

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA

109 E. OLIVE

MONDAY, DECEMBER 9, 2013 7:00 P.M.

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Public Comment (*15 minutes*)**
- 6. Recognition/Appointments**
 - A. Introduction of Various Appointments and Reappointments**
- 7. “Consent Agenda”**
 - A. Council Proceedings of November 25, 2013. (Recommend that the reading of the minutes of the previous Council Proceedings of November 25, 2013 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Appointments to the Property Maintenance Review Board, the Building Board of Review and Reappointment to the Historic Preservation Commission. (Recommend that the Appointments and Reappointment be approved.)**
 - i. Brad Williams (Historic Preservation Commission), Mark Fetzer (Property Maintenance Review Board), Jeffrey Brown and Douglas Dodson (Building Board of Review).**
 - D. Council Meeting Dates for Calendar Year 2014. (Recommend that the Council Meeting dates be approved with the exception that the second meeting in December be held on December 15, 2014.)**

- E. Ratification of Contract with Police Benevolent Labor Committee - Telecommunicators for the period of May 1, 2011 through April 30, 2014. (Recommend that the Contract be ratified.)**
- F. Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 29, 2014. (Recommend that the Ordinance be passed.)**
- G. Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 22, 2014. (Recommend that the Ordinance be passed.)**
- H. Request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., 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, said expansion to the restaurant 1,840 sq. ft. into the area f/k/a the Mini Mart. (Recommend that the request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., 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, said expansion to the restaurant 1,840 sq. ft. into the area f/k/a the Mini Mart be approved.)**
- I. A Resolution Establishing Prevailing Wages to be Paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington. (Recommend that the Resolution be passed.)**
- J. Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply at property located at 606 N. Clinton St. (Recommend that the Ordinance be passed.)**
- K. Lake Bloomington Lease Transfer Petition for Lot 2, Block 25 of Camp Potawatomie, from Michael T. Reuter and Monique E. Reuter, to Thomas E. Hettinger. (Recommend that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- L. Lake Bloomington Lease Transfer Petition for Lot 7 and the west half of Lot 6, of Peoria Pointe from Kenneth C. Browning and Carol W. Browning, to Eric and Kelly Ekstam. (Recommend that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

8. "Regular Agenda"

- A. Approval of 2013 Tax Levy in the amount of \$23,219,066. (Recommend that the 2013 Tax Levy be approved and the Ordinance passed.) (10 minutes)**

- B. Solid Waste Program and Text Amendment to Chapter 21. Refuse. (Recommend that the Text Amendment be approved and the Ordinance passed.) (30 minutes)**
- C. Downtown Bloomington Strategy. (That the Downtown Bloomington Strategy be accepted and the Resolution adopted.) (30 minutes)**
- D. Downtown Hotel Feasibility Study. (Recommend that the Agreement with HVS for a hotel feasibility study in the amount of \$30,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**

9. Mayor's Discussion

10. City Aldermen's Discussion

11. Executive Session – cite section

12. Adjournment

13. Notes



FOR COUNCIL: December 9, 2013

SUBJECT: Council Proceedings of November 25, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of November 25, 2013 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of November 25, 2013 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for November 25, 2013

Motion: _____ Seconded by: _____

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

Mayor Renner believed that this item had become more confusing and had been dragged out by the Council. The Council needed to lead. The Council needed to address specific elements by their December 9, 2013 meeting. Key elements should address the toters and their associated costs and bulk waste. The Council needed to stop delaying and present specific proposals. He directed the Council to provide their feedback to either himself or Mr. Hales by Monday, December 2, 2013.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, informed the Council that Central Illinois Arena Management had scheduled Rock to the Rescue, a fundraiser for Washington, IL. The concert will be held on Wednesday, December 4, 2013 at the US Cellular Coliseum.

He also noted that Saturday, November 30, 2013 would be Small Business Saturday.

MAYOR'S DISCUSSION: Mayor Renner noted that Washington, IL made Time Magazine, (tornado). He addressed the question of weather sirens. The decision to activate appeared to be a fine line. McLean County's policy was to activate during an imminent threat only. He thanked Parks, Recreation & Cultural Arts, Police and Fire Departments' staff who provided assistance to Washington, IL. He noted the common humanity.

Mayor Renner thanked the Council for a productive two (2) day retreat.

He also thanked Alderman Sage for keeping the City Manager's annual performance evaluation on schedule.

He informed the Council that he had visited State Farm's Next Door facility in Chicago's Lincoln Park neighborhood. State Farm employed nine (9) persons at this interesting project.

The Downtown Plan had been provided to the Council. A plan was needed to attract investors.

He addressed future proposed text amendments to the City Code: boards/commissions and liquor. There would be a Public Hearing regarding the proposed text amendment to Chapter 6. Alcoholic Beverages on Tuesday, December 3, 2013 at 4:00 p.m.

As a piece of good news, he cited Bloomington-Normal-opoly, (based upon Monopoly game), which was a fundraiser for the Child Protection Network.

Finally, he cited nerdwallet.com which rated the City fourth. Their criteria were growth in work-age population, growth in income and growth in airport passenger traffic.

ALDERMEN'S DISCUSSION: Alderman Fruin reminded those present of the Turkey Trot which is a family event held at Miller Park on Thanksgiving morning. He wished all a Happy Thanksgiving.

Alderman Lower noted the various Central Illinois towns impacted by the recent severe weather (Washington, Pekin, Roanoke). He questioned what the City could do. He believed that public/private partnerships could be formed to address housing and transportation which would allow the City to invite those impacted to the community. He questioned the City's ability to facilitate same. He commended the first responders from police officers to nurses. He was proud of Central Illinois and its ability to take care of its own.

He believed that the City needed to have a conversation with McLean County regarding siren activation. Changes needed to be made to past practices. No one can control the weather. The City needed to be a part of the discussion.

Alderman Stearns believed that the local radio stations told people to take cover.

She wished all a Happy Thanksgiving. She noted the holiday season. She questioned if the City would have a Christmas tree and a tree lighting ceremony. She noted citizen requests. The City had a long tradition regarding this holiday. Mr. Hales responded that he did not know.

Motion by Alderman McDade, seconded by Alderman Black, that the meeting be adjourned. Time: 8:56 p.m.

Motion carried.

Tracey Covert
City Clerk



FOR COUNCIL: December 9, 2013

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on Wednesday, December 4, 2013 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion:

Motion: _____ Seconded by: _____

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



FOR COUNCIL: December 9, 2013

SUBJECT: Appointment to the Property Maintenance Review Board, Appointments to the Building Board of Review and Reappointment to the Historic Preservation Commission

RECOMMENDATION/MOTION: That the Appointments and Reappointment be approved.

STRATEGIC PLAN LINK: Goal 3. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong partnership with residents.

BACKGROUND: I ask your concurrence in the reappointment of Brad Williams of 613 E. Grove #1, Bloomington 61701 to the Historic Preservation Commission. His four (4) year term will expire April 30, 2017.

I ask your concurrence in the appointment of Mark Fetzer of 1713 Whitmore Ct., Bloomington 61704 to the Property Maintenance Review Board as a Contractor member. His three (3) year term will expire April 30, 2016.

I ask your concurrence in the appointment of Jeffrey Brown of 8743 N. 1550 East Rd., Bloomington 61705 to the Building Board of Review as a Plumber member. His four (4) year term will expire April 30, 2017.

I ask your concurrence in the appointment of Douglas Dodson of 1003 S. Debra Ln., Pontiac 61764 to the Building Board of Review as a Plumber member. His four (4) year term will expire April 30, 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacted all appointments.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Asst.

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Boards & Commissions Rosters

Motion: _____ Seconded by: _____

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

Historic Preservation Commission

12/3/2013 KB

Category	Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Attendance Last 12 Meetings
Historic Preservation Commission	Chair		Carson	Durham	304 S. Mercer	Bloomington	IL	61701	04/30/08		
Historic Preservation Commission			Dan	Greene	15502 Old Colonial Rd	Bloomington	IL	61704	04/30/04		
Historic Preservation Commission			Brad	Williams	613 E. Grove	Bloomington	IL	61701	04/30/09		
Historic Preservation Commission			Julian	Westerhout	816 E Monroe St	Bloomington	IL	61701	04/30/17	10/14/13	
Historic Preservation Commission			John	Elterich	409 E. Grove	Bloomington	IL	61701	04/30/17	10/14/13	
Historic Preservation Commission			Jeffrey	Kennedy	315 E. Chestnut	Bloomington	IL	61701	04/30/17	10/14/13	
Historic Preservation Commission			Sherry	Graehling	1418 E. Grove St	Bloomington	IL	61701	04/30/16	09/10/12	

Historic Preservation Commission	Staff		Mark	Woolard	109 E Olive St	Bloomington	IL	61701			
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Number of Vacancies
0
Number of Applications on file
10
Number of Expired Board Members
3

Notes
4 year terms
7 members
Number Mayor Appoints: 7
Type: Internal
City Code:
Required by code - State or City: No
Meets the 3rd Thurs of each month at 5:00pm - Blm Council Chambers

Building Board of Review

12/3/2013 KB

Category	Staff/Chair	Title	First Name	Last Name	Street	City	Zip	Expiration	Appointment Date	Attendance Last 12 Meetings
Building Board of Review	Plumbing		Vacant							
Building Board of Review	Plumbing		Vacant							
Building Board of Review	HVAC		Jeremy	Dodson	1418 Norma Dr	Bloomington	61704	04/30/17	10/14/2013	
Building Board of Review	(Engineer)		John	Meek	1914 Hackberry Rd	Bloomington	61704	04/30/17	10/14/2013	
Building Board of Review	At-Large		Edwin	Neaves	2907 Breezewood Blvd	Bloomington	61704	04/30/17	10/14/2013	
Building Board of Review	HVAC		Barbara	Page	401 Bronco Dr, Suite A	Bloomington	61704	04/30/17	10/14/2013	
Building Board of Review	Electrical		Michael	Raikes	1520 N Clinton Blvd	Bloomington	61701	04/30/17	10/14/2013	
Building Board of Review	(Design Pro)		Larry	Stevig	2814 Arrowhead Dr	Bloomington	61704	04/30/17	10/14/2013	
Building Board of Review	Electrical		John	Weber	2903 Grandview Dr	Bloomington	61704	04/30/17	10/14/2013	
Building Construction Board	Staff		Mark	Huber	115 E Washington	Bloomington	61701			

Number of Vacancies

2

Number of Applications on file

0

Number of Expired Board Members

0

Notes

4 year terms

9 members

Number Mayor Appoints: 9

Type: Internal (low activity)

City Code:

Required by code - State or City: No

Meets as needed, meeting notice will be given 48+ hours in advance - Blm City Hall Council Chambers

Property Maintenance Review Board

12/3/2013 KB

Category	Staff/Chair	Title	First Name	Last Name	Street	City	Zip	Expiration	Attendance Last 12 Meetings
Property Maintenance Review Board	Contractor		VACANT						
Property Maintenance Review Board	Tenant		VACANT						
Property Maintenance Review Board	Large Landlord		John	Capodice	2827 Capodice Rd	Bloomington	61704	4/30/14	
Property Maintenance Review Board	Citizen At Large		Julie	Morgan	705 Ohara	Bloomington	61701	4/30/14	
Property Maintenance Review Board	Small Landlord		Valerie	Dumser	809 W Washington St	Bloomington	61701	4/30/14	
Property Maintenance Review Board	Contractor		Brent	Moore	1006 Park St	Bloomington	61701	4/30/15	
Property Maintenance Review Board	Tenant		Mark	Williams	602 Bradley Dr	Bloomington	61704	4/30/16	

Property Maintenance Review Board	Staff		Sharon	Walker	109 E Olive St	Bloomington	61701		
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Number of Vacancies
2
Number of Applications on file
6
Number of Expired Board Members
0

Notes
3 year terms 7 members Number Mayor Appoints: 7 Type: Internal City Code: Required by code - State or City: No Meets quarterly as needed, 4th Thurs of Jan, Apr, July, Oct at 3:00pm - Council Chambers. Occasionally there might be more than four meetings per year.



FOR COUNCIL: December 9, 2013

SUBJECT: Council Meeting Dates for Calendar Year 2014

RECOMMENDATION/MOTION: That the Council Meeting dates be approved with the exception that the second meeting in December be held on December 15, 2014.

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 Open Meeting Act, (OMA) requires that public notice be given of the regular schedule of meetings at the beginning of the calendar or fiscal year. The City has a history of preparing this list on the calendar year basis. City staff is currently in the process of preparing the Annual List of Meetings.

The Council's second meeting in December would fall on Monday, December 22, 2014, (the City's Christmas holidays will be Wednesday and Thursday, December 24 and 25, 2014). It is recommended that this meeting be moved to December 15, 2014. The OMA allows for a change to a single regular meeting date.

The Committee of the Whole meets on the third Monday of each. The exception would be that the Committee would not meet in December 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Attachment: Attachment 1. Proposed Annual List of Meeting for the City Council

Motion: _____ Seconded by: _____

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

Council Meeting Date

(Second and Fourth Mondays of each month. 7:00 p.m. Prevailing Time)

January 13, 2014

January 27, 2014

February 10, 2014

February 24, 2014

March 10, 2014

March 24, 2014

April 14, 2014

April 28, 2014

May 12, 2014

May 27, 2014 (Tuesday)

June 9, 2014

June 23, 2014

July 14, 2014

July 28, 2014

August 11, 2014

August 25, 2014

September 8, 2014

September 22, 2014

October 13, 2014

October 27, 2014

November 10, 2014

November 24, 2014

December 8, 2014

December 15, 2014 (Monday)

Committee of the Whole Meeting Date

(Third Mondays of each month. 5:30 p.m. Prevailing Time)

January 21, 2014 (Tuesday)

February 17, 2014

March 17, 2014

April 21, 2014

May 19, 2014

June 16, 2014

July 21, 2014

August 18, 2014

September 15, 2014

October 20, 2014

November 17, 2014



FOR COUNCIL: December 9, 2013

SUBJECT: Ratification of Collective Bargaining Agreement (Contract) with Police Benevolent Labor Committee Telecommunicators for the Period of May 1, 2011 through April 30, 2014.

RECOMMENDATION/MOTION: That the Contract be ratified.

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 and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On November 16, 2012 the parties began negotiating the terms for a collective bargaining agreement to replace the contract that expired on April 30, 2011. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new contract is attached. On October 25, 2013 the parties reached Tentative Agreements on the issues listed below. On November 15, 2013 the Union ratified all Tentative Agreements.

Shift Assignment

- Ability for the City to reserve a shift, not specific days off, for probationary employees in order to train them.
- Ability to bid on shift slots when a vacancy occurs. This is limited to two (2) consecutive vacancies.

Shift Trading

- Clarified that for the purpose of calculating wages and overtime payments both employees involved in a shift trade will be paid as if they worked their originally scheduled shifts.
- Employees who commit to a shift trade will be responsible for working the shift and may be disciplined for failing to work their half of the shift trade.
- Employees are not eligible to use benefit time, other than sick leave, to cover a shift trade.

Sick Leave

- Employees suspected of Sick Leave Abuse may be required as a condition of continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed.
- Updated Sick Leave Abuse language.
- Eliminate Rapid Accrual of Sick Leave for employees hired after May 1, 2012.

- Eliminate Sick Leave Buy Back for employees hired after contract ratification date.

Scheduled Leave Days

- Defined a slot as any and all hours filled through the overtime procedure defined in Section 9.3 Overtime.
- Scheduled or unscheduled sick leave will not count towards the two (2) slots available for the use of scheduled leave days.
- All scheduled leave days must be taken in no less than one (1) hour increments.
- Scheduled leave days approved cannot be revoked.
- Scheduled leave day requests will not be processed until after the vacation bid process is completed.

Tuition Reimbursement

- Requirement that classes are taken at an accredited college or university.
- Requirement that a TCM must have completed three (3) years of service in order to be eligible for Tuition Reimbursement.
- Requirement that the TCM execute a promissory note in the event they leave the department within one (1) year of reimbursement.

Subcontract Language

- Right to contract out any work the City deems necessary in the interest of efficiency, economy, improved work product or emergency.
- Ability to implement the decision prior to the conclusion of impact or effects bargaining.

Overtime

- Updated Overtime hold over/force-in language.

Wages

- May 1, 2011 wage increased by 2%.
- May 1, 2012 wage increased by 2%.
- May 1, 2013 wage increased by 2%.
- \$500 Signing Bonus for those on payroll at time of ratification.
- Increased Seasonal Pay to the base wage of a full-time (FT) TCM.
- FT employees on payroll at time of contract ratification will receive retroactive pay to May 1, 2011.
- Seasonal employees on payroll at time of contract ratification will receive retroactive pay back to May 1, 2013.

Other

- Clarified seasonal employees are not eligible for overtime after eight (8) hours in a day.
- Clarified the proper form for grievances and timeline for filing grievances.
- Cleaned up Vacation bid language.
- Updated Personal Convenience Leave in accordance with the Scheduled Leave language.
- Updated Court Days in accordance with Scheduled Leave language.
- Updated Floating Days off in accordance with the Scheduled Leave language.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and Telecommunicators Union.

FINANCIAL IMPACT: The financial impact of the Tentative Agreements includes:

- Increase in wage tables by 2% effective May 1, 2011 (with retro). Increase in wage tables by 2% effective May 1, 2012 (with retro). Increase in wage tables by 2% effective May 1, 2013 (with retro). Estimated cost of these increases on base pay, during the term of the contract, is \$70,000.
- Elimination of Sick Leave Buy Back for new hires at retirement.
- Elimination of ability to accrue additional sick leave benefits upon exhaustion of sick leave.
- Eliminating scheduled or unscheduled sick leave from available slots has the potential to increase overtime.
- \$500 Signing Bonus for bargaining unit employees on payroll at time of ratification. Estimated at eighteen (18) employees for a cost of \$9,000.
- Estimated increase for seasonal TCM employees being paid at the base rate of a full-time TCM is \$2.05 per hour effective on the May 1, 2013 wage table. The estimated cost of affecting these increases through retro pay back to May 1, 2013 is \$1,423.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Emily Bell, Director of Human Resources
Darren Wolf, Communication Center Manager
Brendan Heffner, Chief of Police

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

Legal review by: Lisa Callaway, Clark Baird Smith, LLP
George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

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

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
TELECOMMUNICATORS
POLICE BENEVOLENT LABOR COMMITTEE**

MAY 1, 200811 – APRIL 30, 201114

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GLOSSARY

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chief's absence

City Manager includes the appropriate designee in the Manager's absence

Human Resources Director includes the appropriate designee in the Director's absence

Day Monday through Friday inclusive

His/He/Him includes both male and female telecommunicator

TCM refers to a telecommunicator

President includes the appropriate designee in the President's absence

AGREEMENT

This Agreement made and entered into this 1st day of May, 200811 by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT LABOR COMMITTEE (hereinafter referred to as the "Union"):

WITNESSETH:

Whereas the Union was certified as the sole and exclusive bargaining agent by the Illinois Public Labor Relations Board in case number S-RC-08-006 on May 1, 2008.

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

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitutions and laws of the State of Illinois, and Ordinances of the City of Bloomington,

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time, part-time and seasonal telecommunicators employed by the City's Police Department, excluding any and all other employees employed by the Police Department and the City of Bloomington. The City is not prohibited from hiring temporary and/or seasonal help. Such recognition is pursuant to Case No. S-RC-08-006.

Section 1.2. New Classifications.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay rate for the classification.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization the City will deduct from the pay of a TCM covered by this Agreement the monthly dues and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. Such deduction shall be remitted to the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by the Police Benevolent Labor Committee.

I authorize and direct you to deduct said membership dues from my paychecks each month after the date this assignment is delivered to you and to remit same to the Union.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time.

Date

Name

Section 2.2. Fair Share Deductions.

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction 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 from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Section 2.3. Religious Exemption.

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious

body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis make payment and furnish a written receipt to the Union that such payment has been made. The Union will notify the City in writing that no union dues or fair share should be deducted from the employee's payroll.

Section 2.4. Indemnification.

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

Section 2.5 Union Activity.

The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership and Union activity or non-activity.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) days after the occurrence of the event giving rise to the

grievance or within ten (10) days after the TCM through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered “waived”. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step.

Section 3.2. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more TCM against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any TCM who has a grievance shall submit it in writing on the City of Bloomington grievance form to his Supervisor, who is designated for this purpose by the City. The Supervisor shall give his written answer within five (5) business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the TCM wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police within five (5) business days after the designated Supervisor’s answer in Step 1 and shall be signed by both the TCM and Union President. The Chief of Police shall discuss the grievance within five (5) business days with the Union President at a time mutually

agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City's written answer to the Union President within five (5) business days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union President in writing to the Human Resources Director within five (5) business days after the Chief of Police's answer in Step 2. A meeting between the Human Resources Director, the Chief of Police and the Union President shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the Union President. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union President within five (5) business days following the meeting.

Section 3.3. Arbitration.

If the grievance is not settled in accordance with the foregoing, procedure, the Union may refer the grievance to arbitration within five (5) days after receipt of the City's answer in Step 3. Within twenty (20) days the parties shall file with the Illinois State Labor Relations Board a request to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the arbitration, subject to the availability of the City and Union representatives.

Section 3.4. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider

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

Section 3.5. Expenses of Arbitration.

The fee and expenses of the arbitrator including the cost associated with requesting a list of arbitrators, and the cost of a written transcript shall be divided equally between the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

Section 3.6. Employee Rights.

Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union; provided the Union is afforded the opportunity to be present at such conferences and any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Union. Nothing herein shall be construed to limit the Union's right to

exercise its discretion to refuse to process employee's grievances which it believes not to be meritorious.

Section 3.7. Meeting Between the Parties.

On a quarterly basis the TCM Labor Committee may request a meeting with Police Administration to exchange views and discuss matters of mutual concern. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth herein. Meeting will be held at a mutually agreeable time and no overtime will be paid for such meeting.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

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

Section 4.2. No Lockout.

The City will not lock out any TCM during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 DRUG AND ALCOHOL TESTING

Section 5.1. Alcohol and/or Illegal Drug Policy.

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs

and alcohol. The City has the right to expect their TCMs to report for work fit and able for duty. TCM's are prohibited from:

- (a) consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the TCM's personal vehicle while working;
- (b) possessing selling, purchasing consuming or delivering any illegal drug at any time;
- (c) being under the influence of alcohol or having a concentration of alcohol greater than .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) consuming or possessing illegal drugs at any time, on or off duty.

Section 5.2. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that a TCM is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the TCM to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must certify their reasonable suspicions concerning the affected TCM prior to any order to submit to the testing authorized herein.

Department Wide Testing – The City may at its discretion submit the entire bargaining unit to an annual drug test. Should the City exercise such “department wide testing” under this section, every TCM shall be required to submit to drug testing once per calendar year. A TCM may be excused by the Chief of Police from participating in the annual drug test

administered to his or her work group, but said TCM shall be required to make up any missed test at the discretion of the Chief of Police. No TCM who tests negative shall, pursuant to this section, be tested more than once in a calendar year, or be subject to a subsequent annual test unless every other bargaining unit member who is available for duty has already been tested.

Section 5.3. Order to Submit to Testing.

At the time a TCM is ordered to submit to testing authorized by this Agreement, the City shall provide the TCM with a written notice of the order. Refusal to submit to such testing may subject the TCM to discipline up to and including termination. If a TCM is required to submit to testing outside his regularly scheduled hours of work he shall be compensated.

Section 5.4. Voluntary Requests for Assistance.

The City shall take no adverse employment action against a TCM who, prior to any notification of drug or alcohol testing, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the TCM if he is then unfit for duty in his current assignment. If no assignment is available, the TCM would be required to use appropriate leave time.

Section 5.5. Discipline.

TCMs who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City by reason of seeking such assistance. TCMs ordered to submit to drug or alcohol testing who test positive on both

the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including termination.

The foregoing shall not be construed as an obligation on the part of the City to retain a TCM on active status throughout the period of rehabilitation if it is appropriately determined that the TCM's current use of alcohol or drugs prevents such individual from performing the duties of a TCM or whose continuance on active status would constitute a direct threat to the property or safety of others. Such TCMs shall be afforded the opportunity to use accumulated paid leave. When a TCM voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed upon such TCM shall not be increased or imposed solely due to the TCM's submission to such treatment.

Section 5.6. Positive Results.

Concentration of a drug at or above the levels established by SAMHSA shall be considered a positive test result when using the initial immunoassay drug screening test. The parties recognize that such "cut off" levels change from time to time. It is in the interest of the parties to adapt and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA.

ARTICLE 6 EMPLOYEE RESPONSIBILITY

Section 6.1. Prescription Drug Usage.

TCMs who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the TCM's ability to perform his duties must report such usage to their supervisor. A TCM may be temporarily reassigned with pay to other more suitable duties. In no

instance shall the employee be required to discontinue medication prescribed by his/her physician.

ARTICLE 7 DISCIPLINE

Section 7.1. Standards of Discipline.

(a) All disciplinary action against employees covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, discipline guidelines or State laws.

(b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the TCM's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as good cause for his no longer holding the position. No non-probationary employee shall be disciplined without just cause.

Section 7.2. Felony Indictment.

When a TCM is arrested for or charged with a criminal offense, the employee will be immediately placed on administrative leave with pay unless the TCM has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a TCM is formally charged with a felony and such charge results in anything other than a finding of guilty, the City shall make the TCM whole for any regular wages, accrued benefits and seniority forfeited between the time the TCM was placed on administrative leave without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance.

The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or continued after a plenary hearing at which the TCM had the opportunity to appear, the TCM will be carried on administrative leave without pay, (1) pending resolution of the criminal charge or (2) a determination by the City that, because of the nature of the charges, the TCM may be returned to full or restricted duty during the pendency of the charges.

Time on such administrative leave without pay shall not be considered discipline, but the City shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

ARTICLE 8 HOURS OF WORK.

Section 8.1. Application of this Article.

This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 8.2. Regular Workday and Workweek.

The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period. TCM's will receive two (2) consecutive days off work. The regular workweek shall be forty (40) hours per week and such additional time that maybe required in the judgment of the City to serve the citizens of the City and shall commence with the TCM's first regular workday commencing on or after Sunday of each week. TCMs transitioning shifts may not have two (2) consecutive days off work.

Section 8.3 Breaks.

TCMs will be eligible for a paid thirty (30) minute meal break.

TCMs will be allowed to take two (2) paid work breaks of fifteen (15) minutes during the duration of their day. Breaks are not guaranteed, cannot be combined, nor can they be carried over from one day to the next. If a TCM is unable to take their breaks no additional compensation shall be paid.

Meal or work breaks may not be taken within the first or last ½ hour of each shift, nor can they be combined. TCMs shall be allowed to leave their work station during breaks so long as the TCM is available for emergency callback. With prior approval from Communications Management Staff, TCM's may leave the Police Department and City Hall Campus area for emergency or extenuating circumstances.

Section 8.4. Shift Assignment.

TCMs shall bid shifts by seniority as defined in Article 13 SENIORITY. Probationary TCM's are freely assignable during their probationary period. The seniority shift bid shall occur prior to assignment of probationary TCMs. The City may reserve a shift for probationary TCMs.

but may not reserve specific scheduled days off. The shift schedules shall be determined by the City and posted prior to ~~or on May 1st and~~ November 1st each year. New shifts will be effective the first Sunday in January ~~and the first Sunday in July.~~ TCM's will have 24 hours to bid shifts before moving to the next senior TCM.

In the event of a vacancy in any shift during the scheduling period, TCMs may bid for the vacant shift slot, including the specific days off on the schedule, on the basis of seniority as defined in Article 13 Seniority. If the resulting personnel move creates an additional vacancy, TCMs may bid for the second vacancy on the basis of seniority as defined in Article 13 Seniority. No further personnel moves shall be allowed following the second filled vacancy.

Section 8.5. No Pyramiding.

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

Section 8.6. Shift Trading.

Pursuant to Section 7(p)(3) of the FLSA, Telecommunicators covered by this Agreement will be allowed to trade days off as long as there is no overtime liability to the City and there is a mutual consent between ~~I~~telecommunicators. ~~–~~Telecommunicators desiring to make a trade shall submit a ~~Request To~~ Shift Trade Notification Form to the Communication Center Manager in advance of the first date to be traded. The ~~request~~ form must specify the dates to be traded and must either be signed by both telecommunicators or signed by one of the

telecommunicators and confirmed by e-mail by the other with a copy of the e-mail confirmation attached to the Form when submitted. Once the completed Form has been ~~approved, received,~~ the schedule will be considered changed and the employees will be considered responsible for the days they committed to work. For the purpose of calculating wages and overtime payments under this contract and under FLSA, both employees will be paid as if they worked their originally scheduled shifts. Because of the nature of the services provided by Telecommunicators, the City must ensure adequate coverage at all times. Therefore, any employee who commits to a shift trade will be responsible for working the shift and may be disciplined for failing to work his or her half of the shift trade. Employees may not use any form of benefit time, other than sick leave, to cover a shift trade.

ARTICLE 9 WAGES

Section 9.1. Wages.

~~Telecommuciators will receive only their pay for performance increase for FY 08/09. Telecommunicators have agreed to a zero percent increase for FY 09/10.~~ Telecommunicators will receive a 2% across the board increase on May 1, 201011, May 1, 2012 and May 1, 2013. Telecommunicators currently on payroll shall be paid in accordance with Appendix A.

Upon ratification and execution of this Agreement, all full time and seasonal telecommunicators ~~Telecommunicators~~ who remain employed as of the date of ratification shall receive a signing bonus of \$500.00, issued on next regularly scheduled pay day following ~~execution, the~~ signing of this Agreement.

Section 9.2. Longevity.

Employees shall be entitled to longevity at the following rates:

<u>Years of Service</u>	<u>%</u>
5 Years	5%
10 Years	7%
15 Years	9%
20 Years	11%

Longevity increases will be calculated as an increase on the new hire base wage, at the rate listed above, effective on the employee's full-time anniversary date. Seasonal employees are not eligible for longevity pay.

Section 9.3. Overtime.

(a) The term "authorized overtime" shall be defined as any hours paid to a TCM in excess of eight (8) hours per day or forty (40) hours per week where the TCM is assigned or directed to perform such work by a supervisor.

(b) All authorized overtime worked by a TCM shall be paid at one and one-half (1½) times his straight time hourly rate for each overtime hour worked.

(c) The maximum amount of overtime a TCM may work is capped at 16 hours in a 24 hour period or 24 hours of overtime in a work week. This time is tracked from the start of the TCM's regularly scheduled shift. Overtime caps may be waived for emergency responses by the Chief of Police.

(d) The Overtime Procedure is as follows:

1. A list of work hours from staffing shortages, approved leave time, ~~etc etc.~~ will be compiled as of the 20th of the month.
2. Between the 20th through the 22nd of the month, the list will be distributed to all full-time employees. Each full time employee may select four (4) hours of overtime by seniority.
3. After the 22nd of the month the remaining list will be made available to all seasonal employees. Each seasonal employee may select hours, subject to the guidelines set forth in Article 1, Seasonal Employees.
4. Any hours that have not been filled as well as any hours that become available for work after the 25th of the month, will be posted in the Communications Center. Full-time and Seasonal TCMs may sign up for these work hours on a "first-come, first-serve" basis.
5. Any hours from the posted list that have not been filled ~~within at least~~ 72 hours (3 days) prior to the start of the shift, will be filled utilizing the force-in, force-over method described in ~~6dc.~~ below.
6. In the event of a sick call or other short-notice opening (less than 72 hours or 3-day notice), the procedure is as follows:

- a. Inquire with on-duty TCMs to obtain volunteer (sick call or other short notice opening)
- ~~b. Call full-time TCM's by seniority from the voluntary call list (sick call or other short notice opening)~~
- ~~c. Call seasonal TCM's from the voluntary call list (sick call or other short notice opening)~~
- b. If there are no on-duty volunteers, a group text/email will be sent to all TCMs who have elected to be on the voluntary call list. The group text/email will include the hours available and request a "reply-all" within 15 minutes of the message being sent if someone wishes to volunteer for the open shift. The opening will be filled on a "first-come, first-serve" basis. TCMs who wish to be notified by text/email are responsible for notifying the supervisor in writing of any changes to their contact information.
- ~~d.c.~~ If there is no volunteer for the shift ~~the least senior a~~ employee-TCM of working the preceding shift will be held over for the first four hours of the open shift and ~~the least senior on an~~ employee-TCM assigned to the subsequent shift shall be forced in for the last four hours of the open shift, subject to the following:

- i. The least senior TCM (on duty or due to report for duty) with the fewest credits shall be held over or forced in to cover the shift as described as follows: in.
~~xxx.~~

~~When force-ins or hold-overs are necessary, the following procedure will be followed:~~

~~TCMs in the lowest of the following categories shall be subject to a force in/hold-over (a. being the lowest category):~~

- ~~a. TCMs working ten (10) hours or less consecutive hours, including trades.~~
- ~~b. TCMs whose next scheduled shift begins eight hours or less following the force in, or whose prior scheduled shift ends eight hours or less before the force in.~~
- ~~c. TCMs working more than ten (10) consecutive hours including trades.~~
- ~~d. TCMs who have scheduled benefit leave time for the shift preceding or shift following the force in/hold-over.~~
- ~~e. TCMs working overtime or a shift trade on their regular day off.~~

~~TCMs who qualify for more than one category shall be considered as the highest possible category they qualify for~~

~~If more than one TCM qualifies for the lowest category, the least senior TCM (on duty or due to report for duty) with the fewest "credits" shall be held over or forced in to cover the opening.~~

~~Force ins/hold overs done in error will not be subject to the Grievance Procedure of the Collective Bargaining Agreement.~~

- ii. Full-time TCM's shall receive "credit" for being held over or forced in. One (1) to four (4) hours worked for a hold-over/force in equals one credit. More than five hours worked as a hold-over/force in equals two (2) credits.
- ~~iii. When openings exist, the least senior TCM (on-duty or due to report for duty) with the fewest "credit" shall be held over or forced in to cover the opening.~~
- ~~iv.iii.~~ The mandatory overtime "credit" list will be posted in the Communications Center at all times.
- ~~v.iv.~~ Efforts will be made to limit ~~TCMs held over or force~~sd in-to four (4) hours ~~s~~ blocks.
- ~~vi.v.~~ Full-time and Seasonal TCMs may choose to be listed included in the group text/email procedure described in 6b, above ~~on the voluntary call list described above.~~
- This is a yes or no decision that will be made to coincide with Shift Assignment (68.4).

~~vii.vi.~~ In the event of an emergency or other exigent circumstances, the City retains the right to forego the Voluntary Call list group text/email procedure described in 6b, above and call all **T**elecommunicators.

~~viii.~~ In the event that a TCM has a vacation week scheduled they shall be excluded from the force over on their last scheduled work day or in early on their first scheduled work day back unless no other options exist.

5.7. If a TCM signs up for overtime shift and is unable to work the shift, it is the TCM's responsibility to find a qualified replacement. If a qualified replacement is located, both parties need to notify the scheduler of the change to the schedule prior to the hours in question. If the reason for unavailability is illness or emergency, this requirement will be waived. This section is not intended to be used to circumvent the normal monthly scheduling procedures.

ARTICLE 10 LEAVES

Section 10.1. Vacation Leave.

Vacation leave is accrued upon the occasion of a TCM's anniversary date according to the following schedule:

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

Prior to or on ~~May 1st~~ ~~and November 1st~~ January 1st each year TCMs may bid vacation by seniority. TCMs must bid at least one week and no more than two consecutive weeks for the following calendar year in the first round of vacation bidding. A second round of vacation bidding will allow

~~the TCMs to bid between (1) one and (10) consecutive work days.~~

TCMs will have 24 hours to bid vacation before moving to the next senior TCM. A vacation week will begin on the first day of the TCMs scheduled workday and shall continue for five (5) consecutive days.

~~All other vacation days shall be selected on a first come basis. Vacation cannot be scheduled more than six (6) months in advance.~~ All vacation hours for bid must be available to the employee at the time it is taken.

Fifty percent (50%) of accumulated unused, vacation from the current anniversary year may be carried over to the next anniversary year.

Section 10.2. Personal Convenience Days Leave.

Each TCM shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 – April 30). ~~Such Personal Convenience Leave may be taken in 30 minute increments at the convenience of the TCM subject to the discretion of the Department Head.~~ Personal Convenience Leave may not be accumulated from one fiscal year to another. All Personal Convenience Leave shall be scheduled in accordance with Section 10.11 Scheduled Leave Days.

Section 10.3. Court Days.

All telecommunicators in a full-time status prior to December 1, 2010 are granted twenty-four (24) hours of paid “court days” per calendar year. These days are to be used for paid leave purposes only and are not subject to overtime or carryover. All Court Days shall be scheduled in accordance with Section 10.11 Scheduled Leave Days ~~the single day vacation scheduling provisions of this Agreement. Court time may be used in thirty~~

~~(30) minute increments.~~ Once a full-time telecommunicator who is eligible for Court Days transfers to any position and/or to a part-time or seasonal position they will no longer be eligible for Court Days, even if they would return to a full-time telecommunicator position in the future.

Section 10.4. Floating Days Off.

Effective May 1, 2011, all full time telecommunicators covered by this Agreement shall be given six (6) paid floating days off each fiscal year of this Agreement. ~~All floating days off shall be scheduled in accordance with the single-day vacation scheduling provisions of this Agreement.~~ In the event a telecommunicator does not use all their floating days off by the end of the fiscal year, they shall be paid their appropriate hourly rate of pay for all unused hours. This time will be paid in May for the previous fiscal year.

All Floating Days Off shall be scheduled in accordance with Section 10.11 Schedule Leave Days.

Section 10.5. Sick Leave.

Sick Leave Accrual. TCMs will accrue sick leave at a rate of twenty (20) hours each month of completed service for the first nine (9) months of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of 960 hours which will be paid at full pay during the time of illness.

Sick Leave Usage. Sick leave is intended for the TCM's illnesses or injuries. TCMs may also use sick leave for doctor visits and illnesses within the TCM's immediate family (defined as spouse, child, step child). It is expected that a TCM utilizing sick leave will be at their residence during

their hours of work unless they are seeking medical treatment or obtaining medication related to the illness.

TCMs calling in sick should contact the Shift Commander as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member. In addition, a message should be left on the Communications Center Coordinator's voicemail indicating their need for sick leave.

Absence of Three Days or More. When an employee has used sick for themselves or a qualifying family member for a period of three (3) full consecutive scheduled workdays or longer, excluding regularly scheduled days off, it will be that employee's responsibility, prior to his first day returning to work, to provide a signed return to work release from the healthcare provider. Verification may be requested for other sick leave absences as well, and may be required as a condition of continued employment.

Rapid Accrual. ~~Whenever a telecommunicator~~ TCM's hired before May 1, 2012 with at least 160 hours of sick leave uses 160 hours of sick time or more by reason of one serious health condition, defined as an illness, pregnancy, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, and depletes all but eighty (80) hours of sick leave by reason of such serious health condition, the telecommunicator upon return to full-time work shall accrue sick leave at the rate of twenty (20) hours per month, less any time used during accrual, until his sick leave returns to the level maintained before the serious health condition.

Sick Leave Abuse. Abuse of paid leave is prohibited. Employees who are suspected of abuse of sick leave may be required, as a condition of continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays ~~without a physician's statement~~
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week
3. repeated use of sick leave benefits as they are earned, ~~without a physician's statement~~
4. use of more sick leave than accrued in any twelve (12) month period, ~~without a physician's statement~~
5. using sick leave and being seen engaged in activities which indicate ability to work
6. circumstances deemed inappropriate by the employee's supervisor

Concerns regarding sick leave abuse will be addressed with the TCM. ~~If a TCM (or their immediate family member) is experiencing an ongoing medical situation they may provide information from their doctor detailing their need for sick leave. If a TCM cannot provide or elects not to provide information, progressive discipline will be administered. In situations of suspected sick leave abuse, TCMs may be required to provide medical verification of absences for any future sick leave occurrences for a period of six (6) months.~~

Sick Maximum/RHS TCMs who reach the 960 hour maximum will be eligible for up to four (4) hours of the previous month's accrued but unused

hours of sick time to be placed in the Retirement Health Savings account at the employee's month ending hourly rate.

Sick Leave Buy Back TCMs hired before X (ratification date) who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service). shall be eligible for sick leave buyback.

The eligible conversion is up to a maximum of 960 hours of accumulated unused sick leave at the TCM's final hourly rate.

Section 10.6. Bereavement Leave.

The City may grant TCMs paid time off from work in the event of the death of someone close to them, including family members and longtime friends. The amount of time off will depend upon the circumstances and the personal needs of the TCM and is at the discretion of the department head.

If leave is required beyond the initial authorization by the department head, approval must be obtained for the additional leave. The TCM may be required to use available vacation or personal time.

Section 10.7. Jury Duty.

Upon submission of official notification from the Jury Commission, a TCM called to jury duty shall be released as provided in this Section. If the jury duty occurs during the TCM's shift, the TCM shall be released without loss of pay; if the jury duty occurs on the same day as a TCM's duty day, but not on his shift, the TCM shall be given release time with full pay in an amount equal to the length of jury duty but not to exceed eight (8) hours. A

TCM released under this Section shall pay the City all amounts received for jury duty for the period of time the TCM is released.

Section 10.8. Leave Without Pay.

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year.

Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

(a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.

(b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Police Chief. If leave was for a medical condition a medical release must be provided to Human Resources.

If the leave is granted by the City Manager for the purpose of seeking employment elsewhere, the employee shall suffer the loss of his/her seniority for the period the leave is granted. However, if the leave is granted for a medical reason, the employee shall not lose his/her seniority for the period of leave.

Section 10.9. Negotiation Release Time.

Two (2) members of the Union's bargaining team will be released from duty and carried on paid time during bargaining sessions. Members so released shall be carried with pay for the length of the actual bargaining sessions, or the number of hours they are scheduled to work, whichever is less. No more than one member from any shift may be released. Members shall be carried time for time on their scheduled duty days. Participation in bargaining on non-duty days will not be compensated.

Section 10.10. Survivor's Benefit.

The City agrees that upon the death of a TCM, the TCM's estate shall receive full financial compensation for all unused and accrued leave time as agreed to in each section of this contract. The value of said time will be calculated at the deceased TCM's hourly rate of pay and multiplied by the amount of unused time as defined in this section.

Section 10.11. Scheduled Leave Days.

There shall be two (2) slots per day for the use of scheduled leave days. A slot is defined as any and all hours filled through the overtime procedure defined in Section 9.3 Overtime. A TCM may use vacation, floating holidays, court days exchange and personal convenience leave days as scheduled leave. Scheduled sick leave or non-scheduled sick leave will not count toward the one two (2) slots per day available that would require the payment of overtime.

All other vacation days, court exchange days, floating holidays and personal convenience leave shall be selected on a first come basis. All leave time scheduled in this manner must be requested at least three

(3) days in advance of the desired day off. Scheduled leave days cannot be requested more than (6) six months in advance. All single vacation days, court days exchange, floating holidays and personal convenience ~~days~~ leave requests must be available to the employee at the time it is scheduled. taken and shall be taken in a minimum of one (1) hour increments. Once a leave day is approved it will not be cancelled or revoked by the City. Scheduled leave days requested for the following calendar year will not be processed until after the vacation bid processed is completed.

ARTICLE 11 BENEFITS

Section 11.1. Uniforms and Clothing.

The City agrees to furnish full-time TCMs with eight (8) long-sleeved or short sleeved polo shirts. The City agrees to furnish seasonal TCMs with three (3) long-sleeved or short sleeved polo shirts. ~~In addition, the existing supply of pants, sweaters and jackets will be redistributed to those who have not received uniform allotments or to existing staff on a worn out basis. No new items, other than the polo shirts will be ordered.~~ Polo shirts will be replaced on a worn out basis. TCM's will dress in a business casual manner.

Section 11.2. Parking.

The City shall provide limited access to the parking garage for all bargaining unit employees. Access will be available on weekends and after 2:00 p.m. Monday through Friday as long as this lot is available for employee parking.

Section 11.3. Group Health Insurance.

The City shall allow all full time telecommunicators covered by this Agreement to enroll in one of the components of the City of Bloomington Employee Group Health Benefit Plans. Employees covered under this agreement will continue to participate in the 250 Health Insurance Plan and HMO plan until December 31, 2011. Effective January 1, 2012 the employees will be eligible to elect from a PPO \$400 Wellness Plan or a HMO Wellness Plan.

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

- (a) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for single, employee-plus one and family coverage. (Example of Family Coverage Formula: Full family coverage premium X 75% equals the City share; full family coverage premium X 25% equals the employee's share)
- (b) The City will offer a group dental insurance plan to all full time employees. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent care coverage.
- (c) The City will offer a group vision insurance plan to all full time employees. The City agrees to pay fifty percent of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.
- (d) In any year in which the total amount of medical benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington health insurance plan or plans.
- (e) In any year in which the total amount of dental benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington dental insurance plan.

- (f) In any year in which the total amount of vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington dental insurance plan.

The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Group Health Care Plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.

Section 11.4. Tuition Reimbursement.

~~The City will reimburse a full time telecommunicator for the cost of tuition, fees and any required books for a college course under the following conditions:—~~

- ~~1. The telecommunicator notifies the supervisor prior to registration of his/her intent to claim tuition reimbursement for the course.~~
- ~~2. The course is required or part of a required sequence leading to a degree in an appropriate field of study, or certificate course in an appropriate field of study, or is determined by the department head in his or her discretion to be of benefit to the Department.—~~

~~For purposes of this subsection, “part of a required sequence” refers to the specific related courses which are required for completion of the curriculum in the telecommunicators field of study; including “core” or general electives required by the institution for the award of a Bachelor’s degree unless it otherwise qualifies for reimbursement under this subsection.~~

- ~~3. Reimbursement to employees will not exceed the per hour cost of Illinois State University and annually telecommunicators will not be eligible for tuition reimbursement beyond the IRS threshold for non-~~

~~taxable reimbursement. The IRS reimbursement will be based on a calendar year.~~

~~At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the telecommunicator for tuition, fees and required books according to the following schedule:~~

~~100% for a grade of A
100% for a grade of B
75% for a grade of C
(includes pass in a pass/fail option)~~

~~The amount reimbursed to the telecommunicator will be less any amount received for scholarships, military, financial aid grants, etc. Telecommunicators are required to disclose this information at the time their bills and grades are submitted. Monies received from what is commonly referred to as the "G.I. Bill" will not be considered when calculating the reimbursement.~~

~~Any telecommunicator who leaves the department within one (1) year of receiving reimbursement will refund to the City the amount reimbursed for the previous twelve (12) months. This sum may be withheld from the final paycheck.~~

~~The total tuition reimbursement money applicable for all telecommunicators shall not exceed \$30,000 in a fiscal year. In the event that requests for reimbursement exceed the total amount allotted, then reimbursement shall be divided to each applicant on a pro rata share per each employee, per semester of study.~~

The City will reimburse a full-time telecommunicator for the cost of tuition, fees and any required books for a college course at an accredited college or university which constitute part of a degree program, under the following conditions:

1. The telecommunicator makes a request in writing to the Department Head and Human Resources prior to registration of his/her intent to claim tuition reimbursement for the course and the Department Head and Human Resources approves the request in writing.
2. The telecommunicator must have completed three (3) years of service to be eligible.
3. The course is required or part of a required sequence leading to a degree in an appropriate field of study, or certificate course in an appropriate field of study, or is determined by the department head in his or her discretion to be of benefit to the Department.

For purposes of this subsection, "part of a required sequence" refers to the specific related courses which are required for completion of the curriculum in the telecommunicator's field of study; including "core" or general electives required by the institution for the award of a Bachelor's degree unless it otherwise qualifies for reimbursement under this subsection.

4. Reimbursement to employees will not exceed the per hour cost of undergraduate tuition and fees at Illinois State University and annually a Telecommunicator- receiving this benefit will not be eligible for tuition reimbursement beyond the IRS threshold for non-taxable reimbursement. The IRS reimbursement will be based on a calendar year.

At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the eligible Telecommunicator for tuition, fees and required books according to the following schedule and the limits detailed above:

<u>_____</u>	<u>100% for a grade of B or better</u>
<u>_____</u>	<u>75% for a grade of C</u>
<u>_____</u>	<u>(includes pass in a pass/fail option)</u>
<u>_____</u>	<u>0% for a grade below C</u>

Proof of course completion and grade attained must be presented before reimbursement will be made.

The amount reimbursed to the Telecommunicator will be less any amount received for scholarships, military, financial aid grants, etc. Telecommunicators are required to disclose this information at the time his/her bills and invoices are submitted. Monies received from what is commonly referred to as the "G.I. Bill" will not be considered when calculating the reimbursement.

Any Telecommunicator who leaves the department within one (1) year of receiving reimbursement will refund to the City the amount reimbursed for the previous twelve (12) months. A Telecommunicator receiving tuition reimbursement payments shall execute a promissory note to the City as

evidence of an obligation to repay the funds received in the event that the employment requirement stated above is not fulfilled.

The total tuition reimbursement money applicable for all Telecommunicators shall not exceed \$30,000 in a fiscal year. In the event that requests for reimbursement exceed the total amount allotted, then reimbursement shall be divided to each applicant on a pro rata share per each employee, per semester of study.

ARTICLE 12 PAY & DAYS OFF IN LIEU OF HOLIDAYS

Section 12.1. Payment in Lieu of Holidays.

~~May 1, 2008-April 30, 2011—All full time telecommunicators covered by this Agreement shall be paid an amount equal to 92 hours at their regular rate as payment for eleven and one half (11 ½) holidays. This additional pay shall be prorated and shall be included in the basic biweekly salary set forth in the Appendixes to this Agreement.~~

Effective May 1, 2011 All full time ~~I~~telecommunicators covered by this Agreement shall be paid an amount equal to 90 hours at their regular rate as payment for eleven and one half (11 ½) holidays. This additional pay shall be prorated and shall be included in the basic biweekly salary set forth in the Appendixes to this Agreement.

ARTICLE 13 SENIORITY

Section 13.1. Definition.

For the purposes of this Agreement, the following definitions apply:

- a. "Seniority" means uninterrupted full time employment with the City beginning with the full-time date of hire with the City as a TCM and shall include periods of layoffs and periods of paid absence authorized by and consistent with this Agreement.

Seniority shall determine preference for days off, shifts and selection of vacation dates.

- b. "Service Time" means total continuous full time employment with the City. Service time shall determine amount of leave benefits and wages.

Section 13.2. Loss of Seniority.

An employee shall lose his/her seniority and no longer be an employee if:

- a. He/she resigns or quits; or is no longer a full-time employee; or
- b. He/she is discharged (unless reversed through the Grievance or Arbitration Procedure); or
- c. He/she retires; or
- d. is absent for three (3) consecutive days without notifying the City; or
- e. is laid off from work one (1) year. Seniority shall accumulate during such absence; or
- f. is laid off and fails to report for work within three (3) day after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay.

ARTICLE 14 LAYOFF AND RECALL

Section 14.1. Procedure for Layoff.

In the event of a reduction in TCM staff, employees shall be laid off in inverse order of seniority.

Section 14.2. Procedure for Recall.

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of

the procedure for layoff. Recall rights shall continue for one (1) year after an employee has been laid off.

ARTICLE 15 PROBATIONARY PERIOD

All full-time and seasonal TCM's shall be considered a probationary employee for his or her first twelve (12) months of continuous service. The City may extend an employee's probation. Upon completion of probation seniority shall date back to his or her full-time date of hire in the bargaining unit. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss.

ARTICLE 16 PROMOTIONS AND VACANCIES

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

Authorized vacancies shall be posted for five (5) business days. The job description for the position will be included in the posting. Any City employee seeking consideration for filling announced vacancies shall submit a bid sheet to the Human Resources Department along with any additional information (e.g., resumes, certificates, etc.) prior to the deadline. This Section shall not serve to limit the discretion or authority of the Human Resources Director to advertise job vacancies and receive outside applications. All qualifications of candidates being equal, priority in selection will be based on the seniority principle.

ARTICLE 17 TRAINING

Section 17.1. Communication Training Officer.

TCM's assigned to train new staff shall be full-time TCM's with no less than one full year of service with the Bloomington Communications Center. In order to be a Communications Training Officer (CTO) a TCM must explain their desire to become a CTO in writing to the Communications Center Manager, funding must be available for a TCM to take the CTO course and they must successfully complete such course. Assignment will be made at the discretion of the Communication Center Manager. All TCM's assigned to train a new employee shall receive an hour of overtime per day for the training and completion of the required trainee documentation.

Section 17.2. Training.

If the employer requires a TCM to obtain or maintain a certification, accreditation or licensure such time off shall be granted with pay.

Section 17.3. Training Time.

1. Assigned by Supervisor:

- (a) If a TCM is assigned by a Communication Management Staff to attend training on his regular allowed leave day, based on the needs of the department, they will be paid overtime or assigned a different allowed leave day that workweek.
- (b) If training occurs on a TCM's regularly scheduled workday, the Communication Management Staff has the option of making the training assignment the TCM's regular work assignment for that day or to require the TCM to work his regularly assignment in addition to attending training.

If a TCM attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Section 9.3 Overtime.

ARTICLE 18 SEASONAL EMPLOYEES

Seasonal TCM's are required to work a minimum of sixteen (16) hours per month in order to be eligible to work. The Communications Manager may waive this requirement and there is no guarantee of hours. Seasonal TCMs may not schedule hours in excess of 40 hours in a week. Seasonal TCMs may not work overtime unless authorized by the Communications Center Manager. Authorization may be granted to prevent full-time staff from being forced or in emergency situations.

Seasonal TCM's are not eligible for any benefits (holiday pay, overtime after eight (8) hours in a day, insurance, leave time, etc.) contained in this agreement unless expressly noted in the section. Seasonal employees hold no seniority and the number of seasonal TCM staff can be reduced at anytime. Seasonal employees will not be terminated for disciplinary reasons without just cause. If a seasonal employee becomes a full-time TCM their leave benefits, longevity and other benefits will be based off of their full-time date of hire and does not include any previous full-time or seasonal service.

ARTICLE 19 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and

services of the Police Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 20 SAVINGS

If any provision in this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois Compiled Statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 21 SUBCONTRACTING

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

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Section 14.1 Procedure for Layoff will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

ARTICLE 2~~1~~2 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

ARTICLE 2~~2~~3 TERM OF AGREEMENT

This Agreement shall be effective upon the date of execution and shall remain in full force and effect until April 30, 20~~11~~¹⁴. It shall be automatically renewed from year to year thereafter unless either party shall

notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of the Agreement is provide to the other party in the manner set forth in the following paragraph.

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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their

signatures this _____ day of _____, December, 2012¹³.

FOR THE CITY OF BLOOMINGTON:

FOR THE UNION:

APPENDIX “A” WAGE SCHEDULES

May 1, 2011						
2 % increase						
	Base	5 yrs	10 yrs	15 yrs	20 yrs	
		5%	7%	9%	11%	
TCM - SEASONAL	\$ 19.06					
TCM-BASE	\$ 19.06	\$ 20.02	\$ 20.40	\$ 20.78	\$ 21.16	
TCM-PANKONEN	\$ 21.21	\$ 22.27	\$ 22.69	\$ 23.11	\$ 23.54	
TCM -FILLIPINI/ALLIS	\$ 20.82	\$ 21.86	\$ 22.28	\$ 22.69	\$ 23.11	
TCM-CONOVER	\$ 20.60	\$ 21.63	\$ 22.05	\$ 22.46	\$ 22.87	
TCM-KOEHNE/MCCUAN	\$ 20.73	\$ 21.76	\$ 22.18	\$ 22.59	\$ 23.01	
TCM-MYERS	\$ 20.21	\$ 21.22	\$ 21.62	\$ 22.02	\$ 22.43	
TCM-HALL	\$ 20.25	\$ 21.26	\$ 21.66	\$ 22.07	\$ 22.47	
TCM-TOUNGETT	\$ 19.84	\$ 20.83	\$ 21.23	\$ 21.62	\$ 22.02	

May 1, 2012						
2 % increase						
DESCRIPTION	Base	5 yrs	10 yrs	15 yrs	20 yrs	
		5%	7%	9%	11%	
TCM - SEASONAL	\$ 19.44					
TCM-BASE	\$ 19.44	\$ 20.41	\$ 20.80	\$ 21.19	\$ 21.58	
TCM-PANKONEN	\$ 21.63	\$ 22.72	\$ 23.15	\$ 23.58	\$ 24.01	
TCM -FILLIPINI/ALLIS	\$ 21.24	\$ 22.30	\$ 22.72	\$ 23.15	\$ 23.57	
TCM-CONOVER	\$ 21.01	\$ 22.06	\$ 22.48	\$ 22.90	\$ 23.32	
TCM-KOEHNE/MCCUAN	\$ 21.14	\$ 22.20	\$ 22.62	\$ 23.05	\$ 23.47	
TCM-MYERS	\$ 20.61	\$ 21.64	\$ 22.06	\$ 22.47	\$ 22.88	
TCM-HALL	\$ 20.66	\$ 21.69	\$ 22.10	\$ 22.51	\$ 22.93	
TCM-TOUNGETT	\$ 20.24	\$ 21.25	\$ 21.65	\$ 22.06	\$ 22.46	

May 1, 2013						
2 % increase						
DESCRIPTION	Base	5 yrs	10 yrs	15 yrs	20 yrs	
		5%	7%	9%	11%	
TCM - SEASONAL	\$ 19.83					
TCM-BASE	\$ 19.83	\$ 20.82	\$ 21.22	\$ 21.61	\$ 22.01	
TCM-PANKONEN	\$ 22.06	\$ 23.17	\$ 23.61	\$ 24.05	\$ 24.49	
TCM -FILLIPINI/ALLIS	\$ 21.66	\$ 22.75	\$ 23.18	\$ 23.61	\$ 24.05	
TCM-KOEHNE/MCCUAN	\$ 21.56	\$ 22.64	\$ 23.07	\$ 23.50	\$ 23.93	
TCM-MYERS	\$ 21.02	\$ 22.07	\$ 22.49	\$ 22.91	\$ 23.33	
TCM-HALL	\$ 21.07	\$ 22.13	\$ 22.55	\$ 22.97	\$ 23.39	
TCM-TOUNGETT	\$ 20.64	\$ 21.68	\$ 22.09	\$ 22.50	\$ 22.92	

* Full-time employees not listed individually will be paid at the TCM-BASE.



FOR COUNCIL: December 9, 2013

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 29, 2014

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 Jacob Thelander and C. Sophia Petsas to allow moderate consumption of alcohol at Miller Park Pavilion for their wedding reception on March 29, 2014. Present at the hearing were Liquor Commissioners Tari Renner, Steve Stockton, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Brendan Heffner, Police Chief and Kenneth Bays, Acting Asst. Police Chief, and Renee Gooderham, Chief Deputy City Clerk; and Jacob Thelander, groom and C. Sophia Petsas, bride.

Staff absent: Tracey Covert, City Clerk.

Commissioner Renner opened the Public Comment section of the meeting. No one came forward to address the Commission.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Jacob Thelander, groom and C. Sophia Petsas, bride, addressed the Commission. The wedding was scheduled for March 29, 2014 at the Miller Park Pavilion. They planned to invite 130 guests. Redbird Catering, located at 1507 N. Main St., would be retained to provide the food and liquor service, which would be limited to beer and wine only. The reception would start at 4:00 p.m. The Miller Park Pavilion must be vacated by 11:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Stockton that the request of Jacob Thelander and C. Sophia Petsas to allow moderate consumption of alcohol at the Miller Park Pavilion for their March 29, 2014 wedding be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the November 12, 2013 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: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Recreation & Cultural Arts

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2013 -

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 MILLER PARK PAVILION

WHEREAS, Jacob Thelander and C. Sophia Petsas are planning to hold their wedding reception at the Miller Park Pavilion from 3:00 p.m. to 11:00 p.m. on March 29, 2014; and

WHEREAS, Jacob Thelander and C. Sophia Petsas 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 Miller Park Pavilion on March 29, 2014 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 December, 2013.

APPROVED this ____th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: December 9, 2013

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 22, 2014

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 Michael Skolmoski and Karen Bunker to allow moderate consumption of alcohol at Miller Park Pavilion for their wedding reception on November 22, 2014. Present at the hearing were Liquor Commissioners Tari Renner, Steve Stockton, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Brendan Heffner, Police Chief and Kenneth Bays, Acting Asst. Police Chief, and Renee Gooderham, Chief Deputy City Clerk; and Karen Bunker, bride.

Staff absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Karen Bunker, bride, addressed the Commission. The wedding was scheduled for November 22, 2014 at the Miller Park Pavilion. She planned to invite 130 guests. Lancaster's Fine Dining, located at 513 N. Main St., would be retained to provide the food and liquor service, which would be limited to beer and wine only. The reception would start at 5:00 p.m. The Miller Park Pavilion must be vacated by 11:00 p.m.

Motion by Commissioner Jordan, seconded by Commissioner Stockton that the request of Michael Skolmoski and Karen Bunker to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 22, 2014 wedding be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the November 12, 2013 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: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Recreation & Cultural Arts

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2013 -

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 MILLER PARK PAVILION

WHEREAS, Michael Skolmoski and Karen Bunker are planning to hold their wedding reception at the Miller Park Pavilion from 5:00 p.m. to 10:00 p.m. on November 22, 2014; and

WHEREAS, Michael Skolmoski and Karen Bunker 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 Miller Park Pavilion on November 22, 2014 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 December, 2013.

APPROVED this ____th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: December 9, 2013

SUBJECT: Request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., 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, said expansion to the restaurant 1840 sq. ft. into the area f/k/a the Mini Mart

RECOMMENDATION/MOTION: That the request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., 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, said expansion to the restaurant 1840 sq. ft. into the area f/k/a the Mini Mart be approved.

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 regarding the request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., 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, said expansion to the restaurant 1840 sq. ft. into the area f/k/a the Mini Mart. Present at the hearing were Liquor Commissioners Tari Renner, Steve Stockton, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief, and Renee Gooderham, Chief Deputy City Clerk; Eric Trujillo, applicant representative; and Hal Jennings, applicant's legal counsel.

Staff absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and noted that Mr. Trujillo was present along with Hal Jennings, legal counsel. He informed the Commissioners that a Special Use petition was approved by Council on October 14, 2013. The petition addressed the need to amend parking requirements for restaurants.

Hal Jennings, applicant's legal counsel, addressed the Commission. The location was a single building which received two (2) tax assessment bills. Mr. Trujillo opened his business approximately five (5) years ago. The west end was a small grocery store. The east was a restaurant. Mr. Trujillo could not maintain the store. The restaurant has been a success. He was wanted to expand the restaurant.

Commissioner Renner asked for anyone to step forward to speak in support of or in opposition to the application. No one came forward.

Commissioner Tompkins noted no concerns with the application. Mr. Trujillo had assisted with the area's rehabilitation.

Commissioner Stockton stated that he was in favor of granting the expansion. He believed the building should remain a neighborhood restaurant. There should be no live entertainment. He questioned if the kitchen remained open when the restaurant closed at 2:00 a.m. (on Friday and Saturday per City code).

Eric Trujillo, owner/applicant, addressed the Commission. He responded affirmatively. The restaurant was open for two (2) years prior to requesting a liquor license.

Commissioner Stockton questioned the atmosphere at the hours of 12:00 a.m. (midnight) to 1:00 a.m. Mr. Trujillo stated a few customers would be watching sports. It could be described as a sports bar atmosphere. Commissioner Stockton stated concern that establishments become taverns at those hours. Mr. Trujillo responded that food would still be served. Families were still able to order from the menu. Commissioner Stockton suggested using a wait and see approach. If the Commission discovered that the establishment was operating more as a tavern at those hours then tavern rules would be applied.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He questioned closing hours. Mr. Trujillo stated Monday through Wednesday 9:00 p.m. and Thursday through Sunday 1:00 a.m. He also stated if no one was in the establishment they usually close.

Commissioner Renner stated there was community support. The establishment needed to remain a restaurant.

Mr. Boyle noted that complaints had been received last year. He cited concern with the Thursday closing hour.

Clay Wheeler, Asst. Police Chief, addressed the Commission. The complaints referred to the establishment operating as a tavern. Police Officers found that a tavern had been operating in the area between the kitchen and former Mini Mart. The belief was the restaurant operated as tavern later in the evening.

Commissioner Stockton clarified that the liquor expansion included the west side of the building, formerly known as the Mini Mart.

Mr. Jennings stated the east side had five (5) bar stools and the west would have six (6) bar stools with a bar. Tables would be set up to assist with the expansion of food service. Commissioner Stockton believed that the establishment operated as a tavern during the late evening hours.

Mr. Boyle questioned alcoholic beverages outside. Mr. Trujillo responded negatively.

Motion by Commissioner Tompkins, seconded by Commissioner Stockton that the request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., 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, said expansion to the restaurant 1840 sq. ft. into the area f/k/a the Mini Mart be approved.

Commissioner Jordan abstained due to the professional and personal relationship with Mr. Jennings.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on November 4, 2013 in accordance with City Code. In accordance with City Code, approximately 97 courtesy copies of the Public Notice were mailed on November 4, 2013. In addition, the Agenda for the November 12, 2013 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.

Recommended by:

Tari Renner
Mayor

Motion: _____ Seconded by: _____

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



FOR COUNCIL: December 9, 2013

SUBJECT: A Resolution Establishing Prevailing Wages to be Paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington

RECOMMENDATION: That the Resolution be passed.

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

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

BACKGROUND: The Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards any construction contract for public work or doing such work by day labor, shall ascertain the general prevailing hourly rates of wages for employees engaged in such work, and shall require that all contractors of the City pay those wages to their workers.

It is now permitted for public bodies to require contractors to ascertain prevailing wages by checking with the Illinois Department of Labor and paying the most current prevailing wage, which this resolution will require if passed.

The resolution also requires contractors to submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

The staff believes adoption of this resolution is in the best interests of the citizens of the City and recommends its passage and approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable. The resolution is required by state law.

FINANCIAL IMPACT: Unknown at this time.

Respectfully submitted for Council consideration.

Prepared by:

Tracey Covert, City Clerk

Reviewed by: Ernestine Jackson, Human Relations

Reviewed by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1: Resolution

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2013 -

**A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS,
WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS
WITH THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 9th day of December, 2013

APPROVED this ____ day of December, 2013

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

RESOLUTION NO. 2013 -

**A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS,
WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS
WITH THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 9th day of December, 2013

APPROVED this ____ day of December, 2013

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

McLean County Prevailing Wage for December 2013

(See explanation of column headings at bottom of wages)

Trade Name Trng	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
ASBESTOS ABT-GEN 0.800		BLD		30.220	31.220	1.5	1.5	2.0	7.700	9.290	0.000
ASBESTOS ABT-GEN 0.800		HWY		32.080	32.630	1.5	1.5	2.0	7.700	9.290	0.000
ASBESTOS ABT-MEC 0.720		BLD		32.140	34.640	1.5	1.5	2.0	11.17	10.76	0.000
BOILERMAKER 0.350		BLD		36.000	39.000	2.0	2.0	2.0	7.070	14.69	0.000
BRICK MASON 0.580		BLD		29.820	31.320	1.5	1.5	2.0	8.300	11.60	0.000
CARPENTER 0.520		BLD		30.050	32.300	1.5	1.5	2.0	7.700	13.91	0.000
CARPENTER 0.520		HWY		31.000	33.250	1.5	1.5	2.0	7.700	14.96	0.000
CEMENT MASON 0.600		ALL		30.590	31.590	1.5	1.5	2.0	6.300	11.00	0.000
CERAMIC TILE FNSHER 0.580		BLD		29.750	0.000	1.5	1.5	2.0	8.300	9.500	0.000
ELECTRIC PWR EQMT OP 0.270		ALL		35.440	0.000	1.5	1.5	2.0	5.000	10.98	0.000
ELECTRIC PWR GRNDMAN 0.180		ALL		24.320	0.000	1.5	1.5	2.0	5.000	7.540	0.000
ELECTRIC PWR LINEMAN 0.300		ALL		39.370	41.910	1.5	1.5	2.0	5.000	12.20	0.000
ELECTRIC PWR TRK DRV 0.190		ALL		25.510	0.000	1.5	1.5	2.0	5.000	7.920	0.000
ELECTRICIAN 0.860		BLD		34.950	38.340	1.5	1.5	2.0	5.600	10.03	0.000
ELECTRONIC SYS TECH 0.400		BLD		29.420	31.170	1.5	1.5	2.0	5.350	7.330	0.000
ELEVATOR CONSTRUCTOR 0.600		BLD		40.520	45.585	2.0	2.0	2.0	11.88	12.71	3.240
FENCE ERECTOR 0.900	E	ALL		31.610	33.510	1.5	1.5	2.0	8.840	9.020	0.000
GLAZIER 1.250		BLD		31.670	33.670	1.5	1.5	2.0	9.950	7.700	0.000
HT/FROST INSULATOR 0.720		BLD		42.850	45.350	1.5	1.5	2.0	11.17	11.96	0.000
IRON WORKER 0.900	E	ALL		31.610	33.510	1.5	1.5	2.0	8.840	9.020	0.000
IRON WORKER 0.540	W	BLD		31.010	32.910	1.5	1.5	2.0	9.390	12.26	0.000
IRON WORKER 0.390	W	HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000
LABORER 0.800		BLD		29.220	30.220	1.5	1.5	2.0	7.700	9.290	0.000
LABORER 0.800		HWY		31.080	31.630	1.5	1.5	2.0	7.700	9.290	0.000
LABORER, SKILLED 0.800		BLD		29.220	30.220	1.5	1.5	2.0	7.700	9.290	0.000
LABORER, SKILLED 0.800		HWY		31.080	31.630	1.5	1.5	2.0	7.700	9.290	0.000
LATHER 0.520		BLD		30.050	32.300	1.5	1.5	2.0	7.700	13.91	0.000
MACHINERY MOVER 0.390	W	HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000
MACHINIST 0.000		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850
MARBLE FINISHERS 0.580		BLD		29.750	0.000	1.5	1.5	2.0	8.300	9.500	0.000
MARBLE MASON 0.580		BLD		31.510	32.760	1.5	1.5	2.0	8.300	9.500	0.000
MILLWRIGHT 0.520		BLD		30.300	32.550	1.5	1.5	2.0	7.700	14.09	0.000
MILLWRIGHT 0.520		HWY		31.820	34.070	1.5	1.5	2.0	7.700	14.64	0.000
OPERATING ENGINEER 3.000		BLD	1	36.000	39.000	1.5	1.5	2.0	6.750	16.60	0.000

OPERATING ENGINEER 3.000		BLD	2	33.490	39.000	1.5	1.5	2.0	6.750	16.60	0.000
OPERATING ENGINEER 3.000		BLD	3	29.340	39.000	1.5	1.5	2.0	6.750	16.60	0.000
OPERATING ENGINEER 3.000		HWY	1	36.000	39.500	1.5	1.5	2.0	6.750	16.60	0.000
OPERATING ENGINEER 3.000		HWY	2	33.490	39.500	1.5	1.5	2.0	6.750	16.60	0.000
OPERATING ENGINEER 3.000		HWY	3	29.340	39.500	1.5	1.5	2.0	6.750	16.60	0.000
PAINTER 1.350		ALL		33.000	35.000	1.5	1.5	1.5	10.00	8.200	0.000
PAINTER SIGNS 0.000		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIIVER 0.520		BLD		30.550	32.800	1.5	1.5	2.0	7.700	13.91	0.000
PILEDRIIVER 0.520		HWY		32.000	34.250	1.5	1.5	2.0	7.700	14.96	0.000
PIPEFITTER 1.850		BLD		39.650	42.820	1.5	1.5	2.0	7.000	10.15	0.000
PLASTERER 0.490		BLD		30.000	32.000	1.5	1.5	2.0	7.100	13.83	0.000
PLUMBER 1.850		BLD		39.650	42.820	1.5	1.5	2.0	7.000	10.15	0.000
ROOFER 0.250		BLD		29.580	31.060	1.5	1.5	2.0	8.450	7.220	0.000
SHEETMETAL WORKER 0.780		BLD		32.150	33.760	1.5	1.5	2.0	8.270	14.18	0.000
SIGN HANGER 0.390	W	HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000
SPRINKLER FITTER 0.350		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000
STEEL ERECTOR 0.390	W	HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000
SURVEY WORKER 0.800		ALL		31.080	31.630	1.5	1.5	2.0	7.700	9.290	0.000
TERRAZZO FINISHER 0.580		BLD		29.750	0.000	1.5	1.5	2.0	8.300	9.500	0.000
TERRAZZO MASON 0.580		BLD		31.510	32.760	1.5	1.5	2.0	8.300	9.500	0.000
TILE MASON 0.580		BLD		31.510	32.760	1.5	1.5	2.0	8.300	9.500	0.000
TRUCK DRIVER 0.250		O&C	1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250		O&C	2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250		O&C	3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250		O&C	4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250		O&C	5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	N	ALL	1	35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	N	ALL	2	35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	N	ALL	3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	N	ALL	4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	S	ALL	1	31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	S	ALL	2	31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	S	ALL	3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	S	ALL	4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	S	ALL	5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in

preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools,

stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling

material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneler; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batchers; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine;

Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



FOR COUNCIL: December 9, 2013

SUBJECT: Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3c. Revitalization of older commercial properties.

BACKGROUND: The former Freedom Oil Gas Station, located at 606 N. Clinton St., owned by Andy & Associates, was reported to the Illinois Environmental Protection Agency (IEPA) in September 2010 for having underground fuel tanks remaining after the business had closed.

As part of the IEPA process, specific steps must be taken to determine the extent of contamination and establish a plan for containment. In October 2010, two (2) underground gasoline storage tanks and one (1) underground diesel storage tank were removed by the owners.

Environmental Management, Inc. (EMI) was then chosen by Andy & Associates to address the contamination issue. Multiple soil borings and monitoring wells were used to fully delineate the contamination area. Once the soil and groundwater contamination plumes were fully delineated, EMI approached the City to request a groundwater ordinance be passed that prohibits the installation of potable water wells for the Andy & Associates property and the adjacent property to the south and the right of way adjacent to the east.

The property located south of the former Freedom Oil (604 N. Clinton St.) was included in the ordinance due to a slight contamination identified by a monitoring well positioned at the lot line between the two properties. If the ordinance is passed, EMI will formally notify the owner of the property at 604 N. Clinton St.

EMI provided a model groundwater ordinance that is currently being accepted by the IEPA as a valid institutional control. EMI has requested this Ordinance be passed by the City. The IEPA requests that municipalities pass location specific ordinances to further ensure public safety. This is in addition to the fact that the City prohibits potable water wells. The passage of the ordinance will also allow Andy & Associates to obtain a 'No Further Remediation' letter from the IEPA which will allow them to market their property for commercial purposes only.

The City has approved similar Groundwater Ordinances for other contaminated locations in the past. Most recently for the former Richard's Sunoco Service Station located at 1002 N. Main St. in April 2008 and the former Clark Gas Station located at 301 W. Market St. in November 2010.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. EMI Letter and Map

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2013-

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR DRILLING OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the City of Bloomington, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Bloomington desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, Illinois;

SECTION 1: Use of groundwater as a potable water supply prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited within the area described as follows:

Beginning at the northwest corner of Parcel No. 21-04-278-026, on the south of right-of-way line of Mulberry Street, thence east to the east right-of-way line of Clinton Street (U.S. Route 150), thence south along said east right-of-way line of Clinton Street to the projected intersection of the east right-of-way line of Clinton Street and the south line of Parcel No. 21-04-278-027, thence west, along said projected south line of Parcel No. 21-04-278-027 to the southwest corner of Parcel No. 21-04-278-027, thence north, along the west lines of Parcels No. 21-04-278-027 and 21-04-278-026 to the point of beginning.

SECTION 2: Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50.00 or more than \$100.00 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 3: Definitions.

Person is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

Potable water is any water for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION 4: Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION 5: Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

SECTION 6: Effective date.

This ordinance shall be in full force and effect from and after its passage, approved and publication as required by law.

PASSED this 9th day of December, 2013.

APPROVED this __th day of December 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



ENVIRONMENTAL MANAGEMENT, INC.

Corporate Office
1154 N. Bradfordton Rd. • Springfield, IL 62711
217/726-9468 • 217/726-9472 (Fax)
Email: mkeebler@environmentalmanagementinc.net

St. Louis Office
12237 Rainhollow Dr. • St. Louis, MO 63043
314/650-8268

November 12, 2013

City Clerk
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Re: Proposed Groundwater Ordinance

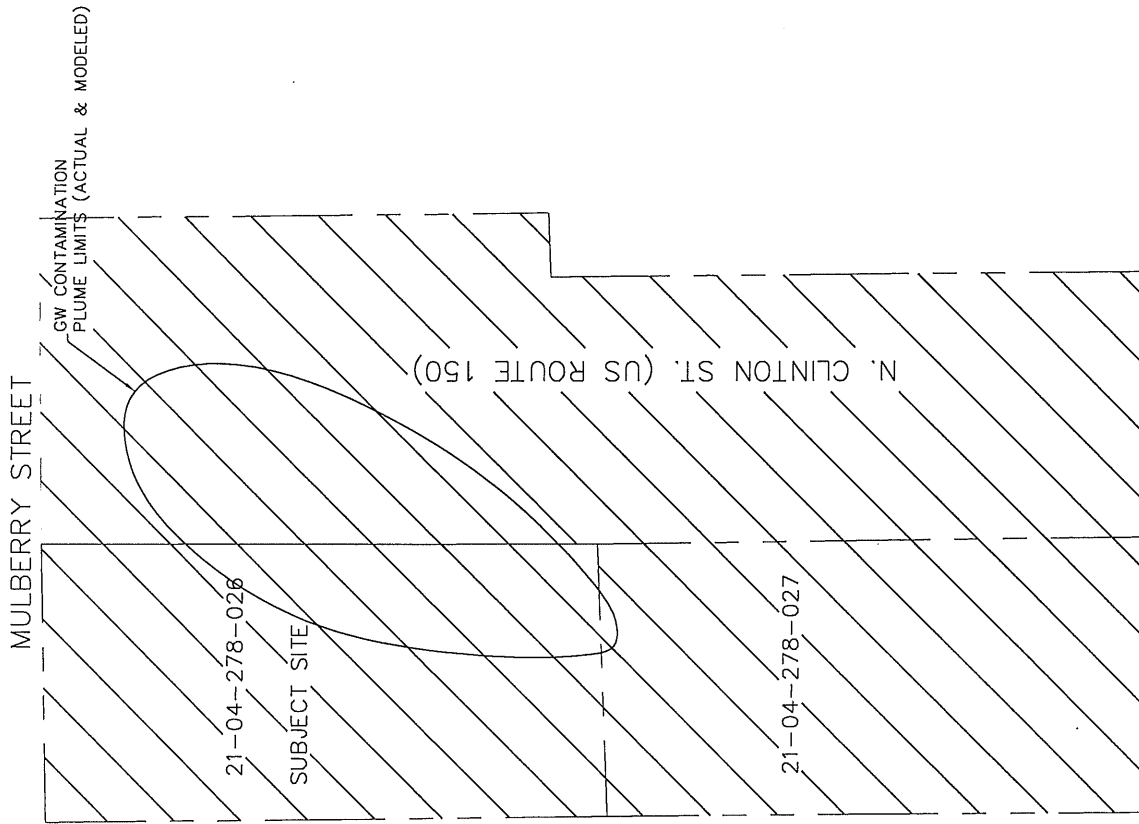
Dear City Clerk:

Environmental Management, Inc. (EMI) is respectfully requesting that the City adopt a groundwater ordinance for a specific area within the City of Bloomington. This ordinance will be used by our client as an institutional control, whereby allowing for closure of a LUST Incident with the IEPA. I have noticed that the City has several area specific ordinances already in effect with the IEPA. We have prepared and enclosed a model groundwater ordinance that is currently being accepted by the Illinois Environmental Protection Agency as a valid institutional control. EMI is requesting to prohibit the installation of potable water wells for the Andy & Associates property and the adjacent property to South and the right-of-way adjacent to the East. The area of the proposed groundwater ordinance is depicted on the attached map. If the City agrees to adopt the enclosed ordinance, please sign where indicated and return one completed copy to my attention at your earliest convenience.

We thank you for your time regarding this matter. Should you have any questions or concerns, feel free to contact me at (217) 726-9468.

Sincerely,

Jeremy VanScyoc, P.E.
Senior Professional Engineer
Environmental Management, Inc.



606 N. Clinton St.
Former Freedom Oil

604 N. Clinton St.
DML Real Estate LLC



ENVIRONMENTAL MANAGEMENT, INC.
Civil/Environmental Engineers

Corporate Office
1154 N. Bradford Road • Springfield, IL 62711
217/726-9468 • 217/726-9472 (Fax)
St. Louis Office
12237 Taintor Road • St. Louis, Mo 63043
314/650-8268 • 314/650-8268 (Fax)

APPROVED BY: MRK DESIGNED BY: JLV DRAWN BY: MBR

GROUNDWATER ORDINANCE
AREA MAP

PLANS PREPARED FOR
ANDY AND ASSOCIATES
BLOOMINGTON, ILLINOIS

SITE INVESTIGATION

SCALE

20' 0 40'

REVISIONS

FIGURE 1

DATE:
SEPTEMBER 2013

JOB NO.
13-127

FILE NAME
FIG 1.DWG



FOR COUNCIL: December 9, 2013

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 2, Block 25 of Camp Potawatomie, from Michael T. Reuter and Monique E. Reuter, to Thomas E. Hettinger

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

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

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 2, Block 25 of Camp Potawatomie, from Michael T. Reuter and Monique E. Reuter, to Thomas E. Hettinger and found the petition to be in order. The sewage disposal system inspection was completed in mid-August 2013. The septic system appeared to be functioning normally at that time. The septic system seepage field is undersized for a four (4) bedroom home with a garbage disposal. However, the system is a subsurface discharging system which means its discharge percolates through the ground rather than discharging to a ditch and then into the reservoir. A subsurface discharging system poses little threat to the reservoir should it fail. The age of the sewage disposal system is thirty-one (31) years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20 – 25) years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a positive financial impact in that the current lease uses the old formula, (\$0.15 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. That will increase with the new lease to the current formula, (\$0.40 per \$100 of Equalized Assessed Value). With this lake lease transfer, the lake lease formula will generate approximately \$284.03 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lease Revenue (50100140 - 57590). Stakeholders may locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement" on page 149.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by:

Rosalee Dodson, Asst. Corporation Counsel

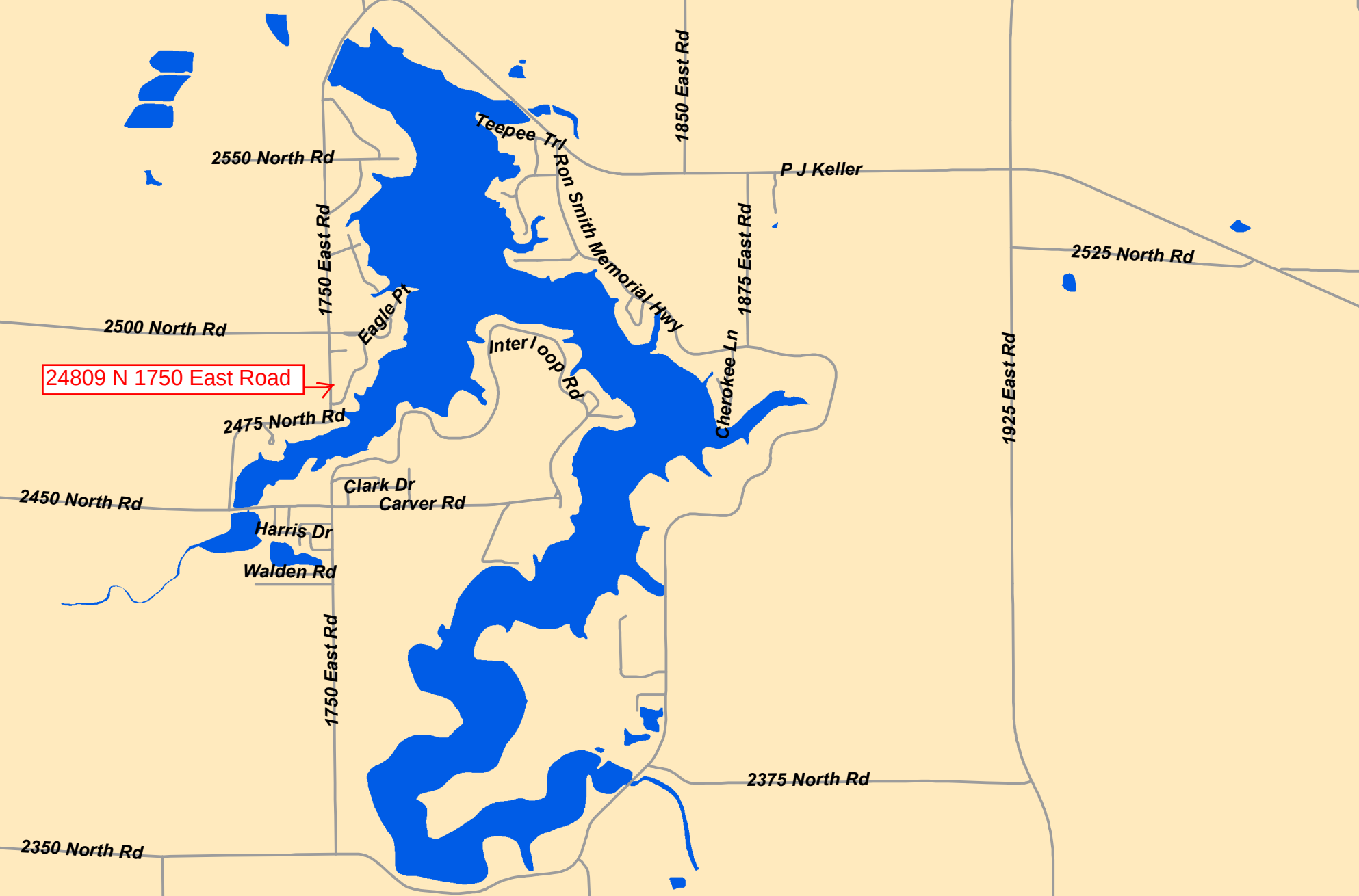
Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Maps

Motion: _____ Seconded by: _____

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



24809 N 1750 East Road

24809 N 1750 East Rd
Lot: 5, 8
Block: 25
Camp: Potawatomie

1750 East Rd

24809

24834

24826

Nighthawk Rd

24807



FOR COUNCIL: December 9, 2013

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 7 and the west half of Lot 6, of Peoria Pointe from Kenneth C. Browning and Carol W. Browning, to Eric and Kelly Ekstam

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

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

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 7 and the west half of Lot 6, of Peoria Pointe from Kenneth C. Browning and Carol W. Browning, to Eric and Kelly Ekstam and found the petition to be in order. The sewage disposal system inspection was completed in late October 2013. The septic appeared to be functioning normally at that time. The septic system seepage field is undersized for a four (4) bedroom home with a garbage disposal. However, the system is a subsurface discharging system which means its discharge percolates through the ground rather than discharging to a ditch and then into the reservoir. A subsurface discharging system poses little threat to the reservoir should it fail. The age of the sewage disposal system is over forty (40+) years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20 – 25) years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this lake lease transfer, the lake lease formula will generate about \$505.54 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lease Revenue (50100140 - 57590). Stakeholders may locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement" on page 149.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

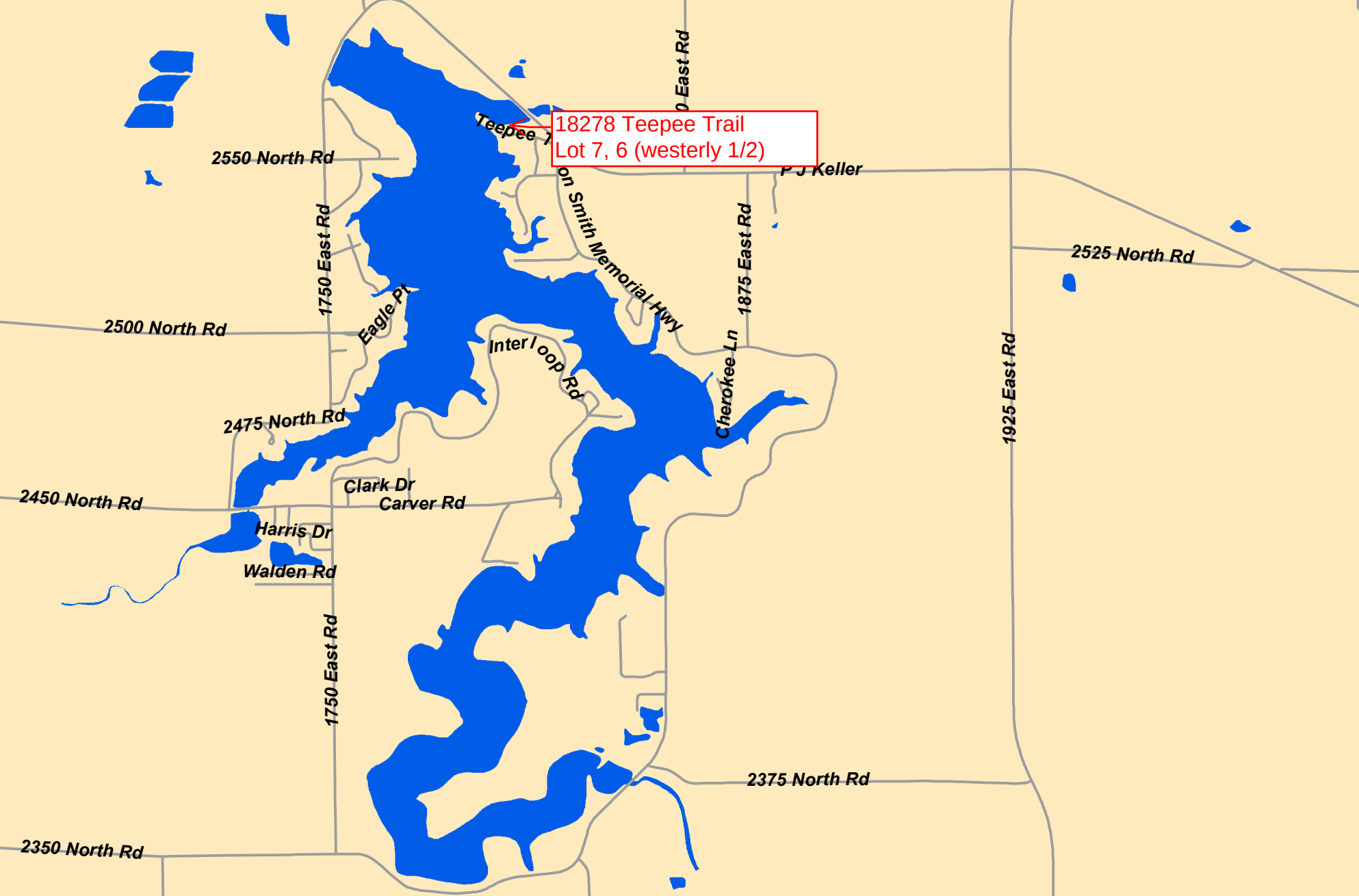
Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Maps

Motion: _____ Seconded by: _____

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



18278 Teepee Trail
Lot 7, 6 (westerly 1/2)

18278 Teepee Trail
Lot: 7, 6 (westerly 1/2)
Block: 0
Camp: Peoria Point

Teepee Trl

18278

18296

18273



FOR COUNCIL: December 9, 2013

SUBJECT: Adoption of the 2013 Tax Levy in the amount of \$23,219,066

RECOMMENDATION/MOTION: That the 2013 Tax Levy be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: There are three components of the property tax formula that affect an increase or decrease in a homeowners property taxes. The dollar amount requested by the City or any of the other overlapping tax districts, the amount of the final Equalized Assessed Value (EAV) which is one third of the properties assessed value, and the tax rate that is generated by dividing the dollar amount by the EAV:

$$\text{Tax formula:} \quad \frac{\text{Dollar Levy}}{\text{Final EAV}} = \text{Tax Rate}$$

The City adopts its tax levy based on a *preliminary* EAV which is an estimate and subject to the appeals process. The Final EAV is completed by January 1, 2014. The tax rate generated is later applied to individual property owner's tax bills on April 1, 2014 and bills are sent out on May 1st.

2013 Tax formula Estimate	\$23,219,066	
(Preliminary EAV):	\$1,768,687,513	1.31279%

This year the City's tax levy estimate is \$23,219,066, (*see Exhibit 1 for the tax levy break out by component,*) which appears to result in a lower tax rate than last year. Depending on what happens to the City's Final EAV homeowners could receive a slight decrease in property taxes levied by the City. (*See Exhibit 2 for estimated impact to individual homeowners.*)

The City's tax levy is made up of the following ten (10) components explained briefly below:

1. Bonds & Interest – this levy is used to fund costs associated with city owned debt instruments. The general obligation debt (GOB) service is approximately \$8,846,034 for FY 2014, (excluding capital leases and IEPA loans for enterprise funds). The City levied \$2,180,143 in FY 2014 or approximately 24.6% of total GOB debt. The balance is abated and paid from other revenue sources. There is no increase recommended in the 2013 levy.

2. Fire Pension – this levy is used to fund contribution for employees eligible for a fire pension. The FY 2014 minimum statutory contribution was \$2,902,472 as calculated by Tephher Consulting and was levied at 100%. This year's levy will be increased \$1,000,000 to the minimum contribution as calculated by the Illinois Department of Insurance or the first phase of the City's new pension funding methodology; both of which are equal in year one.
3. Fire Protection - this levy is used to fund costs associated with fire protection. Fire protection costs (net of departmental revenue and pension) are approximately \$10,908,079 for FY2014. The City levies roughly 10.8% of this cost and is recommended to remain flat in the 2013 levy.
4. General Corporate – this levy is used to fund the general operations of the City, this component of the levy has been increased in the past to supplement the road resurfacing program which has grown to approximately \$4 million dollars in FY 2014. This portion of the 2013 levy is recommended to be reduced by approximately \$1.6 million dollars to offset Police and Fire pension funding increases. If the \$1.6 million reduction in levy cannot be absorbed by other City revenues then the road resurfacing program may need to be reduced. Note: \$10,000,000 road resurfacing and sewer bond was issued in October 2013.
5. Illinois Municipal Retirement Fund (IMRF) – this levy is used to fund portions of the annual pension contribution for employees eligible for the Illinois Municipal Retirement Fund. The FY 2014 minimum statutory contribution is based on a percentage of payroll and was budgeted at \$3,595,407. The City levied for approximately 70% of the required minimum contribution in FY 2014 and paid the balance from other revenue sources. This portion of the 2013 levy is recommended to remain flat.
6. Police Pension – this levy is used to fund the minimum annual statutory required contribution for employees eligible for a police pension. The FY2014 minimum statutory contribution was \$3,181,581 as calculated by Tephher Consulting and was levied at 100%. This year's levy will be increased \$576,419 to the minimum contribution as calculated by the Illinois Department of Insurance or the first phase of the City's new pension funding methodology; both of which are equal in year one.
7. Police Protection – this levy is used to fund costs associated with police protection. Police protection costs (net of departmental revenue and pension) are approximately \$15,092,090 for FY2014. The City levies approximately 8.9% of this cost and is recommended to remain flat in the 2013 levy.
8. Public Parks – this levy is used to fund costs associated with public parks. Park costs which include: administration, maintenance, recreation, aquatics, Miller Park Zoo, and the Pepsi Ice Center (net of departmental revenues) are approximately \$5,795,569 for FY 2014. The City levies about 17.2% of these costs and is recommended to remain flat in the 2013 levy.
9. Social Security – this levy is used to fund costs associated with the cities portion of social security for eligible employees. The FY 2014 social security costs are estimated at

\$2,069,002; The City levies roughly 70% of this cost and is recommended to remain flat in the 2013 levy.

10. Library – this levy is used to fund costs associated with the Library. The FY 2014 estimated Library costs are \$4,513,477 net of departmental revenue. The City levied for 100% of the net Library costs in FY 2014. The 2013 levy will increase by \$33,263 to a total of \$4,546,710 as requested by the Library Board.

Expenditures related to the property tax levy are primarily related to operations with the exception of the Library estimate which includes contributions to capital, and any portions of the General Corporate component contributed to the road resurfacing program.

COUNCIL COMMITTEE BACKGROUND: A preliminary discussion of the 2013 tax levy was held at the October 21, 2013 Committee of the Whole and the estimated 2013 tax levy was presented at the November 12, 2013 City Council meeting both public meetings.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Both the Police and Fire Pension Boards have actively participated pension funding discussions and have been communicated with in regards to the Police and Fire Pension contributions portions of the 2013 tax levy.

FINANCIAL IMPACT/ANALYSIS: The City Manager and Finance Director recommend the Council adopt the tax levy as estimated of \$23,219,066 which increases the overall levy by \$33,233 to fund Library's FY2014 budget request. A redistribution of the remaining components of the levy enables the city to increase its pension funding for both the Police and Fire Pensions in accordance with the new Pension Funding Ordinance without increasing the overall levy.

Finance has created the attached three (3) exhibits: Exhibit 1 depicts the recommended levy by component; Exhibit 2 is the estimated impact to the individual homeowner; and Exhibit 3 is history of City's levies as previously adopted.

Respectfully submitted for Council consideration.

Prepared by: Patti – Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Attachments
Attachment 1. Ordinance
Attachment 2. Exhibit 1 - Estimated Tax Levy Proposal
Attachment 3. Exhibit 2 – Estimated Impact to Homeowners
Attachment 4. Exhibit 3 – History of Tax Levies

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2013 - _____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014 FOR THE CITY OF BLOOMINGTON

Be it ordained by the City Council of the City of Bloomington, Illinois:

Section One. (a) The sum of Twenty-three Million Two Hundred Nineteen Thousand and Sixty – Six dollars (\$23,219,066) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2013 and ending April 30, 2014, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2013 and ending April 30, 2014 as passed by the City Council of said City at its regular meeting held on the 8th of April, 2013, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation “Amount to be raised by Taxation”, the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MC LEAN COUNTY, ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2013 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows (\$1 difference due to rounding):

I.	General Corporate Purposes	\$1,287,233
II.	Police Protection Fund	1,354,421
III.	Fire Protection Fund	1,183,228
IV.	Public Parks	1,001,415
V.	Fire Pension Fund	3,946,000
VI.	Illinois Municipal Retirement Fund	2,502,907
VI.	FICA Taxes Fund	1,459,009
VII.	Police Pension Fund	3,758,000
VIII.	General Bond and Interest	2,180,143
XI.	Public Library Fund	<u>4,546,710</u>
		\$23,219,066

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the

appropriate tax books for the fiscal year of said City beginning May 1, 2013 and ending April 30, 2014.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$23,219,066.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

PASSED by the City Council of the City of Bloomington, Illinois, this 9th day of December, 2013.

APPROVED by the Mayor of the City of Bloomington, Illinois, this 10th day of December, 2013.

City of Bloomington 2013 Estimated Tax Levy Proposal

<i>Levy Component</i>	<i>2013 Estimated Tax Levy Proposal</i>
BONDS & INTEREST	\$ 2,180,143
FIRE PENSION [^]	\$ 3,946,000
FIRE PROTECTION	\$ 1,183,228
GENERAL CORPORATE	\$ 1,287,233
IMRF	\$ 2,502,907
POLICE PENSION [^]	\$ 3,758,000
POLICE PROTECTION	\$ 1,354,421
PUBLIC PARKS	\$ 1,001,415
SOCIAL SECURITY	\$ 1,459,009
LIBRARY ^{^^}	\$ 4,546,710
TOTALS	\$ 23,219,066
Dollar Increase/(Decrease) over Prior Year	\$ 33,233
Percent Increase/(Decrease) over Prior Year	0.14%

[^] Both the Police and Fire Pension levy components were increased by approximately \$1.6 million with a corresponding decrease in the General Corporate portion of the levy.

^{^^} The Library levy has been increased as requested by \$33,233.

City of Bloomington Estimated Impact to Homeowners based on the 2013 Tax Levy Estimate

Home Value	2012 Tax Levy	2013 Estimated Tax Levy Proposal	\$ Increase/(decrease)
100,000	\$ 438.66	\$ 437.55	\$ (1.11)
150,000	\$ 657.99	\$ 656.33	\$ (1.66)
160,000	\$ 701.85	\$ 700.08	\$ (1.77)
175,000	\$ 767.65	\$ 765.71	\$ (1.93)
180,000	\$ 789.58	\$ 787.59	\$ (1.99)
200,000	\$ 877.31	\$ 875.10	\$ (2.21)
225,000	\$ 986.98	\$ 984.49	\$ (2.49)
250,000	\$ 1,096.64	\$ 1,093.88	\$ (2.76)
300,000	\$ 1,315.97	\$ 1,312.65	\$ (3.32)
400,000	\$ 1,754.63	\$ 1,750.21	\$ (4.42)

** Please note that taxes listed above per homeowner are estimates based on the preliminary equalized assessed value and is subject to change based on the final equalized assessed value.

City of Bloomington History of Tax Levies

<i>Levy Type</i>	<i>2013 Estimated Tax Levy Proposal</i>	<i>2012 Adjusted Levy Amount</i>	<i>2011 Adjusted Levy Amount</i>	<i>2010 Adjusted Levy Amount</i>
AUDIT	\$ -	\$ -	\$ -	\$ -
BONDS & INTEREST	\$ 2,180,143	\$ 2,180,143	\$ 2,179,980	\$ 2,179,867
FIRE PENSION^	\$ 3,946,000	\$ 2,908,472	\$ 3,111,552	\$ 3,407,498
FIRE PROTECTION	\$ 1,183,228	\$ 1,183,228	\$ 1,183,182	\$ 1,183,182
GENERAL CORPORATE	\$ 1,287,233	\$ 2,901,180	\$ 2,973,867	\$ 1,927,000
IMRF	\$ 2,502,907	\$ 2,502,907	\$ 2,502,956	\$ 2,502,956
LIABILITY INSURANCE	\$ -	\$ -	\$ -	\$ -
POLICE PENSION^	\$ 3,758,000	\$ 3,181,581	\$ 3,306,933	\$ 4,057,967
POLICE PROTECTION	\$ 1,354,421	\$ 1,354,421	\$ 1,354,332	\$ 1,354,332
PUBLIC BENEFIT	\$ -	\$ -	\$ -	\$ -
PUBLIC PARKS	\$ 1,001,415	\$ 1,001,415	\$ 1,001,487	\$ 1,001,487
ROAD AND BRIDGE	\$ -	\$ -	\$ -	\$ -
SOCIAL SECURITY	\$ 1,459,009	\$ 1,459,009	\$ 1,459,097	\$ 1,459,097
LIBRARY	\$ 4,546,710	\$ 4,513,477	\$ 4,513,519	\$ 4,513,519
TOTALS	\$ 23,219,066	\$ 23,185,833	\$ 23,586,905	\$ 23,586,905
Dollar Increase/(Decrease)	\$ 33,233	\$ (401,072)	\$ -	\$ 230
Percent Increase/(Decrease)	0.14%	-1.70%	0.00%	0.00%

**ITEM 8B. SOLID WASTE PROGRAM AND TEXT
AMENDMENT TO CHAPTER 21. REFUSE.**

**WILL BE AVAILABLE
ON FRIDAY, DECEMBER 6, 2013**



FOR COUNCIL: December 9, 2013

SUBJECT: Downtown Bloomington Strategy

RECOMMENDATION/MOTION: That the Downtown Bloomington Strategy be accepted and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 6a. More beautiful, clean Downtown area; 6b. Downtown vision and plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6d. Healthy adjacent neighborhoods linked to Downtown; and 6e. Preservation of historic buildings.

BACKGROUND: In accordance with item #15 on the FY2014 Action Plan (*Downtown Master Plan*), staff directed Farr Associates to make several revisions to the Downtown Bloomington Strategy which was originally published in 2009. The study area includes the area locally referred to as Downtown Bloomington, which is roughly bounded by Locust St. to the north, Prairie St. to the east to Douglas St., Gridley St. to the east from Douglas St. to Jackson St., Jackson St. and Water St. to the south, and Lee St. to the west. Key areas of focus within the document include retail planning, land use recommendations, parking needs and mobility concerns, among others. Ultimately, this document provides a framework to guide conversations, drive development and trigger investment within Downtown.

Numerous edits were incorporated into the master plan presented herein and reflects direction provided by community groups, citizens, business owners and members of the City Council. A few key changes include:

- Removed text in regards to reconfiguring Madison - East couplet.
- Removed references to form-based codes and Main Street Corridor Redevelopment Plan.
- Removed references to Business Improvement District.

Given the size of the document, a hard copy was given to each Council member at the November 25 2013 Council meeting. Subsequently, a link was shared on the City's web site so that those individuals and community groups interested in reading the plan would have access as well. A full copy can be viewed by using the following link: <http://www.cityblm.org/index.aspx?page=531>.

Acceptance of the Downtown Bloomington Strategy is a critical step in stimulating development and investment within the Downtown community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association and Downtown Property Owners Group.

FINANCIAL IMPACT: No funding is needed to accept the Downtown Bloomington Strategy.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Reviewed by: Mark Huber, Director of PACE

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Resolution

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2013 - ____

**A RESOLUTION RECOMMENDING APPROVAL OF THE DOWNTOWN
BLOOMINGTON STRATEGY**

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

WHEREAS, it is highly recommended by the Downtown Bloomington Association for the governing body to adopt a Strategy for the future economic development of the Downtown; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of Bloomington to offer a vibrant Downtown; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of Bloomington to receive and accept the Downtown Bloomington Strategy and that said Strategy be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION ONE: That the Downtown Bloomington Strategy sponsored by the Downtown Bloomington Association is and the same is hereby accepted and placed on file and approved; however, the City Council explicitly does not approve funding mechanisms to implement said Strategy.

ADOPTED this ____th day of December, 2013.

APPROVED this ____th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(Seal)



FOR COUNCIL: December 9, 2013

SUBJECT: Downtown Hotel Feasibility Study

RECOMMENDATION/MOTION: That the Agreement with HVS for a hotel feasibility study in the amount of \$30,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 6b. Downtown vision and plan used to guide development, redevelopment and investments; and 6c. Downtown becoming a community and regional destination.

BACKGROUND: In accordance with item #24 on the FY2014 Action Plan (*Downtown Hotel Feasibility Study: Staff to complete study and present to Council*), staff issued a Request for Proposal on October 1, 2013 as a means to identify firms that could provide a hotel feasibility study as it pertains to the proposed Downtown Bloomington hotel development. Two (2) responses were received by the deadline of October 25, 2013; one from HVS and the other from PKF Consulting. The following table illustrates a comparison of the proposals:

Item Being Compared	HVS	PKF Consulting
Firm concentration	Specializes in hotel consulting and appraisal worldwide	Hospitality, tourism and real estate industries
Nature of data to be included in study	Proprietary	Industry
Actual hotel profit & loss statements available for reference	40,000	Not Specified
Similar studies completed annually	1,000	Not Specified
Include recommendations on funding models, mechanisms & revenue sources	Yes	No
Local experience	Marriott Hotel & Convention Center (Normal, IL) Holiday Inn & Convention Center (Tinley Park, IL) Renaissance Hotel & Convention Center (Schaumburg, IL)	No Illinois experience referenced
Cost	\$30,000 (all-inclusive)	\$18,000 base plus “travel, subsistence, courier service, data purchases, report production, data, graphics and other out-of-pocket expenses” and additional meetings/conference calls will be billed at hourly rates

Item Being Compared	HVS	PKF Consulting
Time to complete study	45 days	56 days

The following individuals reviewed and scored the two (2) proposals: Justine Robinson, Economic Development Coordinator, David Hales, City Manager, Elizabeth Au, NDC Financial Consultant, and Jon Johnston, Procurement Manager. After careful review of both proposals, the scoring committee is recommending the Agreement with HVS be approved. A few specific reasons for this decision include the fact that this firm specializes in hotel analysis and thus is able to utilize advanced approaches and methodology when conducting the study; the firm has access to a wealth of proprietary data and applies an exclusive scoring matrix when evaluating potential development opportunities; the firm continues to work in the Bloomington-Normal community and thus can provide insights and recommendations pertaining to the local market and its supply and demand cycles. Given the differences demonstrated in the table and the points outlined above, HVS stands out as an exceptional choice for the City's hotel feasibility study.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association, National Development Council, Town of Normal; written recommendations have been requested from HVS references including Ivan Baker, Director of Economic Development for Tinley Park, Barry Schwartz, Chief Financial Officer for HCW Development and John Frew, Principal at Frew Development Group.

During a conversation with HVS reference Ivan Baker, Director of Economic Development for Tinley Park, it was noted that HVS and the team members to which the City's proposal has been assigned are the "best" in the industry. He went on to explain that they truly listen to the needs of the elected officials, staff and community leaders when initiating a hotel feasibility study. Ultimately, Mr. Baker stated that this approach has resulted in "strong projects" being developed in Tinley Park. *Tinley Park, Illinois has a population of 58,000 and is located twenty-one (21) miles from the downtown Chicago loop ,thirteen (13) miles from Chicago Midway Airport and twenty-seven (27) miles south of Chicago O'Hare Airport.*

HVS reference Barry Schwartz, Chief Financial Officer of HCW Development, indicated that HCW has worked with HVS for a number of years on projects including hotel market studies to convention center analysis and appraisals. Mr. Schwartz stated that he would recommend working with Hans and the HVS team. *HCW is a development and construction management company whose projects include hotels, hotel and convention centers, retail lifestyle centers and public-private partnerships.*

Mr. Frew was out of town at the time verbal references were provided. *Frew Development Group provides a variety of services, including deal structuring, financing, design and construction management, regulatory compliance and planning for eventual facility operations. Types of projects include convention centers, entertainment venues, transportation centers, parking facilities, shopping centers, airports and more.*

FINANCIAL IMPACT: The proposed agreement reflects an all-inclusive cost of \$30,000 for Phase I of a hotel feasibility study. This offer is effective for thirty (30) days upon receipt; after that time, the proposed scope of work, schedule, and fees may be subject to change.

Funds are currently available in the Economic Development - Other Professional Services (10019170 - 70220). Stakeholders can locate this in the FY 2014 Budget book titled "Budget Overview and General Fund" on page 372.

Based on the findings of the market study, an additional analysis (Phase II) may be warranted regarding the economic impact of a specific development project within Downtown. Funding for this portion of the assessment would be outside of the scope of work and would likely occur during the subsequent fiscal year.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

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

CONFIRMATION

Client: Ms. Justine Robinson, City of Bloomington IL

Date: October 25, 2013

Your signature beneath the words "Agreed to and Accepted" signifies your agreement to employ the HVS division of CCG Holdings, LLC for the services described in the attached engagement letter and summarized here:

Type of Assignment:	Hotel Feasibility Study
Project Name:	Proposed Downtown Hotel
Site Location:	Bloomington, Illinois
Total Timing:	Approximately 45 days
Total Fee:	\$30,000, all-inclusive
Deliverable:	Electronic PDF report
Retainer:	Not Required
Additional Services (Optional)	None anticipated. HVS also provides development assistance, management contract negotiation, asset management, tax forecasting, and investment banking services, if requested.

In order to schedule our assignments and perform your study in accordance with the timing set forth above, we ask that you return an executed copy of this agreement as authorization to proceed with the proposed scope of work. This proposal will remain effective for 30 days from of the date at the top of this page.

HVS is a service mark licensed to CCG Holdings, LLC. Payment must be made in U.S. dollars, using either a check drawn on a U.S. bank, wire transfer, or ACH transfer of funds, **made payable to: CCG Holdings, LLC.** Notwithstanding the fee payment schedule set forth above, if, at any time while performing this assignment, it becomes necessary to suspend work for a period of 30 days or more, then we will be entitled to bill for the portion of the assignment completed up to the suspension, less any retainer paid.

It is agreed that the liability of the CCG Holdings, LLC, its employees and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff of CCG Holdings, LLC acting solely as employees and not as individuals. Any responsibility of CCG Holdings, LLC is limited to the client, and use of our product by third parties shall be solely at the risk of the client and third parties. The study described in this proposal will be made subject to certain assumptions and limiting conditions. A copy of our normal assumptions and limiting conditions will be provided upon request.



Hans Detlefsen, MPP, MAI, Managing Director
CCG Holdings, LLC (a licensee of the HVS service mark)

AGREED TO AND ACCEPTED: Ms. Justine Robinson, City of Bloomington IL

By: _____ Date: _____

HVS – 111 North Wabash Avenue, Suite 1717 Chicago, IL 60602 ♦ Phone 312-526-3885 ♦ Fax 213-285-4958

CONFIDENTIAL



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

DECEMBER 9, 2013

ADDITION TO CONSENT AGENDA

- Item 7B. 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.) *City Council Memorandum with Attachment 1.*

ADDITION TO REGULAR AGENDA

- Item 8B. Solid Waste Program and Text Amendment to Chapter 21. Refuse. (Recommend that the Text Amendment be approved and the Ordinance passed.) (30 minutes) *City Council Memorandum*



FOR COUNCIL: December 9, 2013

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 \$6,240,910.47, (Payroll total \$2,292,365.91, and Accounts Payable total \$3,948,544.56).

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)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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 Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: December 9, 2013

SUBJECT: Financial and Programmatic Policy Options Related to the Solid Waste Program

RECOMMENDATION/MOTION: Recommended that the Text Amendment to Sections 300.7 and 301.6 and addition of Sections 301.7 and 301.8 to Chapter 21 of the Bloomington City Code be approved and the Ordinance passed.

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

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

BACKGROUND: At the November 25, 2013 City Council Meeting, staff proposed ordinance amendments regulating solid waste operations which would address the Solid Waste Enterprise Fund structural deficit by eliminating the General Fund subsidy to solid waste operations by FY2018. The proposal by staff did not gain sufficient support from Council, however; a modified proposal has been drafted by the Mayor and several members of the Council intended for full Council consideration. The following table highlights current service, the previous staff proposal, and the modified proposal prepared by the Mayor and several Council members:

	Current Service	Previous Staff Proposal	Modified Proposal
Monthly fee	\$16 all carts	\$16 for 35-gallon carts, \$18 for 65-gallon carts, \$20 for 95-gallon carts in FY2015, and \$3 stickers for any additional bags; in FY2016 each cart size would experience a \$2 increase; in FY2017 there would be no fee increase; and in FY2018 each cart size would increase by \$1.	\$16 for 35-gallon carts; \$21 for 65-gallon carts; \$25 for 95-gallon carts; \$3 stickers for any additional bags
Bulk Waste	2 loads ¹ per week no additional charge, \$25 each additional load	\$25 for every load	1 load every other week at no additional charge, \$25 each additional load
Brush, yard waste²	Unlimited pickup at no additional charge	2 loads of brush waste per week at no additional charge, \$25 each load after, leaf collection unlimited pickup at no additional charge	Unlimited pickup at no additional charge
Recycling	Every other week, no additional charge	Every other week, no additional charge	Every other week, no additional charge
Automated Refuse Cart	Original cart provided at no charge	Original cart provided at no charge	Original cart provided at no charge, \$30 fee for increased cart size change

Automated Recycle Cart	\$60 additional cart fee		No charge for additional cart ³ .
¹ Load means 1 front end loader bucket scoop with a volume capacity of 2.25 cubic yards ² Grass clippings must be delivered by residents to the City's drop off facility. All other brush and yard waste is collected curbside ³ If approved staff will work to reimburse the ~30 solid waste customers which have already purchased a second recycle cart.			

Financial Analysis

The following revenue and expense projections for the Modified Proposal account for reduced operational expenses and increased revenue in the City's Bulk Waste Program (a program which has been found to be 10 times more expensive than containerized curbside collection), as well as increased revenue due to the introduction of a Pay As You Throw (PAYT) sticker program. These projections are dependent upon assumptions developed in collaboration with Raffetis Financial Consultants in forecasting the amount of customers desiring 35-gallon, 65-gallon, and 95-gallon refuse carts:

Summary of Revenue and Expenses (in 000s)			
Revenue	FY2013 Actual¹	FY2014 Projected²	FY2015 Projected³
<i>Beginning Budgetary Fund Balance</i>	\$966	\$429	\$0
Curbside Rate Revenue	\$4,869	\$4,833	\$7,136
Bulky/Brush Revenue	20	36	30
General Fund Transfer	1,304	2,116	0
Other Revenue	202	212	213
Total Revenue	\$6,395	\$7,197	\$7,379
Expenses			
Labor and Labor-related	3,485	3,848	3,521
Materials and Supplies	2,133	2,464	2,474
Debt Service	1,074	1,074	1,142
Transfers	240	240	242
Total Expenses	6,932	7,626	7,379
Surplus/(Shortfall)	(537)	(429)	0
<i>Ending Budgetary Fund Balance:</i>	429	0	0 ⁴
Surplus/(Shortfall) as % of Revenue	-8.4%	-6.0%	0.0%
¹ FY2013 Adjusted to audited actuals ² FY2014 General Fund Transfer was adjusted to compensate for variance in fund balance as projected. ³ FY2015 Debt Service was adjusted up for FY2015 request for 1 automated truck of \$325,000 for 5 years at 2%.			

⁴FY2015 The City's fund balance policy is to maintain working cash of two months of operations or a minimum of 10% of revenues in an enterprise fund.

As drafted by the Mayor and several members of the Council, the Modified Proposal is projected to eliminate the need for a General Fund subsidy in FY2015. These revenue forecasts are based on the following number of customers desiring specific varied cart sizes:

Carts:	FY2015
35 gallon refuse cart	2,000
65 gallon refuse cart	8,000
95 gallon refuse cart	15,000
Subtotal - # of refuse carts	25,000

Operational Analysis

The Modified Proposal represents some challenges which are important to highlight. Bi-weekly bulk waste collection is a significant challenge which staff does not believe will yield large cost savings. To collect bulk waste the City utilizes large front end loaders with a bucket scoop in the front. The loader scoops up bulk waste curbside and dumps the materials into a dump truck. Once the dump truck is full, the truck leaves for the landfill and another empty dump truck takes its place. Staff is concerned that switching to bi-weekly bulk waste service will generate two times the volume of a normal bulk waste collection week. This would result in the dump trucks filling up quicker with bulk waste while the front end loader sits and waits for the next available dump truck to make it back from the landfill. This would result in slower and less efficient operations. It is also important to note that staff utilizes the same equipment for bulk waste collection as they do brush collection. With this in mind, another concern to reducing bulk waste to every other week but keeping brush collection every week is the best utilization of equipment and resources. Staff will already be servicing every home for brush collection each week but will be returning on alternating weeks for bulk waste collection. This will inherently introduce confusion amongst customers and would not represent the best use of City resources. **Staff would recommend continuing weekly bulk waste service and incorporating the Modified Proposal's recommendation of 1 free bucket load and \$25 for each additional bucket load.**

Future Consideration (Not intended to delay any current decision before the Council)

Staff plans to research and evaluate the feasibility of weekly recycle collection. Weekly collection has the potential to increase efficiencies, reduce confusion, enhance customer service and further increase the City's waste diversion from the landfill. This is not something staff has available at this time but plans to fully vet the cost benefits of implementing such a program.

Unlimited brush waste collection exposes the program to potential abuse. The City does experience instances where individuals take advantage of the unlimited service and unfairly reap benefits which are afforded by the average customer. Recently, a customer had 7 large trees out for collection which were claimed to be cut down by the individual overnight without the assistance of a contractor. In these instances the City has collected the materials for the

customers. On a regular weekly basis, the City does not collect more than a dozen stops which have over 2 bucket loads of brush waste.



Above is 1 cubic yard of mulch. The bed of a standard sized pick-up truck will hold 2 cubic yards of mulch, which would be level with the top. Each bucket load provided by the City is 2.25 cubic yards. Two bucket loads provided by the City totals 4.50 cubic yards of waste.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Lengthy research, public discussions, citizen surveys (almost 800 citizen responses), interactive focus group sessions with landlords and the general public, and seven presentations to Council regarding the status of the Solid Waste Program Analysis has occurred over the past year regarding the full range of refuse services.

FINANCIAL IMPACT: Historically, the General Fund (or taxpayers) has subsidized the City's refuse operations. Initially, the subsidy was 100 percent. The City did not establish a fee until 2004. The subsidy for FY2014 is projected to be 29 percent. The City will continue to analyze this Fund since a 29 percent subsidy represents approximately \$2.1 million loss in uncovered costs. It is projected that by the end of FY2014, the Solid Waste Fund will have a zero fund balance. **The City's fund balance policy for enterprise funds requires working cash of two months of annual operations or minimum of 10% of annual revenues.**

Respectfully submitted for Council consideration.

Prepared by: Alex McElroy, Assistant to the City Manager

Reviewed by Finance: Patti-Lynn Silva, Director of Finance

Legal Review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales, City Manager

Attachments: Attachment 1. Ordinance Option #3

Motion: Recommended that the Text Amendment to Sections 300.7 and 301.6 and addition of Sections 301.7 and 301.8 to Chapter 21 of the Bloomington City Code be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

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

ORDINANCE 2013 - _____

**AN ORDINANCE AMENDING CHAPTER 21 OF THE BLOOMINGTON CITY CODE
RELATING TO REFUSE SERVICES
BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:**

SECTION 1. That Sections 300.7 and 301.6 of Chapter 21 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Section 300.7: Bulk Waste Collection.

Bulk waste and building waste may be collected by the City under rules established by the Director of Public Works and approved by the City Manager, but only with respect to bulk waste or building waste generated or created by the occupant or owner of residential property, with proper permits, as needed. The City will not collect bulk waste or building waste generated or created by any contractor, subcontractor or other person for hire and/or bartering. The City will not collect any sod, concrete, bricks or shingles unless the resident who participates in the bulk waste collection program requests a pickup of such sod, concrete, bricks or shingles. After such a request is made, the City will pick up such sod, concrete, or shingles and will charge the resident for the actual cost of the pickup and disposal of such material for anything beyond thirty-five pounds of material. The determination by the City of the weight of the material shall be final. ~~The volume limit on regular bulk waste items (excluding sod, concrete, bricks or shingles) will be two loader buckets per week.~~ The City will charge the resident twenty-five (\$25.00) dollars per loader bucket for anything collected over one loader bucket weekly ~~two loader buckets per week.~~

Section 301.6: Refuse Fee.

Effective May 4, 2012, there shall be a charge for refuse collection of refuse to the owner and/or occupant of every dwelling unit for which refuse service is actually provided by the City. Such fee shall be in the amount of sixteen dollars (\$16.00) per month per single family dwelling and sixteen dollars (\$16.00) per month for each unit in a two family or multi-family dwelling. Effective May 1, 2014, for a single family dwelling and for each unit in a two family or multi-family dwelling, such fee shall be based on the size of the refuse cart as follows: sixteen dollars (\$16.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for one 35-gallon refuse cart; twenty-one dollars (\$21.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for one 65-gallon refuse cart; and twenty-five dollars (\$25.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for a 95-gallon refuse cart.

The refuse fee shall be payable on a monthly basis. There shall be a thirty dollar (\$30.00) fee for any additional refuse carts provided by the City that are larger than the original cart. There shall be no charge for additional refuse carts that are the same size as the original cart or smaller. Failure to pay the fee upon billing by the City may result, at the City's option, in the placement of

a lien against the real estate or may result in the filing of a complaint in Circuit Court seeking a personal judgment against the owner or persons interested in the property subject to such refuse fee, termination of refuse ~~services~~ ~~ser-vices~~, termination of water service or other remedies. The election of a particular remedy shall not constitute a waiver of any other remedy available to the City for collection of the refuse fee.

The owner of the dwelling unit, the occupant thereof and the user of the services shall be jointly and severally liable to pay such refuse fee and the services are furnished to the dwelling unit by the City only on the condition that the owner of the dwelling unit, occupant thereof and user of the refuse service are jointly and severally liable. The refuse fee for such refuse collection shall be paid in advance, for which the City of Bloomington shall provide refuse collection ~~service~~ ~~ser-vice~~ to the dwelling unit at least once each week.

SECTION 2. That the Bloomington City Code, as amended, be further amended by adding Sections 301.7 and 301.8 to Chapter 21 as follows:

Section 301.7: Pay As You Throw Refuse Sticker.

An owner and/or occupant of a dwelling unit for which refuse service is provided by the City may purchase a refuse sticker in the amount of three dollars (\$3.00) to pay for overflow bags of refuse set outside the automated refuse carts. These stickers shall be sold at designated locations to be determined by the City.

Section 301.8: Low-Income Refuse Fee Discount.

The City may offer a discounted rate for refuse collection based on an individual's income. The qualifying criteria for this discount shall be based on the federal poverty guidelines as provided in the *Federal Register* issued by the U.S. Department of Health and Human Services each year. Effective May 1, 2014, an owner and/or occupant of a dwelling unit for which refuse service is provided by the City, whose income level falls within the poverty guidelines, shall pay a fee in the amount of sixteen dollars (\$16.00) per month, per single family dwelling.

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

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective ten (10) days after the date of its publication.

SECTION 6. 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 December, 2013.

APPROVED this _____ day of December, 2013.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk