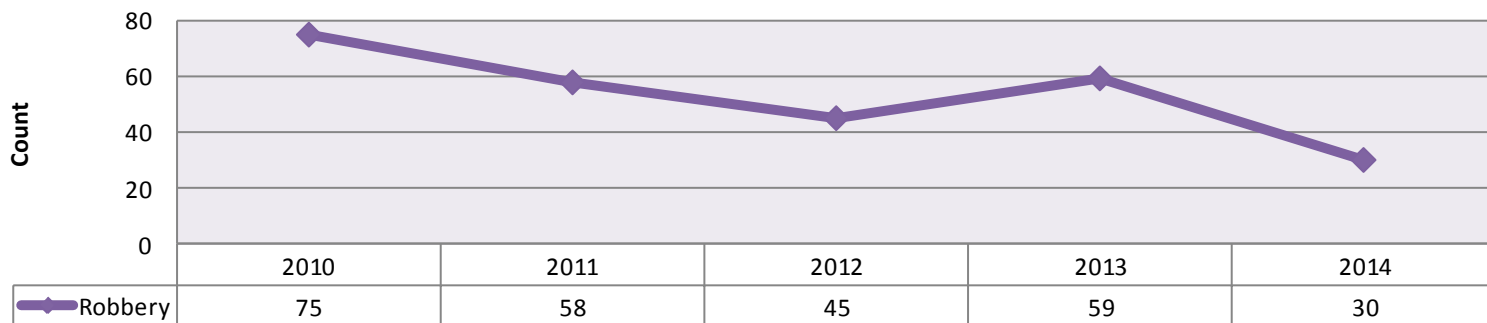


Robbery in 2014

- The 30 reported robberies in 2014 mark a sharp decrease from the 59 reported in 2013.
- Two armed robberies of local businesses in August were cleared by identification of the suspects within 20 minutes of posting the case on BPD's YouTube Channel.

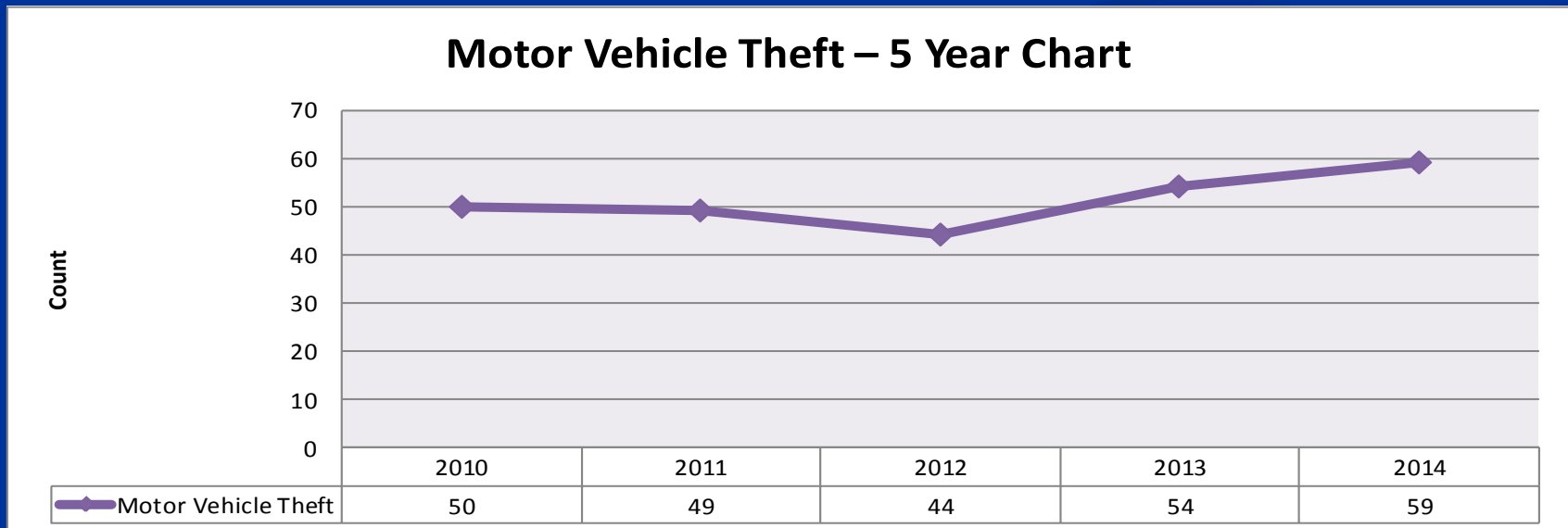


Robbery— 5 Year Chart



Motor Vehicle Theft in 2014

- We had an increase of 5 cases over the 2013 totals
- In 2014, we saw a continued trend of juveniles stealing unlocked cars where keys were accessible, in some manner, to the thieves.

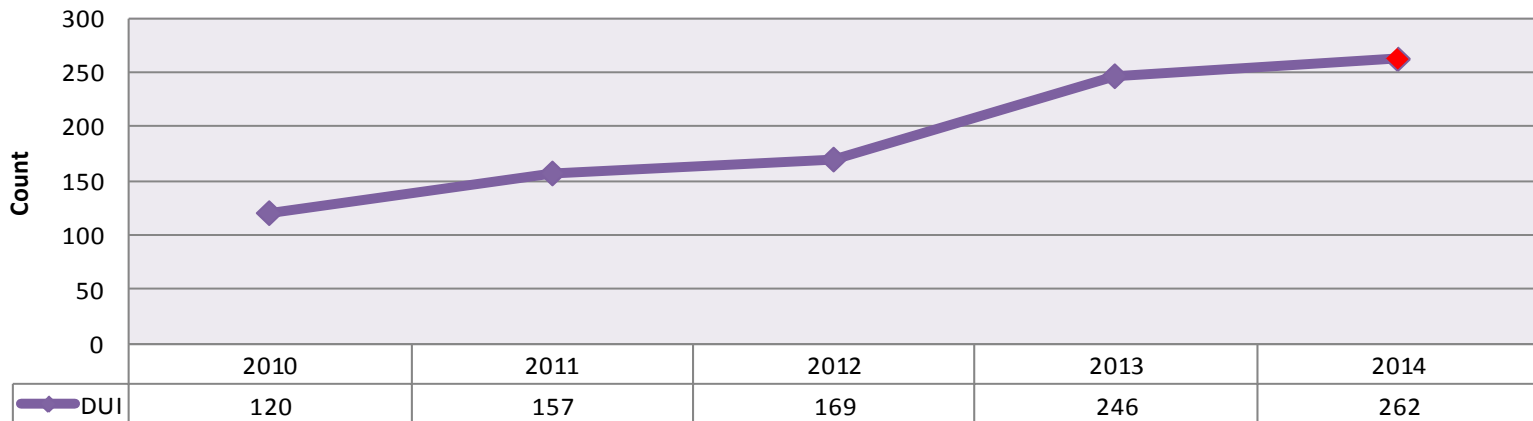


DUI in 2014



- Increasing DUI enforcement was Goal 2, Strategy 3, in the 2012 – 2015 BPD Strategic Plan.
- Last year's arrest totals marked a 12 year high.

DUI Arrests - 5 year chart



Crime Priorities for 2015



Street level violent crimes



Illegal gun possession



Gang crimes



Robbery



Narcotics



Sex offender violations



Residential Burglary

Departmental Priorities for 2015

- Complete new Strategic Plan for 2015 - 2018.
- Complete internal policy rewrite and seek professional accreditation.
- Continue emphasis on aggressive DUI suppression.
- Increase efforts to reduce juvenile crimes and offender recidivism.

Departmental Priorities for 2015

- Increase the number of minority applicants for the police department testing.
- Increase pro-social contacts by officers and improve overall customer service.
- Increase department-wide awareness and training regarding cultural diversity.
- Expand social media use to include our Communications Center.



POLICE DEPARTMENT

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J. Gary Sutherland, Assistant Chief

February 4, 2015

RE: 2014 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. Counts in this report may differ from other specialized reports due to 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 2013 and 2014 with the hierarchy rule applied. Offenses are grouped into broad categories with offenses used for Part 1 Index crimes highlighted yellow.

Offenses	2013	2014	Percent Change
Arson	8	6	-25.0%
AGGRAVATED ARSON	1	0	-100.0%
ARSON	7	6	-14.3%
Assault/Battery	1372	1169	-14.8%
AGGRAVATED ASSAULT	60	42	-30.0%
AGGRAVATED BATTERY	175	141	-19.4%
AGGRAVATED BATTERY OF A CHILD	2	5	150.0%
AGGRAVATED BATTERY OF A SENIOR CITIZEN	1	0	-100.0%
AGGRAVATED DOMESTIC BATTERY	49	32	-34.7%
AGGRAVATED STALKING	2	2	0.0%
ASSAULT	42	24	-42.9%
BATTERY	273	245	-10.3%
DOMESTIC BATTERY	764	672	-12.0%



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RECKLESS CONDUCT	4	6	50.0%
Burglary	413	313	-24.2%
BURGLARY	171	122	-28.7%
HOME INVASION	9	3	-66.7%
RESIDENTIAL BURGLARY	233	188	-19.3%
Burglary or Theft From Motor Vehicle (Aggregates in Theft for UCR reporting. Broken out for this report only)	372	323	-13.2%
BURGLARY FROM MOTOR VEHICLE	319	285	-10.7%
THEFT FROM MOTOR VEHICLE	46	34	-26.1%
THEFT OF MOTOR VEHICLE PARTS & ACCESSORIES	8	4	-50.0%
Cannabis Control Act	275	235	-14.6%
CANNABIS PLANT	1	0	-100.0%
CASUAL DELIVERY	1	1	0.0%
DELIVERY OF CANNABIS 30 GM AND UNDER	24	28	16.7%
DELIVERY OF CANNABIS OVER 30 GM	3	16	433.3%
POSSESSION OF CANNABIS 30 GM AND UNDER	237	182	-23.2%
POSSESSION OF CANNABIS OVER 30 GM	9	8	-11.1%
Controlled Substances Act	147	164	11.6%
DELIVERY OR POSSESSION W/INTENT TO DELIVER	2	3	50.0%
LOOK A LIKE CONTROLLED SUBSTANCE	5	6	20.0%
MANUFACTURE AND DELIVERY OF CONTROLLED SUBSTANCE	93	96	3.2%
POSSESSION OF CONTROLLED SUBSTANCE	47	59	25.5%
Criminal Damage & Trespass To Property	692	646	-6.7%
CRIMINAL DAMAGE TO GOVERNMENT SUPPORTED PROPERTY	8	10	25.0%
CRIMINAL DAMAGE TO PROPERTY	541	476	-12.0%
CRIMINAL DEFACEMENT OF PROPERTY	9	4	-55.7%



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CRIMINAL TRESPASS TO REAL PROPERTY	60	56	-6.7%
CRIMINAL TRESPASS TO RESIDENCE	33	43	30.3%
CRIMINAL TRESPASS TO STATE SUPPORTED LAND	22	36	63.4%
CRIMINAL TRESPASS TO VEHICLE	19	21	10.5%
Criminal Sexual Assault	70	62	-11.4%
AGGRAVATED CRIMINAL SEXUAL ASSAULT	2	7	250.0%
CRIMINAL SEXUAL ASSAULT	53	46	-13.2%
PREDATORY CRIMINAL SEXUAL ASSAULT OF A CHILD	3	6	100.0%
SEXUALLY RELATED OFFENSE	11	3	-72.8%
Deadly Weapons	25	38	52.0%
AGGRAVATED DISCHARGE OF A FIREARM	2	5	150.0%
RECKLESS DISCHARGE OF A FIREARM	4	5	25.0%
UNLAWFUL DISCHARGE OF FIREARM PROJECTILE	1	0	-100.0%
UNLAWFUL POSSESSION OF FIREARMS AND FIREARM AMMUNITION	5	2	-60.0%
UNLAWFUL SALE OR PURCHASE OF FIREARMS	1	1	0.0%
UNLAWFUL USE OF WEAPON	7	15	114.3%
UNLAWFUL USE OR POSSESSION OF A WEAPON BY A FELON	5	10	100.0%
Deceptive Practice	363	343	-5.5%
AGGRAVATED IDENTITY THEFT	1	0	-100.0%
COMPUTER FRAUD	3	1	-66.7%
COMPUTER TAMPERING	2	1	-50.0%
CREDIT CARD FRAUD	61	51	-16.9%
DECEPTIVE PRACTICES	67	48	-28.4%
FINANCIAL EXPLOITATION OF ELDERLY/DISABLED	6	6	0.0%
FORGERY	42	46	9.5%
FRAUD	37	34	-8.1%



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IDENTITY THEFT	53	54	1.9%
IMPERSONATING A PEACE OFFICER	1	0	-100.0%
POSSESSION OF STOLEN PROPERTY	10	8	-20.0%
THEFT OF LABOR/SERVICES	12	12	0.0%
THEFT OF LOST / MISLAID PROPERTY	66	82	24.2%
UNAUTHORIZED VIDEOTAPING AND LIVE VIDEO TRANSMISSION	2	0	-100.0%
Disorderly Conduct	450	392	-12.9%
ALL OTHER DISORDERLY CONDUCT	314	292	-7.0%
ARMED VIOLENCE	2	0	-100.0%
BOMB THREAT	2	1	-50.0%
FALSE POLICE REPORT	4	3	-25.0%
HARASSMENT BY TELEPHONE	102	72	-29.4%
MOB ACTION	1	1	0.0%
PROWLER	1	0	-100.0%
TELEPHONE THREAT	24	23	-4.2%
Drug Paraphernalia Act	48	59	22.9%
POSSESSION OF DRUG EQUIPMENT	47	59	25.5%
SALE/DELIVERY DRUG PARAPHERNALIA	1	0	-100.0%
Gambling	0	1	N/C
GAMBLING - BETTING OR WAGERING	0	1	N/C
Homicide	2	3	50.0%
FIRST DEGREE MURDER	1	3	200.0%
INVOLUNTARY MANSLAUGHTER	1	0	-100.0%
Hypodermic Syringes and Needles Act	1	0	-100.0%
SALE OR POSSESSION OF HYPODERMIC SYRINGES OR NEEDLES	1	0	-100.0%
Interference With Public Officers	107	84	-21.5%



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CONTEMPT OF COURT	8	1	-87.5%
INTERFERENCE WITH JUDICIAL PROCEDURE	26	16	-38.5%
OBSTRUCTING IDENTIFICATION	12	4	-66.7%
OBSTRUCTING JUSTICE	4	5	25.0%
RESISTING,OBSTRUCTING,DISARMING AN OFFICER	57	58	1.8%
Intimidation	18	15	-16.7%
CYBERSTALKING	0	2	N/C
INTIMIDATION	5	2	-60.0%
STALKING	13	11	-15.4%
Intoxicating Compounds	3	2	-33.3%
USE, SALE OR DELIVERY OF INTOXICATING COMPOUNDS	3	2	-33.3%
Kidnapping	51	78	52.9%
CHILD ABDUCTION	2	1	-50.0%
KIDNAPPING	1	0	-100.0%
UNLAWFUL RESTRAINT	2	5	150.0%
UNLAWFUL VISITATION INTERFERENCE	46	72	56.5%
Liquor Control Act	34	25	-26.5%
ILLEGAL CONSUMPTION OF ALCOHOL BY MINOR	22	10	-54.6%
ILLEGAL POSSESSION OF ALCOHOL BY MINOR	12	15	25.0%
Methamphetamine Offenses	3	2	-33.3%
CHILD ENDANGERMENT - EXPOSING CHILD TO METH MANUFACTURING	2	0	-100.0%
POSSESSION OF METHAMPHETAMINE	1	2	100.0%
Motor Vehicle Offenses	952	959	0.7%
CANCELLED, SUSPENDED, OR REVOKED REGISTRATION	61	72	18.0%
DRIVING UNDER THE INFLUENCE ALCOHOL	194	213	9.8%



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DRIVING UNDER THE INFLUENCE DRUGS	8	8	0.0%
FLEE OR ATTEMPT TO ELUDE PEACE OFFICER	2	0	-100.0%
HIT AND RUN	96	91	-5.2%
ILLEGAL TRANS OF ALCOHOLIC LIQUOR	9	6	-33.3%
IMPROPER USE OF REGISTRATION	1	1	0.0%
NO DRIVERS LICENSE	113	106	-6.2%
NO REGISTRATION	2	6	200.0%
OPERATE MOTOR VEHICLE W/SUSP REGISTRATION	11	12	9.1%
OPERATE UNINSURED MOTOR VEHICLE	187	138	-26.2%
RECKLESS DRIVING	10	10	0.0%
SUSPENDED,REVOKED DRIVERS LICENSE	257	295	14.8%
UNLAWFUL USE OF DRIVERS LICENSE	1	1	0.0%
Motor Vehicle Theft	54	63	16.7%
MOTOR VEHICLE THEFT	54	63	16.7%
Offenses Involving Children	190	210	10.5 %
CHILD ABUSE/NEGLECT OR FAILURE TO REPORT	12	11	-8.3%
CONTRIBUTING TO CRIM DELINQUENCY OF A JUVENILE	1	1	0.0%
CONTRIBUTING TO DEPENDENCY OR NEGLECT OF CHILDREN	3	0	-100.0%
CURFEW	7	11	57.1%
ENDANGERING THE LIFE OR HEALTH OF A CHILD	14	23	64.3%
RUNAWAY - MINOR REQUIRING AUTHORITATIVE INTERVENTION	150	159	6.0%
SALE OF TOBACCO PRODUCTS TO MINORS	3	3	0.0%
TRUANCY	0	2	N/C
Other Offenses	1892	2048	8.3%
ALL OTHER CRIMINAL OFFENSES	18	15	-16.7%
ASSIST FIRE DEPARTMENT	13	12	-7.7%



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ASSIST OTHER AGENCY	35	22	-37.1%
ATTEMPTED SUICIDE	9	14	55.6%
CIVIL DISPUTE	9	23	155.6%
COMPOUNDING A CRIME	15	18	20.0%
DOG/OTHER ANIMAL BITES	112	84	-25.0%
DOMESTIC DISPUTE	877	773	-11.9%
FAILURE TO REGISTER AS SEX OFFENDER	0	1	N/C
FATAL/OTHER ACCIDENT FOLLOW-UP	6	7	16.7%
IN-STATE WARRANT	11	9	-18.2%
INTERFERING W/REPORTING DOMESTIC VIOLENCE	1	0	-100.0%
INVESTIGATE DEAD BODY	67	84	25.4%
LOST PROPERTY	113	117	3.5%
MISSING PERSON	59	81	37.3%
ORDINANCE VIOLATION - ABANDONED VEHICLE	1	0	-100.0%
ORDINANCE VIOLATION - BATTERY ORDINANCE	5	6	20.0%
ORDINANCE VIOLATION - CURFEW ORDINANCE	0	3	N/C
ORDINANCE VIOLATION - DISORDERLY CONDUCT	9	17	88.9%
ORDINANCE VIOLATION - MINOR IN TAVERN	5	0	-100.0%
ORDINANCE VIOLATION - OTHER ORDINANCE VIOLATION	80	100	25.0%
ORDINANCE VIOLATION - POSSESSION OF FALSE ID	4	0	-100.0%
ORDINANCE VIOLATION - UNLAWFUL SALE OF ALCOHOL	23	14	-39.1%
OTHER ANIMAL COMPLAINT	14	19	35.8%
OTHER MENTAL CASE	15	59	293.3%
OTHER NON CRIMINAL OFFENSE	67	66	-1.5%
OTHER PUBLIC COMPLAINT	16	13	-18.8%
OTHER SUSPICIOUS ACTIVITY	21	14	-33.3%



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OUT OF STATE WARRANT	1	1	0.0%
PAROLE VIOLATION	1	4	300.0%
PERSONAL INJURY	63	119	88.9%
POSSESSION OF BURGLARY TOOLS	0	1	N/C
RECOVERED PROPERTY ONLY	40	48	20.0%
SUSPICION THAT PERSON COMMITTED AN OFFENSE	1	0	-100.0%
TRAFFIC IL VEHICLE CODE (OTHER TRAFFIC OFFENSES)	44	43	-2.3%
VIOLATION OF ORDERS OF PROTECTION	137	67	-51.1%
Robbery	59	34	-42.4%
AGGRAVATED ROBBERY	3	1	-66.7%
ARMED ROBBERY	18	12	-33.3%
ROBBERY	38	21	-44.8%
Sex Offenses	52	63	21.2%
AGGRAVATED CRIMINAL SEXUAL ABUSE	5	4	-20.0%
ALL OTHER SEX OFFENSES	5	22	340.0%
CHILD PORNOGRAPHY	11	8	-27.2%
CRIMINAL SEXUAL ABUSE	18	13	-27.8%
DISTRIBUTION OF HARMFUL MATERIAL	1	1	0.0%
INDECENT SOLICITATION OF A CHILD	1	0	-100.0%
PROSTITUTION	3	6	100.0%
PUBLIC INDECENCY	1	2	100.0%
SEXUAL EXPLOITATION OF A CHILD	2	0	-100.0%
SEXUAL RELATIONS WITHIN FAMILIES	0	1	N/C
SOLICITATION OF A SEXUAL ACT	2	1	-50.0%
SOLICITING FOR A PROSTITUTE	3	5	66.7%
Theft	1075	1009	-6.1%



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RETAIL THEFT	389	410	5.4%
THEFT FROM BUILDING	7	7	0.0%
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	5	1	-80.0%
THEFT OVER	211	219	3.8%
THEFT UNDER	463	372	-19.7%
Violation of Criminal Registry Laws	114	107	-6.1%
PROBATION VIOLATION	35	37	5.8%
SEX OFFENDER - APPROACHING, CONTACTING, RESIDING, OR COMMUNICATING WITH CHILD	1	2	100.0%
SEX OFFENDER - FAILURE TO REGISTER	50	38	-24.0%
SEX OFFENDER - FAILURE TO REGISTER NEW ADDRESS, EMPLOYER, OR SCHOOL	12	9	-25.0%
SEX OFFENDER - PROHIBITED ZONE	7	8	14.3%
SEX OFFENDER OTHER VIOLATION	7	7	0.0%
VIOLATION OF CHILD MURDERER AND VIOLENT OFFENDER AGAINST YOUTH REG ACT	2	6	200.0%
Grand Total	8842	8453	-4.4%