

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, APRIL 27, 2015 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments/*Presentations***
 - A. Recognition of Alderman Judy Stearns, presented by Tari Renner, Mayor. (*Time 5 minutes.*)**
 - B. Oath of Office – Patrick Ryan, Water Director.**
 - C. Recognition Presentation of the Tree City USA Award, presented by David Lamb, Assistant Superintendent of Parks. (*Time 10 minutes.*)**
 - D. Appointment of Ms. Brandi Sweeney to the John M. Scott Health Care Commission (JMSHCC).**
 - E. Appointment of Robert W. Porter to the Board of Library Trustees.**
 - F. Proclamation Declaring May 2015 to be the Building Safety Month, presented by Tari Renner, Mayor. (*Time 5 minutes.*)**
 - G. Proclamation Declaring May 3 - May 9, 2015 Municipal Clerk's Week, presented by Tari Renner, Mayor to Renee Gooderham, Interim City Clerk. (*Time 5 minutes.*)**
 - H. Proclamation Declaring April 28, 2015 Anne Weston McGowan Day, presented by Tari Renner, Mayor to Michael Brown, Executive Director, Ecology Action Center. (*Time 5 minutes.*)**
 - I. Presentation of the Flouridation Award, presented by Brett Lueschen, Interim Water Director. (*Time 5 minutes.*)**

7. “Consent Agenda”

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

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

- A. Council Proceedings of April 13, 2015 and Work Session of March 9, 2015. (Recommend that the reading of the minutes of the previous Council Proceedings of April 13, 2015 and Work Session of March 9, 2015 be dispensed with and the minutes approved as printed.)**
- B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)**
- C. Appointments to John M. Scott Health Care Commission (JMSHCC), Scott Estate Health Care Trust Investment Committee, and Board of Library Trustees. (That the Appointments be affirmed.)**
- D. Acceptance of a \$20,000 Donation from Curative Health Inc., a subsidiary of Columbia Care LLC to create summer jobs for At Risk Youth. (That the donation in the amount of \$20,000 be accepted and earmarked for funding At Risk Youth.)**
- E. Accepting Permanent and Temporary Water Main Easements at 1200 and 1203 S. Main St. Normal, IL. (Recommend that the Payment to Advocate BroMenn for Permanent Easements in the amount of \$34,500 and for Temporary Easements in the amount of \$1,000 for the Main St. Transmission Main Relocation Project be approved and the Mayor and City Clerk authorized to execute the necessary documents in a final form approved by the City Manager.)**
- F. Waive the Formal Bid Process as a limited source and Approve Agreement with Starnet Technologies, Inc. (Recommend to Waive the Formal Bid Process as a limited source and Approve Agreement with Starnet Technologies, Inc. in the amount of \$58,699.51 and the Mayor and City Clerk authorized to execute the necessary documents.)**
- G. Analysis of Bids and Contract Award to George Gildner Inc., for the Jackson and Catherine St. Sewers (Bid # 2015-59). (Recommend that the bid for Jackson and Catherine St. Sewers be awarded to George Gildner, Inc. in the amount of \$360,000 and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- H. Ratification of Contract with Laborers International Union Local 362 Inspectors. (That the contract be ratified.)
- I. Ratification of Contract with Laborers International Union Local 362 Parking Enforcement. (That the contract be ratified.)
- J. Ratification of Contract with Laborers International Union Local 362 Support Staff. (That the contract be ratified.)
- K. Dissolution of Downtown Special Tax Allocation Fund and Terminating the Designation of the Downtown Bloomington Redevelopment Project Area. (That the Ordinance be passed.)
- L. Special Tax Allocation Fund Dissolution of the Market Square Redevelopment Project Area and Tax Increment Financing (TIF) Amended Budget Ordinance. (That the Dissolution Ordinance of the Market Square Redevelopment Project Area TIF and the Amended Budget Ordinance adding \$1,815 to the Market Square TIF - Interest on Investments (30300300-56010) and Other Purchased Services (40300300-70690) and the reallocating of \$306,233.25 – Other Purchased Services (30300300-70690) to the General Fund (30300300-89100) be approved and the Mayor and City Clerk authorized to execute the necessary documents.)
- M. Lake Bloomington Lease Transfer Petition for Lot 1, Block 24 of Camp Potowatomie, from William B. Eaton, and the heirs of his two sons to Jennifer Jo Peifer. (That the Lake Lease Transfer be approved and the Mayor and City Clerk authorized to execute the necessary documents.)

8. “Regular Agenda”

- A. Contract Award to Midwest Fiber, Inc. for receiving recyclables. (Recommend that the Contract for receiving recyclables be awarded to Midwest Fiber, Inc. and the Mayor and City Clerk authorized to execute the necessary documents.) (*Time 20 minutes. Presentation 5 minutes, Q/A 15 minutes.*)
- B. Columbian Homes Association. (*Time 25 minutes. Staff Presentation 5 minutes. Knights of Columbus Presentation 5 minutes, Discussion 15 minutes.*)
- C. Presentation of Annual Fire Department Report, presented by Brian Mohr, Fire Chief. (*Time 35 minutes. Presentation 20 minutes, Q/A 15 minutes.*)
- D. An Ordinance Establishing the Salary for the City Manager. (That the Ordinance be passed.) (*Time 10 minutes.*)
- E. Fiscal Year 2015 Budget Amendment. (That the Amendment is approved and the Ordinance passed.) (*Time 15 minutes. Presentation 5 minutes, Q/A 10 minutes.*)

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

- 12. Executive Session - cite section**
- 13. Adjournment**
- 14. Notes**

Bloomington Parks, Recreation & Cultural Arts

Celebrating our
28th Year
as a
TREE CITY USA



What is Tree City USA?



TREE CITY USA®

*A national
program that
provides the
framework for
community
forestry
management
for cities and towns
across America.*



REQUIREMENTS

- 1 *A Tree Board or Department*
- 2 *A Tree Care Ordinance*
- 3 *A Community Forestry Program With an Annual Budget of at Least \$2 Per Capita*
- 4 *An Arbor Day Observance and Proclamation*



**What are the
benefits to
Bloomington
by being a
Tree City USA?**



Reduce Costs

for energy, storm water management,
and erosion control. Trees yield up to
three times their cost in overall benefits
to the city, averaging **\$273** per tree.

SOURCE:  Arbor Day Foundation™



Cut energy consumption

by up to 25%. Studies indicate that as few as three additional trees planted around each building in the United States could save our country \$2 billion, annually, in energy costs.

SOURCE:  Arbor Day Foundation[™]



Boost property values

across your community. Properly placed trees can increase property values from 7-21% and buildings in wooded areas rent more quickly and tenants stay longer.

SOURCE:  Arbor Day Foundation™



Build stronger ties

to your neighborhood and community.

**Trees and green spaces directly correlate
to greater connections to the neighbor-
hood and neighbors.**

SOURCE:  Arbor Day Foundation™





OUR FORESTRY DIVISION

Jay Tetzloff

Bob Moews
Superintendent of Parks

David Lamb
Assistant Superintendent of Parks

Will Jackson
Forester

Steve Connor
Forester

Greg Winterland
Forester

Forestry Division

Since last spring, Parks Maintenance crews:

- Trimmed over 2,470 trees
- Performed 926 removals to prevent the destructive path of the Emerald Ash Borer (EAB)
- Planted 630 new trees



Emerald Ash Borer

Information

- **First discovered in Bloomington July 18th, 2008**
- **4020 ash trees on City Property in 2008**
- **1200 remaining**
- **All standing dead ash or hazardous have been removed**
- **2 Ash only inventories have been completed**
- **250 specimen ash have been treated on a two year program, starting in 2013**



ONGOING EFFORTS

*Ongoing
projects in
Forestry Division...*

- Ash management
- Sidewalk and tree conflicts and solutions
- Updating tree inventory – Ash
- Planting approximately 600 trees a year



PROCLAMATION

Declaring May 2015 to be Building Safety Month

WHEREAS, our Bloomington's continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and,

WHEREAS, our confidence is achieved through the devotion of vigilant guardian—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and other in the construction industry who work year-round to ensure the safe construction of buildings; and,

WHEREAS, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state, and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the Buildings where we live, learn, work, worship, play; and,

WHEREAS, the International Codes, the most widely adopted building safety, energy, and fire prevention codes in the nation, are used by most U.S cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes; and,

WHEREAS, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code official who assure us of safe, efficient and livable buildings; and,

WHEREAS, "Resilient Communities Start with Building Codes" the theme for Building Safety Month 2015, encourages all Americans to raise awareness of the importance of building safe and resilient construction, fire prevention, disaster mitigation, water safety and conservation, energy efficiency and new technologies in the construction industry. Building Safety Month 2015 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship, and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and,

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property;

NOW, THEREFORE, I, Tari Renner, on behalf of the City of Bloomington, do hereby proclaim
May 2015 as

Building Safety Month

I encourage our citizens to join with their communities in participation in Building Safety Month activities.


Tari Renner
Mayor




Rehee Gooderham
Interim City Clerk



April 23, 2015

Building Statistics for the current Fiscal Year

Contact: Tom Dabareiner, PACE Department, 309-434-2446

In the last 12 months, the Building Division processed about 4,500 building permits, with construction value estimated to reach \$56 million. More than 5,000 inspections were performed, all with a focus on compliance, health and public safety.

Building Safety Division Names

- Mike Alwes
- Mike Conroy
- Bob Coombs
- LuAnn Eustice
- Garry Hinderliter
- Aaron Kinder
- Linda Webner

###

PROCLAMATION

Declaring May 3-9, 2015, to be Municipal Clerk's Week

WHEREAS, *The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and,*

WHEREAS, *The Office of the Municipal Clerk is the oldest among public servants; and,*

WHEREAS, *The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and,*

WHEREAS, *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and,*

WHEREAS, *Municipal Clerks continually strive to improve the administration of the affairs of the office of the Municipal Clerk through participation in education programs and professional organizations; and,*

WHEREAS, *it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk,*

NOW, THEREFORE, *I, Tari Renner, Mayor of, the City of Bloomington do recognize the week of
May 3-9, 2015, as*

Municipal Clerk's Week


Tari Renner
Mayor


Renee Gooderham
Interim City Clerk

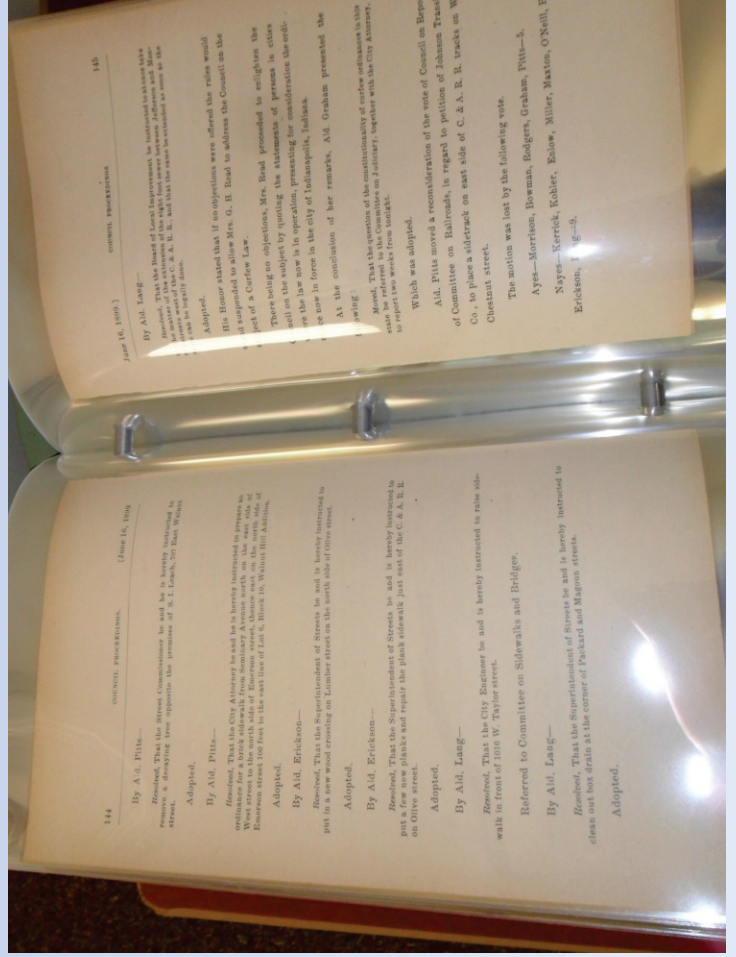
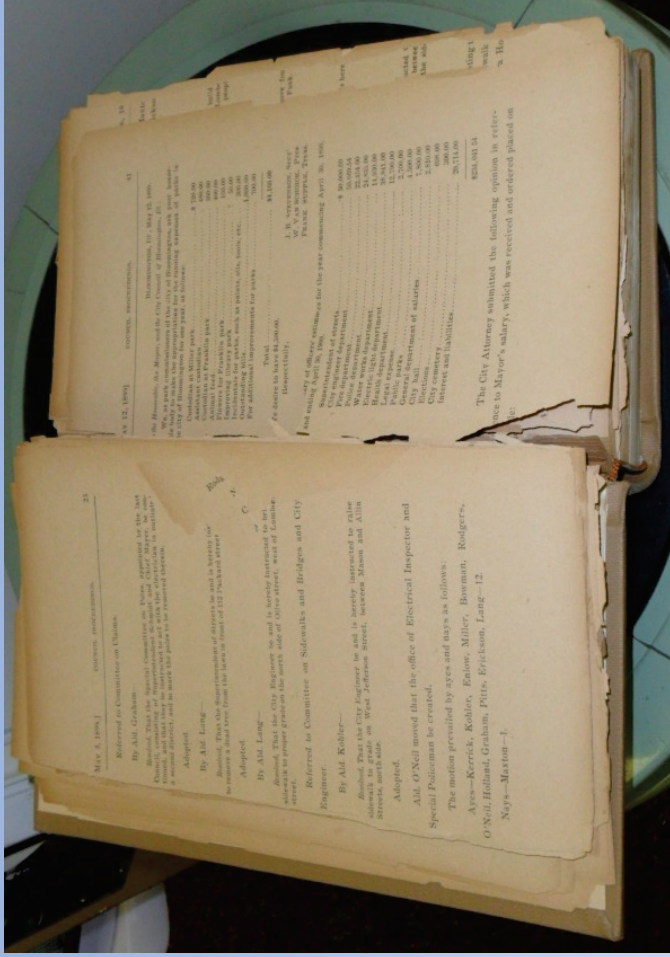


Municipal Clerks Week May 3 – May 9

City Clerk's office



- 24 City Council Meetings
- 11 Committee of the Whole Meetings
- 36 Special Session Meetings
- Work Session Meetings
- Retreats/Budget Meetings
- 12 Police & Fire Commission Meetings
- 12 Liquor Commission Meetings



The Numbers

- FOIA: 1177 in 2014; 1237 in 2013.
- Bids: 81 in 2014; 79 in 2013.
- Contracts: 139 in 2014; 107 in 2013.
- Taxi/VFH Drivers: 141 in 2014; 157 in 2013.
- Special Events: 69 in 2014; 70 in 2013.
- Block Parties: 15 in 2014; 19 in 2013.
- Licenses: 457 in 2014; 433 in 2013.
- Solicitor: 178 in 2014; 234 in 2013.
- Lake Leases: 223.
- Revenue from Licenses/Lake Leases: \$467,130.54 in 2014; \$267,190.15 in 2013*.

PROCLAMATION

Declaring Tuesday, April 28, 2015, to be Anne Weston McGowan Day

WHEREAS, *Anne Weston McGowan was an active and dedicated volunteer in the nonprofit organization formerly known as Operation Recycle since its inception in a one-day recycling drive in 1971; and,*

WHEREAS, *Operation Recycle created and provided recycling services to the Bloomington and Normal Community for over two decades until the assumption of this role by the municipal agencies; and,*

WHEREAS, *Anne Weston McGowan worked to educate local school children and adults about the importance of recycling and led these efforts as the first Director of the Ecology Action Center, the nonprofit environmental agency that evolved from Operation Recycle; and,*

WHEREAS, *Anne Weston McGowan demonstrated passion, dedication and leadership in this community, inspiring generations of Mclean County residents to act as proper stewards of our environment and natural resources; and,*

WHEREAS, *Anne Weston McGowan passed away on Saturday, March 7, 2015, following a lifetime of service to this community; and,*

WHEREAS, *April is celebrated as Earth Month, when we recognize the importance of a healthy environment,*

**NOW, THEREFORE, I, Tari Renner, on behalf of the City of Bloomington, do hereby proclaim
April 28, 2015, as**

Anne Weston McGowan Day


Tari Renner
Mayor




Renee Gooderham
Interim City Clerk



Water Department Fluoridation Award



Awards this certificate of commendation to

Bloomington Water Department

in recognition of achieving the highest standard of compliance for at least FIVE years
in accordance with the Illinois Fluoridation Act

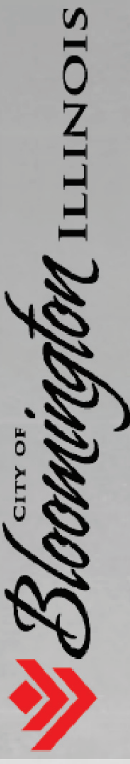
2007-2014

By the Division of Oral Health
and
Illinois Environmental Protection Agency
Division of Water, Public Water Supplies



Donny Moody
Acting Chief, Division of Oral Health
Illinois Department of Public Health

W. David M. M. M.
Manager, Public Water Supplies
Illinois Environmental Protection Agency



Water Department *Fluoridation Award*

- Community Water Fluoridation is a highly effective disease prevention Program.
- Maximum oral health benefits are provided to the public when the level of fluoride are maintained within the optimal range.
- IDPH optimal range is 0.9 to 1.2
- Bloomington strives to keep the fluoride at 1.0



CITY OF
Bloomington ILLINOIS

Water Department Fluoridation Award

- Water Operators who maintain the correct level of fluoride in the drinking water contribute towards preventive oral health of communities than the combined efforts of all oral health professionals.



FOR COUNCIL: April 27, 2015

SUBJECT: Council Proceedings of April 13, 2015 and Work Session of March 9, 2015

RECOMMENDATION/MOTION: Recommend that the reading of the minutes of the previous Council Proceedings of April 13, 2015 and Work Session of March 9, 2015 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of April 13, 2015 and Work Session of March 9, 2015 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Interim City Clerk

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for April 13, 2015
Attachment 2: Draft Work Session for March 9, 2015

Motion: That the reading of the minutes of the previous Council Proceedings of April 13, 2015 and Work Session for March 9, 2015 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, April 13, 2015.

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

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

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

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

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

Josh Schmidgall, 2212 Beacon Ct., addressed the Council. He believed that \$14 million should be invested in people not buildings.

Nancy Miller, 2109 E. Gate Dr., addressed the Council. She had heard the Mayor speaking on the radio. He had referred to the Drop off Facility as the City Dump. She was offended by same.

Julian Sigler, 904 W. Grove St., addressed the Council. He believed Public Works (PW) and Solid Waste (SW) had a bulls eye on them for six (6) years. The Department had reduced staff by fifteen (15) personnel. He noted that PW also maintained alleyways, street sweeping, cleaning medians. Snow plow workers had restricted hours. A happy median was required between fee increases and subsidizing programs. SW pickups were tracked. He believed same equaled 4000 stops.

Patricia Martin, 1114 E. Grove St., addressed the Council. She had returned from a conference in Chicago on American Society and Aging.

Carl Woodward, 1707 Clearwater, addressed the Council. He believed the Council had lost effectiveness. Same need to provide goals and guidelines to David Hales, City Manager. They needed to look at the big picture. As a group they needed to work together, sticking to their decisions and list to Mr. Hales to be effective.

Gary Lambert, 3018 E. Oakland, addressed the Council. He noted that income tax freedom day was April 24, 2015. He believed that local taxes cost more than housing food and clothing.

Alton Franklin, 508 Patterson Dr., addressed the Council. He noted that ten percent (10%) of register voters participated in the last election.

Aaron LeNove, 1009 S. Madison St., addressed the Council. He believed the reinstatement of Scott Oglesby was unacceptable. He requested a civilian review board review allegations of harassment from citizens.

The following was presented:

Oath – Andrew Coe and Christopher McFarland, Entry Level Firefighters.

Chief Brian, Mohr introduced Andrew Coe and Christopher McFarland Entry Level Firefighters. Their one (1) year probation ended April 7, 2015. Mr. Coe was accompanied by his finance Elizabeth Waldorf. Mr. McFarland was accompanied by his wife Christie and son Carmeron.

The following was presented:

Student Presentation by Nagisa Sugarwara from Asahikawa, Japan.

Nagisa Sugarwara, addressed the Council. She had been in America for eight (8) months. She was attending Bloomington High School. She had six (6) siblings with her host family. She enjoyed choosing classes to attend. She noted that in Japan she cannot drive. She would attend schooling to become a teacher in Japan. She will return home June 2015.

The following was presented:

Bloomington - Normal Economic Development Council Update Presented by Kyle Ham, Chief Executive Officer, Bloomington - Normal Economic Development Council.

Kyle Ham, Chief Executive Officer (CEO), Bloomington - Normal Economic Development Council, addressed the Council. He had been the CEO for three (3) months. He intended on visiting with the 140 members' one on one. He believed McLean County had opportunities for growth. He noted four economic drivers: financial, agricultural, health care and education. He believed being too comfortable was risky.

He was currently working with existing businesses for retention. He believed the Downtown had potential for growth. Same should be capitalized on. Growth was the best way to generate revenue.

The following was presented:

Proclamation Declaring April 7, 2015, as National Service Recognition Day Presented by Tari Renner, Mayor to Brittany Cornell, Assistant Director Retired and Senior Volunteer Programs, Mclean County YWCA.

The following was presented:

Appointment of Noha Shawki to the Bloomington Normal Sister City Committee (Japan).

The following was presented:

Appointment of Carol Koos and Michael Raikes to the Board of Library Trustees.

The following was presented:

Appointment of Ann Bailen to the Historic Preservation Committee.

The following was presented:

Appointment of Eman Elsayed to the Human Relations Commission.

The following was presented:

Appointment of Megan Schubert to the Planning Commission.

The following was presented:

Reappointment of Marlene Gregor and Patricia Morin to the Citizen's Beautification Committee.

The following was presented:

Reappointment of Matthew Giordano and Sherry Galbreath to the Cultural District Commission.

The following was presented:

Reappointment of J. Alan Balmer and James Richard Pearson to the Planning Commission.

The following was presented:

Reappointment of Donald A. Wilkey to the Police Pension Board.

The following was presented:

Reappointment of Michael J. Buragas to the Regional Planning Commission.

The following was presented:

SUBJECT: Council Proceedings of March 23, 2015 and Special Session of March 7, 2015

RECOMMENDATION/MOTION: Recommend that the reading of the minutes of the previous Council Proceedings of March 23, 2015 and Special Session of March 7, 2015 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of March 23, 2015 and Special Session of March 7, 2015 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the reading of the minutes of the previous Council Proceedings of March 23, 2015 and Special Session Proceedings of March 7, 2015 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$4,974,078.61, (Payroll total \$2,500,884.51, Accounts Payable total \$2,473,194.10)

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment of Cherry Lawson as City Clerk

RECOMMENDATION/MOTION: Recommend that a motion be approved consenting to the appointment of Cherry Lawson as the City Clerk for the City.

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

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

BACKGROUND: The City Code, Chapter 2, Section 45.1, provides the City Clerk shall be appointed by the City Manager with the advice and consent of the Council for an indefinite period. Cherry Lawson was identified as the most qualified individual to succeed Tracey Covert as City Clerk. Ms. Lawson will begin her position on May 11, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A job posting was published through Experience Inc. on December 19, 2014; with Illinois Municipal League on December 16, 2014; and with the Association of Records Management Administrators, the League of Wisconsin Municipalities, the Iowa League of Cities, the Ohio Municipal League, the Indiana Association of Cities and Towns, the Michigan Municipal League, and the Kentucky League of Cities on December 15, 2014. Ads were placed with International CMA and the Bloomington Chamber of Commerce on December 19, 2014, as well as in numerous local and regional newspapers. A total of 14 applications were received.

FINANCIAL IMPACT: There are budgeted funds for this position in the FY15 Budget and the FY16 Budget if approved.

Respectfully submitted for Council consideration.

Prepared by: Beth Oakley, Executive Assistant

Reviewed by: David A. Hales, City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that a motion be approved consenting to the appointment of Cherry Lawson as the City Clerk for the City.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments and Reappointments to Various Boards and Commissions

RECOMMENDATION/MOTION: Recommend that the Appointments and Reappointments be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of:

Noha Shawki of 816 E Monroe, Bloomington, IL 61701 to the Blm-Nml Sister City Committee (Japan). Her three (3) year term will be 5/1/15 – 4/30/18.

Carol Koos of 305 Woodland Avenue, Bloomington, IL 61701 to the Board of Library Trustees. Her three (3) year term will be 5/1/15 – 4/30/18.

Michael Raikes of 1520 N Clinton Blvd., Bloomington, IL 61701 to the Board of Library Trustees. His three (3) year term will be 5/1/15 – 4/30/18.

Ann Bailen of 1406 N. Clinton Blvd, Bloomington, IL 61701 to the Historic Preservation Committee. Her three (3) year term will be 5/1/15 – 4/30/18.

Eman Elsayed of 410 E Washington Street, Apt. #304, Bloomington, IL 61701 to the Human Relations Commission. Her three (3) year term will be 5/1/15 – 4/30/18.

Megan Schubert of 20 Brickyard Drive, Apt. D16, Bloomington, IL 61701 to the Planning Commission. Her three (3) year term will be 5/1/15 – 4/30/18.

I ask your concurrence in the reappointment of:

Marlene Gregor of 107 W Market Street, Bloomington, IL 61701 to the Citizen's Beautification Committee. Her three (3) year term will be 5/1/15 – 4/30/18.

Patricia Morin of 1405 N Clinton Blvd, Bloomington, IL 61701 to the Citizen's Beautification Committee. Her three (3) year term will be 5/1/15 – 4/30/18.

Matthew A. Giordano of 2 Turtleback Court, Bloomington, IL 61705 to the Cultural District Commission. His three (3) year term will be 5/1/15 – 4/30/18.

Sherry Galbreath of 3 Mallard Court, Bloomington, IL 61704 to the Cultural District Commission. Her three (3) year term will be 5/1/15 – 4/30/18.

J. Alan Balmer of 16 Fountain Lake Court, Bloomington, IL 61704 to the Planning Commission. His three (3) year term will be 5/1/15 – 4/30/18.

James Richard Pearson of 14 Hearthstone Court, Bloomington, IL 61704 to the Planning Commission. His three (3) year term will be 5/1/15 – 4/30/18.

Donald A. Wilkey of 107 Ruth Road, Bloomington, IL 61701 to the Police Pension Board. His three (3) year term will be 5/1/15 – 4/30/18.

Michael J. Buragas of 23 White Pl, Bloomington, IL 61701 to the Regional Planning Commission. His two (2) year term will be 5/1/15 – 4/30/17.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Asst.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Painter that the Appointments and Reappointments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Replacement Trucks for the Water Department

RECOMMENDATION/MOTION: Recommend that the purchase of two (2) Ford F150 Pickup Trucks from Roesch Ford of Bensenville, IL using the Northwest Suburban Purchasing Cooperative Contract Number 148 in the total amount of \$50,710 be approved, and the Procurement Manager authorized to issue a Purchase order.

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

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

BACKGROUND: The Water Purification Division has a 2005 Dodge Dakota pickup truck that has 119,990 miles. This unit is ten (10) years old and scheduled to be replaced in the current budget year. Maintenance cost to date for the vehicle is \$17,317.62. The truck has had steering, engine, transmission, front suspension, brake, air bag system, body control module, and lighting electrical problems. The transmission oil pan rusted through. This truck is used for daily maintenance at the Water Treatment plant, pump stations at Lake Evergreen, and Water Sheds at Lake Bloomington and Lake Evergreen. The four (4) wheel drive feature will assist the lake personnel during inclement weather.

The Water Transmission and Distribution Division have a 2006 Dodge Dakota pickup truck that has 72,490 miles. The truck is nine (9) years old and scheduled to be replaced in the current budget year. Maintenance cost to date for the vehicle is \$14,121.06. This unit has had engine cooling system, front suspension, air bag system, power control module, engine, and transmission repairs. Staff will use this truck to replace an older truck that has 121,874 miles and is ten (10) years old. The truck is used for daily maintenance on water main inspections and for JULIE locates. The four (4) wheel drive feature will assist when inspecting new water main projects that are normally located off-road. Staff respectfully requests to have the older truck declared surplus and be sold on public auction using publicsurplus.com.

The Suburban Purchasing Cooperative is a cooperative of 150 municipalities in the six (6) county areas of Northern IL. Every municipality and government agency in the State is authorized to participate in this program. The City has successfully used this Cooperative in the past.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: The Water Purification Division has \$22,821 budgeted this in FY 15 Capital Lease-Capital Outlay Licensed Vehicles account (40110131-72130). The replacement will cost \$25,355. The Water Transmission and Distribution Division has \$22,281 budgeted this

in FY 15 Capital Lease-Capital Outlay Licensed Vehicles account (40110131-72130). The replacement will cost \$25,355. Sufficient funds are available in the Capital Lease to cover the difference from budget to actual. Stakeholders can locate this in the FY 15 Budget Book titled Other Funds & Capital Improvement Program on pages 109 & 114.

Respectfully submitted for Council consideration.

Prepared by: Rob Kronen , Superintendent of Fleet Maintenance

Reviewed by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the purchase of two (2) Ford F150 Pickup Trucks from Roesch Ford of Bensenville, IL using the Northwest Suburban Purchasing Cooperative Contract Number 148 in the amount of \$50,710 be approved, and the Procurement Manager authorized to issue a Purchase order.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Compliance Commitment Agreement (CCA) with the Illinois Environmental Protection Agency (IEPA) Violation Notice M-2014-01040

RECOMMENDATION/MOTION: Recommend that the Compliance Commitment Agreement (CCA) with the Illinois Environmental Protection Agency (IEPA) regarding the closed fill area

at Lake Bloomington Violation Notice M-2014-01040 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: The City has utilized the area downstream of the dam at Lake Bloomington as a clean fill area for many decades. Implemented regulations in 2013 and zoning as residential resulted in the cessation of fill operations at the site. A new chain link fence and gate were installed in 2014. Discussions with McLean County concerning slope stabilization and seeding the area have been ongoing. McLean County staff indicated support of rezoning the area for uses more amenable to water treatment plant and lake park maintenance operations, after established permanent vegetative cover on stabilized slopes. The IEPA received a report of dumping at the site in September 2014. An IEPA inspector visited the site noting piles of nonhazardous excavation material and old fencing. Since a violation notice was issued. The material was removed and disposed of at a licensed landfill.

The attached CCA is a certification by the City that material was removed and the new chain link fence and gate were installed. The signed CCA will close the violation notice and remove legal liability in the matter.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: Not Applicable.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

Reviewed by: Stephen Rasmussen, Assistant City Manager

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the Compliance Commitment Agreement (CCA) with the Illinois Environmental Protection Agency (IEPA)

regarding the closed fill area at Lake Bloomington Violation Notice M-2014-01040 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Motion carried.

The following was presented:

SUBJECT: Reject all Bids for the Traffic Line Paint and Beads, Waive the Formal Bid Process and Approve an Agreement with Diamond Vogel Paint

RECOMMENDATION/MOTION: Recommend that all bids (Bid #2015-53) be rejected for Traffic Line Paint and Beads, that the Formal Bid Process be waived and that an Agreement with Diamond Vogel Paint be approved in the amount of \$90,375 and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 2. Financially Sound City Providing Quality Basic Services.

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

BACKGROUND: The Public Works Department's Streets and Sewers Division purchased a new self-propelled traffic line painting machine from E-Z Liner Industries in 2012. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from fifty-five (55) gallon drums. A bid specification was created which allows for the purchase of traffic line paint to be used not only with the new machine but also with the existing walk behind traffic line painting machines.

A total of four (4) Bids were received:

Ozark Materials:	NoBid
Ennis Paint:	\$85,425
Sherwin Williams Paint:	\$90,375
Diamond Vogel Paint:	\$90,375 (Suggested Bid)

Ennis Paint cannot meet the delivery requirement specifications. Both Sherwin Williams and Diamond Vogel did not provide a bid bond. Accordingly, there were no responsive bids. Since time is of the essence and the City has used Diamond Vogel's Traffic Line Paint in the past with successful results, conducting a new round of bids is not recommended. Instead, staff recommends all bids be rejected and an agreement approved with Diamond Vogel Paint in the amount of \$90,375.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on February 26, 2015 (Bid #2015-53). Four (4) bid packages were provided.

FINANCIAL IMPACT: This is included in the FY 2016 Proposed Budget under Street Maintenance – Traffic Line Paint (10016120-71096). Stake holders can located this in the FY 2016 Proposed Budget Book titled “Budget Overview & General Fund” on page 293.

Respectfully submitted for Council consideration.

Prepared by: Colleen Winterland, Superintendent of Streets and Sewers

Reviewed by: Jim Karch, Director of Public Works

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that all bids (Bid #2015-53) be rejected for Traffic Line Paint and Beads, that the Formal Bid Process be waived and that an Agreement with Diamond Vogel Paint be approved in the amount of \$90,375 and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive the Formal Bid Process and Approve Agreement with Hanson Professional Services, Inc.

RECOMMENDATION/MOTION: Recommend to Waive the Formal Bid process and Approve Agreement with Hanson Professional Services, Inc. Springfield, IL not to exceed \$29,800, the Resolution be adopted and the Mayor and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The Evergreen Lake Spillway Bridge Superstructure Replacement Project was awarded to Stark Excavating, Inc. on October 27, 2014. Stark has removed the old deck, replaced both pier caps, and performed concrete repairs on the abutments. Work will begin soon to install the new deck beams, bridge railing, waterproofing membrane, and wearing surface. All work is scheduled for completion by May 15, 2015.

Engineering Technician personnel have been performing daily construction observation duties. Going forward inspection staff will not be available to perform daily inspections.

The following proposals for daily inspection have been received from Hanson Professional Services, Inc. and Farnsworth Group of Bloomington.

Hanson Professional Services, Inc. \$29,800 (up to 260 hours inspection including expenses)

Farnsworth Group, Inc. \$29,900 to \$44,460 (up to 260 hours inspection including expenses, depending on personnel assigned)

Hanson Professional Services, Inc. is currently performing some of the specialized inspection work on the project and was also the bridge design consultant. Staff recommends selecting Hanson Professional Services, Inc. based on the bid amount and current work.

The agreement would authorize Hanson Professional Services, Inc. to provide up to 260 hours of construction inspection for a cost not to exceed of \$29,800.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This expenditure was budgeted in the Water Transmission and Distribution – Other Professional & Technical Services account (50100120-70220). Stakeholders

can locate this in the FY 2015 Budget Book titled Other Funds & Capital Improvement Program on page 137.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Project Engineer

Reviewed by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Asst. City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

RESOLUTION NO. 2015 - 12

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF PROFESSIONAL ENGINEERING SERVICES TO PERFORM CONSTRUCTION INSPECTION AT THE EVERGREEN LAKE BRIDGE FROM HANSON PROFESSIONAL SERVICES, INC. AT A COST NOT TO EXCEED \$29,800

Whereas, the need for obtaining necessary, additional observation services was due to unforeseen City staffing conditions; and

Whereas, Hanson Engineering is the designer of record on this project and has intimate knowledge of the project; and

Whereas, Hanson Engineering was previously engaged by the City to undertake limited observation duties on this project; and

Whereas, the value of the work to be undertaken might otherwise require more formalized procurement methods City staff sought input from two (2) respected and qualified Engineering firms whose work has been found acceptable in the past and with whom the City has a positive ongoing relationship; and

Whereas, time is of the essence to complete the project in a timely manner; and

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

Section 1. That the “bidding process” (formalized procurement process) be waived and the Purchasing Manager be authorized to pursue Engineering Services for Construction Inspection, for the above referenced project, at a cost not to exceed \$29,800.

ADOPTED this 13th day of April, 2015.

APPROVED this 14th day of April, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter to Waive the Formal Bid Process and Approve Agreement with Hanson Professional Services, Inc. Springfield, IL not to exceed \$29,800, the Resolution be adopted and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Davis Lodge on September 12, 2015

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Raymond Gerard III and Alyssa Kabureck to allow moderate consumption of alcohol at their September 12, 2015 wedding reception to be held at Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel and Renee Gooderham, Interim City Clerk.

Commissioner Renner opened the liquor hearing and requested that the requestor address this request. Joni Gerard, mother of the groom, addressed the Commission. The wedding ceremony and reception would be held at the Davis Lodge on September 12, 2015. Red Bird Catering, located at 1507 N Main St., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Raymond Gerard III and Alyssa Kabureck to allow moderate consumption of alcohol at the Davis Lodge for their September 12, 2015 wedding reception be approved.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's April 13, 2015 Consent Agenda. He encouraged them to attend same.

There being no further business before the Commission, the meeting recessed at 4:08 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 10, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

Reviewed by: Brett Lueschen, Interim Water Director

George D. Boyle, Asst. Corporation Counsel

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2015 - 17

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE (LOCATION)

WHEREAS, Raymond Gerard III and Alyssa Kabureck are planning to hold their wedding reception at the Davis Lodge from 4:30 pm to 11:00 pm on September 12, 2015; and

WHEREAS, Raymond Gerard III and Alyssa Kabureck have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Davis Lodge on September 12, 2015 under the conditions set forth in the rental agreement.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 13th day of April, 2015.

APPROVED this 14th day of April, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter that the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Bloom Happy Hour, Inc., d/b/a Happy Hour, located at 704 S. Eldorado Rd., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That an RAS liquor license for Bloom Happy Hour, Inc., d/b/a Happy Hour, located at 704 S. Eldorado Rd., be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the application of Bloom Happy Hour, Inc., d/b/a Happy Hour, located at 704 S. Eldorado Rd., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; City Staff George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief and Renee Gooderham, Interim City Clerk; and Sveenivas Poondru, Owner/Operator and Applicant representative.

Sveenivas Poondru, Owner/Operator and Applicant representative addressed the Commission. He stated that the establishment would be a restaurant/sports bar. Commissioner Renner reminded Mr. Poondru that fifty-one percent (51%) of sales must be from food to remain a restaurant. Mr. Poondru acknowledged same.

Mr. Poondru stated that he would employ two to three (2–3) bartenders and three to four (3–4) servers. All require BASSETT (Beverage Alcohol Sellers and Servers Education) certification prior to hiring.

Commissioner Jordan questioned video gaming machines. Mr. Poondru stated they had not thought about those.

Motion by Commission Jordan, seconded by Commission Tomkins, that the Revati Raman Bhanot, Inc., d/b/a Happy Hour, located at 704 S. Eldorado Rd., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with all applicable health and safety codes.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's April 13, 2015 Consent Agenda. He encouraged Mr. Poondru to attend same.

There being no further business before the Commission, the meeting recessed at 4:55 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 2, 2015 in accordance with City Code. In accordance with City Code, approximately eighty-five (85) courtesy copies of the Public Notice were mailed to adjacent properties. In addition, the Agenda for the March 10, 2015 meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: The annual fee for an RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

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

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Painter that an RAS liquor license for Bloom Happy Hour, Inc., d/b/a Happy Hour, located at 704 S. Eldorado Rd., be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Setinthebar, Inc., d/b/a Jazz Upfront located at 107 W. Front St., requesting a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That a TAS liquor license for Setinthebar, Inc., d/b/a Jazz Upfront, located at 107 W. Front St., be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the application of Setinthebar, Inc., d/b/a Jazz Upfront located at 107 W. Front St., requesting a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; City Staff George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief and Renee Gooderham, Interim City Clerk; also present was James Gaston, Owner/Operator and Applicant representative.

Commissioner Renner noted that the applicant had been approved on September 8, 2014 for a liquor license at the premise located at 105 W. Front Street. James Gaston addressed the Commission. He stated that the 105 W. Front St. location required extensive building repairs. The business model remained the same. He planned to host live entertainment on Friday and Saturday nights. This would be a jazz club.

Rich Marvel, 405 W. Front St., attorney for Mugshots Bar and Grill, LLC, d/b/a Mugshots, located at 107 W. Front St., addressed the Commission. He noted that Mugshots was operating and had a current liquor license at the location. George Boyle, Asst. Corporation Counsel, stated that Mr. Gaston had a signed lease. The lease began April 1, 2015. He questioned if the lease was under dispute. Mr. Marvel responded affirmatively. *Mugshots did not renew the second (2nd) quarter liquor license. They no longer have a vested interest in the property.*

Mr. Boyle stated that the Jazz Upfront's license would not take effect until Mr. Gaston had possession of the premises. Mr. Gaston stated that Fred Wollrab, owner of Redbird Properties Management Inc., assured him that there was an order to evacuate given to current tenant.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the application of Setinthebar, Inc., d/b/a Jazz Upfront located at 107 W. Front St., requesting a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, be contingent upon compliance with all applicable health and safety codes and building possession.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's April 13, 2015 Consent Agenda. He encouraged Mr. Gaston to attend same.

There being no further business before the Commission, the meeting recessed at 4:15 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 2, 2015 in accordance with City Code. In accordance with City Code, approximately sixty-two (62) courtesy copies of the Public Notice were mailed to adjacent properties. In addition, the Agenda for the March 10, 2015 meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: The annual fee for a TAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

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

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Painter that a TAS liquor license for Setinthebar, Inc., d/b/a Jazz Upfront, located at 107 W. Front St., be created, contingent upon compliance with all applicable health, safety codes and building possession.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Lincoln Springs Center, LLC, d/b/a Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That an EAS liquor license for Lincoln Springs Center, LLC, d/b/a Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, be created, contingent upon compliance with all applicable health, safety codes and written approval by Planning and Code Enforcement Fire Inspectors.

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

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

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the application of Lincoln Springs Center, LLC, d/b/a Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, Kathryn Gruber, Fire Inspector, Renee Gooderham, Interim City Clerk and John Coontz and Stacy Smith, Owner/Operators and Applicant representatives.

Stacy Smith, Owner/Operator and Applicant representative addressed the Commission. He stated that creation of a liquor license was approved by the Commission in June, 2014, for Smith Family Enterprises, LTD. Due to unforeseen issues, the corporate entity changed. He stated that the business model would remain the same. Mr. Smith anticipated that fire alarm and sprinkler system issues would be addressed March 11, 2015.

George Boyle, Asst. Corporation Counsel, provided the Commission with Exhibit A, an email from Leslie Yocum, Morrissey Crossing Property Manager to Kathryn Gruber, Fire Inspector. He noted that the fire report from June, 2014, indicated that there had been unresolved problems with the fire prevention system. Mr. Boyle stated that liquor license issuance and building occupancy should be contingent upon the fire alarm and sprinkler systems passing inspection.

John Coontz, Owner/Operator and Applicant representative addressed the Commission. Overland Alarm Systems would install the fire alarm system March 11, 2015.

Mr. Boyle noted that inspections had been conducted on March 2 and 9, 2015. Kathryn Gruber, Fire Inspector, addressed the Commission. She stated that at the March 2nd inspection she had been unable to access the sprinkler room and the fire alarms were not functioning. Staff went back on March 9th and some issues had not been addressed. The remaining issues involving the sprinkler and fire alarm systems could be remedied with 24 to 48 hours. She believed that the banquet hall was rented for the upcoming weekend. Occupancy would not be allowed until inspection items had been resolved.

Mr. Boyle stated that events should not be allowed at the location until the safety issues had been fully addressed.

Commissioner Jordan questioned an event with a hundred (100) attendees. Mr. Smith cited wedding receptions.

Commissioner Jordan cited a mixed age group event and how the Applicant planned to manage the bar service. Mr. Smith stated that the bartender would check the individual's identification. In addition, there would be a manager and security staff. Any concerns would be addressed.

Commissioner Jordan questioned a large mixed group event and how the Applicant planned to distinguish individuals over the age of twenty – one (21). Mr. Smith cited the manager and bar staff would be responsible for same. Staff would obtain BASSETT (Beverage Alcohol Sellers and Servers Education) certification.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application of Lincoln Springs Center, LLC, d/b/a Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with all applicable health and safety codes and written approval by Planning and Code Enforcement Fire Inspectors.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's April 13, 2015 Consent Agenda. He encouraged Mr. Coontz and Mr. Smith to attend same.

There being no further business before the Commission, the meeting recessed at 4:40 p.m.

Written approval of the fire prevention and alarms systems was received from Kathryn Gruber, Fire Inspector on Monday, March 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 2, 2015 in accordance with City Code. In accordance with City Code, approximately twelve (12) courtesy copies of the Public Notice were mailed adjacent

properties. In addition, the Agenda for the March 10, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: The annual fee for an EAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

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

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Painter that an EAS liquor license for Lincoln Springs Center, LLC, d/b/a Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, be created, contingent upon compliance with all applicable health, safety codes and written approval by Planning and Code Enforcement Fire Inspectors.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Lupita's Hispanic and American Grocery, Inc., d/b/a Lupita's Hispanic & American Grocery, located at 1512 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That a PAS liquor license for Lupita's Hispanic and American Grocery, d/b/a Lupita's Hispanic & American Grocery, located at 1512 W. Market St., be created, contingent upon compliance with all applicable health and safety codes, together with proof of BASSETT certification.

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

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

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the application of Lupita's Hispanic and American Grocery, Inc., d/b/a Lupita's Hispanic & American Grocery, located at 1512 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; City Staff George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief and Renee Gooderham, Interim City Clerk; and Arturo Hernandez, Owner/Operator and Applicant representative.

Arturo Hernandez, Owner/Operator and Applicant representative addressed the Commission through a translator. He stated that the grocery store was currently operating. They wanted the ability to sell packaged alcohol.

Commissioner Renner questioned BASSETT (Beverage Alcohol Sellers and Servers Education) certification. Mr. Hernandez stated negatively. George Boyle, Asst. Corporation Counsel, noted that BASSETT training was required for the business manager and/or at least one employee on the premises at all times. Mr. Hernandez stated that the grocery store had three (3) employees.

Commissioner Renner questioned police concerns. Asst. Chief Wheeler stated there were none.

Commissioner Jordan questioned if he had held liquor license before and violations of same. Mr. Hernandez responded a liquor license was held in Onley, IL. There were no violations.

Motion by Commission Jordan, seconded by Commission Tomkins, that the application of Lupita's Hispanic and American Grocery, Inc., d/b/a Lupita's Hispanic & American Grocery, located at 1512 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week be approved contingent upon compliance with all applicable health, safety codes and proof of BASSETT certification.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's April 13, 2015 Consent Agenda. He encouraged Mr. Hernandez to attend same.

There being no further business before the Commission, the meeting recessed at 4:48 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on March 2, 2015 in accordance with City Code. In accordance with City Code, approximately forty-five (45) courtesy copies of the Public Notice were mailed to properties adjacent to or near the premises. In addition, the Agenda for the March 10, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: The annual fee for a PAS liquor license is \$1,410.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

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

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Painter that a PAS liquor license for Lupita's Hispanic and American Grocery, d/b/a Lupita's Hispanic & American Grocery, located at 1512 W. Market St., be created, contingent upon compliance with all applicable health, safety codes and proof of BASSETT certification.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Formation of a Downtown Signage Committee

RECOMMENDATION/MOTION: Recommend to adopt the Resolution Establishing a Downtown Signage Committee.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: The Downtown Traffic Committee recommends formation of the Committee to improve signage throughout Downtown promoting attractions and directing visitors. The Committee would be composed of staff, active citizens and a representative of the Bloomington-Normal Area Convention and Visitors Bureau.

The Committee will culminate after six (6) months of formation. The Committee will be tasked with the following:

- Recommending sites that should be highlighted with signage. This could include signs for civic attractions, government buildings and parking areas.
- Recommending a style of design. The recommendation on style should be limited to those recognized by the Manual On Uniform Traffic Control Devices (MUTCD).
- Recommending on sign size and placement.
- Investigating costs

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Downtown Traffic Committee is a key stakeholder involved in this project. The proposal for the committee was taken to the City Council Committee of the Whole on March 16, 2015, for discussion. No one voiced opposition to the committee.

FINANCIAL IMPACT: Cost is unknown at this time.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration
Reviewed by: Jim Karch, PE CFM, Director of Public Works
Reviewed by: Steve Rasmussen, Asst. City Manager
Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Legal review by: Jeffrey R. Jurgens, Corporation Counsel
Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2015 - 12

A RESOLUTION ESTABLISHING THE FORMATION OF A DOWNTOWN SIGNAGE COMMITTEE

WHEREAS, the City Council has received recommendations that a Downtown Signage Committee (hereinafter “Committee”) be formed to improve signage throughout the City’s downtown to promote attractions and direct visitors; and

WHEREAS, the Committee will be composed of City staff, citizens active with Downtown revitalization and a representative from the Bloomington-Normal Area Convention and Visitors Bureau; and

WHEREAS, the Committee's tasks shall include the following: (1) recommending sites that should be highlighted with signage (including signs for civic attractions, government buildings and parking areas); (2) recommending a style of design for signs, limited to those recognized by the Manual On Uniform Traffic Control Devices; (3) recommending sign size and placement; and (4) investigation of costs regarding the proposed signage; and

WHEREAS, the Committee will culminate after six (6) months of formation, and

WHEREAS, the Committee shall further be charged with returning to the City Council and administration written recommendations on the tasks identified above, and

WHEREAS, the Committee shall be subject to the provisions of the Illinois Open Meetings Act and shall elect from one of its own members a secretary to take meeting minutes; and

WHEREAS, the members of the Committee shall be appointed by the Mayor, with the advice and consent of the City Council, and one of said appointees shall be designated by the Mayor as the Committee's chairperson.

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

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

Section 2. The City Council of the City of Bloomington hereby formally creates the Downtown Signage Committee, which shall be considered an ad hoc committee of the City of Bloomington. The Committee shall meet at the call of the chairperson.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, April 13, 2015, by a vote of 7 to 2.

Tari Renner
Mayor

Renee Gooderham
Interim City Clerk

Motion by Alderman Black, seconded by Alderman Schmidt to Adopt the Resolution Establishing a Downtown Signage Committee.

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

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

Nays: Aldermen Lower and Stearns.

Alderman Lower questioned signage cost and priorities. Mayor Renner believed same was a way to promote the Downtown and generate growth. At this time there was no cost.

The following was presented:

Public Hearing for the Fiscal Year (FY) 2016 Budget which begins May 1, 2015 and ends April 30, 2016.

Donna Borlen, 2702 Foxtrot Trl., addressed the Council. She cited footnotes from Exhibit A – 2016 Adopted Budget Summary of Revenues, Expenditures and Change in Fund Balances by Fund. She believed withdrawing money from the Fund Balance was alarming. She believed the General Reserve Fund was associated with Bond trading. Withdrawing from same was disconcerting. She believed taxes were increasing. Taxes on essential and non-essential items were getting out of hand. She suggested code enforcement before more taxes and fee increases.

Alton Franklin, 508 Patterson Dr., addressed the Council. He believed all departments should reduce budgets by two percent (2%). He questioned increasing the budget three to four percent (3 – 4%) with decreased revenue. Council needed to what it takes to get expenditures in line.

Gary Lambert, 3018 E. Oakland St., addressed the Council. He read a quote from the Pantagraph. He questioned \$2.5 million for the U.S. Cellular Coliseum.

J. Allan Balmer, 16 Fountain Lake Ct., addressed the Council. He believed projects undertook by Miller Park Zoo and the Zoological Society was geared towards self-sufficiency. He believed same assisted with the local economy. He believed staff stretched too thin. Further staff reductions would result in more workers compensation claims.

The following was presented:

SUBJECT: Adoption of the FY 2016 Proposed Budget and Appropriation Ordinance

RECOMMENDATION/MOTION: The Council approves the FY 2016 Appropriation Ordinance.

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

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

BACKGROUND: The City Code requires adoption of an annual appropriation Ordinance. The recommended budget was presented to Council in two (2) budget books at the Monday, February 23, 2015 Council meeting. The first book represents the City's General Fund, while the second book presents each Non-General Fund(s) in addition to the proposed Capital Improvement Program.

The City held a Council Work Session on Saturday, March 7, 2015 to provide the governing board the opportunity to discuss the budget. Public outreach also included a Citizens' Summit on January 20, 2015 and numerous Ward Meetings. The Budget Public Hearing will be held on April 13, 2015 during a Council meeting which is required by state statute and required to be conducted prior to the adoption of the FY 2015 Budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Hearing had been advertised in the Pantagraph. Public budget discussion on the City Manager proposed budget was undertaken on February 23rd, March 7th, and April 13th.

FINANCIAL IMPACT: The FY 2016 updated budget expenditures for the twenty-six (26) City funds are \$186,302,469 while budgeted revenue is updated to reflect \$172,474,544. The \$13,827,925 difference will be offset by a planned use of fund balance and net assets in the appropriate funds within the City's fund structure.

Prepared by: Carla A. Murillo, Budget Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2015 - 18

**BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2015 AND ENDING APRIL 30, 2016
CITY OF BLOOMINGTON**

Make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2015 and ending April 30, 2016, for the City of Bloomington, McLean County, Illinois.

Be It Ordained by the City Council of the City of Bloomington, Illinois: that passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4.

Section One. That the amounts as listed in Exhibit A, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Board of Election Fund, Drug Enforcement Fund, Community Development Fund, Single Family Owner Occupied Rehab (SFOOR), Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, General Bond and Interest Fund, 2004 Coliseum Bond Redemption, 2004 Multi-Project Bond Redemption, Capital Improvements Fund, Capital Lease Fund, Central Bloomington TIF Fund, Water Fund, Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, City Coliseum Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2015 and ending April 30, 2016.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2016, a copy of which is available at the City Clerk's Office and incorporated by reference.

(NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2016, published in book form, copies of which are available for inspection at City Hall, Bloomington Public Library, and other places throughout the City including the City's website at cityblm.org.)

Section Three. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks, or other instruments as allowed by law.

Section Four. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular

fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

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

Section Six. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section Seven. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the City Council of the City of Bloomington, Illinois this 13th day of April, 2015.

APPROVED by the Mayor of the City of Bloomington, Illinois this 14th day of April, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk

Patti-Lynn Silva, Finance Director, addressed the Council. She noted that the General Fund (GF) total budget was reduced \$165,000. There was \$16,000 less in GF balance. The Fiscal Year (FY) 16 budget was \$186.3 million. \$13.8 million was from planned use from the Fund Balance. \$800,000 would be used for Operations for GF.

Prior to the \$5 million deficit David Hales, City Manager reduced thirty – seven (37) new full time employees (FTE), \$6.4 million for capital and \$3.8 million for rolling stock equipment. \$2 million was reduced by line item department reductions. Workers Compensation contributions were reduced by \$1.2 million.

The budget was not sustainable. She anticipated a GF transfer in the upcoming weeks.

Ms. Silva explained Sales Tax Revenue (STR) continued in a negative trend. There was less STR during the 2014 Christmas season compared that of the previous year.

David Hales, City Manager, addressed the Council. He noted Directors were working on contingency plans in anticipation that the General Assembly would reduce state shared revenue.

Alderman Stearns questioned STR reduction. Ms. Silva stated state sales tax was two percent (2%) below and home rule was four percent (4%) below. Alderman Stearns questioned reducing the deficit. Ms. Silva explained same would be taken from GF and Fund Reserve (FR). Alderman Stearns questioned FR balance after. Ms. Silva responded \$10 million. She cautioned that emergencies and retirements could affect same.

Alderman Mwilambwe questioned contingency plan and impact. Mr. Hales responded that FTE's, programs and services would be eliminated. It would be a significant impact. A long term financial strategy was needed. Expenditure projections would exceed revenue.

Alderman Black noted that Budget was accomplished with high level employee expertise. He believed there should be community conversations annotating what the city would provide by the way of services in the future. He cited concerns with the U.S. Cellular Coliseum (USCC) capital improvement projects. Specifically, the video board replacement, upgrade the point of sale system, repairs to the HVAC system, plumbing/electrical work, main seating area LED lighting and building automated system. He requested that May 11, 2015 there be a discussion on the vision for the USCC.

Alderman Sage believed a discussion could still happen with the budget approved as is. Alderman Black requested that CIAM, USCC management explain the urgent project needs. He recommended funding either moved back to same or place elsewhere in the budget.

Ms. Silva explained that \$2.5 million was financed. The savings was related to the \$2.5 million debt service or approximately \$175,000.

Mr. Hales noted that the video board replacement would ensure competitive. Summer time would be the best time to replace same. He reminded Council that two (2) years ago the current video board required repairs. CIAM was able to purchase used parts. These were no longer available.

Alderman Sage questioned show similar to Alan Jackson unable to use the video board. He noted the speed at which technology changed.

Alderman Fruin believed the USCC and Bloomington Center for the Performing Arts were the Downtown corner stones.

Alderman Black questioned how not replacing the video board would limit performances.

Motion by Alderman Black, seconded by Alderman Mwilambwe that the Council approve the FY 2016 Appropriation Ordinance with the exception of the USCC Capital Improvement Projects.

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

Ayes: Aldermen Fruin, Hauman, Sage, Lower, Stearns and Mwilambwe.

Nays: Aldermen Painter, Schmidt and Black.

Motion failed.

Alderman Lower believed prioritization needed to be explored. He believed that the local Motor Fuel Tax was not significant to cover the infrastructure needs.

Motion by Alderman Schmidt, seconded by Alderman Hauman the Council approves the FY 2016 Appropriation Ordinance.

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

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

Nays: Aldermen Lower and Stearns.

Motion carried.

The following was presented:

SUBJECT: Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage

RECOMMENDATION/MOTION: Recommend that the payment to Arthur J. Gallagher Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2015 through April 30, 2016 be approved in the amount of \$794,754.

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

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

BACKGROUND: Arthur J. Gallagher (AJG) has served as the City's Insurance Broker since 2010. On April 22, 2013, Council approved AJG to continue to serve as its broker until April 30, 2016, with a three (3) year renewable contract. AJG is responsible for analyzing the insurance market and placing the City's Property, Liability, Excess Liability, Cyber, and Excess Worker's Compensation Insurance. The City also uses Mike Nugent, from Nugent Consulting Group,

Northbrook, to negotiate premiums. AJG had secured terms from insurers that results in a 2.8 percent increase for the FY16, and Mr. Nugent was able to negotiate that down to 2 percent.

An attached summary spreadsheet gives a three-year history of premiums by category and proposed premiums for the coming year. Here is a summary of premiums for Insurance Renewal Cost for FY16:

- Property Insurance premium increases \$2,249 to \$102,424.
- Excess Worker's Compensation premium increases by \$14,308 to \$265,315.
- Cyber coverage premium increases by just \$21, to \$21,515, and this follows a 10 percent increase incurred in the current fiscal year.
- The largest line item, liability, shows a slight one-year decrease, to \$295,740, and is 12 percent below what the City paid in FY13.
- All other miscellaneous insurance premiums - \$71,136
- Total Cost for the City's 2014 Insurance Premiums will be \$794,754. This cost includes Gallagher's Broker Fee in the amount of \$38,625.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The payment for \$794,754 will be encumbered after May 1, 2015 contingent upon Council approval of the Arthur Gallagher Insurance Coverage and Insurance Broker Services that is included in the FY 2016 Proposed Budget. Funds were proposed in line items 60150150-70702 (Workers Compensation Premium), 60150150-70703 (Liability Premiums, 60150150-70704 (Property Premiums) and 60150150-70220 (Other Professional Services). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 158.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Mayor Renner and Alderman Black left the dais at 8:36 p.m.

Mike Nugent, from Nugent Consulting Group, addressed the Council. Insurance costs were increasing 2.5%. Insurance expenditures increase \$94,000 over the last four (4)

years. He stated that in 2009 they were able to reduce insurance costs by \$1.7 million. He noted that property insurance rates had been flat or reduced due to higher insurable values. Liability rates had decreased. The \$794,754 included underground storage tanks and Cyber.

He cited Illinois Worker's Compensation (WC) difficulties as the Public Employee Disability Act (PEDA). PEDA allowed police and fire staff to collect 100% of their pay while on work related disability, tax free. Same created a lack of workers compensation insurers. The cost for same had increased 56%. Other employees received 67% of their pay for same. He explained that back, knee and shoulder claim for police/fire could cost two (2) times as much as a public works employee.

Alderman Black returned at 8:38 p.m.

He cited the following WC challenges: no credit for back injury settlements; no offset for prior injuries; employers cannot direct medical care; medical costs are among the highest and the 2012 Reform had minimal effect on IL employers WC.

Arthur J. Gallagher, Arthur J. Gallagher(AJG), Co., Insurance Broker, addressed the Council. He believed that AJG was the largest municipal insurer. They insured sixty (60) communities. He noted that WC premiums had increase and there was a reduction in retention. Loss prevention needed to be identified.

Mayor Renner returned at 8:42 p.m.

Motion by Alderman Painter, seconded by Alderman Hauman that the payment to Arthur J. Gallagher Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2015, through April 30, 2016, be approved in the amount of \$794,754.

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

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

Nays: None

Motion carried.

The following was presented:

SUBJECT: Resolution Communicating the City of Bloomington 2015 Legislative Principles and Policies to State Legislators

RECOMMENDATION/MOTION: Recommend that the Resolution be adopted and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: Over the past several years the Council has hosted a legislative work session with state representatives to highlight legislation which may positively or negatively impact the City's ability to provide quality basic municipal services to community members. The proposed resolution is to serve as a guide on the core principles and policies supported by the Council as state legislators enter into the 99th General Assembly.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The enclosed principles and policies seek to protect municipal budgets, preserve and enhance local control, streamline operations, and improve the City's ability to provide quality basic municipal services.

Respectfully submitted for Council consideration.

Prepared by: Alexander McElroy, Asst. to the City Manager

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2015 - 14

A RESOLUTION ADOPTING THE CITY OF BLOOMINGTON'S 2015 CORE LEGISLATIVE PRINCIPLES FOR THE ILLINOIS GENERAL ASSEMBLY

WHEREAS, over the past several years, the Bloomington City Council has hosted a legislative work session with state legislators to highlight legislation that positively or negatively impacts the City's operations; and

WHEREAS, local governments, including specifically municipalities, provide direct services to the citizens of the State and have a long history of partnership with the State in funding and providing those services; and

WHEREAS, protecting shared revenues is a core principle of the City and the City Council further supports the restoration of a full 10% share of State Income Tax collection, opposes any diversions of revenue that is collected by the State on behalf of local governments; supports the restoration of previously diverted Corporate Personal Property Replacement Tax

and Local Government Fund Tax revenues; and supports full flexibility for municipal officials to spend municipal revenues to benefit communities, including broader discretion for expending Motor Fuel Tax revenues; and

WHEREAS, the enactment of laws and regulations that preempt local authority only hinder the ability of municipal officials to meet the needs of residents and address community problems; and

WHEREAS, to maintain the autonomy necessary to fulfill the City's appropriate responsibilities, the City Council supports the full preservation of home rule powers afforded under the Illinois Constitution; opposes federal and state preemption of traditional local rights and responsibilities, including the right to levy and collect taxes and fees and making local land use zoning decisions; opposes unfunded federal and state mandates on local communities either by legislative, executive or administrative action; opposes legislation to impose statewide building codes that fail to recognize the diversity and different needs of Illinois' communities; and supports legislation that grants municipalities authority to help reduce natural gas costs through natural gas aggregation programs; and

WHEREAS, as with the private sector, compensation and benefit decisions involving local government employees are appropriately made by the employer and the State's laws and regulations must recognize that wages and benefits must balance the interests of the employees, local government employer and the taxpayers; and

WHEREAS, the Governor and General Assembly must avoid approving policies that increase the costs of municipal compensation, benefits, and personnel without providing revenues to offset the financial obligations created by their actions; and

WHEREAS, to preserve the right of municipalities to decide employee wages, benefits, and staffing levels, the City Council supports reforms to the municipal police and fire pension systems that meaningfully reduce the long-term financial obligations to municipal employers and protects the solvency of the systems for participating employees; supports cost-saving reforms to the Public Safety Employee Benefits Act (PSEBA) with an ideal solution being the adoption of the federal definition of "catastrophic injury"; opposes legislation that would increase pension benefits or expand eligibility for retirement and disability benefits; supports requiring arbitrators to base awards on actual municipal revenues and not on municipal authority to increase taxes and fees or spend down financial reserves; opposes legislation that would require municipalities to collectively bargain personnel levels; supports legislation that imposes reasonable exemptions to the Illinois Prevailing Wage Act; opposes expansions to the Prevailing Wage Act; and supports reforms to the Workers' Compensation system that result in meaningful cost savings to local governments and taxpayers; and

WHEREAS, local governments and Illinois taxpayers benefit from the broad authority that allows local governments to cooperatively pool resources and share services; and

WHEREAS, service cooperation and consolidation reduces the cost of local governments, eliminates redundancies, and appropriates resources wisely and effectively. To

accomplish these efficiencies, the City Council opposes legislation that restricts, modifies, or otherwise infringes upon the authority of local government to voluntarily initiate or terminate intergovernmental cooperation arrangements; and supports legislation which enhances the local authority to consolidate services and share in service delivery with other local entities; and

WHEREAS, City officials believe that a vibrant democracy requires the active participation of an engaged citizenry. Citizens elect their local leaders and have an obligation to hold their leaders accountable. The Open Meetings Act, Freedom of Information Act, and public notification laws are essential accountability mechanisms. However, these laws must be balanced to consider staff obligations, personnel information sensitivities, evolving technology, and occasional abuses of the process by those seeking public information; and

WHEREAS, to balance the engagement of the citizenry and the operation of government in an open and honest manner with the high costs outlined above, the City Council opposes legislation claiming to enhance open and public meetings that in practice unnecessarily complicates the ability of a local governing body to properly communicate with the public and that discourages communications among governing body members through unproductive restrictions and inappropriate activities; supports legislation that allows for statutory reporting requirements and FOIA requests to be satisfied when the information is available on the website of the municipality; opposes legislation that results in duplicative posting requirements for local government information; and

WHEREAS, by this resolution, the City Council desires to set forth its legislative core principles and advocate for the sustainability and efficient operation of municipal government.

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

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

Section 2. The City Council of the City of Bloomington hereby reaffirms its core legislative principles for 2015, including: (1) protecting state shared revenues; (2) preservation of home rule powers; (3) opposition to unfunded mandates; (4) preservation of the right of municipalities to decide employee wages, benefits, and staffing levels; (5) promotion of intergovernmental cooperation; and (6) continued transparency and accountability.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, April 13, 2015, by a vote of 8 to 0. One (1) Alderman was absent for the vote.

ADOPTED this 13th day of April, 2015.

APPROVED this 14th day of April, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk

Alderman Stearns left the dais at 8:46 p.m.

David Hales, City Manager, addressed the Council. He reminded Council of the Annual State Legislator meeting during the Committee of the Whole on April 20, 2015.

Alexander McElroy, Asst. to the City Manager, addressed the Council. He noted that the six (6) core principles were similar to the Illinois Municipal League 2015 Legislative Principles and Policies.

Motion by Alderman Schmidt, seconded by Alderman Painter that the Resolution be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Absent: Alderman Stearns.

Motion carried.

Alderman Stearns returned at 8:50 p.m.

The following was presented:

SUBJECT: Text Amendment to Chapter 21, Refuse Code, Section 300.7

RECOMMENDATION/MOTION: That the Text Amendment to Chapter 21, Refuse Code, Section 300.7, be approved and the Ordinance be passed.

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

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

BACKGROUND: Staff is trying to find common ground acceptable to Council members to significantly reduce the gap between Solid Waste funding and fee-generated revenue. This is complicated, as members of Council, executive staff, Solid Waste Division employees and members of the public have provided a wide range of viewpoints.

Solid Waste currently has a wide gap between cost of the program and fees produced through the program. The projected deficit for FY16 is \$3 million. Staff offers a compromise plan that maintains high service, increases accessibility of service to residents with lower income levels, increases efficiency and reduces the funding gap. It will not fully close the funding gap, and proposals aimed at doing so have not been approved by the Council previously. Three recommendations follow:

1. Charge \$25 for all buckets of bulk collected at the curb. **Note:** The fee will be waived for residents who have signed up for the low-income discount.
2. Change the fee practices at the drop-off center. *The drop-off service isn't free currently. The City charges \$25 per bucket of bulk after the first bucket at the drop-off facility.* The drop-off center bulk should become free of charge for all buckets of bulky waste. This will apply only to customers of the Solid Waste program. It will not apply to businesses and contractors. The City will increase hours of operation.
3. Change bulk and brush collection to ever-other-week. Users of the solid waste system will be asked to place their bulk and brush on the curbside only on their recycling weeks. Every-other-week collection will improve efficiency of collection. Staff also will experiment with alternative ways of routing and tracking to replace the current method of bulk and brush collection in which bulk crews drive every street every week. This will reduce fuel and maintenance costs. In one area, the City ordinance already stipulates that bulk will be collected every two weeks; no ordinance change is needed in this area. The ordinance referring to charges for bulk per bucket, weekly, will be modified if this recommendation is approved. Users of the Solid Waste collection system may also choose to bring their bulk to the drop-off center rather than wait and set it out every other week.

First bucket of bulk: The reason staff advocates charging *some fee* for the first bucket of bulk at the curbside is because of the tremendous cost incurred from collecting it at the curb. The driving issue for bulk and brush pickup is the labor-intensive nature of our collection system. The City will be giving an incentive to residents to deliver their bulk to the drop-off rather than requiring curbside collection. Aldermen have noted that for economically struggling households, a fee for bulk – whether its \$50, \$25 or even \$10 – represents a burden. Many people simply cannot afford it. By providing a free drop-off facility, the City is able to provide a *free and more efficient option* of dropping it off at 402 S. East Street. A first-bucket fee will create more judicious use of the service by residents at all income levels, thereby reducing the number of curbside pickups and, as a result, reducing cost to the City.

There are numerous related issues that will now be addressed.

- Start date: Staff needs time for a public information effort and to work through operational logistics. Staff will notify Council members and the public as a start date approaches for the new fees and less frequent collection.
- Construction materials: Changes will not apply to collection and drop-off of shingles, rock and other construction materials outlined in the ordinance and requiring specially arranged collection and special fees to the City. The City will continue to charge for these construction materials at the drop-off center and the curb, calculating fees in order to provide the service at cost. The service is for do-it-yourselfers, not contractors.
- Appliances: Changes also do not apply to appliances. Appliances currently are collected at the curb by special arrangement of the customer and at the drop-off. A contracted hauler takes appliances at no cost to the City or to residents.
- Pickup by special arrangements: One concern is that the City will look cluttered if people don't wait to put out their bulk. Bulk could be sitting at a curb for two weeks. Residents will be asked to call Public Works to notify the Solid Waste Division of these situations. A bulk crew can be dispatched to pick up the pile rather than leaving it for the recycling day.
- "Efficiencies": On March 31, staff sent a document to aldermen outlining planned measures for efficiency. Those are provided as an attachment to this memo. They are summarized below.
Charge for every bulk bucket at the curb; make bulk at the drop-off center free of charge.
Use a tracking system for bulky waste and brush to optimize routing.
Collect bulk and brush curbside every other week rather than weekly.
Test different equipment such as a knuckleboom truck on loan from Normal.
Become more proactive and aggressive in enforcing ordinances relating to solid waste rules and regulations.
- Staff desires no layoffs: Making the system more efficient will likely translate to fewer workers in the Solid Waste Division of the Public Works Department if "efficiencies" are to have meaningful budget impact. Conversations in regard to more efficient operations have centered on doing everything possible to move employees to vacant jobs outside of Solid Waste to prevent layoffs.
- Employee input: Executive staff has reached out to employees from the beginning of the study process headed by Assistant City Manager Rasmussen. This has included small weekly staff meetings in which Solid Waste personnel are invited. Additionally, Mr. Hales recently conducted a budget discussion in which all employees of Public Works operations were invited.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The topic has been presented in various forums including aldermanic meetings, the Citizens' Summit, staff meetings and City Council meetings.

FINANCIAL IMPACT:

Solid Waste Fund Financing Scenarios

Exhibit A

FY2016 Projected Deficit	\$ (3,000,000)
General Fund Subsidy	\$ 1,500,000
Adopted Cart Rate Increase May 1, 2015: \$16/\$20/\$23	\$ 530,000
Proposed \$25/Bucket Bulk Waste Fee (No Brush Fee)	\$ 350,000
Total Projected Surplus/(Deficit)	\$ (620,000)

Under City Council policy, the Solid Waste Fund should be self-supporting, with no General Fund subsidy and with a 10 percent reserve. The chart above, **Exhibit A**, notes a projected deficit in the Solid Waste Fund of \$3 million for FY16. That is offset by a \$1.5 million General Fund subsidy for FY16, \$530,000 in increased cart-fee revenue from the scheduled rate increase effective May 1, 2015, and \$350,000 in revenue from curbside bulk collection. After these offsets, **Exhibit A** still shows a \$620,000 deficit that must be solved by efficiencies and cost savings such as those proposed above, raising fees or a combination of both.

Exhibit A estimates a drop in bulk waste usage. However, it is exceedingly difficult to estimate the change in consumer behavior due to a change in the curbside bulk fee and free bulk drop-off.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Public Works Director

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Steve Rasmussen, Asst. City Manager, addressed the Council. He cited the three 93) parts to Bulk Waste (BW) proposal: 1.) charge for all BW curbside pickup; 2.) no charge for BW taken to the Drop off Facility, located at 402 S. East St. and 3.) BW and brush pick up will be every other week.

Staff recommended the following BW charges: one (1) bucket - \$25; two (2) buckets - \$50 and three (3) buckets - \$75. Residents that take BW to the Allied Waste transfer station were charged \$89.74 per ton (minimum charge was same). Mr. Rasmussen noted that bi weekly BW pick up was located in Chapter 21 Refuse Code, Section 300.5 Frequency of Collection.

Mr. Rasmussen noted that three (3) cost efficiency initiatives would attempt to address the remaining deficit: 1.) route optimization; 2.) equipment efficiencies; and 3.) modified collection schedules. He stated that trucks were equipped with GPS. Same would assist with locating BW. BW pick up would be on the same schedule as recycling. Staff would conduct a Knuckleboom pilot program. Current vehicles were used for snow plowing. A knuckleboom would not have the capability to fulfill the dual role. Modifying schedule would mean that staff would be move to other positions/departments.

Alderman Painter questioned the automated trucks debt service. Patti – Lynn Silva, Finance Director, stated five (5) year debt service. Alderman Painter believed that salary and benefits were two (2) driving factors for the deficit. Mr. Rasmussen noted that weekly meetings were held with Public Works staff.

Alderman Schmidt questioned refuse code enforcement. Mr. Rasmussen stated that excess bags without stickers were not picked up.

Alderman Mwilambwe believed that citizens would work around BW charges. He cited concerns with the BW pick up administration. He believed same was tedious. Mr. Rasmussen stated the administrative burden was not significant due to GPS.

Alderman Lower believed programs and services needed to be reviewed prior to fee increases. If same was not a core service it should be eliminated or reduced. He questioned waiving/reducing SW fees for low income. Mr. Rasmussen stated that residents receiving waived/reduced SW fees same would apply to BW.

Alderman Black believed residents did not want to be charged more than what they were using. He questioned landlord BW fees. He believed future discussions would be landfills.

Alderman Hauman believed this was a starting point. She suggested reviewing SW/BW in three (3) months. She noted that property taxes were tax deductible.

Alderman Sage believed SW/BW had the same concept as the water bill; you pay for what you use. There would be a change in mind set.

Alderman Stearns believed the bucket pictures provided did not clearly define a bucket load. She suggested measurement in inches or feet for same.

Mr. Rasmussen believed there was an unknown. He suggested approving the text amendment; staff would report results September 2015.

Motion by Alderman Black, seconded by Alderman Hauman that the Text Amendment to Chapter 21, Refuse Code, Section 300.7, be approved and the Ordinance be passed.

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

Ayes: Aldermen Sage, Black, and Hauman.

Nays: Aldermen Lower, Mwilambwe, Stearns, Painter, Schmidt, and Fruin.

Motion failed.

Alderman Sage believed the efficiency increases suggested would continue.

Alderman Schmidt echoed Alderman Sage. She suggested results reported to Council September 2015.

Alderman Black questioned BW funding. Ms. Silva stated the General Fund Reserve would decrease \$350,000.

Motion by Alderman Sage, seconded by Alderman Black that staff continued with the following BW efficiencies: 1.) route optimization; 2.) equipment and other operational efficiencies; and 3.) modified collection schedules.

Motion carried, (viva voce).

CITY MANAGER'S DISCUSSION: None.

MAYOR'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Fruin questioned liquor approval for Davis Lodge and Miller Park Pavilion. David Hales, City Manager responded that each require the city code to be suspended to allow liquor.

Motion by Alderman Stearns, seconded by Alderman Hauman, that the meeting be adjourned. Time: 9:46 p.m.

Motion carried.

Renee Gooderham
Interim City Clerk

WORK SESSION
CITY COUNCIL
March 9, 2015

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

Staff present: David Hales, City Manager, Stephen Rasmussen, Asst. City Manager, Jim Karch, Public Works Director and Renee Gooderham, Interim City Clerk.

Mayor Renner called the Executive Session to order at 6:05 p.m. He noted the topic: Solid Waste.

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

Susan Schafer, 1404 Steeplechase Dr., addressed the Council. She believed Bulk Waste (BW) consisted of furniture and large household items. Brush was not a BW concept. She questioned weather conditions that produced large brush amounts. She questioned SW fee accomplishment. She suggested changing pick up frequency.

Edgar Moor, 1119 E. Grove St., addressed the Council. He echoed Ms. Schafer's comments. He believed some citizens could not afford \$50 per bucket. He suggested raising taxes. He believed the current SW Program was good for the city and future businesses.

Alton Franklin, 508 Patterson Dr., addressed the Council. He noted that the City was aware that SW was not meeting its funding. He remembered hearing that brush was not considered bulk. BW was defined as something that was controllable. He believed brush was infrastructure. A long term solution was required.

SOLID WASTE

Steve Rasmussen, Asst. City Manager, addressed the Council. He believed there was no perfect solution to the SW funding. Staff recommended the following: 1.) charge \$50 per bucket, 2.) increase the bucket charges automatically five percent (5%) every odd numbered year, 3.) no cart fee changes and 4.) fees for the drop off collection would be the same as the curb. Staff believed that charging \$50 per bucket would result in reduced demand and greater efficiency.

Mr. Rasmussen noted that Refuse and Recycling had eleven (11) employees and trucks; seven (7) employees were Refuse and four (4) were Recycling. FY 15 revenue generated was \$5.3 million and cost of same was \$4.2 million. Bulk Waste (BW) and Brush crews had twenty – one (21) employees and fifteen (15) trucks. He noted that same had more employees compared to Streets and Sewers. Staff estimated brush pick up was 3,355 tons and SW was 5,592 tons. BW generated \$26,700 in revenue and costs \$3.4 million to operate.

He cited the following options explored: 1.) \$20 flat cart fee, \$25 per bucket, no free bucket, 2.) two (2) BW vouchers per year per household, 3.) charge \$25 for first bucket and \$75 for additional, 3.) discontinue curbside bulk service and free semi-annual bulk pickup, 4.) discontinue curbside bulk service, free semiannual BW pickup and 5.) discontinue curbside BW pickup, facilitate free drop off at landfill transfer station. The results from the options were: 1.) \$357,490 net loss, year one (1), 2.) amounts to free, weekly year round bulk for most customer, negligible budget effect, 3.) net loss \$181,516 year one (1), complicated administration of program, 4.) year one (1) net gain of \$53,729 and 5.) \$618,255 net loss year one (1), staff was still researching same.

Staff believed \$50 per bucket would generate \$165,000 in revenue over expenses. The belief was a free bucket was a disincentive for efficient households, cost was high and revenue was marginal. Increasing bucket charges five percent (5%) every other year would assist to offset increases with labor, materials and landfill tipping fees.

SW costs continued to increase and Property taxes remain flat. There would be no changes to the cart fee schedule. Mr. Rasmussen explained that cart fees generated \$1 million. \$1.5 million was taken from the Fund Balance to pay for SW. Same pays for the service until October 2015. If there were no SW changes staff would request another fund transfer. SW was projected to lose \$10,000 per day. He noted that the SW Text Amendment was on tonight's regular Council meeting.

Alderman Black noted previous Work Sessions held on the SW topic including information on the city's website. He cited the following for voting against the proposed text amendment: citizens should pay for services used, removal of brush pick up within BW, address landlords utilization BW and increased code enforcement and violation fees. He believed there was a way for SW to remain an Enterprise Fund (EF).

Alderman Hauman stated she was against brush pick up charges contained within BW. She questioned Christmas trees.

Alderman Lower read from the GAAP – Generally Accepted Accounting Procedures defining an EF. He believed SW was a basic service and should be included in the General Fund (GF). He questioned efficient/effective cost cutting measures and the consequences of same. He believed same would have a negative impact on neighborhoods and there would be a loss of the property tax base.

Alderman Sage questioned brush disposal. Mr. Rasmussen stated BW was disposed at the landfill. The cost for same was \$50 per ton. There was a contract with T Kirk Brush for brush disposal. The cost was \$100 per truck. Kirk Brush sold the brush that was made into mulch and compost. Alderman Sage recommended continued brush pick up but less frequently. He believed costs would be raised or services reduced.

Alderman Mwilambwe questioned BW pick up process. Mr. Rasmussen explained that BW crews could select pick up areas.

Alderman Stearns believed BW was a core service. She wanted BW crew recommendations.

Alderman Painter stated she would not support brush pick up fees. She cited concerns with BW piling up in neighborhoods/yards.

Alderman Schmidt would not support brush pick up fees. She supported regularized BW pick up and reviewing BW for landlords.

Alderman Fruin believed the BW system should remain simple. He suggested: refuse cart flat fee, BW pick up less frequent, remove brush pick up fee, review large unit apartments reference BW. He questioned carts in storage. Mr. Rasmussen stated the following: 619 – 95 gallon; 239 – 65 gallon; 143 – 35 gallon and 231 recycling carts.

There being no further business the meeting adjourned at 6:58 p.m.



FOR COUNCIL: April 27, 2015

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on April 24, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

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

Recommended by:

David A. Hales
City Manager

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

Motion: _____ Seconded by: _____

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



FOR COUNCIL: April 27, 2015

SUBJECT: Appointments to John M. Scott Health Care Commission (JMSHCC), Scott Estate Health Care Trust Investment Committee, and Board of Library Trustees

RECOMMENDATION/MOTION: That the Appointments be affirmed.

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

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

BACKGROUND: I ask your affirmation of the following appointments:

John M. Scott Health Resource Center: Ms. Brandi Sweeney, affirming Advocate BroMenn Medical Center, appointment to this Board. Ms. Sweeney will replace Dr. Timothy Buffey's, appointment. Advocate BroMenn's Governing Body is authorized to appoint a member of their Board to the Scott Commission.

Per Section II of the JMSHCC by-laws, Ms. Brandi Sweeney shall serve out a term ending April 30, 2017 and a new term will be added ending April 30, 2020. She will then be able to serve for two (2) additional terms for a maximum of three (3) consecutive terms.

Scott Estate Health Care Trust Investment Committee: On October 23, 1992, the Judge of the Circuit Court approved the Trustee recommendation for the diversification of Trust investments and requested Trustees to appoint an Investment Committee, a custodial bank, and an investment manager.

On October 28, 1999, the City Council, as Trustee of the John M. Scott Health Care Trust, adopted and approved a revised Investment Policy, entitled "John M. Scott health Care Trust Investment Procedures and Policies. This Policy states that "Individuals serving on the Investment Committee must be recommended by the Scott Commission and approved by the Trustee. As a Subcommittee of the Scott Health Care Commission, the Investment Committee must be authorized to oversee and make investment decisions, select investment managers, allocate or reallocate funds among the various types of investment or managed funds for the Trust, subject to the review and approval of the Scott Health Care Commission and the Trustee."

I ask your affirmation of the following appointments to the Investment Committee recommended by the Scott Commission on January 14, 2015:

Ruth Ann Fraker, former John M. Scott Health Resources Administrator
Annette Martinez, Vice-Chairman of the Scott Commission

Dr. Stephen Doran, former member of the Scott Commission
Deb Skillrud, John M. Scott Health Resources Administrator

Board of Library Trustees: I ask your concurrence in the appointment of Robert W. Porter of 702 South Moore Street, Bloomington, 61701, to the Board of Library Trustees. His three (3) year term will expire 4/30/18.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Beth Oakley, Executive Asst.

Recommended by:



Tari Renner
Mayor

Attachments: Attachment 1. Board Roster

Motion: That the Appointments be affirmed.

Motion: _____ Seconded by: _____

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

John M. Scott Health Care Commission

Mayor Appointed	Staff/Chair	Title	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number
	Advocate Bloomer Health Care														
	Chair/McLean County Board of Health		Susan	Grant	04/30/15	11/24/14	2009	susan.albee@mcleancountyil.gov	200 West Front	Bloomington	61701		888-5464		
	Blm Regional Optometric Society	Dr.	John	Couillard	04/30/17	11/24/14	2008	jcouil552@aol.com	2404 Northwood Ln.	Bloomington	61704	661-6562	665-2277		
	OSF		Arnette	Martinez	04/30/15	11/24/14	2009	arnette.r.martinez@osf.org	1 State Farm Plaza	Bloomington	61710		766-2664		
	McLean Co Dental Society	Dr.	David	Wyse	04/30/20	11/24/14	2014 rep Doran	info@christianhospital.com	207 S Prospect Ave	Bloomington	61704		663-6393		
	9th District Nurses Association	Dr.	Donna	Harweg	04/30/17	11/24/14	2008	dharweg@uwi.org	1608 E Washington	Bloomington	61701	829-2678		531-2509	
	McLean Co Medical Society	Dr.	James	Swanson	04/30/19	07/28/14		jswanson52@gmail.com	1401 Eastland Dr.	Bloomington	61701		825-0718		
	United Way of McLean County		Nicole	Aune	04/30/18	03/24/14		nmith@uwiwnc.org	201 E Grove St	Bloomington	61701		828-7383		
	Second Presbyterian Church	Dr.	Scott	Hamilton	04/30/17	11/24/14		Hamilton.R.Scott@comcast.net	405 Keys Drive, Suite C	Normal	61761		664-3130	706-4641	
	Mid Central Community Action		Laura	Grant	04/30/16	03/24/14		LauraG@cccacnc.org	1301 W Washington St	Bloomington	61701		834-9227	824-9587	
	Contact - Township Super.		VACANT												
			Deb	Skillrud				dskillrud@cutvbm.org	607 S Gridley, Suite C	Bloomington	61701		828-2356	530-6408	

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 11 members

Number of members the Mayor appoints: 0

Type: Independent

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 2nd Wednesday of each month in the Township Office at 5:30pm

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 0

Appointment/Reappointment Notes:

City limits the number of IGAs with Township city does audit on Trust

At this time the Mayor does NOT appoint ANY members to this board, all appointments are made by the Township

Couillard expired 5/31/14 and reappointed 11/24/14 to his 3rd and final term

Wyse replacing Doran and completing his term with new term ending 2020. Elise for 2 additional terms with max of 3 consecutive

Swanson replacing Halperin

McLean Co Dental Society			Sieve	Doran					109 N. Regency Dr.	Bloomington	61701		663-2526		
Gailey Eye Clinic			Gregory I	Halperin					1213 E Washington St	Bloomington	61701	828-0077	828-5311		
Bloomer			Carmen	Chase					413 Alden Dr	Normal	61761		285-5990	287-9418	

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	FaxNumber	Reappointment
x		Brittany	Cornell	04/30/17	04/14/14	2014	brittanycornell@gmail.com	2605 Birchham Lane	Bloomington	61705			815-546-0837		
x		Susan	O'Rourke	04/30/17	04/28/14	2014	emeraldcaching@aol.com	2613 Kolby Ct.	Bloomington	61704			287-1209		
x		Van	Miller	4/30/2017	2/23/2015	2015	van.c.miller@gmail.com	5 Ridgewood Ter	Bloomington	61701	309-556-3127		847-533-8641		
x		Carol	Koos	04/30/18	04/13/15	2015	CarolKoos12@gmail.com	35 Woodland Ave	Bloomington	61701	309-830-9382	same	same		Appointed '15
x		Michael	Ralkes	04/30/18	04/13/15	2015	mike@bwi197.org	1520 N Clinton Blvd	Bloomington	61701	309-532-0053	same	same		Appt. 1st term
x		Jared	Brown	4/30/2015	11/10/14	2014	jbrown@bwiu.edu	18 Chatsford Court	Bloomington	61704		same	same		Appt. 1st term
x	President (2013)	Narendra K.	Jaggi	04/30/16	05/13/13	2007	naqqa@bwiu.edu	1312 Park Street	Bloomington	61701	663-2866	556-3418	664-0708		Eligible
x		Whitney	Thomas	04/30/17	04/14/14	2014	whitneythomas86@gmail.com	1312 Park Street	Bloomington	61701	663-2866	556-3418			Resigned
x		Emily	Kelehan	04/30/16	05/13/13	2013	ekelahan@gmail.com	404 W Elm St	Bloomington	61701		556-3257	618-789-0755		
								401 E Grove St	Bloomington	61701			618-304-6937		
Staff		Georaila	Bouda									557-8901			

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 9 members
Number of members the Mayor appoints: 9
Type: Internal
City Code: Chapter 25, Section 3, Section 7
Required by State Statute: Yes
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 3rd Tues of each month at 4:30pm - Library Council Room

Appointment/Reappointment Notes:
Jared Brown replacing Peggy Burton Nov. 10, 2014

Janet				61704-663-4191	824-3783	eligible
Kibler				2208 Berrywood Ln		eligible
Koos				305 Woodland	Bloomington	not eligible
Carol				61701-828-5791	Bloomington	not eligible
Janet						eligible



FOR COUNCIL: April 27, 2015

SUBJECT: Acceptance of a \$20,000 Donation from Curative Health Inc., a subsidiary of Columbia Care LLC to create summer jobs for At Risk Youth

RECOMMENDATION/MOTION: That the donation in the amount of \$20,000 be accepted and earmarked for funding At Risk Youth.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods. Objective 4e. Strong partnerships with residents and neighborhood associations.

BACKGROUND: Curative Health Inc. a subsidiary of Columbia Care LLC is donating \$20,000 to the City to create summer jobs for at risk youth. Columbia Care, LLC, a large privately-owned holding company has investments in the Healthcare, Real Estate, Technology and Financial Services sectors. Embedded within the healthcare area Columbia Care LLC owns state-licensed medical marijuana dispensaries and cultivation facilities in various states.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: These funds will be earmarked in the General Fund for summer jobs for At Risk Youth. There will be no impact to the City's finances.

Respectfully submitted for Council consideration.

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

Motion: That the donation in the amount of \$20,000 be accepted and earmarked for funding At Risk Youth.

Motion: _____

Seconded by: _____

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



FOR COUNCIL: April 27, 2015

SUBJECT: Accepting Permanent and Temporary Water Main Easements at 1200 and 1203 S. Main St. Normal, IL

RECOMMENDATION/MOTION: Recommend that the Payment to Advocate BroMenn for Permanent Easements in the amount of \$34,500 and for Temporary Easements in the amount of \$1,000 for the Main St. Transmission Main Relocation Project be approved and the Mayor and City Clerk authorized to execute the necessary documents in a final form approved by the City Manager.

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

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

BACKGROUND: There are two (2) transmission mains the City requires permanent and temporary easement to relocate same. There is a conflict with the Illinois Department of Transportation (IDOT) bridge replacement. Construction is scheduled to begin May 2015. Stark Excavating, Inc. was awarded the Construction Contract at the February Council meeting. The City hired Brian Finch, Inc. to provide a fair appraisal for the temporary and permanent easements from Advocate BroMenn.

Although the final verbiage of the easement documents is still being negotiated by the parties, the remaining changes should be nominal and of little impact to the City. The cost of the easements has been agreed to by the parties. Time is of the essence on this project, so City staff is seeking authorization to proceed even if the easement language is not finalized, subject to the final approval of the City Manager.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: This purchase will be made from the Water Transmission & Distribution-Other Professional & Technical Services account (50100120-70220). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 137.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1 Easement Contract
Attachment 2 Appraisal Report
Attachment 3. Permanent & Temporary Easement Plat

Motion: That the Payment to Advocate BroMenn for Permanent Easements in the amount of \$34,500 and for Temporary Easements in the amount of \$1,000 for the Main St. Transmission Main Relocation Project be approved and the Mayor and City Clerk authorized to execute the necessary documents in a final form approved by the City Manager.

Motion: _____ Seconded by: _____

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

EASEMENT

THIS INDENTURE WITNESSETH

that Advocate Health and Hospitals Corporation,
f/k/a BroMenn HealthCare, d/b/a
Advocate BroMenn Medical Center, an
Illinois not-for-profit Corporation, hereinafter
referred to as “Grantor”, for and in consideration
of TEN AND 00/100 DOLLARS (\$10.00)

AND OTHER GOOD AND VALUABLE
CONSIDERATION DESCRIBED BELOW,

the receipt and sufficiency of which is hereby
acknowledged, grants, conveys, quit claims, and
dedicates to the CITY OF BLOOMINGTON, a
Municipal Corporation, hereinafter referred
to as “Grantee”, temporary and permanent
utility easements across the following described
property for the purpose of clearing, constructing, operating and maintaining a watermain on the
1200 block of South Main Street in Normal, Illinois and 1203 South Main Street in Normal,
Illinois, and all necessary appurtenances thereto, which easement is depicted on the plat attached
hereto and is described as follows:

Description of Permanent and Temporary Easements: See plats attached as Exhibits “A and B”

Part of PINs: 14-33-128-013 and 14-33-132-010

1. Grantee shall have through its employees, agents and/or contractors the free right of ingress and egress over and across the easement property insofar as such right of ingress and egress is necessary for the proper use of any right granted herein.
2. Grantee agrees to indemnify and hold Grantor harmless from any and all liabilities, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property on the above-described premises which arise out of the act, or failure to act, or negligence of Grantee, their agents, employees or assigns in the exercise of the rights under this Grant of Easement.
3. Grantor may not place, build, construct or erect any permanent structure on the permanent easement area without the express, written consent of the Grantee. Notwithstanding the above, Grantor may use the permanent easement area identified in Exhibit B as “PE-1” for parking. Grantor expressly acknowledges and agrees that Grantee may, in its operating, maintaining or repairing the watermain, cause damage to parking improvements installed by Grantor on such permanent easement area. Any cost to repair such damage to the permanent easement area shall be solely the responsibility of Grantor.

4. Grantor may not place any temporary structures upon the permanent easement area.
5. Grantor agrees that, after the bridge work is completed which necessitated the relocation of the watermain subject to this easement, Grantee shall, either itself or through its contractor, remove all gravel and rock, grade, add topsoil, compost, seed and mulch per IDOT specifications Method 2/Procedure 2, for the entire parcel 14-33-132-010 and any of parcel 14-33-128-013 which is disturbed by the construction activities of Grantee.
6. For the temporary easements described herein, Grantee shall pay to pay Grantor \$3.69 per day for the temporary easements described in Exhibit A as TE-1 and TE-2 and \$7.04 per day for the temporary easement described in Exhibit A as TE-3 and TE-4. The temporary easements shall expire when Grantee completes the relocation of the watermain and that work described in Paragraph 5 above.
7. For the permanent easements described herein, Grantee shall pay to Grantor \$12,150.00 for the permanent easement described in Exhibit B as PE-1 and \$22,350.00 for the permanent easement described in Exhibit B as PE-2.
8. The terms, conditions and provision of this Grant of Easement as herein set forth shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto and shall run with title to the land.

DATED this ____ day of _____, 2015.

Advocate Health and Hospitals
Corporation, f/k/a BroMenn Healthcare,
d/b/a Advocate BroMenn Medical Center,
an Illinois not-for-profit Corporation,

By _____
Its _____

ATTEST:

Its _____

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for the County in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are respectively as _____ and _____

_____ of Advocate Health and Hospitals Corporation, f/k/a BroMenn HelathCare, d/b/a Advocate BroMenn Medical Center., subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized, signed, sealed and delivered the said instrument as their free and voluntary act of said corporation, for and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 2015.

Notary Public

This instrument was prepared by and after recording should be returned to:
Brian D. Jones
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705

APPRAISAL REPORT

Permanent & Temporary Watermain Transmission Easements
1203 (A) & 1200 (B) Block South Main Street
Normal, Illinois 61761
Owner: Advocate Bromenn

FOR

Mr. Brett Lueschen, Interim Water Director
City of Bloomington
603 W. Division Street
Bloomington, IL 61701

BY

Brian A. Finch, Inc.
Appraiser: Brian A. Finch, MAI & Paul R. Finch

DATE OF VALUATION

February 23, 2015

Brian A. Finch, MAI
Brian A. Finch, Inc.
901 E. Grove St., Suite C-4, Bloomington, IL 61701

Phone: (309) 821-0303
FAX: (877) 825-6433
brianfinchmai@BrianAFinchInc.com

February 26, 2015

Mr. Brett Lueschen, Interim Water Director
City of Bloomington
603 W. Division Street
Bloomington, IL 61701
Dear Ms. McLaughlin:

In accordance with your request, we have made a personal inspection of the property captioned below for the purpose of estimating the just compensation value of two proposed permanent easements and temporary construction easements for relocation of a water main on two parcels of land.

The property is legally described in the report that follows and is commonly known and numbered as:

Permanent & Temporary Watermain Transmission Easements
1203 (A) & 1200 (B) Block South Main Street
Normal, Illinois 61761

This is an **Appraisal Report** which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the 2014-2015 Edition of the Uniform Standards of Professional Appraisal Practice. The appraisers are not responsible for unauthorized use of this report.

As a result of our personal inspection of the subject property and surrounding neighborhood, and subject to the assumptions and limiting conditions in this report, an opinion has been formed that the Market Value of the Easement interests in the subject property, as of February 23, 2015, are:

JUST COMPENSATION	
PARCEL A Permanent Easement	\$12,150
PARCEL B Permanent Easement	\$22,350
PARCEL A Temporary Easement	\$3.69/Day
PARCEL B Temporary Easement	\$7.04/Day

Respectfully submitted,



Brian A. Finch, MAI
Illinois State Certified General Real Estate Appraiser 553.000184 (Expires 9/30/2015)



Paul R. Finch
Illinois Associate Real Estate Trainee Appraiser 557.005861 (Expires 9/30/2015)

Brian A. Finch, MAI
Brian A. Finch, Inc.
901 E. Grove St., Suite C-4, Bloomington, IL 61701

Phone: (309) 821-0303
FAX: (877) 825-6433
brianfinchmai@BrianAFinchInc.com

SUMMARY OF FACTS AND CONCLUSIONS

REPORT DATE: February 26, 2015

PROPERTY TYPE: Commercial

PROPERTY SUBTYPE: Vacant Land

PROPERTY NAME: Permanent & Temporary Watermain Transmission Easements

OWNER NAME: Advocate Bromenn

LOCATION: 1203 (A) & 1200 (B) Block South Main Street
Normal, Illinois 61761

DATE OF APPRAISAL: February 23, 2015

TAX PARCEL NUMBER: 14-33-128-013 (A); 14-33-132-010 (B)

PROPERTY RIGHTS APPRAISED: Permanent & Temporary Easements

HIGHEST & BEST USE: Surface parking

AREA:

	S.F. Parcel A	S.F. Parcel B
Larger Parcel Area	8,712	11,632
Permanent Easement (P.E.) Area	2,430	3,725
Temporary Easement (T.E.) Area	1,924	3,058

ZONING: B-1, General Business; P-1, Overlay Corridor; Optional Main Street Form Based Overlay District

CONCLUSIONS:

JUST COMPENSATION

PARCEL A Permanent Easement	\$12,150
PARCEL B Permanent Easement	\$22,350
PARCEL A Temporary Easement	\$3.69/Day
PARCEL B Temporary Easement	\$7.04/Day

Brian A. Finch, MAI
Brian A. Finch, Inc.
901 E. Grove St., Suite C-4, Bloomington, IL 61701

Phone: (309) 821-0303
FAX: (877) 825-6433
brianfinchmai@BrianAFinchInc.com

SITE ANALYSIS – 1203 South Main Street (West Parcel A)

DIMENSIONS: 89' (E) x 155.74' (N) x 17.11' (W) x 182'± (S)

LAND AREA-LARGER PARCEL: 0.2± Acres; 8,712± Square Feet

SHAPE: Irregular

LOCATION: Interior

TOPOGRAPHY: Level to gently rolling.

DRAINAGE: Appears adequate.

UTILITIES: Public utility sanitary sewer, water, electricity, telephone, and natural gas are available to the site.

EASEMENTS: **Permanent Easement: 2,430 Square Feet**
Temporary Easement: 1,924 Square Feet

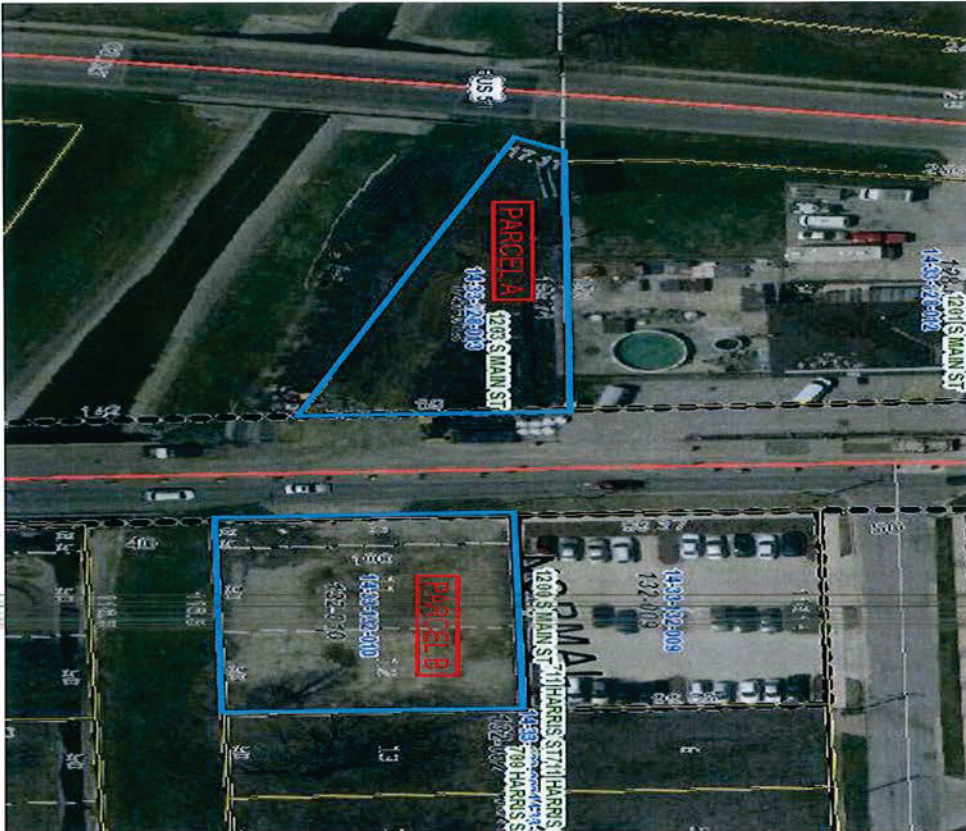
ZONING: The subject parcel has an underlying zoning of B-1, General Business, by the Town of Normal. The subject site also is subject to two overlay zoning districts by the Town of Normal: MS3-Commercial, Cottage Commercial, & Iconic, Main Street Corridor Optional Form-Based Overlay District; P-1. The present use appears to be legal and conforming.

FLOOD INSURANCE: In our opinion, it appears that the subject site **is** located in a HUD identified Flood Hazard Area (based upon FEMA flood map Community Panel Number 17113C0501E, dated July 16, 2008). The site appears to be in the floodway.

SITE IMPROVEMENTS: None.

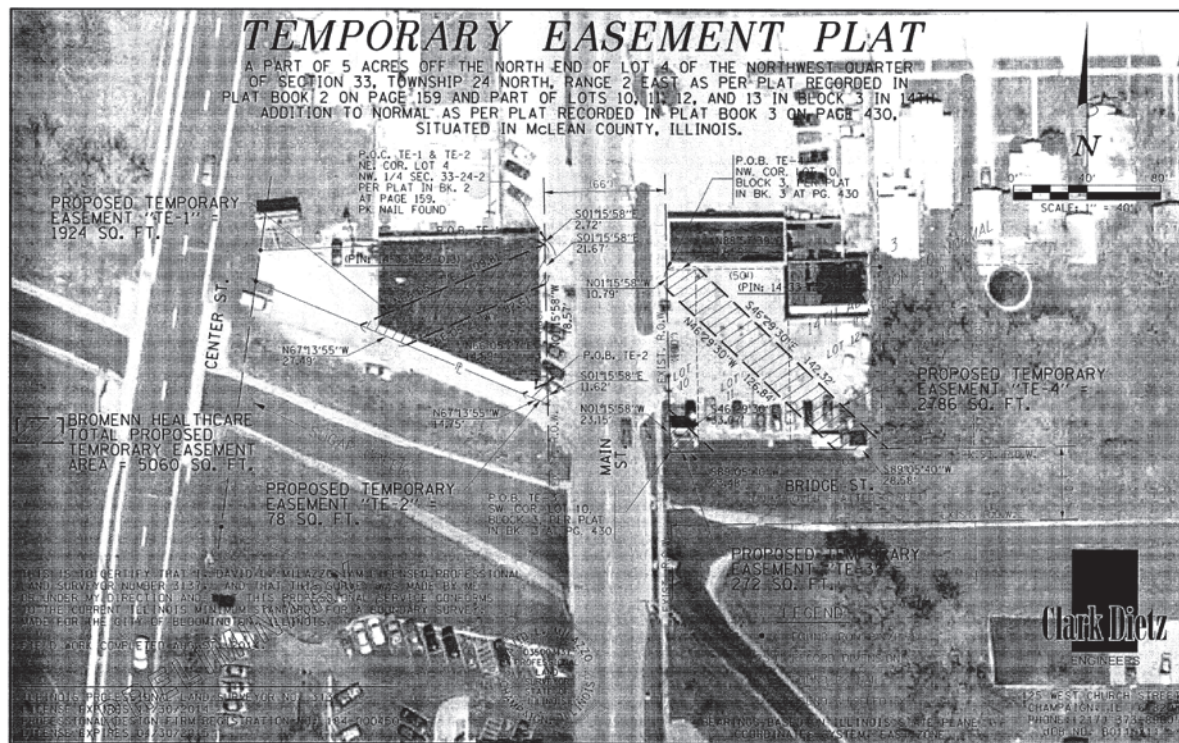
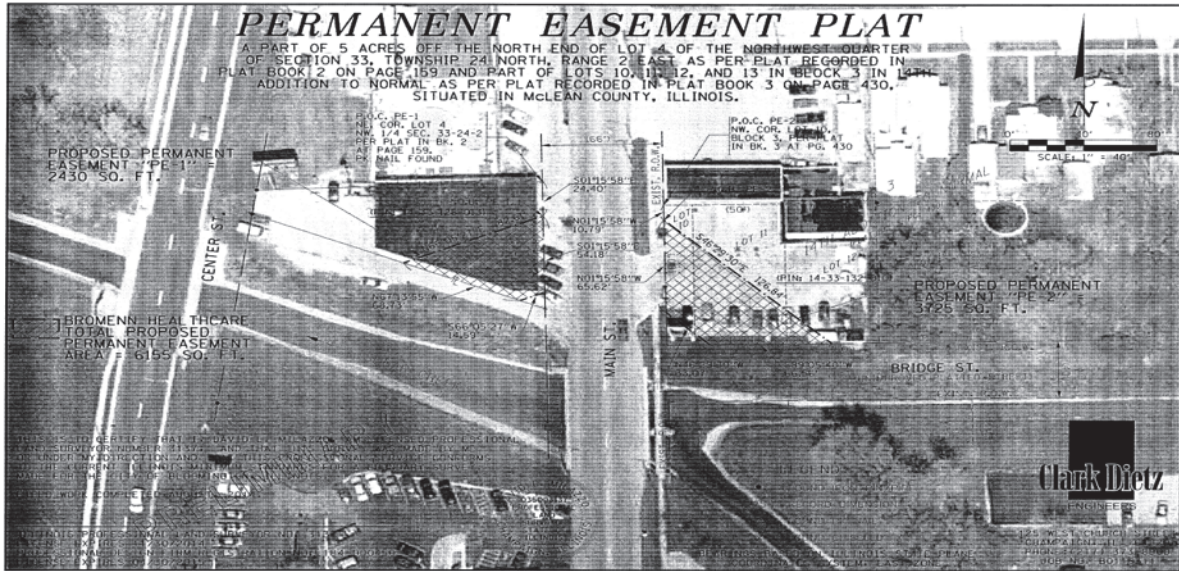
SITE ANALYSIS – 1203 South Main Street (West Parcel A)

DIMENSIONS:	89' (E) x 155.74' (N) x 17.11' (W) x 182'± (S)
LAND AREA-LARGER PARCEL:	0.2± Acres; 8,712± Square Feet
SHAPE:	Irregular
LOCATION:	Interior
TOPOGRAPHY:	Level to gently rolling.
DRAINAGE:	Appears adequate.
UTILITIES:	Public utility sanitary sewer, water, electricity, telephone, and natural gas are available to the site.
EASEMENTS:	Permanent Easement: 2,430 Square Feet Temporary Easement: 1,924 Square Feet
ZONING:	The subject parcel has an underlying zoning of B-1, General Business, by the Town of Normal. The subject site also is subject to two overlay zoning districts by the Town of Normal: MS3-Commercial, Cottage Commercial, & Iconic, Main Street Corridor Optional Form-Based Overlay District; P-1. The present use appears to be legal and conforming.
FLOOD INSURANCE:	In our opinion, it appears that the subject site is located in a HUD identified Flood Hazard Area (based upon FEMA flood map Community Panel Number 17113C0501E, dated July 16, 2008). The site appears to be in the floodway.
SITE IMPROVEMENTS:	None.



I.D.O.T Bridge in the Town of Normal







FOR COUNCIL: April 27, 2015

SUBJECT: Waive the Formal Bid Process as a limited source and Approve Agreement with Starnet Technologies, Inc.

RECOMMENDATION/MOTION: Recommend to Waive the Formal Bid Process as a limited source and Approve Agreement with Starnet Technologies, Inc. in the amount of \$58,699.51 and the Mayor and City Clerk authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d – City Services delivered in the most cost effective, efficient manner

BACKGROUND: The existing SCADA System software installed at the water treatment plant SCADA server and the workstations throughout the Water Department are outdated. The Windows operating system in each of these computers are still using Windows XP. Microsoft has discontinued the technical support and security update of the Windows XP operating system and it makes these computers running the SCADA system vulnerable to virus and malware infection. The current version of SCADA iFIX (version 3.5) is not compatible with Windows 7 and updating the operating system from Windows XP to Windows 7 is not possible without updating the old SCADA iFIX to version 5.8.

The SCADA system provides the connectivity between various pump stations and the water treatment plant. The SCADA system controls various pumps and valves throughout the whole water system. The software also collects and archives data from the control system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: This software upgrade payment of \$58,699.51 will be made from Water Purification-Other Supplies (50100130-71190). Sufficient budgeted funds are available in the multiple accounts in the budget roll-up group to cover this expenditure. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on page 143.

Respectfully submitted for Council consideration.

Prepared by:	Brett Lueschen, Interim Water Director
Reviewed by:	Steve Rasmussen, ACM
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Starnet Technologies, Inc. Quotation

Motion: To Waive the Formal Bid Process as a limited source and Approve Agreement with Starnet Technologies, Inc. in the amount of \$58,699.51 and the Mayor and City Clerk authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



Date: March 10, 2015

To: Jesus Tubia
City of Bloomington Water Department
Project: SCADA System – Software Upgrade

Quote No.: JBR150310A

Dear Jess:

We are pleased to provide this quotation for the City of Bloomington SCADA system upgrade. The scope of this quotation is to upgrade your SCADA system software licenses. Your SCADA System software is Intellution iFix version 3.5. The latest Intellution iFix software is version 5.8. Your last software upgrade occurred on October 2004.

This upgrade is required for any SCADA server or workstation that will run Microsoft Windows 7 as an operating system. As you are aware, Microsoft Windows XP is no longer available for sale on new PCs, and will not be supported by Microsoft as of April, 2014.

The GlobalCare support program includes all upgrades and access to their Technical Support and Knowledge base for the length of the agreement.

This quotation includes the upgrade and three years of the GlobalCare support program. Also included is the latest Emerson (Bristol Babcock) OpenBSI software needed to communicate with your legacy Bristol 3330 RTUs.

The table on the following page provides a breakdown of software required to complete the upgrade. Please verify the key numbers. These are the keys that Intellution has assigned to your account.

Quotation – Page 2

Our quotation is as follows:

Item	Cost
SCADA_ARC - Proficy Historian: 1,000 Point - Standard (City Hall)	
Upgrade Key# 100120161 to the latest version	\$ 1,059.15
Three Year GlobalCare coverage	\$ 6,175.22
Proficy Historian: 10 User Client Access License - Upgrade	\$ 377.36
Three Year GlobalCare coverage	\$ 2,264.17
Plant01 SCADA Server - iFIX Plus SCADA Pak Unlimited Developer (Water Plant)	
Upgrade Key# 100120171 to the latest version	\$ 1,054.56
Three Year GlobalCare coverage	\$ 5,378.27
Add New Industrial Gateway Server	\$ 805.00
Upgrade OpenBSI Software (Netview and Workbench) to Latest Version	\$ 3,093.20
Add New OpenBSI Object Server Communications manager for OPC Server(s)	\$ 1,624.30
iFIX SCADA Server - iFIX Plus SCADA Pak Unlimited Developer (Hamilton Tank)	\$ 1,054.56
Upgrade Key# 200083333 to the latest version	
Three Year GlobalCare coverage	\$ 5,378.27
Upgrade OpenBSI Software (Netview and Workbench) to Latest Version	\$ 3,093.20
Add New OpenBSI Object Server Communications manager for OPC Server(s)	\$ 1,624.30
Water Plant - MMI1 (Distribution) - 100120163 - Runtime	\$ 266.82
Three Year GlobalCare coverage	\$ 1,360.94
Ft. Jesse Pumpstation - 100352499 - Runtime	\$ 266.82
Three Year GlobalCare coverage	\$ 1,360.78
Keith Tarvin's Office - 100135611 - Runtime	\$ 266.82
Three Year GlobalCare coverage	\$ 1,360.78
Water Plant - Rick Twait's Office - 100135610 - Runtime	\$ 266.82
Three Year GlobalCare coverage	\$ 1,360.78
Outside Rick's Office (old plant) - 100120169 - Runtime	\$ 266.82
Three Year GlobalCare coverage	\$ 1,360.78
Brett Lueschen's Office - 100320615 - iClient Read Only	\$ 151.83
Three Year GlobalCare coverage	\$ 774.35
Water Plant - Dick Holz's Office - 100120166 - iClient Read Only	\$ 151.83
Three Year GlobalCare coverage	\$ 774.35
Jesus Tubia's Laptop - 100299768 - iClient Read Only	\$ 151.83
Three Year GlobalCare coverage	\$ 774.35
Water Office - Conf. Room - 100320619 - iClient Read Only	\$ 151.83
Three Year GlobalCare coverage	\$ 774.35
Software Total	\$ 44,824.51
Installation Labor	\$ 13,875.00
Project Total	\$ 58,699.51

Starnet Technologies / 8520 Hollander Drive / PO Box 374 / Franksville, WI 53126-0374
Phone: (262) 886-0228 / FAX: (262) 886-0221
www.starnet-wi.net

Quotation – Page 3

This quotation is subject to the following Terms and Conditions:

- Applicable taxes will be added.
- Terms are NET 30.
- Prices are valid for 60 days.

Thank you for the opportunity to provide this proposal. Please call me if you have any questions.

James B. Redford

cc:file



FOR COUNCIL: April 27, 2015

SUBJECT: Analysis of Bids and Contract Award to George Gildner, Inc. for the Jackson and Catherine St. Sewers (Bid # 2015-59)

RECOMMENDATION/MOTION: Recommend that the bid for Jackson and Catherine St. Sewers be awarded to George Gildner, Inc. in the amount of \$365,000 and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: Work proposed within this contract includes constructing sanitary sewer for the 500 and 600 blocks of east Jackson St., as well as storm and sanitary sewer for the 400 block of Catherine St. There is no public sanitary sewer main in these blocks. Properties are served from long private sewer services.

The contract allows 120 calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

The Public Works Department's Engineering Division prepared plans and specifications for the Jackson and Catherine St. Sewers project and the project was advertised for bids beginning on March 30, 2015. Bids were received until 2:00 PM Monday, April 13, 2015, in the office of the City Clerk. Three (3) bids were received and opened in the City Hall Conference Room. The bid tabulation is attached.

George Gildner, Inc. (Low Bid)	\$ 328,732.00
G. A. Rich & Sons, Inc.	\$ 420,001.50
Stark Excavating, Inc.	\$ 443,777.00
<i>Engineer's Estimate</i>	\$ 460,712.00

The awarded amounts include the base Proposal, the Additive Alternate for Catherine St. and a contingency amount for each fund. The base bid will be funded through the Sanitary Sewer fund (FY 15) and the Catherine St. Alternate will be funded through CDGB grants (FY 16).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 30 and April 6, 2015, and a pre bid meeting was held at 9:30 AM on April 6, 2015, in the Public Works Department Conference Room. The residents and landowners along each of the blocks have also been contacted regarding this project. A copy of two (2) letters that have been sent to the adjacent landowners are attached.

FINANCIAL IMPACT: The \$365,000 cost will be allocated as follows:
\$173,000 will be spent out of the FY 2015 Budget under Sanitary Sewer-Sewer Construction & Improvements (51101100-72550). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Fund" on pages 159, 280, 328, 334 & 335. \$280,000 was included in the FY 2015 Adopted Budget under Sanitary Sewer for this project.

\$192,000 will be spent out of the FY 2016 Budget under Community Development Capital Improvements-Sewer Construction & Improvements (22402440-72550-52000).

\$80,000 will be transferred from Community Development Capital Improvements-Sidewalk FY 2016 Budget (22402440-72560-52000) with the remaining \$112,000 transferred from the Community Development Capital Improvements-Demolition FY 2016 Budget (22402440-70651-52000) to Community Development Capital Improvements-Sewer Construction & Improvements Budget (22402440-72550-52000).

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis, PE, Civil Engineer I

Reviewed by: Jim Karch, PE CFM, Public Works Director

Reviewed by: Steve Rasmussen, ACM

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

Legal review by: Jeffrey R. Jurgens, Corporate Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation
Attachment 2. Catherine St. Sewer Photo
Attachment 3. Jackson St. Sewer Photo
Attachment 4. Letters
Attachment 5. Agreement

Motion: That the bid for Jackson and Catherine St. Sewers be awarded to George Gildner, Inc. in the amount of \$365,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON
Jackson Street and Catherine Street Sewers

PROJECT NO. # 50-03-42154-08-00

Bid No. 2015-59

Proposal opening Date: 4/13/2015 Attended by: Tony Meizelis
Proposal Opening Time: 2:00 PM Andrew Coffey
Prepared By: TJM 4/14/2015 Jeff Raines

Bid Tabulation

BASE PROPOSAL				Engineer's Estimate		George Gildner		GA Rich + Sons		Stark Excavating	
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Sanitary Sewer, PVC, SDR-21, 8"	LF	460	\$100.00	\$46,000.00	\$78.00	\$35,880.00	\$98.00	\$45,080.00	\$83.00	\$38,180.00
2	Sanitary Sewer Service, PVC SDR-21, 6"	LF	260	\$90.00	\$23,400.00	\$72.00	\$18,720.00	\$80.00	\$20,800.00	\$75.00	\$19,500.00
3	Sanitary Cleanout, PVC SDR-21, 6"	EA	15	\$500.00	\$7,500.00	\$150.00	\$2,250.00	\$482.00	\$7,230.00	\$350.00	\$5,250.00
4	Manhole Type "A", 4' Dia.	EA	1	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	\$3,346.00	\$3,346.00	\$3,500.00	\$3,500.00
5	Manhole Tyoe "A", 6' Dia	EA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,255.00	\$6,255.00	\$9,000.00	\$9,000.00
6	Flat Top Manhole, Type "C", 4' Dia	EA	3	\$5,000.00	\$15,000.00	\$2,900.00	\$8,700.00	\$2,932.00	\$8,796.00	\$3,500.00	\$10,500.00
7	Manhole Removal	EA	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$659.00	\$659.00	\$5,000.00	\$5,000.00
8	Select Granular Backfill	LF	730	\$50.00	\$36,500.00	\$37.00	\$27,010.00	\$33.00	\$24,090.00	\$65.00	\$47,450.00
9	Pavement Removal and Replacement, Special	LF	675	\$80.00	\$54,000.00	\$63.00	\$42,525.00	\$57.00	\$38,475.00	\$85.00	\$57,375.00
10	Sidewalk Removal	SF	50	\$2.00	\$100.00	\$2.00	\$100.00	\$2.00	\$100.00	\$7.50	\$375.00
11	PCC Sidewalk, 4"	SF	50	\$7.00	\$350.00	\$8.00	\$400.00	\$15.00	\$750.00	\$36.00	\$1,800.00
12	PCC Sidewalk, 6"	SF	83	\$9.00	\$747.00	\$9.00	\$747.00	\$18.00	\$1,494.00	\$16.00	\$1,328.00
13	Combination Curb and Gutter Removal and Replacement	LF	115	\$85.00	\$9,775.00	\$34.00	\$3,910.00	\$76.00	\$8,740.00	\$80.00	\$9,200.00
14	Driveway Removal	SY	25	\$45.00	\$1,125.00	\$9.00	\$225.00	\$3.00	\$75.00	\$15.00	\$375.00
15	PCC Driveway, 6"	SY	15	\$100.00	\$1,500.00	\$78.00	\$1,170.00	\$93.00	\$1,395.00	\$140.00	\$2,100.00
16	Erosion Control	LS	1	\$5,000.00	\$5,000.00	\$600.00	\$600.00	\$1,200.00	\$1,200.00	\$250.00	\$250.00
17	Topsoil Placement and Seeding, Special	SY	55	\$20.00	\$1,100.00	\$40.00	\$2,200.00	\$14.00	\$770.00	\$50.00	\$2,750.00
19	Traffic Control	LS	1	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00
Total As Read					\$222,597.00		\$155,837.00		\$184,255.00		\$214,933.00

Additive Alternate for Catherine Street CDBG Sewers

ITEM	DESCRIPTION	UNIT	APPROX. QTY	Engineer's Estimate		George Gildner		GA Rich + Sons		Stark Excavating	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A1	Sanitary Sewer, PVC, SDR-21, 8"	LF	260	\$100.00	\$26,000.00	\$78.00	\$20,280.00	\$98.00	\$25,480.00	\$73.00	\$18,980.00
A2	Sanitary Sewer Service Complete, PVC SDR-21, 6"	EA	5	\$1,700.00	\$8,500.00	\$300.00	\$1,500.00	\$2,453.00	\$12,265.00	\$1,100.00	\$5,500.00
A3	Sanitary Sewer Service, PVC SDR-21, 6"	LF	345	\$90.00	\$31,050.00	\$76.00	\$26,220.00	\$120.00	\$41,400.00	\$68.00	\$23,460.00
A4	Sanitary Cleanout, PVC SDR-21, 6"	EA	6	\$500.00	\$3,000.00	\$150.00	\$900.00	\$482.00	\$2,892.00	\$350.00	\$2,100.00
A5	Manhole Type "A", 4' Dia.	EA	5	\$5,000.00	\$25,000.00	\$2,100.00	\$10,500.00	\$2,709.00	\$13,545.00	\$3,600.00	\$18,000.00
A6	Storm Sewer, PVC, SDR-21, 12"	LF	305	\$55.00	\$16,775.00	\$61.00	\$18,605.00	\$104.00	\$31,720.00	\$78.00	\$23,790.00
A7	Storm Sewer, PVC, SDR-26, 15"	LF	8	\$60.00	\$480.00	\$75.00	\$600.00	\$15.00	\$120.00	\$200.00	\$1,600.00
A8	Storm Sewer Removal, 12"	LF	29	\$50.00	\$1,450.00	\$12.00	\$348.00	\$32.00	\$928.00	\$27.00	\$783.00
A9	Manhole Removal	EA	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$659.00	\$659.00	\$5,000.00	\$5,000.00
A10	Inlet Removal	Ea	3	\$500.00	\$1,500.00	\$120.00	\$360.00	\$640.00	\$1,920.00	\$750.00	\$2,250.00
A11	Inlet, Type H	EA	4	\$1,000.00	\$4,000.00	\$1,600.00	\$6,400.00	\$2,168.00	\$8,672.00	\$1,700.00	\$6,800.00
A12	Select Granular Backfill	LF	750	\$50.00	\$37,500.00	\$36.00	\$27,000.00	\$40.00	\$30,000.00	\$73.00	\$54,750.00
A13	Pavement Removal and Replacement, Special	LF	645	\$80.00	\$51,600.00	\$63.00	\$40,635.00	\$48.00	\$30,960.00	\$65.00	\$41,925.00
A14	Sidewalk Removal	SF	640	\$2.00	\$1,280.00	\$1.20	\$768.00	\$2.00	\$1,280.00	\$1.15	\$736.00
A15	PCC Sidewalk, 4"	SF	565	\$7.00	\$3,955.00	\$7.60	\$4,294.00	\$11.00	\$6,215.00	\$11.00	\$6,215.00
A16	PCC Sidewalk, 6"	SF	75	\$9.00	\$675.00	\$8.00	\$600.00	\$14.00	\$1,050.00	\$17.00	\$1,275.00
A17	Detectable Warnings	SF	40	\$60.00	\$2,400.00	\$25.00	\$1,000.00	\$41.00	\$1,640.00	\$22.00	\$880.00
A18	Combination Curb and Gutter Removal and Replacement	LF	85	\$85.00	\$7,225.00	\$34.00	\$2,890.00	\$56.00	\$4,760.00	\$72.00	\$6,120.00
A19	Driveway Removal	SY	25	\$45.00	\$1,125.00	\$9.00	\$225.00	\$5.00	\$125.00	\$30.00	\$750.00
A20	PCC Driveway, 6"	SY	45	\$100.00	\$4,500.00	\$78.00	\$3,510.00	\$81.00	\$3,645.00	\$84.00	\$3,780.00
A21	Topsoil Placement and Seeding, Special	SY	105	\$20.00	\$2,100.00	\$32.00	\$3,360.00	\$14.00	\$1,470.00	\$30.00	\$3,150.00
A22	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$900.00	\$900.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00
TOTAL ADDITIVE ALTERNATE					\$238,115.00		\$172,895.00		\$235,746.00		\$228,844.00
Total Jackson + Catherine					\$460,712.00		\$328,732.00		\$420,001.00		\$443,777.00

Catherine Street Sewer



0 130 260 Feet

DATE 04/06/2015



Jackson Street Sewers



0 130 260 Feet

DATE 04/06/2015



September 20, 2013

Subject: Jackson Street Sanitary Sewer

Dear Property Owners and Residents:

The City of Bloomington is making preliminary plans to install a new sanitary sewer line along Jackson Street, from McLean Street to Clayton Street. Currently, there is no public line along this stretch of Jackson, and the City wants to fill in this gap.

In addition, there is potential that a new water main will be installed as part of the project. This would entail laying a larger main to replacing the existing water main.

Toward our sewer planning, we need to know how each property ties in to the City sanitary sewer. We need your help.

Please contact the Public Works Department on a weekday from 7:30 a.m. and 4:30 p.m. We are interested in any information you have regarding the sewer connection from the property, and we need to touch base with you even if you have no knowledge of the sewer tie-in. We want any information you can give that might be of value to the process and welcome the opportunity to discuss any questions you might have.

As planned now, subject to change, construction could occur in summer 2014. The sewer would run under the street to reduce impact on the neighborhood. During construction, there would be inconveniences, including short periods of blocked and limited access to driveways. If the City proceeds with the water project too, there would be short periods of water service interruption.

The City intends to leave sewer clean-outs near the edge of the street for customers to link into the system. It would then be the responsibility of the property owner, at the owner's expense, to run a sewer lateral from a home to the clean out placed by the City to connect with the new sewer line. We do not have cost estimates for sewer laterals and we are not permitted by ethics rules to recommend a contractor.



Public Works Department
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

Tony Meizelis is our staff engineer assigned to this project. Tony can be reached through e-mail at tmeizelis@cityblm.org or by phone at (309) 434-2523. We look forward to working with your neighborhood on this project.

Sincerely,

Jim Karch, P.E. CFM
Director of Public Works
Public Works Department
City of Bloomington
jkarch@cityblm.org

"Providing good stewardship of the public infrastructure and equipment safely through competitive services and excellent customer relations."



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

**Sewer Notice Created
November 14 2014**

To: Current Resident
ADDRESS
Bloomington, IL 61701

Re: Free Televising of your Sanitary Sewer Service Lateral For ***ADDRESS***, Bloomington, IL.

Dear Homeowner and/or Resident,

The City of Bloomington is in the process of preparing construction plans for new sanitary sewer in your area. In order to accurately account for home sewer service pipes, the City is offering to provide free televising of your sanitary sewer service lateral.

This televising will give you an assessment of the condition of your service pipe and allow the City to accurately determine the location of the pipe for inclusion on the construction plans.

The City has partnered with Rewes Drain Cleaning, LLC to come to your home to perform this work. Please call the number below to schedule a convenient time for which you will be available to allow Rewes into your home to access the service lateral.

Rewes Drain Cleaning, LLC.
Ph.: 275-2949

If you have any questions please call Tony Meizelis at 434-2225 or tmeizelis@cityblm.org.

Thank you for your cooperation in allowing the City to complete this work.

Yours truly,

Tony Meizelis, PE
Project Engineer
City of Bloomington

AGREEMENT (To be Completed after Award of Contract)

THIS AGREEMENT, Made and entered into this _____, by and between, _____, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did in _____, by advertisement, call for bids for furnishing all labor and material for the construction of **JACKSON AND CATHERINE STREET SEWERS** project for said City.

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

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **JACKSON AND CATHERINE STREET SEWERS** are all essential documents of this contract and are a part hereof.

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

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

IT IS FURTHER AGREED that said Contractor shall complete all work within 120 calendar days of written NOTICE TO PROCEED.

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

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party

of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

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

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

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

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

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

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

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

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
MAYOR TARI RENNER

WITNESS:

CONTRACTOR (Seal)



FOR COUNCIL: April 27, 2015

SUBJECT: Ratification of Contract with Laborers International Union Local 362 Inspectors

RECOMMENDATION/MOTION: That the contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives: 1d. City services delivered in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On February 27, 2015 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that would expire on April 30, 2015. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On March 31, 2015, the parties reached Tentative Agreement on the issues listed below. The union membership ratified the tentative agreement on April 8, 2015. This Union represents fifteen (15) budgeted full-time positions.

Wages and Benefits

- May 1, 2015 wage increase of 2.25%.
- May 1, 2016 wage increase of 2.25%.
- Addition of language on the Affordable Care Act (ACA) that would allow the City to make changes to the Health Insurance Plan in order to avoid the Cadillac Tax. The new language also permits the City to increase the employee's monthly insurance contributions to include any excise tax or penalty under the ACA.
- Reduce the number of sick leave hours a new employee receives in the first nine months of employment from 20 hours a month to 8 hours a month.

Miscellaneous Items

- Modified language that will allow the City and the Union the ability to strike a grievance arbitration panel and request a new list.

Term of Agreement

- 2 year Agreement

Other minor changes can be found in the draft Collective Bargaining Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and Local 362 Inspector employees.

FINANCIAL IMPACT: Increase in wage tables by 2.25% effective May 1, 2015 and by 2.25% effective May 1, 2016. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately \$57,000.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Nicole Albertson, Human Resources Director

Financial & Budgetary review by: Paulette Hurd, Chief Accountant

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Draft of Local 362 Inspectors Contract

Motion: That the contract be ratified.

Motion: _____ Seconded by: _____

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

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

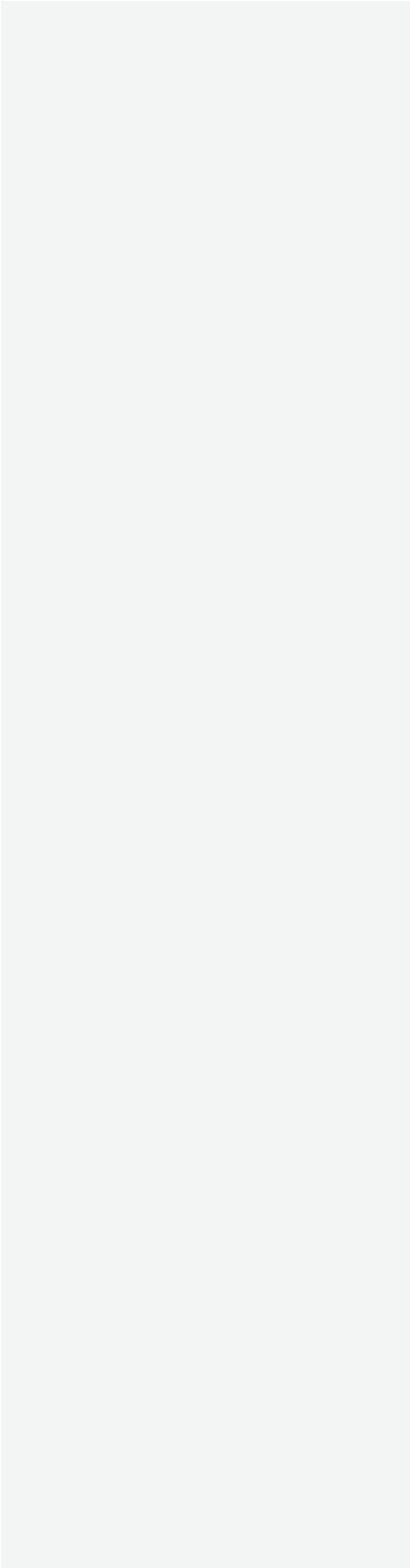
LOCAL 362

LABORERS INTERNATIONAL UNION

INSPECTORS

May 1, 201~~3~~⁵ - April 30, 201~~7~~⁵

DRAFT



A G R E E M E N T	- 1 -
ARTICLE 1 RECOGNITION	- 2 -
Section 1.1. Representation and Bargaining Unit.	- 2 -
ARTICLE 2 UNION SECURITY	- 2 -
Section 2.1. Dues Check-off.	- 2 -
Section 2.2. Fair Share.	- 3 -
Section 2.3. Indemnification.	- 4 -
ARTICLE 3 GRIEVANCE PROCEDURE	- 4 -
Section 3.1. Definition and Procedure.....	- 4 -
Section 3.2. Arbitration.	- 6 -
Section 3.3. Authority of Arbitrator.	- 7 -
Section 3.4. Expenses of Arbitration.	- 7 -
Section 3.5. Time Limit for Filing.....	- 8 -
ARTICLE 4 STEWARD CLAUSE.....	- 8 -
ARTICLE 5 NO STRIKE AND NO LOCKOUT	- 9 -
Section 5.1. No Strike.	- 9 -
Section 5.2. No Lockout.	- 9 -
ARTICLE 6 HOURS OF WORK, WAGES AND LONGEVITY	- 9 -
Section 6.1. Regular Workweek.....	- 9 -
Section 6.2. Overtime.....	- 10 -
Section 6.3. Flex Time.	- 11 -
Section 6.4. Meal Breaks.	- 11 -
Section 6.5. No Pyramiding.....	- 11 -
Section 6.6. Wages.	- 11 -
Section 6.7. Longevity.....	- 14 -
Section 6.8. Working Out of Classification and Promotions.	- 14 -
-	
Section 6.9. Flex Cash Participation.	- 15 -
Section 6.10. Paycheck Distribution.....	- 15 -
ARTICLE 7 HOLIDAYS	- 16 -
Section 7.1. Number of Holidays.....	- 16 -
Section 7.2. Holidays on Scheduled Workday.	- 16 -
Section 7.3. Eligibility for Holiday Pay.....	- 16 -
ARTICLE 8 VACATION	- 16 -
Section 8.1. Length of Vacation.	- 16 -
Section 8.2. Scheduling.	- 17 -
Section 8.3. Separations and Reinstatements.....	- 17 -
ARTICLE 9 DISCIPLINE AND DISCHARGE	- 17 -

Section 9.1. Reason for Disciplinary Action.	- 17 -
Section 9.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.	- 18 -
Section 9.3. Remedial Authority of Arbitrator in Disciplinary Cases.	- 18 -
Section 9.4. Drug and Alcohol Testing Permitted.	- 19 -
Section 9.5. Post Accident Testing.	- 19 -
Section 9.6. Order to Submit to Testing.	- 20 -
Section 9.7. Tests to be Conducted.	- 20 -
Section 9.8. Right to Contest.	- 23 -
Section 9.9. Discipline and Voluntary Requests for Assistance.	- 23 -
Section 9.10. Removal of Adverse Material.	- 24 -
ARTICLE 10 LEAVES	- 25 -
Section 10.1. Personal Convenience Leave.	- 25 -
Section 10.2. Sick Leave.	- 25 -
Section 10.3. Bereavement Leave.	- 29 -
Section 10.4. Injury Leave.	- 31 -
Section 10.5. Military Leave.	- 32 -
Section 10.6. Jury Duty.	- 32 -
Section 10.7. Leave Without Pay.	- 32 -
Section 10.8. Leave of Absence to Accept Full-time Position with Union.	- 33 -
Section 10.9. FMLA and ADA.	- 33 -
Section 10.10. Wellness Day.	- 34 -
Section 10.11. Restricted Duty Status.	- 34 -
ARTICLE 11 SENIORITY	- 36 -
Section 11.1. Definition.	- 36 -
Section 11.2. Seniority Principle.	- 36 -
Section 11.3. Probationary Period.	- 36 -
Section 11.4. Promotions and Vacancies.	- 37 -
Section 11.5. Layoff and Recall Procedure.	- 39 -
Section 11.6. Termination of Seniority.	- 39 -
ARTICLE 12 SAFETY EQUIPMENT	- 40 -
ARTICLE 13 BENEFITS	- 40 -
Section 13.1. Physical Fitness Incentive.	- 40 -
Section 13.2. Group Insurance Plan.	- 41 -
Section 13.3. Tuition Reimbursement.	- 43 -

|

Section 13.4. LIUNA Pension.....	- 44 -
ARTICLE 14 MANAGEMENT RIGHTS.....	- 45 -
Section 14.1. Management Rights.....	- 45 -
Section 14.2. City Rules, Policies and Procedures.....	- 46 -
Section 14.3. Emergency Conditions.....	- 46 -
ARTICLE 15 SAVINGS	- 46 -
ARTICLE 16 SUBCONTRACTING	- 47 -
ARTICLE 17 ENTIRE AGREEMENT	- 48 -
ARTICLE 18 TERM OF AGREEMENT	- 49 -
APPENDIX “A” Wage Tables	- 51 -
APPENDIX “B” Approved Certification List	Error! Bookmark not defined.
APPENDIX “C” Core Certifications.....	- 53 -
APPENDIX “D” LIUNA TENTATIVE AGREEMENT	- 55 -

A G R E E M E N T

This Agreement made and entered into this 1st day of May, 201~~3~~5, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union");

W I T N E S S E T H:

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

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

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check-off.

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

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

The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

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

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

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

Date

Name

Section 2.2. Fair Share.

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

|

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

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

Section 2.3. Indemnification.

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

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Definition and Procedure.

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

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

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

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

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within five (5) business days after the designated Department Head's answer in Step 2. A meeting between the Human Resources Director, and/or his or her representative, and Union Representative and Business Representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, and/or his or her representative, and the Union. If no settlement is reached the Human

Resources Director, or his or her representative, shall give the City's written answer to the Union within five (5) business days following the meeting.

Section 3.2. Arbitration.

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

|

contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

Section 3.3. Authority of Arbitrator.

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

Section 3.4. Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and

the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 3.5. Time Limit for Filing.

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

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

ARTICLE 4 STEWARD CLAUSE

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify

the employers representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement.

ARTICLE 5 NO STRIKE AND NO LOCKOUT

Section 5.1. No Strike.

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

Section 5.2. No Lockout.

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

ARTICLE 6 HOURS OF WORK, WAGES AND LONGEVITY

Section 6.1. Regular Workweek.

The regular workweek will be Monday through Friday. Normal hours of work for PACE employees, will be 7:30 a.m. to 3:30 p.m. and Police employees will be 8:00 a.m. to 4:00 p.m. and such additional time as may be required in the judgment of the City to serve the citizens. The regular workweek shall consist of forty (40) hours per week and five (5) consecutive

|

eight (8) hour workdays. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a regular workday. These hours can be changed through mutual agreement of the employee and the Department Head.

Section 6.2. Overtime.

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

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

In the event no employees volunteer for the call-in list, the list will be established by reverse seniority from the Building, Fire and Property Maintenance Inspectors. If the call-outs run into the

employees normal work week hours, the employee shall be paid for the hours worked.

Section 6.3. Flex Time.

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

Section 6.4. Meal Breaks.

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

Section 6.5. No Pyramiding.

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

Section 6.6. Wages.

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

(a) Effective May 1, ~~2013~~2015, regular pay and longevity pay for employees hired prior to May 1, 1996, shall be paid as set forth in Appendix "A" attached hereto.

(b) Effective May 1, ~~2014~~2016, regular pay and longevity pay for employees hired prior to May 1, 1996, shall be paid as set forth in Appendix "A" attached hereto.

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

(c) Effective May 1, ~~2013~~2015, employees hired after May 1, 1996, shall be paid wages at an hourly rate which is 2.25% higher than their previous rate and consistent with the rate of pay incorporating longevity schedules as shown in Appendix "A" attached hereto.

(d) Effective May 1, ~~2014~~2016, employees hired after May 1, 1996 shall be paid wages at an hourly rate which is 2.25% higher than their previous rate and consistent with the rate of pay incorporating longevity schedules as shown in Appendix "A" attached hereto.

The City shall provide employees the opportunity to advance and maintain certification pay levels. The City will pay for the cost of certifications, seminars and training courses to maintain and advance pay levels. Employees will be eligible to take each certification test two (2) times at the City's expense. If the employee fails to pass the same certification test after the second test, the employee will have to take any further test on

|

the same certification at their own expense and on their own time. Once the employee passes the same certification the City will reimburse the employee for the cost of a successful exam. Training must be approved by the Department Head. If the employee and Department Head disagree on whether a training course is necessary, the dispute shall be subject to the grievance process but with no appeal to an arbitrator. An Approved Certification List is included as Appendix "B".

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

(f) Existing employees on payroll as of May 1, 2008 will not be required to hold the core certification(s) for the position they currently hold unless otherwise required. i.e. plumbing license, Cross Connection Control License. Employees who do not hold the core certification(s) will be ineligible to test for any certifications that are not a core certification for their current position. Existing employees who have previously tested for a core test and failed will be eligible to retake the exam two more times at the City's expense. All new employees will be required to have all core certification(s) at time of hire or obtain by the end of their probationary period (one (1) year). New employees will

be ineligible for additional certification pay until all core certification(s) are obtained.

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

~~(h) A one-time signing bonus will be paid following the June 23, 2014 ratification of the contract by Council in the amount of \$500 to employees on payroll at time of ratification.~~

Section 6.7. Longevity.

Employees covered by this Agreement shall be entitled to longevity at the following rates:

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

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

Section 6.8. Working Out of Classification and Promotions.

(a) Employees covered by this Agreement who work in a higher classification for eight (8) consecutive hours or more shall be paid the higher rate of pay. This shall apply whether the

|

employee is assigned to work in a bargaining unit or non-bargaining unit position.

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

Section 6.9. Flex Cash Participation.

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

Section 6.10. Paycheck Distribution.

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

ARTICLE 7 HOLIDAYS

Section 7.1. Number of Holidays.

The following days are Holidays:

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

Section 7.2. Holidays on Scheduled Workday.

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

Section 7.3. Eligibility for Holiday Pay.

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

ARTICLE 8 VACATION

Section 8.1. Length of Vacation.

Full-time employees shall receive vacation as follows:

<u>Years of</u> <u>Continuous Service</u>	<u>Length of</u> <u>Vacation</u>
DOH	2 weeks
1 years, but less than 8 years	2 weeks

8 years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Section 8.2. Scheduling.

Vacations must be taken within the vacation year in which they are due (anniversary date to the next anniversary date) unless advance written notice and written approval of the supervisor is obtained. These vacations must be taken at the convenience of the department. Employees shall be allowed to carry over one-half (½) of his or her earned vacation to the following year. An employee's vacation will begin at the end of his or her last scheduled workday.

Section 8.3. Separations and Reinstatements.

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

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 9.1. Reason for Disciplinary Action.

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on

|

the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as just and sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

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

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

Section 9.3. Remedial Authority of Arbitrator in Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary

discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 9.4. Drug and Alcohol Testing Permitted.

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

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

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

Section 9.5. Post Accident Testing.

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

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

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

Section 9.6. Order to Submit to Testing.

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

Section 9.7. Tests to be Conducted.

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

- |
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
 - (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
 - (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;
 - (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
 - (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
 - (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided

|

the employee notifies the Human Resources Director or his or her designee within seventy-two (72) hours of receiving the results of the tests;

- (h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 9.8. Right to Contest.

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9.9. Discipline and Voluntary Requests for Assistance.

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

- (a) the employee agreeing to appropriate treatment as determined by the medical professional involved;

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

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

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

Section 9.10. Removal of Adverse Material.

After three (3) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance evaluations of satisfactory or better the City will, upon the written

request to the Department Head by the individual employee, remove all such documents from the employee's file ~~(both the official file which is kept by Human Resources as well as the unofficial file kept by the Department)~~. The documents will be placed in a file which is kept only for the purpose of retention of evidence in the event the City needs such records to defend itself. Such files shall be maintained by and access limited to the Legal Department staff for the purpose of defending for legal disputes.

ARTICLE 10 LEAVES

Section 10.1. Personal Convenience Leave.

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

Section 10.2. Sick Leave.

Sick Leave Base and Accrual. Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent.

Employees are eligible to use up to 24 hours of sick leave for the unplanned surgery of their parent, step-parent or their spouses parent or step parent in a fiscal year.

Employees shall accrue eight (8) hours each month to a maximum of 960 hours, which shall be paid at full pay during the time of illness. This benefit shall be accrued by new employees hired after May 1, 2015 from their date of hire at ~~twenty (20)~~ eight (8) hours each month ~~for his or her first nine (9) months of employment, after which it shall accrue at a rate of eight (8) hours each month~~ up to a maximum of 960 hours. Those new employees hired after May 1, 2015, who are sick in their first nine (9) months, may use available PC or Vacation time. Employees will be required to provide a statement from a medical professional stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty.

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

Sick Leave Used for Creditable Service (Supplemental Sick Leave). Employees may have accumulated supplemental sick leave accrual of an additional two hundred forty (240) sick days

|

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

Accelerated Accrual. Whenever an employee depletes all but eighty (80) hours of sick leave by reason of one serious health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a healthcare provider, the employee upon return to full duty shall accrue sick leave at the rate of two and one-half (2½) days per month until his or her sick leave returns to the level maintained before the serious health condition. Employees will be eligible for rapid accrual only one time beginning May 1, 2008 through their career with the City. Employees requesting rapid accrual will do so in writing upon their return to full duty.

Sick Leave Buy Back. Employees hired prior to May 1, 2011 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of

combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a maximum of 1440 hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

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

Sick Leave Abuse. Abuse of paid leave is prohibited. The City shall have the ability to monitor, investigate and discipline

sick leave abuse. The following situations are examples of potential sick leave abuse:

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

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

Human Resources will investigate and address concerns regarding sick leave abuse with the employee. If an employee (or their immediate family member) is experiencing an on-going medical situation they must provide information from their doctor addressing their need for sick leave. If an employee cannot provide or elects to not provide information, progressive discipline will be administered. In situations of suspected sick leave abuse, employees may be required to provide medical verification of absences for any future sick leave occurrences for a period of six (6) months.

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

Section 10.3. Bereavement Leave.

|

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

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances and the personal needs of the employee and is at the discretion of the Department Head or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department. The supervisor is entitled to make reasonable requests for such information as confirmation of death and the proof of need to travel.

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

Section 10.4. Injury Leave.

- (a) An employee's eligibility for payment of forty-five (45) days of injury leave will be dependent upon a determination of the State Industrial Commission, or by the applicable court if an appeal is taken from the State Industrial Commission. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work.
- (b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.
- (c) Use of Sick Leave and Vacation. After the payment and use of forty-five (45) days, charges shall be made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.
- (d) Contested Injuries. Charges shall be made against sick leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, the first forty-five (45) days of leave (which should have been job injury) so charged shall be credited to the employee's leave balance and all payments in excess of temporary total disability payments as provided above shall be allocated to

|

injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.

- (e) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a licensed physician and a release to work obtained.

Section 10.5. Military Leave.

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

Section 10.6. Jury Duty.

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

Section 10.7. Leave Without Pay.

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

- (a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.
- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Department Head. If leave was for a medical condition a medical release must be provided to Human Resources.

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

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

Section 10.9. FMLA and ADA.

|

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. Effective January 1, 2015 qualifying FMLA events will run concurrent with sick leave, as permitted by FMLA. FMLA leave shall be granted for the adoption of a child as required by law. Employees will be responsible for obtaining the necessary FMLA paperwork.

Section 10.10. Wellness Day.

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

Section 10.11. Restricted Duty Status.

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

- (1) every effort shall be made to provide such tasks within the bargaining unit;

- |
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;
 - (3) seniority shall continue to accrue during the period of such restricted duty;
 - (4) any employee required to return to work under restricted duty and who is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;
 - (5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

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

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

Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform his or her normal duties

|
may be temporarily reassigned with pay to other more suitable duties.

ARTICLE 11 SENIORITY

Section 11.1. Definition.

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

Section 11.2. Seniority Principle.

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

Section 11.3. Probationary Period.

Each employee shall be considered a probationary employee for his or her first year of continuous full-time service,

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

Section 11.4. Promotions and Vacancies.

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

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

|

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

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

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

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

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

restored to the same rate of pay and seniority for the position he or she returns to as the employee received for that position prior to the initial transfer or promotion.

Section 11.5. Layoff and Recall Procedure.

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

Section 11.6. Termination of Seniority.

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

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

days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or

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

ARTICLE 12 SAFETY EQUIPMENT

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

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

ARTICLE 13 BENEFITS

Section 13.1. Physical Fitness Incentive.

The City of Bloomington will pay upon receipt of membership verification \$150 toward the annual dues at any

physical fitness center designated by the City for any employee covered by this Agreement.

Section 13.2. Group Insurance Plan.

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

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

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

- (b) The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent coverage for dental insurance under the City of Bloomington Dental Care Plan for all benefited employees.
- (c) The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision premium for dependent coverage for vision insurance under the City of Bloomington Vision Care Plan for all benefited employees.
- (d) In any year in which the total amount of medical/dental/vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available

under the City of Bloomington Employee Health Care Plans.

(e) No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraph.

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

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

Formatted: Highlight

for-dollar basis to offset the amount of the tax/penalty paid by the City.

Formatted: Font: 16 pt

~~(e)~~ (f) The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Employee Health, Dental or Vision Insurance Care Plans. No changes in the level of benefit shall be made except by mutual agreement of the parties.

Formatted: Justified, Indent: Left: 0", Hanging: 0.95"

Formatted: Indent: Left: 0.31", No bullets or numbering

Formatted: Highlight

Section 13.3. Tuition Reimbursement.

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

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

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

unless it otherwise qualifies for reimbursement under this subsection;

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

option

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

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

Section 13.4. LIUNA Pension.

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

ARTICLE 14 MANAGEMENT RIGHTS

Section 14.1. Management Rights.

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the City; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 14.2. City Rules, Policies and Procedures.

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

Section 14.3. Emergency Conditions.

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

ARTICLE 15 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, all

other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 16 SUBCONTRACTING

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

|

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

ARTICLE 17 ENTIRE AGREEMENT

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

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment unless expressly waived in this Agreement; or

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

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 201~~3~~5 and shall remain in full force and effect until the 30th day of April, 201~~5~~7. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of ~~June~~April, 201~~5~~4.

LABORERS INTERNATIONAL UNION,
LOCAL 362 INSPECTORS

By: _____

GREAT PLAINS LABORERS' DISTRICT COUNCIL

CITY OF BLOOMINGTON, ILLINOIS

By: _____

APPENDIX “A” Wage Tables

Employees hired prior to May 1, 1996

Individual Contract Tables

Base Wage	Increase %	Mike Alwes	Mike Powell	Garry Hinderliter
2015	2.25%	\$25.21	\$29.68	\$31.51
2016	2.25%	\$25.78	\$30.35	\$32.22

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

Employees hired after ~~to~~ May 1, 1996

Base Wage	Increase %	Inspector I	Inspector II	Inspector III	Inspector IV
2015	2.25%	\$18.50	\$20.63	\$22.77	\$25.23
2016	2.25%	\$18.91	\$21.10	\$23.28	\$25.79

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

APPENDIX “B” Approved Certification List

Formatted: Left

Local 362 Inspector Certification Form

Employee Name: _____

ID#: _____

Please check all that apply:

Residential Inspection Categories

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

Commercial Inspector Categories

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

Plans Examiner Categories

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

Code Enforcement Categories

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

Fire Code Categories

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

Energy Conservation Categories

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

Certification Categories Requiring Multiple Examinations

- ☐ Certified Building Official (CBO)

Certification Categories Requiring Multiple Examinations and Application

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

POLICE

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

Total Number of Certifications to Date: _____

Revised 12/17/08

APPENDIX “C” Core Certifications

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

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

APPENDIX “C” Core Certifications continued

Inspector IV - Police

Basic Level - 0 certifications.

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

Practitioner Level – 4 certifications.

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

Advanced Level - 8 certifications.

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

Lifetime – 0 certifications

No test. Apply for honorary title.

APPENDIX “D” LIUNA TENTATIVE AGREEMENT

City of Bloomington and Laborers Local 362 Inspectors

Tentative Agreement

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

APPENDIX "D" LIUNA TENTATIVE AGREEMENT CON'T

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

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

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

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

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

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

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

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

APPENDIX "D" LIUNA TENTATIVE AGREEMENT CON'T

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

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

FOR THE UNION:

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

FOR THE EMPLOYER:

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



FOR COUNCIL: April 27, 2015

SUBJECT: Ratification of Contract with Laborers International Union Local 362 Parking Enforcement

RECOMMENDATION/MOTION: That the contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives: 1d. City services delivered in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On March 17, 2015 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that would expire on April 30, 2015. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On April 7, 2015, the parties reached Tentative Agreement on the issues listed below. The union membership ratified the tentative agreement on April 7, 2015. This Union represents four (4) budgeted full-time positions.

Wages and Benefits

- May 1, 2015 wage increase of 2.25%.
- May 1, 2016 wage increase of 2.25%.
- Addition of language on the Affordable Care Act (ACA) that would allow the City to make changes to the Health Insurance Plan in order to avoid the Cadillac Tax. The new language also permits the City to increase the employee's monthly insurance contributions to include any excise tax or penalty under the ACA.

Miscellaneous Items

- Modified language that will allow the City and the Union the ability to strike a grievance arbitration panel and request a new list.

Term of Agreement

- 2 year Agreement

Other minor changes can be found in the draft Collective Bargaining Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and Local 362 Parking Enforcement employees.

FINANCIAL IMPACT: Increase in wage tables by 2.25% effective May 1, 2015 and by 2.25% effective May 1, 2016. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately \$9500.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Nicole Albertson, Human Resources Director

Financial & Budgetary review by: Paulette Hurd, Chief Accountant

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Draft of Local 362 Parking Enforcement Contract

Motion: That the contract be ratified

Motion: _____ Seconded by: _____

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

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

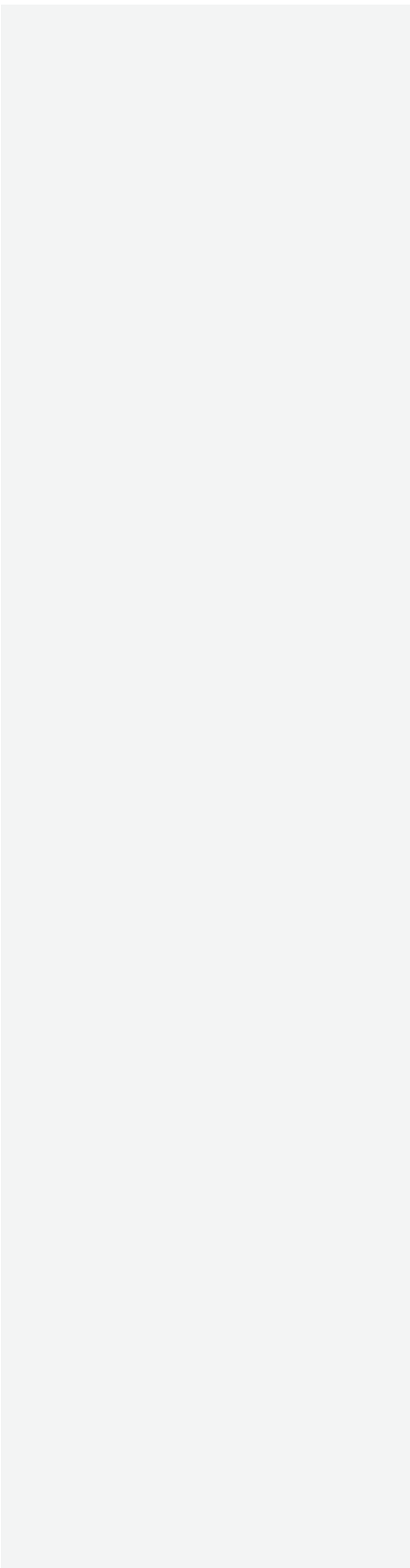
LOCAL 362

LABORERS INTERNATIONAL UNION

PARKING ENFORCEMENT

May 1, 20135 - April 30, 20157

DRAFT



A G R E E M E N T	1
ARTICLE 1 RECOGNITION	2
Section 1.1. Representation and Bargaining Unit.	2
ARTICLE 2 UNION SECURITY	2
Section 2.1. Dues Check Off.	2
Section 2.2. Fair Share.	3
Section 2.3. Indemnification.	4
Section 2.4. Steward Clause.	4
ARTICLE 3 GRIEVANCE PROCEDURE	4
Section 3.1. Definition and Procedure.	4
Section 3.2. Arbitration.	5
Section 3.3. Authority of Arbitrator.	6
Section 3.4. Expenses of Arbitration.	7
Section 3.5. Time Limit for Filing.	8
ARTICLE 4 NO STRIKE AND NO LOCKOUT	8
Section 4.1. No Strike.	8
Section 4.2. No Lockout.	9
ARTICLE 5 HOURS OF WORK AND OVERTIME	9
Section 5.1. Application of This Article.	9
Section 5.2. Regular Workday and Workweek.	9
Section 5.3. Overtime.	10
Section 5.4. Breaks.	10
Section 5.5. No Pyramiding.	11
ARTICLE 6 WAGES AND LONGEVITY	11
Section 6.1. Wages.	11
Section 6.2. Longevity.	11
Section 6.3. Flex Cash Participation.	12
Section 6.4. Direct Deposit.	12
ARTICLE 7 HOLIDAYS	12
Section 7.1. Number of Holidays.	12
Section 7.2. Holiday on Scheduled Workday.	13
Section 7.3. Eligibility for Holiday Pay.	13
ARTICLE 8 VACATION	13
Section 8.1. Length of Vacation.	13
Section 8.2. Scheduling.	14
Section 8.3. Separations and Reinstatements.	14
ARTICLE 9 DISCIPLINE AND DISCHARGE	15
Section 9.1. Reason for Disciplinary Action.	15

Section 9.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.	15
Section 9.3. Remedial Authority of Arbitrator in Disciplinary Cases.	16
Section 9.4. Drug and Alcohol Testing Permitted.	16
Section 9.5. Order to Submit to Testing.	17
Section 9.6. Tests to be Conducted.	17
Section 9.7. Right to Contest.	19
Section 9.8. Discipline and Voluntary Requests for Assistance.	20
Section 9.9. Removal of Adverse Material.	22
ARTICLE 10 LEAVES	22
Section 10.1. Personal Convenience Leave.	22
Section 10.2. Sick Leave.	22
Section 10.3. Bereavement Leave.	26
Section 10.4. Job Injury Leave.	27
Section 10.5. Military Leave.	28
Section 10.6. Jury Duty.	28
Section 10.7. Leave Without Pay.	29
Section 10.8. Leave of Absence to Accept Full-time Position with Union.	30
Section 10.9. FMLA and ADA.	30
Section 10.10. Wellness Day.	30
ARTICLE 11 SENIORITY	30
Section 11.1. Definition.	30
Section 11.2. Seniority Principle.	31
Section 11.3. Probationary Period.	31
Section 11.4. Promotions and Job Vacancies.	32
Section 11.5. Layoff and Recall Procedure.	32
Section 11.6. Termination of Seniority.	32
ARTICLE 12 UNIFORMS AND CLOTHING	33
ARTICLE 13 BENEFITS	34
Section 13.1. Physical Fitness Incentive.	34
Section 13.2. Group Insurance Plan.	34
Section 13.3. LIUNA Pension.	36
ARTICLE 14 MANAGEMENT RIGHTS	37
Section 14.1. Management Rights.	37
Section 14.2. Emergency Conditions.	38
ARTICLE 15 SAVINGS	38
ARTICLE 16 ENTIRE AGREEMENT	38
ARTICLE 17 MANAGED COMPETITION	39
ARTICLE 18 TERM OF AGREEMENT	40

|

APPENDIX “A”- WAGE TABLES

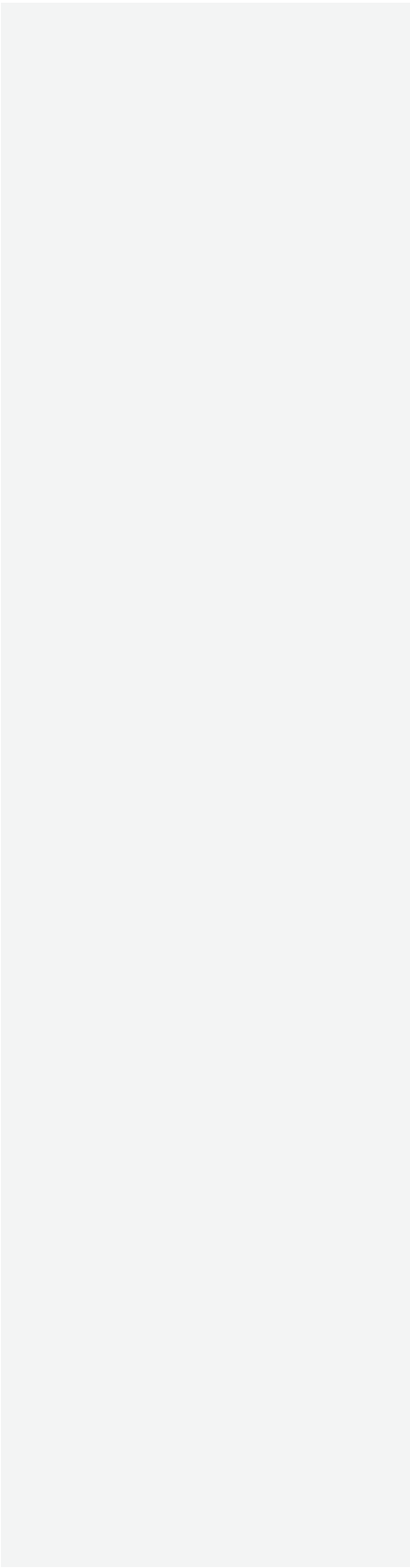
43

APPENDIX “B”- LIUNA TENTATIVE AGREEMENT

44

DRAFT

DRAFT



A G R E E M E N T

This Agreement made and entered into this 1st day of May, 2013~~15~~, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union"):

W I T N E S S E T H:

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time parking enforcement and maintenance employed by the City.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

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

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

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

Date

Name

Section 2.2. Fair Share.

Non-probationary employees who are covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's

share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

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

Section 2.3. Indemnification.

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

Section 2.4. Steward Clause.

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employer's representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Steward will be permitted, with notification to their supervisor, reasonable time without loss of pay during working hours to process grievances.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Definition and Procedure.

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

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

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ten (10) business days after the designated Department Head's answer in Step 1. A meeting between the Human Resources Director, and/or his or her representative, and the Union Steward, Business Representative and/or grievant shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, and/or his or her representative, and the Union. If no settlement is reached the Human Resources Director, and/or his or her representative, shall give the City's written answer to the Union within ten (10) business days following the meeting.

Section 3.2. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to

arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator.

Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. If either the City or the Union determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

Section 3.3. Authority of Arbitrator.

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

Section 3.4. Expenses of Arbitration.

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

Section 3.5. Time Limit for Filing.

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

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

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any

strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 4.2. No Lockout.

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

ARTICLE 5 HOURS OF WORK AND OVERTIME

Section 5.1. Application of This Article.

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

Section 5.2. Regular Workday and Workweek.

The regular workday shall normally be 9:00 a.m. until 6:00 p.m., Monday through Friday for the employees working at the Parking Garage. The regular workday for employees driving the traffic routes will normally be from 7:30 a.m. until 4:00 p.m., Monday through Friday. The workdays and hours to which employees are assigned shall insofar as practicable be posted on department bulletin boards. Should it be necessary, in the interest of efficient operation, to establish daily or weekly work schedules departing from the regular workday or the regular workweek, notice of such change shall be given to the Union so far in advance as is reasonably practicable.

| The regular workweek for full-time employees shall be forty (40) hours per week and such additional time as may from time to time be required in the judgment of the City and shall commence with the employee's first regular workday commencing on or after Sunday of each week. Part-time employees are hired to work specific days and hours.

Switching of hours is not allowed unless requested in writing in advance and approved by the supervisor. Switching of hours pursuant to the preceding sentence shall not result in overtime.

Section 5.3. Overtime.

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours paid in excess of eight (8) hours per day or forty (40) hours per week; or in excess of five (5) consecutive days. Overtime shall be approved in advance by the employee's immediate supervisor. Scheduled overtime shall be filled by using the seniority principle.

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week or per year. Overtime shall be calculated and paid to the nearest one-fourth (¼) of an hour.

Section 5.4. Breaks.

(a) Meal Breaks. Employees assigned to booth attendant duties are allowed one (1) daily uninterrupted meal break of sixty (60) minutes; all other employees are allowed one (1) daily uninterrupted meal break of thirty (30) minutes.

(b) Work Breaks. Employees are allowed, to take two (2) work breaks of fifteen (15) minutes during the duration of their day.

Section 5.5. No Pyramiding.

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

ARTICLE 6 WAGES AND LONGEVITY

Section 6.1. Wages.

Effective May 1, 201~~5~~³, employees shall be paid wages weekly at an hourly rate which is 2.~~25~~⁰% higher than their rate prior to May 1, 201~~24~~²⁴. Said new rate of pay incorporating longevity scheduled is shown in Appendix "A" attached hereto.

Effective May 1, 201~~46~~⁴⁶, the rates of pay for employees covered by this Agreement will be increased by 2.~~250~~⁰% over the May 1, 201~~35~~³⁵ salary. Said new rate of pay incorporating longevity schedules is shown in Appendix "A" attached hereto.

Section 6.2. Longevity.

Employees covered by this Agreement shall be entitled to longevity at the following rates:

Years of Service %

5	5%
10	7%
15	9%
20	11%
25	13%
30	15%

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above, that will become effective on the employee's appropriate 5, 10, 15, 20, 25, and 30 year anniversary date.

Section 6.3. Flex Cash Participation.

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

Section 6.4. Direct Deposit.

All Parking Enforcement employees will be required to have direct deposit.

ARTICLE 7 HOLIDAYS

Section 7.1. Number of Holidays.

The following days are holidays:

New Year's Day	Veteran's Day
M. L. King's B'day	Thanksgiving Day

Good Friday
Memorial Day
Fourth of July
Labor Day

Day after Thanksgiving
Day before Christmas
Christmas Day
½ Day New Year's Eve

Section 7.2. Holiday on Scheduled Workday.

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

Section 7.3. Eligibility for Holiday Pay.

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

ARTICLE 8 VACATION

Section 8.1. Length of Vacation.

Full-time employees who, based upon their anniversary date of hire, have worked for the City for a period of six (6) continuous months shall receive vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
6 months but less than 1 year	1 week

1 year but less than 2 years	1 week
2 Years, but less than 8 years	2 weeks
8 Years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Section 8.2. Scheduling.

Vacations must be taken within the vacation year in which they are due, anniversary date to the next anniversary date. These vacations must be taken at the convenience of the department. An employee's vacation will begin at the end of his or her last scheduled workday. No more than one full-time parking attendant or maintenance employee shall be on vacation at any given time. Vacation may be broken down into no less than one-half ($\frac{1}{2}$) day increments. Employees shall be allowed to carry over one-half ($\frac{1}{2}$) of his or her vacation to the following year.

Section 8.3. Separations and Reinstatements.

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency will also receive all earned vacation. All earned vacation monies of employees who die in the service shall be paid to the spouse or estate of said individual.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 9.1. Reason for Disciplinary Action.

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as just and sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

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

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

| **Section 9.3. Remedial Authority of Arbitrator in Disciplinary Cases.**

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

Section 9.4. Drug and Alcohol Testing Permitted.

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

Post accident testing will be required when an employee is involved in an accident which results in a death or serious personal injury requiring immediate hospitalization or an accident which results in significant damage to government or private property.

An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on

analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.

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

Section 9.5. Order to Submit to Testing.

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

Section 9.6. Tests to be Conducted.

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

- |
- (b) ensure that the laboratory or facility selected conforms to all NIDA standards;
 - (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
 - (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;
 - (e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
 - (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
 - (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own

|

choosing, at the employee's own expense; provided the employee notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests;

- (h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 9.7. Right to Contest.

| The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9.8. Discipline and Voluntary Requests for Assistance.

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

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;

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

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

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

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

Section 9.9. Removal of Adverse Material.

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

ARTICLE 10 LEAVES

Section 10.1. Personal Convenience Leave.

Each full-time employee shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of fifteen minutes with prior approval of the supervisor, at the convenience of the employee. Personal Convenience Leave may not be accumulated from one fiscal year to another and will not be paid out to probationary employees at time of separation.

Section 10.2. Sick Leave.

Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent. Employees will be eligible to use up to twenty-four (24) hours of sick leave for the planned or unplanned surgery of their parent or step-parent in a fiscal year. This benefit shall be accrued by new employees from their date of hire at a rate of one (1) day each month up to a maximum of 960 hours of sick leave. All full-time employees shall have a base of sick leave as accumulated prior to the effective date of this Agreement. There shall be added to that base one (1) sick day each month to a maximum of 960 hours of sick leave which shall be paid at full pay during the time of illness. Employees hired before May 1, 2009 who reach 960 hours of sick leave shall have 50% of their monthly unused accrued sick time paid into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Buy Back. Employees hired before May 1, 2009 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a maximum of 1440

hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

~~Employees may have accumulated supplemental sick leave accrual of one hundred twenty (120) days for Illinois Municipal Retirement Fund creditable service purposes only. No new supplemental sick leave will accrue after December 31, 2007. It is understood between the parties that such additional supplemental accrual may never be used for paid time off. However, for those employee who have a Supplemental Sick Leave balance, up to 480 hours will be paid into the RHS if eligible for sick leave buyback.~~

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

| has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty. The provisions of this paragraph shall not apply to an employee who is absent from work three (3) days or less unless sick leave abuse is suspected as detailed below.

Sick Leave Abuse. Sick employees are expected to remain at home unless hospitalized or visiting a doctor. Unfortunately, sick leave abuse sometimes occurs. The City and the Union agree that sick leave abuse is a very serious offense which constitutes cause for disciplinary action.

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. Some examples of sick leave abuse include, but are not limited to:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. repeated use of sick leave benefits as they are earned.
4. use of more sick leave than accrued in any twelve (12) month period.
5. using sick leave and being seen engaged in activities which indicate ability to work.
6. Circumstances deemed inappropriate by the employee's supervisor.

| Sick Leave and FMLA. To the extent that such employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

Section 10.3. Bereavement Leave.

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

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances, personal needs of the employee and the staffing needs of the department. This is at the discretion of the Department Head or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department.

Section 10.4. Job Injury Leave.

(a) An employee's eligibility for payment of sixty-five (65) job injury days leave will be dependent upon a determination of the State Industrial Commission, or by the applicable court if an appeal is taken from the State Industrial Commission. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees must have a doctor's note indicating they are unable to work in order to be eligible for job injury leave.

(b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.

(c) Use of Sick Leave and Vacation. After the payment and use of sixty-five (65) job injury days, charges shall be made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.

(d) Contested Injuries. Charges may be made against sick leave accrued, if any, in any case the City is contesting

| that the injury occurred on the job. In the event that the State determines in favor of the employee, sick leave up to the sixty-five (65) job injury days so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.

(e) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a licensed physician and a release to work obtained.

Section 10.5. Military Leave.

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

Section 10.6. Jury Duty.

Any employee covered by this Agreement who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day/hours of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of

pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of duty and of the amount of pay received thereof. If the employees are released from jury duty prior to the end of their scheduled workday they shall contact their supervisor for reporting instructions.

Section 10.7. Leave Without Pay.

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

- (a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.
- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Department Head. If the leave was for a medical condition a medical release must be provided to Human Resources.

|

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

In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 10.7 of this Agreement.

Section 10.9. FMLA and ADA.

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. FMLA shall run concurrent with qualifying Job Injury and Sick Leave.

Section 10.10. Wellness Day.

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

ARTICLE 11 SENIORITY

Section 11.1. Definition.

| For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Annually, the City will provide a list of employees, with their name, address social security number and date of hire to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new members of the bargaining unit. Bargaining unit employees shall notify the City of Bloomington and Local 362 of any address changes.

Section 11.2. Seniority Principle.

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

Section 11.3. Probationary Period.

Each employee shall be considered a probationary employee for his or her first six (6) months of continuous service, with a one month mutual extension, after which his or her seniority shall date back to his or her date of hire. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss.

Section 11.4. Promotions and Job Vacancies.

Whenever a full-time or part-time job vacancy develops or is expected to develop, the job will be posted within one (1) week whenever practical in a location designated by the City for five (5) working days for a bid by an employee in the bargaining unit. If more than one (1) qualified employee bids for the vacancy, the City shall select the successful applicant in accordance with the seniority principle set forth in Section 11.2 of this Agreement. If no one in the bargaining unit bids on the position, the vacancy may be advertised outside the bargaining unit.

Section 11.5. Layoff and Recall Procedure.

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

Section 11.6. Termination of Seniority.

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

- (a) quits; or

- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be re-established if the employee can show that extraordinary circumstances prevented his timely return.

ARTICLE 12 UNIFORMS AND CLOTHING

The City will furnish and maintain full-time employees, upon request with:

- 5 long sleeve shirts
- 5 golf-style shirts with collars and pockets
- 5 winter weight pants
- 5 summer weight pants or knee length shorts or any combination totaling five (5) pants or shorts
- 1 summer jacket or sweater
- 1 winter jacket
- 1 set of Car-Hart type coveralls
- plus \$200.00 per year (paid in May and November) for walking shoes.

| The City will provide five (5) raincoats to be stored in the Garage for use by employees during inclement weather. Uniforms remain property of the City, and are to be returned to the City or else the employee shall reimburse the City for uniforms if he or she leaves the bargaining unit. Patches and other identification identifying the person as a City employee shall be returned to the City upon termination of City employment. Uniforms provided will be replaced on a worn out basis.

ARTICLE 13 BENEFITS

Section 13.1. Physical Fitness Incentive.

The City of Bloomington will pay upon receipt of membership verification one hundred and fifty dollars (\$150) toward the annual dues at any physical fitness center designated by the City for any full-time or part-time employee covered by this Agreement who desires to receive such contribution.

Section 13.2. Group Insurance Plan.

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

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

(b) The City agrees to pay fifty percent (50%) of the dental insurance premium for both employee and/or dependent coverage for group dental insurance under the City of Bloomington Dental Care Plan for all benefited employees.

(c) The City agrees to pay fifty percent (50%) of the vision insurance premium for both employee and/or dependent coverage for group vision insurance under the City of Bloomington Vision Care Plan for all benefited employees.

(d) In any year in which the total amount of medical/dental/vision benefits paid is more than one hundred fifty (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plans.

(e) No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraph.

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act ("ACA") and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or

any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes are instituted for all other City unrepresented employees.

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

Formatted: Font: 16 pt, Font color: Black

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

Section 13.3. LIUNA Pension.

Effective May 1, 2000 the City will make a twelve cent (\$.12) per hour per employee contribution to LIUNA Pension. The employer contribution shall be increased an additional six cents (\$.06) per year per employee effective on November 1, 2001, November 1, 2002 and November 1, 2003. The final employer contribution rate will be thirty cents (\$.30) per hour per employee on November 1, 2003. Any additional pension increases will be paid by the City in lieu of wages which would otherwise have been paid to employees. Such increases shall be shown as an employer contribution. Employer contributions shall not be made for overtime hours.

ARTICLE 14 MANAGEMENT RIGHTS

Section 14.1. Management Rights.

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Parking Enforcement and maintenance 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 Parking Enforcement and Maintenance Workers of the 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.

Section 14.2. Emergency Conditions.

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

ARTICLE 15 SAVINGS

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

ARTICLE 16 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except,

however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment; or
- (2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE 17 MANAGED COMPETITION

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 interests of efficiency, economy, improved work production, quality of work, customer service, emergency or for other sound efficiency or operational reasons. Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice which will result in the layoff of one or more bargaining unit employees, the City will notify the Union and offer the Union an opportunity to meet and

| discuss, but not negotiate, the desirability of subcontracting such work. Following notice and an opportunity to meet, the City reserves the right to proceed with such layoff.

Effect of Managed Competition. Any employee who is laid off as a result of the City's decision to implement a layoff shall:

- a) Be paid for any earned but unused vacation and personal days . In the event that a laid off employee is recalled, he regains any accumulated sick time that existed prior to the layoff;
- b) Remain on the City's recall list for a period of six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year; and
- c) Be eligible for bid on vacant City positions while on the recall list provided the employee has the required knowledge, skill, ability and experience.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 2013, and shall remain in full force and effect until the 30th day of April, 2015. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than

sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of ~~April~~ May, 2015~~4~~.

|

LABORERS INTERNATIONAL UNION LOCAL 362:

/s/ _____

/s/ _____

/s/ _____

GREAT PLAINS LABORERS' DISTRICT COUNCIL

CITY OF BLOOMINGTON, ILLINOIS:

/s/ _____

/s/ _____

/s/ _____

/s/ _____

APPENDIX “A” - WAGE TABLES

Local 362 Parking Enforcement

			May 1, 2015 - April 30, 2016				
			2.25%				
	Base	5 Years	10 Years	15 years	20 years	25 years	30 years
Full- Time	\$ 14.58	\$ 15.32	\$ 15.59	\$ 15.89	\$ 16.19	\$ 16.47	\$ 16.76
Part-Time	\$ 14.58	\$ 15.32	\$ 15.59	\$ 15.89	\$ 16.19	\$ 16.47	\$ 16.76
			May 1, 2016 - April 30, 2017				
			2.25%				
	Base	5 Years	10 Years	15 years	20 years	25 years	30 years
Full- Time	\$ 14.91	\$ 15.66	\$ 15.94	\$ 16.25	\$ 16.55	\$ 16.84	\$ 17.14
Part-Time	\$ 14.91	\$ 15.66	\$ 15.94	\$ 16.25	\$ 16.55	\$ 16.84	\$ 17.14

APPENDIX “B”- LIUNA TENTATIVE AGREEMENT

**City of Bloomington and
Laborers Local 362 Parking Attendants**

Tentative Agreement

1. The City and Union agree to select the “Preferred Schedule” from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to February 1, 2011.
2. All contributions to the LIUNA pension will be funded as described in Section 13.3 of the Parking Attendants agreement. The City’s contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
3. Retroactive cost increases that are greater than the City’s contribution limit will be deducted from the employees’ paychecks.
4. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.

APPENDIX “B”- LIUNA TENTATIVE AGREEMENT CON’T

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

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

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

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

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

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

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

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.3 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.30 per hour shall be increased by 10% to the rate of \$.33 per hour effective February 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.3 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

APPENDIX "B"- LIUNA TENTATIVE AGREEMENT CON'T

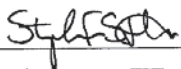
- b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must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

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

FOR THE UNION:

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

FOR THE EMPLOYER:

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



FOR COUNCIL: April 27, 2015

SUBJECT: Ratification of Contract with Laborers International Union Local 362 Support Staff

RECOMMENDATION/MOTION: That the contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives: 1d. City services delivered in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On March 12, 2015 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that would expire on April 30, 2015. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On April 1, 2015, the parties reached Tentative Agreement on the issues listed below. The union membership ratified the tentative agreement on April 13, 2015. This Union represents thirty (30) budgeted full-time positions.

Wages and Benefits

- May 1, 2015 wage increase of 2.25%.
- May 1, 2016 wage increase of 2.25%.
- Addition of language on the Affordable Care Act (ACA) that would allow the City to make changes to the Health Insurance Plan in order to avoid the Cadillac Tax. The new language also permits the City to increase the employee's monthly insurance contributions to include any excise tax or penalty under the ACA.

Miscellaneous Items

- Modified language that will allow the City and the Union the ability to strike a grievance arbitration panel and request a new list.

Term of Agreement

- 2 year Agreement

Other minor changes can be found in the draft Collective Bargaining Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and Local 362 Inspector employees.

FINANCIAL IMPACT: Increase in wage tables by 2.25% effective May 1, 2015 and by 2.25% effective May 1, 2016. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately \$73,000.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Nicole Albertson, Human Resources Director

Financial & Budgetary review by: Paulette Hurd, Chief Accountant

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Draft of Local 362 Support Staff Contract

Motion: That the contract be ratified.

Motion: _____ Seconded by: _____

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

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

LOCAL 362

LABORERS INTERNATIONAL UNION

SUPPORT STAFF

May 1, 2013⁵ - April 30, 2017⁵

DRAFT

AGREEMENT	1
ARTICLE 1 RECOGNITION	2
Section 1.1. Representation and Bargaining Unit.	2
ARTICLE 2 UNION SECURITY	2
Section 2.1. Dues Check Off.	2
Section 2.2. Fair Share.	3
Section 2.3. Indemnification.	4
ARTICLE 3 GRIEVANCE PROCEDURE	4
Section 3.1. Definition and Procedure.	4
Section 3.2. Arbitration.	6
Section 3.3. Authority of Arbitrator.	7
Section 3.4. Expenses of Arbitration.	8
Section 3.5. Time Limit for Filing.	8
ARTICLE 4 STEWARD CLAUSE	9
ARTICLE 5 NO STRIKE AND NO LOCKOUT	9
Section 5.1. No Strike.	9
Section 5.2. No Lockout.	10
ARTICLE 6 HOURS OF WORK AND OVERTIME	10
Section 6.1. Normal Workweek.	10
Section 6.2. Overtime.	11
Section 6.3. Breaks.	12
Section 6.4. Flex Time.	13
Section 6.5. No Pyramiding.	13
ARTICLE 7 WAGES AND LONGEVITY	13
Section 7.1. Wages.	13
Section 7.2. CSO Shift Differential.	14
Section 7.3. Longevity Pay.	14
Section 7.4. Call-ins.	15
Section 7.5. Working Out of Classification.	15
Section 7.6. Out of Classification Pay.	15
Section 7.7. CSO Court Time.	15
Section 7.8. Flex Cash Participation.	16
Section 7.9. Paycheck Distribution.	16
ARTICLE 8 HOLIDAYS	17

Section 8.1. Number of Holidays.	17
Section 8.2. Holiday on Scheduled Workday.	17
Section 8.3. Eligibility for Holiday Pay.	17
ARTICLE 9 VACATION	18
Section 9.1. Length of Vacation.	18
Section 9.2. Scheduling.	18
Section 9.3. Separation and Reinstatements.	19
ARTICLE 10 DISCIPLINE AND DISCHARGE	19
Section 10.1. Reason for Disciplinary Action.	19
Section 10.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.	20
Section 10.3. Remedial Authority of Arbitrator in Disciplinary Cases.	20
Section 10.4. Drug and Alcohol Testing Permitted.	20
Section 10.5. Order to Submit to Testing.	21
Section 10.6. Tests to be Conducted.	22
Section 10.7. Right to Contest.	24
Section 10.8. Discipline and Voluntary Requests for Assistance.	24
Section 10.9. Removal of Adverse Material.	26
ARTICLE 11 LEAVES	26
Section 11.1. Personal Convenience Leave.	26
Section 11.2. Sick Leave.	27
Section 11.3. Bereavement Leave.	30
Section 11.4. Injury Leave.	31
Section 11.5. Military Leave.	32
Section 11.6. Jury Duty.	32
Section 11.7. Leave Without Pay.	33
Section 11.8. Leave of Absence to Accept Full-time Position with Union.	34
Section 11.9. FMLA and ADA.	34
Section 11.10. Wellness Day.	34
Section 11.11. Court Days.	35
Section 11.12. Restricted Duty Status.	35
ARTICLE 12 SENIORITY	37

Section 12.1. Definition.	37
Section 12.2. Seniority Principle.	38
Section 12.3. Probationary Period.	38
Section 12.4. Promotions and Vacancies.	38
Section 12.5. Layoff and Recall Procedure.	40
Section 12.6. Termination of Seniority.	41
ARTICLE 13 BENEFITS	42
Section 13.1. Physical Fitness Incentive.	42
Section 13.2. Group Insurance Plan.	42
Section 13.3. Tuition Reimbursement.	44
Section 13.4. LIUNA Pension.	46
Section 13.5 CSO Uniforms and Clothing.	46
ARTICLE 14 SUBCONTRACTING	47
ARTICLE 15 MANAGEMENT RIGHTS	48
Section 15.1. Management Rights.	48
Section 15.2. Emergency Conditions.	49
ARTICLE 16 SAVINGS	49
ARTICLE 17 ENTIRE AGREEMENT	49
ARTICLE 18 TERM OF AGREEMENT	50
Appendix A - LIUNA AGREEMENT	53
Appendix B - Wage Table	57

AGREEMENT

This Agreement made and entered into this 1st day of May, 201~~5~~³, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union"):

WITNESSETH:

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time support staff, excluding supervisors, probationary employees, temporary employees and all other employees of the City.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

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

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

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

Date

Name

Section 2.2. Fair Share.

Non-probationary employees who are covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the nonmember employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in

fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become nonmembers of the Union shall also be subject to the terms of this provision.

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

Section 2.3. Indemnification.

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

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Definition and Procedure.

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

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

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

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within five (5) business days after the designated Department Head's answer in

Step 2. A meeting between the Human Resources Director, and/or his or her representative, and the Union Steward, Business Representative and/or grievant 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, or his or her representative, and the Union. If no settlement is reached the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within five (5) business days following the meeting.

Section 3.2. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the

other party shall then strike two (2) names. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. If either the City or the Union determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

Section 3.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly

instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on all parties.

Section 3.4. Expenses of Arbitration.

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

Section 3.5. Time Limit for Filing.

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

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit

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

ARTICLE 4 STEWARD CLAUSE

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employers representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Steward will be permitted, with notification to their supervisor, reasonable time without loss of pay during working hours to process grievances.

ARTICLE 5 NO STRIKE AND NO LOCKOUT

Section 5.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted

stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 5.2. No Lockout.

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

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 6.1. Normal Workweek.

The normal workweek shall consist of forty (40) hours of work. The normal workweek for employees hired prior to December 9, 1996 is 7:00 a.m. to 4:00 p.m.; 7:30 a.m. to 4:30 p.m.; or 8:00 a.m. to 5:00 p.m. (as designated by the Department Head) Monday through Friday. These hours can be changed through mutual agreement of the employee and the Department Head. The Department Head can occasionally require an employee to work different hours on a temporary basis upon reasonable notice to the employee.

CSO Shift Bid CSO's will be able to bid shifts by seniority starting November 1st of each year, to go into effect January 1 through December 31 of the subsequent year. CSO seniority is defined as full-time continuous hire as a CSO in the Bloomington Police Department. A CSO shall

have 48 hours from time of notice to a bid a shift. The hours for the front desk personnel will be established annually prior to the bidding of the shifts on November 1st. The hours of the front desk personnel will be consistent with the Patrol shifts. Employees will work an eight (8) hour day with a paid thirty (30) minute meal break.

Section 6.2. Overtime.

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours paid in excess of eight (8) hours per day or forty (40) hours per week; or in excess of five (5) consecutive days. Overtime shall be approved in advance by the employee's immediate supervisor. Overtime may be paid in compensatory time off as provided in the Fair Labor Standards Act. Compensatory time shall not be used except by mutual agreement of the employee and the Department Head.

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week or per year. Employees shall be required to work overtime in order to meet the requirements of the City.

Posted Overtime for CSO When it is known in advance there will be a need for overtime, it shall be posted. Any CSO who wishes to work the overtime posted shall place their name on the posted overtime sheet, if more than one

CSO signs up for the posted overtime seniority shall be the deciding factor. CSOs must sign up for no less than four (4) hour shifts. Any CSO who calls in sick on a their scheduled overtime assignment will not be able to sign up for overtime based on their seniority for a period of thirty (30) days. They will be required to sign up for overtime last on the seniority list. If no CSO has posted for overtime within forty-eight (48) hours of a scheduled vacancy, a CSO will be forced to work mandatory overtime.

Mandatory Overtime for CSO Posted overtime vacancies that are not signed will be filled by using reverse seniority on a rotating basis. Absences creating mandatory overtime may require a CSO to be held over for no more than four (4) hours or called in no more than four (4) hours early. CSOs may agree to work beyond the four (4) hour period.

Section 6.3. Breaks.

(a) Meal Breaks. Employees are allowed one (1) daily uninterrupted meal break of sixty (60) minutes. CSO's will have a paid thirty (30) minute meal break. Employees who are not allowed to take their full sixty (60) minute meal break will receive overtime in accordance with Section 6.2 Overtime.

(b) Work Breaks. Employees are allowed to take two (2) paid work breaks of fifteen (15) minutes during the duration of their day.

Section 6.4. Flex Time.

The decision by a Department Head, or his or her representative, to permit or not permit a covered employee to work hours other than the employee's normally scheduled hours pursuant to a request made by that employee shall not be used as the basis for establishing a past practice in that department or any other department of the City. Nothing in this Section shall be interpreted as infringing on the rights established by Article 15 Management Rights of this Agreement.

Section 6.5. No Pyramiding.

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

ARTICLE 7 WAGES AND LONGEVITY

Section 7.1. Wages.

(a) Effective May 1, 201~~3~~⁵, the straight time hourly wage rate for the employees will be increased by two and a quarter percent (2.25%) over the rate provided for under the previous contract. Said new wages are attached hereto as Appendix "B".

(b) Effective May 1, 201~~4~~⁶ the straight time hourly wage rates for the employees will be increased by two and quarter percent (2.25%) over the rate provided for in the contract year immediately prior to said date. Said new wages are attached hereto as Appendix "B".

~~—(c) Retro pay for May 1, 2013 and May 1, 2014 will only be available for employees on payroll as of July 14, 2014.~~

Section 7.2. CSO Shift Differential.

A shift differential of \$1.00 per hour will be paid for hours worked before 6:00 a.m. and after 3:00 p.m. Swing shifts will receive a shift differential of \$1.00 per hour for all hours worked.

Section 7.3. Longevity Pay.

Employees shall be entitled to longevity at the following rates:

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

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above, that will become effective on the employee's appropriate 5, 10, 15, 20, 25, and 30 year anniversary date.

Section 7.4. Call-ins.

An employee called back to work after going home shall receive two (2) hours of overtime pay even if he or she works less than two (2) hours after having been called back. Employees who work in excess of two (2) hours shall receive overtime pay in the amount of hours actually worked.

Section 7.5. Working Out of Classification.

Employees covered by this Agreement who work in a higher classification shall be paid the higher rate of pay when working eight (8) consecutive hours or more with the authorization of the Department Head or his or her representative. The preceding sentence shall apply whether the employee is required to work in a bargaining unit or a non-bargaining unit position.

Section 7.6. Out of Classification Pay.

Employees who work out of classification or when promoted to a higher classification, shall receive a cent per hour increase on their current wage equal to the increments between classifications as set forth in Appendix "B" through Appendix "D" (depending on contract year) or between the classified grades.

Section 7.7. CSO Court Time.

A CSO shall receive a minimum of two (2) hours of compensation at their appropriate overtime rate for appearances in court when such appearances occur outside

of the CSO's regular duty hours and such appearances are in the CSO's official capacity as a City of Bloomington employee.

If, at the expiration of the two (2) hour period referred to in the previous paragraph, the CSO is still in court, the CSO shall receive overtime compensation for any additional time actually spent by the CSO in court. If the two (2) hour period falls within the CSO's scheduled work day they will be compensated at the overtime rate from the time of the required court appearance up to their scheduled work day. Multiple court appearances within the same two (2) hour time frame are all considered part of the same two (2) hour period.

Section 7.8. Flex Cash Participation.

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

Section 7.9. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department. This Section will be implemented 30 days from when Classified employees and at least (3) three other

bargaining units agree to direct deposit or checks being mailed.

ARTICLE 8 HOLIDAYS

Section 8.1. Number of Holidays.

The following days are holidays:

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

Section 8.2. Holiday on Scheduled Workday.

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

Section 8.3. Eligibility for Holiday Pay.

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

ARTICLE 9 VACATION

Section 9.1. Length of Vacation.

Full-time employees who, based upon their anniversary date of hire, have worked for the City for a period of six (6) continuous months shall receive vacation as follows:

Years of Continuous Service	Length of Vacation
6 months but less than 1 year	1 week
1 year, but less than 2 years	1 week
2 years, but less than 8 years	2 weeks
8 years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Section 9.2. Scheduling.

Vacations must be taken within the vacation year in which they are due, anniversary date to the next anniversary date. These vacations must be taken at the convenience of the department. Employees shall be allowed to carry over one-half ($\frac{1}{2}$) of his or her earned vacation to the following year. An employee's vacation will begin at the end of his or her last scheduled workday.

CSO vacation requests must be submitted no more than six (6) months and no less than twenty-four (24) hours in advance. The twenty-four (24) hour notice may be waived with supervisor approval.

Section 9.3. Separation and Reinstatements.

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency will also receive all earned vacation. All earned vacation of employees who die in the service shall be paid to the spouse or estate of said individual.

ARTICLE 10 DISCIPLINE AND DISCHARGE

Section 10.1. Reason for Disciplinary Action.

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public policy recognize as just and sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union

Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

Section 10.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.

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

Section 10.3. Remedial Authority of Arbitrator in Disciplinary Cases.

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

Section 10.4. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have

the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

Post accident testing will be required when an employee is involved in an accident which results in a death or serious personal injury requiring immediate hospitalization or an accident which results in significant damage to government or private property.

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

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

Section 10.5. Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall notify the employee and Union Steward or Union Representative of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not

be construed as a waiver of any objection or rights that the employee may have.

Section 10.6. Tests to be Conducted.

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

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) ensure that the laboratory or facility selected conforms to all NIDA standards;

(c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;

(e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

(f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director or his or her designee within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;

(j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;

(k) ensure that no employee is the subject of any adverse employment action except emergency temporary

reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 10.7. Right to Contest.

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 10.8. Discipline and Voluntary Requests for Assistance.

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

employment action by the City. The foregoing is conditioned upon:

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

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

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

Section 10.9. Removal of Adverse Material.

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

ARTICLE 11 LEAVES

Section 11.1. Personal Convenience Leave.

Each full-time employee shall be granted sixteen (16) hours Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of one (1) hour at the convenience of the employee subject to the discretion of his or her supervisor. Personal Convenience Leave may not be accumulated from one fiscal year to another. CSOs will schedule Personal Convenience Leave time no more than sixty (60) days prior to the requested date, nor request time less than twenty-four (24) hours prior to the requested date. The twenty-four hour

notice may be waived with supervisor approval. Personal Convenience Leave will not be paid out at time of separation for newly hired probationary employees.

Section 11.2. Sick Leave.

Sick Leave Base and Accrual. Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent. Employees are eligible to use up to 40 hours of sick leave for the injury or illness of their parent or step-parent in a fiscal year.

All full-time employees shall have a base of sick leave as accumulated prior to the effective date of this Agreement. Employees shall accrue from their date of hire at a rate of eight (8) hours each month up to a maximum of 960 hours of sick leave. Employees hired prior to July 14, 2014 shall accrue from their date of hire at a rate of two and one-half (2½) days each month for his or her first nine (9) months of employment, after which it shall accrue at a rate of one (1) day each month up to a maximum of 960 hours of sick leave.

Employees hired prior to May 1, 2009 shall have 50% of their monthly unused accrued sick time above 960 hours paid into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Buy Back. All employees hired prior to May 1, 2009 who retire or leave the employment of the City under

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

~~Sick Leave Used for Creditable Service
(Supplemental Sick Leave)~~

~~Employees may have accumulated supplemental sick leave accrual of one hundred twenty (120) days for Illinois Municipal Retirement Fund creditable service purposes only. No new supplemental sick leave will accrue after December 31, 2007. It is understood between the parties that such additional supplemental accrual may never be used for paid time off. However, for those employee who have a Supplemental Sick Leave balance, up to 480 hours will be paid into the RHS if eligible for sick leave buyback.~~

Formatted: Right: 0.25"

Absence of more than Three (3) Consecutive Days or

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

kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse, child or dependent which causes an absence by the employee of more than three (3) consecutive days, unless sick leave abuse is suspected as detailed below, Human Resources will require a statement from a medical professional stating that he or she has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty. CSO who is unable to report to work because of illness must notify their supervisor based on established protocol at least one (1) hour prior to the beginning of their shift, with the exception of the first shift of the day will provide two (2) hours' notice.

Sick Leave Abuse Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences and may be required as a condition of continued employment. If an employee is unable to provide verification of absences discipline may be imposed. Some examples of sick leave abuse include.

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.

Section 11.3. Bereavement Leave.

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

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances and the personal needs of the employee and is at the discretion of the Department Head or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department.

Section 11.4. Injury Leave.

(a) An employee's eligibility for payment of sixty-five (65) job injury days leave will be dependent upon a determination of the State Industrial Commission, or by the applicable court if an appeal is taken from the State Industrial Commission. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees must have a doctor's note indicating they are unable to work in order to be eligible for job injury leave.

(b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.

(c) Use of Sick Leave and Vacation. After the payment and use of sixty-five (65) job injury days, charges shall be made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.

(d) Contested Injuries. Charges may be made against sick leave accrued, if any, in any case the City is contesting

that the injury occurred on the job. In the event that the State determines in favor of the employee, sick leave up to sixty-five (65) job injury days so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and vacation leave.

(e) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a licensed physician to determine eligibility for work.

Section 11.5. Military Leave.

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

Section 11.6. Jury Duty.

Any employee covered by this Agreement who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day/hours of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and

the payment he or she receives for jury duty. The eligible employee will present proof of jury duty hours and of the amount of pay received thereof. If employees are released from jury duty prior to the end of their scheduled workday they shall contact their supervisor for reporting instructions.

Section 11.7. Leave Without Pay.

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

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

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

Section 11.8. Leave of Absence to Accept Full-time Position with Union.

In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 11.7. Leave Without Pay of this Agreement.

Section 11.9. FMLA and ADA.

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. Effective January 1, 2015 qualifying FMLA events will run concurrent with sick leave, as permitted by FMLA. Employees will be responsible for obtaining the necessary paperwork.

Section 11.10. Wellness Day.

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

Section 11.11. Court Days.

In recognition of the inconvenience endured by CSOs because of subpoenas, CSOs are granted sixteen (16) hours paid leave per fiscal year. Court Days may not be accumulated from one fiscal year to another. A CSO will schedule Court Days no more than sixty (60) days prior to the requested date, nor request time less than twenty-four (24) hours prior to the requested date. The twenty-four (24) hour notice may be waived with supervisor approval. CSO's hired after August 26, 2013 will be ineligible for Court Days.

Section 11.12. Restricted Duty Status.

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

- (1) every effort shall be made to provide such tasks within the bargaining unit;
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;

- (3) seniority shall continue to accrue during the period of such restricted duty;
- (4) any employee required to return to work under restricted duty and who is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;
- (5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

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

At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment. Employees working first shift will not be required to work second or third shift.

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

ARTICLE 12 SENIORITY

Section 12.1. Definition.

For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Employees who have worked part-time on a continuous basis shall receive credit for such part-time employment with the City using a presumption that the employee worked twenty (20) hours per week when he or she worked on a part-time basis. The actual number of calendar days worked by the employee while in part-time status shall be calculated and divided by half to arrive at that employee's last date of "full-time" continuous hire for seniority purposes. Annually, the City will provide a list of employees, with their name, address, social security number and date of hire to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new members of the bargaining unit. Bargaining unit employees shall notify the City and Local 362 of any address changes.

New employees hired after May 1, 2009 will use their full-time date of hire for determining their longevity and leave accruals.

Section 12.2. Seniority Principle.

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

Section 12.3. Probationary Period.

Each employee shall be considered a probationary employee for his or her first six (6) months of continuous service with a one month mutual extension, after which his or her seniority shall date back to his or her continuous 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 time loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. An employee who is promoted or transferred to a different job within this unit shall not be considered a newly hired probationary employee.

Section 12.4. Promotions and Vacancies.

Promotions to bargaining unit positions in the City shall be based on merit and fitness taking into consideration the

appropriate emphasis on experience and, if necessary, the results of a written and/or oral examination.

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

To be eligible to bid, any full-time employee must have successfully completed the probationary period in the position currently occupied by the employee; part-time employees must satisfy the working requirements identified below.

All qualifications being equal, priority in selection will be based on the seniority principle as follows:

- (1) regular full-time employees in the bargaining unit having completed their probationary period;
- (2) part-time bargaining unit employees in the same job class and within the same department with a minimum aggregate of twelve months part-time service;

(3) part-time bargaining unit employees in other job classes and departments having the requisite skills with a minimum aggregate of eighteen months part-time service.

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

An employee who is transferred or promoted to a position (whether or not supervisory) within the City shall have the privilege of returning to his or her former position or its equivalent without loss of seniority, provided he or she returns within the first sixty (60) calendar days following such transfer or promotion. Management also has the right to send an employee back to his or her previous position at any time during the employee's six-month probationary period in the new position. An employee shall be restored to the same rate of pay for the position he or she returns to as the employee received for that position prior to the initial transfer or promotion. An employee shall not suffer any loss of seniority for returning to his or her position.

Section 12.5. Layoff and Recall Procedure.

In the event of a reduction in the working force, employees shall be laid off in accordance with the seniority principle set forth in Section 12.2 Seniority Principle of this

Agreement. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

Section 12.6. Termination of Seniority.

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

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (e) is laid off and fails to report for work within three (3) 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; or
- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be reestablished if the employee can show

that extraordinary circumstances prevented his or her timely return.

ARTICLE 13 BENEFITS

Section 13.1. Physical Fitness Incentive.

The City of Bloomington will pay upon receipt of membership verification one hundred and fifty dollars (\$150) toward the annual dues at any physical fitness center designated by the City for any full-time or part-time employee covered by this Agreement.

Section 13.2. Group Insurance Plan.

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

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

(b) The City agrees to pay fifty percent (50%) of the dental insurance premium for both employee and/or dependent coverage for group dental insurance under the City of Bloomington ~~Health~~/Dental Care Plan for all full-time employees.

(c) In any year in which the total amount of medical/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 type of benefits available under the City of Bloomington Employee Health/Dental Care plan.

(d) No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraph.

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

Formatted: Highlight

unless such changes are instituted for all other City unrepresented employees.

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

(~~de~~) The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Employee Health/Dental ~~Care Insurance~~ Plans. ~~No changes in the level of benefits shall be made except by mutual agreement of the parties.~~

(~~fe~~) The Union will appoint an employee representative to the Health Insurance Committee.

(~~gf~~) The City agrees to provide \$25,000 in group term life insurance for each full-time employees.

Section 13.3. Tuition Reimbursement.

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

(a) The City will reimburse an employee for part or all of the cost of tuition and any required books for a college degree under the following conditions:

(1) the employee notifies the Department Head prior to registration of his or her intent to claim tuition reimbursement for the course;

(2) the course is required or is part of a required sequence leading to an undergraduate degree in an appropriate field of study, or is determined by the Department Head in his or her discretion to be of benefit to the Department;

For purposes of this subsection, "part of a required sequence" refers to specific related courses which are required for completion of the curriculum in the employee's major 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) Employees should request tuition reimbursement from their Department Head by August 1, in order to be eligible for funds for the following fiscal year. If tuition reimbursement funds are approved in the budget by Council written authorization from the Department Head shall be forwarded to Human Resources on a tuition reimbursement form.

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

100% for a grade of A

100% for a grade of B

75% for a grade of C or Pass on Pass/Fail option

0% for a grade of D or lower

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

Section 13.4. LIUNA Pension.

Retroactive to May 1, 1999, the City will make a twelve cent (\$.12) per hour per employee contribution to LIUNA Pension. Effective November 1, 2000, the employer contribution shall be increased an additional six cents (\$.06) per hour per employee. The employer contribution shall be increased an additional six cents (\$.06) per hour per employee beginning on November 1, 2001, November 1, 2002 and November 1, 2003 (the final employer contribution rate will thus be thirty-six cents (\$.36) per hour on November 1, 2003). Any additional pension increases will be paid by the City in lieu of wages which would otherwise have been paid to employees. Employer contributions shall not be made for overtime hours. Such increases shall be shown as an employer contribution. Additional information is contained in Appendix A in regard to LIUNA Pension Contributions.

Section 13.5 CSO Uniforms and Clothing.

The City will furnish and maintain employees with five (5) long sleeve shirts and five (5) short sleeve shirts.

Uniforms will be replaced on a worn out basis. CSO's are required to wear uniforms while at work, except if in court.

ARTICLE 14 SUBCONTRACTING

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

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 12.2. Seniority Principle and Section 12.5. Lay off and Recall Procedure will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

ARTICLE 15 MANAGEMENT RIGHTS

Section 15.1. Management Rights.

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

that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 15.2. Emergency Conditions.

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

ARTICLE 16 SAVINGS

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

ARTICLE 17 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this

Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment unless expressly waived in the Agreement; or
- (2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 201~~3~~5, and shall remain in full force and effect until the 30th day of April, 201~~5~~7. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall 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 this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. IN WITNESS WHEREOF the parties hereto have set their hands this 28th day of April July, 20154.

**LABORERS INTERNATIONAL UNION,
LOCAL 362 SUPPORT STAFF**

By: _____

GREAT PLAINS LABORERS' DISTRICT COUNCIL

CITY OF BLOOMINGTON, ILLINOIS

By: _____

Appendix A - LIUNA AGREEMENT

The City and Union agree to select the "Preferred Schedule" from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to February 1, 2011.

1. All contributions to the LIUNA pension will be funded as described in Section 13.4 LIUNA Pension of the Support Staff agreement. The City's contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
2. Retroactive cost increases that are greater than the City's contribution limit will be deducted from the employees' paychecks.
3. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

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

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period

of years as required by the Pension Protection Act of 2006 ("PPA"); and

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

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

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

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

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.4 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.36 per hour shall be increased by 10% to the rate of \$.40 per hour effective February 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.4 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred

Schedule goes into effect for the group, not on the increased rates required by this Schedule.

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

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

FOR THE UNION:

Signature: AK

Name: Anthony Penn

Position: Business Manager Date: 5/16/12

FOR THE EMPLOYER:

Signature: Stylized Signature

Name: Stephen F. Stockton

Position: Mayor Date: May 15, 2012

Appendix B - Wage Table

		Support Staff Wage Table					
			May 1, 2015				
	Base	5 years	10 years	15 years	20 years	25 years	30 years
SUPP STAFF I	\$ 11.26	\$ 11.82	\$ 12.05	\$ 12.27	\$ 12.50	\$ 12.72	\$ 12.94
SUPP STAFF II	\$ 12.56	\$ 13.19	\$ 13.44	\$ 13.69	\$ 13.94	\$ 14.20	\$ 14.45
SUPP STAFF III	\$ 14.10	\$ 14.81	\$ 15.08	\$ 15.37	\$ 15.65	\$ 15.93	\$ 16.22
SUPP STAFF IV	\$ 15.93	\$ 16.73	\$ 17.05	\$ 17.36	\$ 17.67	\$ 18.00	\$ 18.32
SUPP STAFF V	\$ 17.47	\$ 18.36	\$ 18.69	\$ 19.05	\$ 19.41	\$ 19.76	\$ 20.09
		Support Staff Wage Table					
			May 1, 2016				
	Base	5 years	10 years	15 years	20 years	25 years	30 years
SUPP STAFF I	\$ 11.51	\$ 12.09	\$ 12.32	\$ 12.55	\$ 12.78	\$ 13.01	\$ 13.23
SUPP STAFF II	\$ 12.84	\$ 13.49	\$ 13.74	\$ 14.00	\$ 14.25	\$ 14.52	\$ 14.78
SUPP STAFF III	\$ 14.42	\$ 15.14	\$ 15.42	\$ 15.72	\$ 16.00	\$ 16.29	\$ 16.59
SUPP STAFF IV	\$ 16.29	\$ 17.11	\$ 17.43	\$ 17.75	\$ 18.07	\$ 18.41	\$ 18.73
SUPP STAFF V	\$ 17.86	\$ 18.77	\$ 19.11	\$ 19.48	\$ 19.85	\$ 20.20	\$ 20.54



FOR COUNCIL: April 27, 2015

SUBJECT: Dissolution of Downtown Special Tax Allocation Fund and Terminating the Designation of the Downtown Bloomington Redevelopment Project Area

RECOMMENDATION/MOTION: That the Ordinance be passed.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationship among the City, businesses, economic development organizations.

BACKGROUND: The City previously adopted an Ordinance in 1986 in accordance with the Tax Increment Allocation Redevelopment Act of the State of Illinois to establish a redevelopment project area in Downtown Bloomington. The activities of this Tax Increment Financing District are accounted for in the Central Bloomington TIF Redevelopment Fund. All projects in the TIF district were completed however; due to litigation the fund remained open. The Central Bloomington TIF fund can now be closed but has a deficit balance of \$21,005.57 which is included in tonight's general fund proposed budget transfers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: To close the Downtown Special Tax Allocation Fund also known as the Central Bloomington TIF Redevelopment Fund, a transfer of \$21,005.57 will be made from the General Fund Transfer (10019180-89420) to the Central Bloomington TIF Redevelopment Fund (40300300-85100) to cover the deficit created by legal fees incurred defending litigation.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

Reviewed by: Patti-Lynn Silva, Finance Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed

Motion: _____ Seconded by: _____

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

Ordinance No.2015 -

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY,
ILLINOIS, DISSOLVING THE DOWNTOWN SPECIAL TAX ALLOCATION FUND
AND TERMINATING THE DESIGNATION OF THE DOWNTOWN BLOOMINGTON
REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”), is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State, and as a home rule unit may, under the powers granted by Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, “exercise any power and perform any function pertaining to its government and affairs”; and,

WHEREAS, pursuant to their powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (the “*TIF Act*”), the Mayor and City Council of the City (the “*Corporate Authorities*”), pursuant to Ordinance Nos. 1986-187, 1986-188, and 1986-189, respectively, adopted by the Corporate Authorities on December 22, 1986, designated a “redevelopment project area” known as the “*Downtown Bloomington Redevelopment Project Area*” (the “*Project Area*”); adopted tax increment allocation financing for the Project Area, and, in connection therewith, established the Downtown Special Tax Allocation Fund (the “*Special Tax Allocation Fund*”); and adopted and approved the Downtown Bloomington Tax Increment Redevelopment Plan; and,

WHEREAS, pending the outcome of litigation, the Corporate Authorities determined that the Special Tax Allocation Fund should remain open in order to pay all outstanding obligations; and,

WHEREAS, the Corporate Authorities have now paid or provided for all of the obligations incurred in connection with the designation of the Project Area; and,

WHEREAS, the Corporate Authorities have heretofore and hereby expressly determine that it is desirable and in the best interests of the City and all taxing districts having jurisdiction that the Special Tax Allocation Fund be dissolved and the designation of the Project Area be terminated.

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

Section 1. The Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true and correct and do hereby incorporate them into this Ordinance by this reference.

Section 2. Special Tax Allocation Fund Dissolved. The Downtown Special Tax Allocation Fund is hereby dissolved.

Section 3. Designation of Project Area Terminated. The designation of the Downtown Bloomington Redevelopment Project Area is confirmed to have been terminated as of December 21, 2009.

Section 4. Repealer. All ordinances, resolutions, orders or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5. Effective Date. This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED this 27th day of April, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Tari, Renner, Mayor

ATTEST:

Renee Gooderham, Interim City Clerk



FOR COUNCIL: April 27, 2015

SUBJECT: Special Tax Allocation Fund Dissolution of the Market Square Redevelopment Project Area and Tax Increment Financing (TIF) Amended Budget Ordinance

RECOMMENDATION/MOTION: That the Dissolution Ordinance of the Market Square Redevelopment Project Area TIF and the Amended Budget Ordinance adding \$1,815 to the Market Square TIF - Interest on Investments (30300300-56010) and Other Purchased Services (40300300-70690) and the reallocating of \$306,233.25 – Other Purchased Services (30300300-70690) to the General Fund (30300300-89100) be approved and the Mayor and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationship among the City, businesses, economic development organizations.

BACKGROUND: The City previously adopted an ordinance in 1986 in accordance with the Tax Increment Allocation Redevelopment Act of establishing the redevelopment of the Market Square Project Area. The activities of this TIF District are accounted for in the Market Square TIF Bond Redemption Fund. All projects (i.e., a full service truck stop and a 60,000 square foot shopping center) in same were completed leaving surplus revenue that can be distributed to taxing bodies after fund closure. The surplus funds distribution calculation has been made in accordance with State guidelines and the adoption of this Ordinance will close the fund. The City will receive \$306,233.35 of the total \$953,544 surplus.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: In closing the Market Square Special Tax Allocation Fund also known as the Market Square TIF Bond Redemption, surplus funds will be distributed as follows: \$647,310.65 (30300300-70690) to the State and \$306,233.35 (30300300-89100) to the City's General Fund (10019180-85330) and reallocating \$306,233.35 – Other Purchased Services (30300300-70690) to the General Fund (30300300-89100). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 92.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

Reviewed by: Patti-Lynn Silva, Finance Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Budget Ordinance amendment
Attachment 3. Exhibit 1
Attachment 4. Map

Motion: That the Dissolution Ordinance of the Market Square Redevelopment Project Area TIF and the Amended Budget Ordinance adding \$1,815 to the Market Square TIF - Interest on Investments (30300300-56010) and Other Purchased Services (40300300-70690) and the reallocating of \$306,233.25 – Other Purchased Services (30300300-70690) to the General Fund (30300300-89100) be approved and the Mayor and City Clerk authorized to execute the necessary documents.

Motion: _____

Seconded by: _____

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

ORDINANCE NO. 2015 -

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
DISSOLVING THE SPECIAL TAX ALLOCATION FUND FOR THE
MARKET SQUARE REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”) is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”), pursuant to Ordinance Nos. 1986-74, 1986-75, and 1986-76, respectively, adopted on June 9, 1986, in accordance with the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), approved the Market Square Tax Increment Financing Redevelopment Plan (the “*Plan*”), for a specific area qualifying as a redevelopment project area under the TIF Act (the “*Project Area*”); designated the Project Area as a “redevelopment project area,” as that term is defined under the TIF Act; and adopted tax increment allocation financing for the purpose of implementing the Plan for the Project Area; and,

WHEREAS, the Corporate Authorities, extended the estimated date for completion of the Plan and the retirement of obligations to finance redevelopment project costs incurred in connection with the Project Area; and,

WHEREAS, the Corporate Authorities have determined that it is desirable and in the best interests of the City and all taxing districts having jurisdiction that the Special Tax Allocation Fund for the Project Area be dissolved; and,

WHEREAS, the Corporate Authorities have now paid or provided for all of the obligations incurred in connection with the designation of the Project Area and are now prepared to dissolve the Special Tax Allocation Fund for the Project Area and to calculate and distribute all remaining funds after providing for the payment of any final administrative costs as mandated by the TIF Act.

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

Section 1. The foregoing recitals are hereby incorporated into this Ordinance as if restated in this Section.

Section 2. The Special Tax Allocation Fund for the Market Square Redevelopment Project Area is hereby dissolved.

Section 3. The Corporate Authorities are hereby directed to calculate and distribute all funds remaining in the Special Tax Allocation Fund for the Market Square Redevelopment Project Area, after providing for the payment of any final administrative costs, in accordance with the requirements of the TIF Act.

Section 4. The designation of the Market Square Redevelopment Project Area is confirmed to have been terminated as of December 31, 2013.

Section 5. All ordinances, resolutions, orders of parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED this 27th day of April, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Tari Renner, Mayor

ATTEST:

Renee Gooderham, Interim City Clerk

ORDINANCE NO. 2015 –

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

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

WHEREASE, a budget amendment is needed as detailed below;

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

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

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2014 - 35.

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

PASSED the 27th day of April 2015.

APPROVED the ____ day of April 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk

Exhibit 1

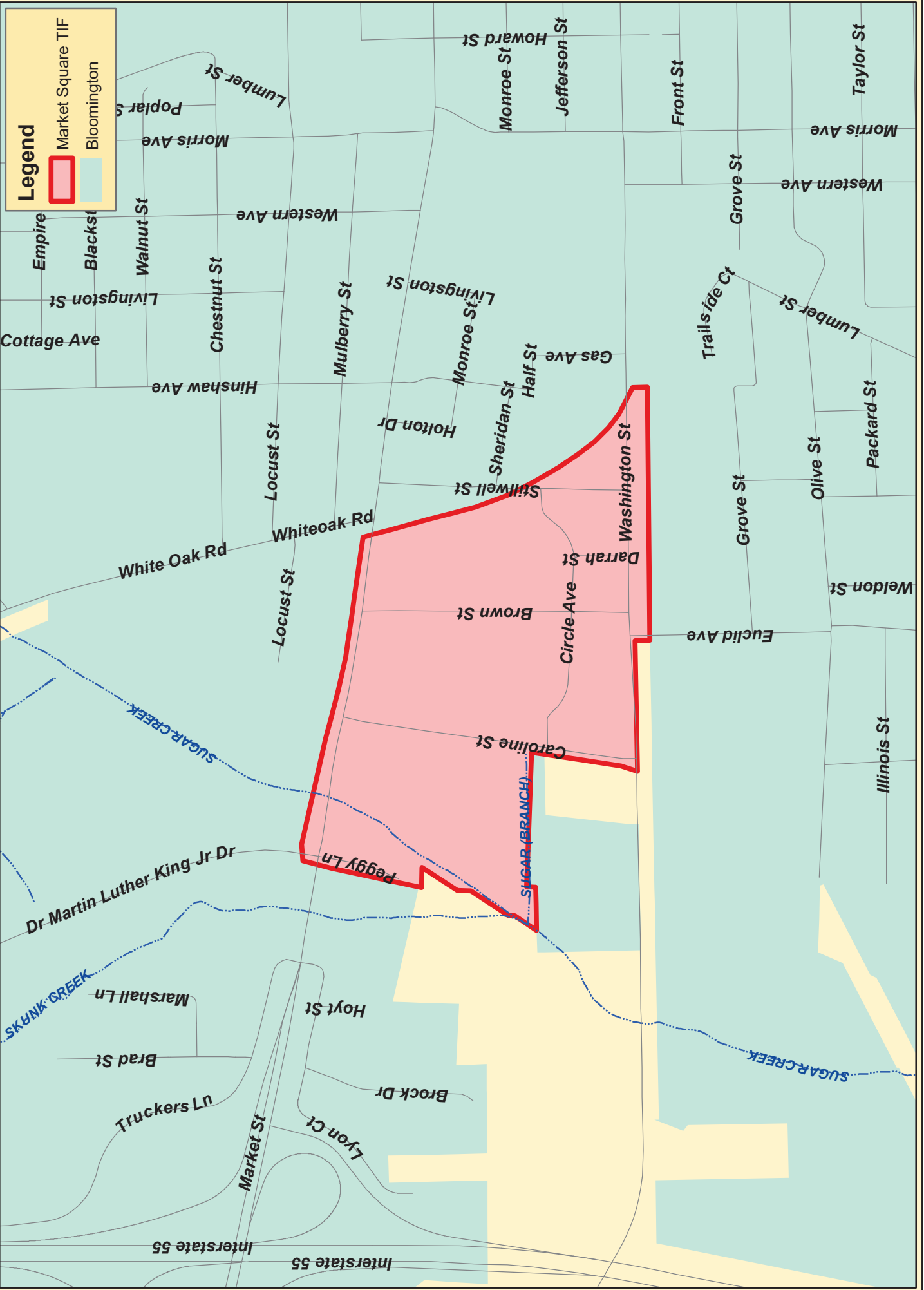
Account #	Fund	Account Description	Amount
30300300-56010	Market Square TIF	Market Square TIF-Interest on Investments	\$ (1,815.00)
30300300-70690	Market Square TIF	Market Square TIF-Other Purchased Services	\$ 1,815.00
30300300-89100	Market Square TIF	Market Square TIF-Transfer to General Fund	\$ 306,233.35
10019180-85330	General Fund	General Fund Transfer-From Market Square TIF	\$ (306,233.35)
Net Budget Increase/(Decrease):			-

Market Square TIF Area



0 375 750 1,500 Feet

DATE 4/22/2015





FOR COUNCIL: April 27, 2015

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 1, Block 24 of Camp Potawatomie, from William B. Eaton, and the heirs of his two sons to Jennifer Jo Peifer

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

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

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

BACKGROUND: The sewage disposal system inspection was completed in November, 2014. The septic system appears to be functioning normally. The septic tank does not need to be pumped. Septic tank has no outlet and home owners pump as needed during summer season. The age of the sewage disposal system is over eighty-two (82) years. 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.

William B. Eaton's Will, filed December 15, 1981, lists his two (2) sons William B. Eaton Jr. and Robert B. Eaton as heirs to the property at Lake Bloomington. The sons have died and left same to their children: Gregory L. Eaton; James D. Eaton; Lucinda Lee Larsen, Anne Elizabeth Kiper; Rebecca Sue Pease; Timothy Robert Eaton; David Eric Eaton and Jennifer Jo Peifer. The children are selling their interest to Jennifer Jo Peifer.

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 transfer, the lake lease formula will generate about \$217.19 per year in lease income. The lake lease income will be posted to Lake Maintenance-Lease Income (50100140 – 57590). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 104.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

Reviewed by: Brett Lueschen, Interim Water Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



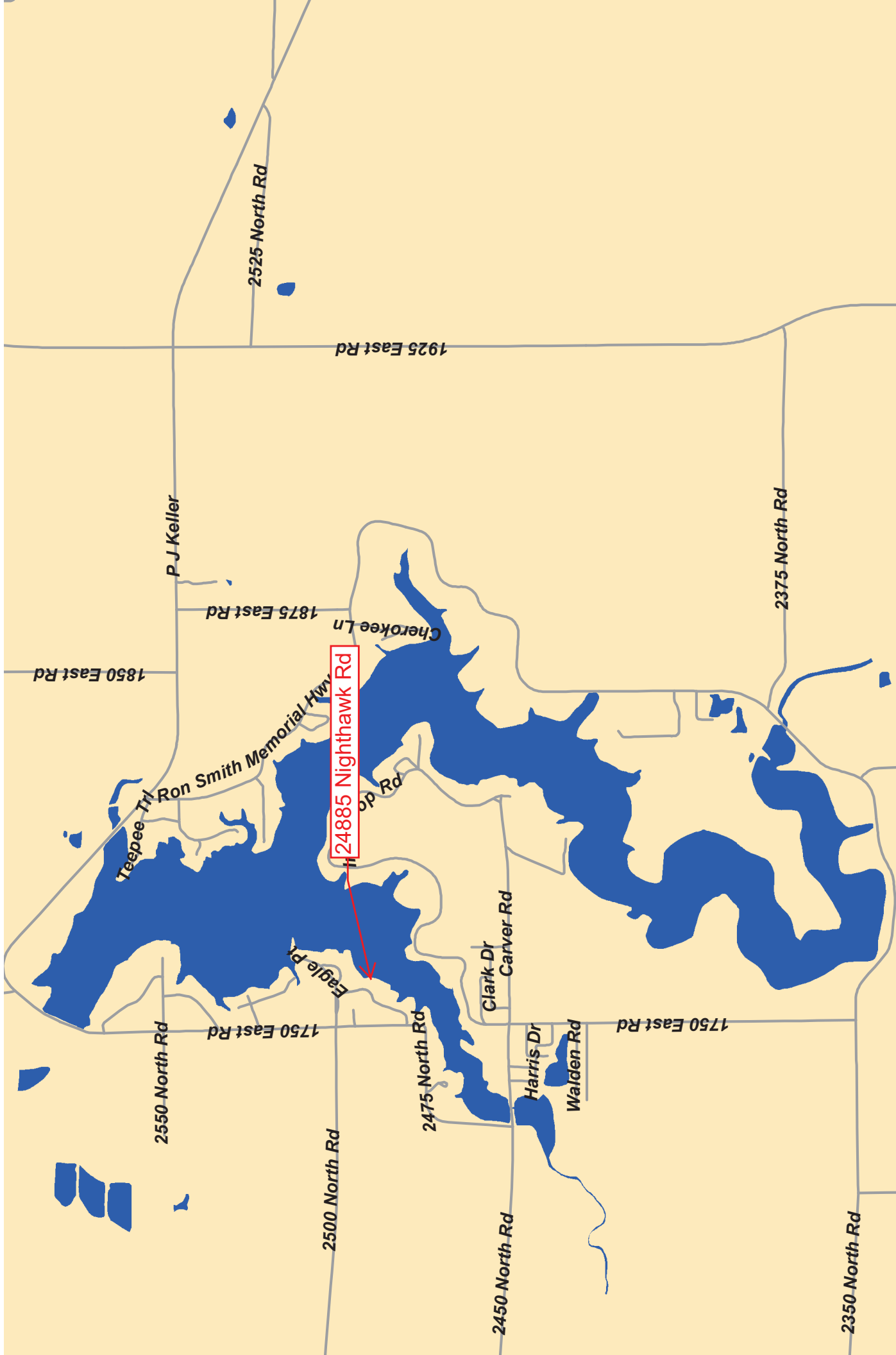
David A. Hales
City Manager

Attachments: Attachment 1. Maps

Motion: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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





24885 Nighthawk Ln
Lot: 1
Block: 24
Camp: Potawatomie

24895

24889

24885

24875

24847

Nighthawk Rd



FOR COUNCIL: April 27, 2015

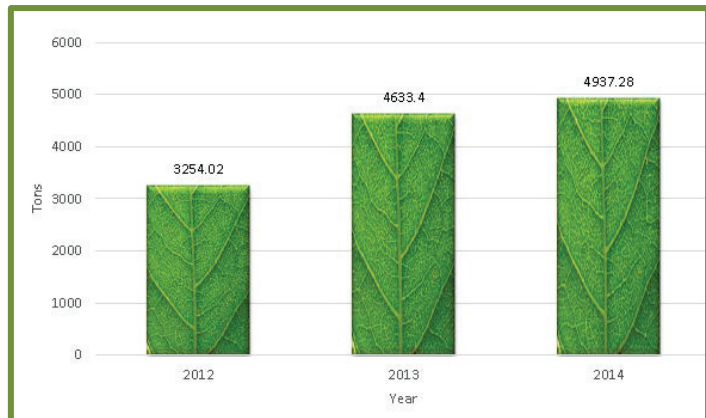
SUBJECT: Contract Award to Midwest Fiber, Inc. for recyclables

RECOMMENDATION/MOTION: Recommend that the Contract for receiving recyclables be awarded to Midwest Fiber, Inc. and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: Bloomington's contracted recycling firm, Midwest Fiber, is a regional company with a single stream Materials Recovery Facility in west Normal. The company has proven to be an extremely reliable partner. Its convenience and the quality of a nearly new facility on White Oak Rd. make it nearly impossible for other recyclers to compete with it. Normal also uses Midwest. The firm, with its single stream capability, has partnered with Bloomington as the City significantly increased its volume of recyclables and diverted recyclables from the household waste stream and landfilling. According to Midwest, City customers recycled 4,633 tons in 2013, up 42 percent from the previous year. The increase related to the City's efforts and implementation of the recycling cart program. For 2014, recycling rose another 6.6 percent, to 4,937 tons. (Please see chart.)



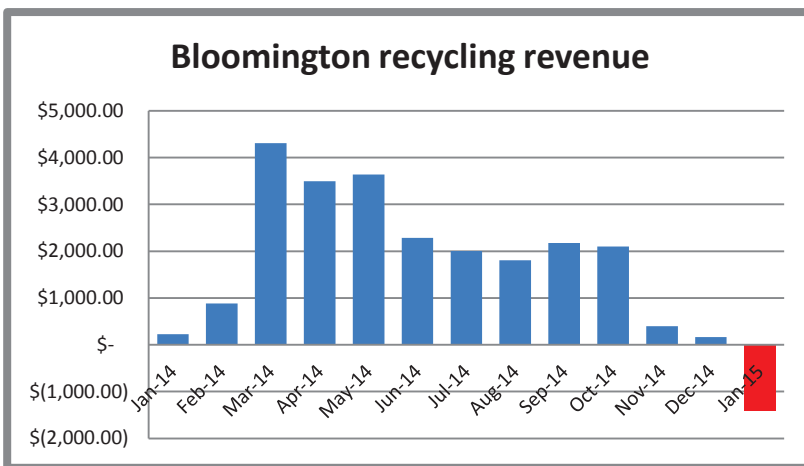
On April 22, 2013, the Council approved a two (2) year contract extension with Midwest, with an option of two (2) one (1) year extensions after that if the parties mutually agree. Midwest informed the City recently that it does not wish to extend the contract but instead wishes to enter a five (5) year agreement instead. Staff responded with the preference for a three (3) year agreement with one (1) two (2) year extension. Midwest Fiber modified their contract request. A copy of this request is attached. Staff recommends the agreement.

Shared risk, shared benefit model

As with the expiring contract, the new contract uses the model of shared risk, shared benefit. This means Midwest will pay the City a portion of its revenue for sale of recycling materials. The revenue is based on the commodities indexing of the various materials and the quantities

delivered by Bloomington as the supplier. If the commodities markets sink low enough, Midwest will instead charge the City for taking Bloomington recycling. Revenue was gained by Bloomington in every month of 2014. In January, Bloomington paid. The net revenue for recycling in calendar year 2014 was \$23,484.

This contract model benefits the City. A model of set commodities fees, in which the recycler sets commodity rates for the supplier, generally results in exceedingly low returns for the supplier (in this case, the City) because companies must ensure their own profitability. As noted by the U.S. Environmental Protection Agency:



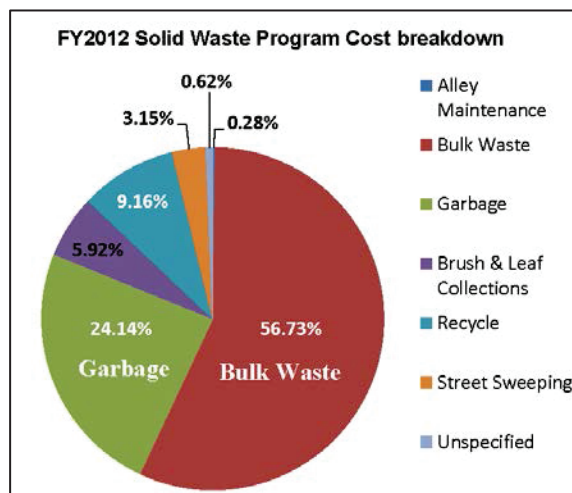
“One of the greatest sources of uncertainty in recycling is the level of prevailing prices for commodities such as newspaper, mixed paper, corrugated, glass, plastic, and metal cans. Prices for commodities vary tremendously over several years, and this presents a significant risk to the processor. Typically, a risk-averse processor will seek to do one of two things: (1) assume a very low price for commodities in preparing a price proposal to avoid losses or (2) try to share the risk with the local community. In general, sharing the risk will result in lower processing costs to the community and the potential for some profit.” (“Improving Recycling’s Economic Profile; Processing Costs,” epa.gov.)

Recycling costs money

The revenue from Midwest Fiber does not equate to the City making money from recycling. Instead, it represents a modest offset of costs.

The City’s Solid Waste Analysis showed recycling accounted for 9.16 percent of the cost of the Bloomington Solid Waste Program in FY 2012. In FY16 dollars, this equals to nearly \$775,000, although more thorough study would be required to produce a precise, updated number.

The true benefit of City recycling rests with values: values of preserving resources and diverting materials that would otherwise be needlessly landfilled.



Processing fee

The base processing fee also changes in the new contract by discounting the fee to the City based on volume. In both contracts, the cost to the supplier can go up a maximum 2 percent based on

the Midwest Area Consumer Price Index of all Urban Consumers. The new contract reduces this fee for large volumes.

For the ongoing calendar year, the base processing rate is \$78.75 per ton. This is compared to \$46.46 per ton charged at the McLean County Landfill. In practical terms, the revenue generated through the Midwest shared risk, shared benefit contract has allowed the City to recycle while incurring no cost to unload recyclables on most months. Had all of Bloomington's recyclables gone to the landfill instead, the tipping fee for that material would have been \$229,386 in calendar year 2014. Midwest Fiber also has agreements with private haulers serving Peoria, Champaign and Springfield. Midwest considers information about base processing rates with these companies to be proprietary.

Contract terms

The contract runs from May 1, 2015, to April 30, 2018. The contract may be extended for one (1) two (2) year period if both parties agree to an extension.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Town of Normal was contacted to verify that consistent services, revenue and fees apply to Bloomington and Normal for materials collected at the curb and taken to Midwest Fiber.

FINANCIAL IMPACT: The FY 2016 Budget will allocate revenue to Solid Waste-Recycling Materials (54404400-54400). If the City has to pay, the expenditure will be charged to Solid Waste-Recycle Transfer Fee (54404400-70667). This can be located in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 126. The FY 2016 Solid Waste-Landfill Fees (54404400-70650) budget will be lowered by \$50,000 moving it to the Solid Waste-Recycle Transfer Fee (54404400-70667) budget to account for this possible expense.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM Public Works Director

Reviewed by: Steve Rasmussen, ACM

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Midwest Fiber Letter
Attachment 2. Recyclable Material Supply Agreement
Attachment 3. Alternate Proposol

Motion: Recommend that the Contract for receiving recyclables be awarded to Midwest Fiber, Inc. and the Mayor and City Clerk authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



www.midwest-fiber.com

March 16, 2015

City of Bloomington
109 E Olive St
Bloomington, IL 61701

Dear Mr. Karch,

Per your request I wanted to express to you Midwest Fiber's desire to continue our relationship with the City of Bloomington for the processing of single stream recyclables.

Midwest Fiber proposes a five year agreement between Midwest Fiber and the City of Bloomington. This agreement would use market based pricing to determine monthly value. We would however propose a sliding scale processing fee based on the annual volume of material delivered to our facility in Normal by the City of Bloomington thus decreasing the processing charges with increasing volumes, yielding a better value for the city.

Through our community education efforts and partnerships Midwest Fiber processed a record of 318,876,000 pounds of recyclable material in 2014. This additional volume let to the creation of a 2nd shift, employing almost 20 new employees to process the additional volume.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Shumaker".

Todd Shumaker
Director of Sales and Material Procurement

RECYCLABLE MATERIAL SUPPLY AGREEMENT

This Agreement is dated _____ and is between:

City of Bloomington
109 E. Olive St.
Bloomington, Il 61701

Tel: 309-434-2225

and

Midwest Fiber, Inc., an Illinois corporation ("Midwest")
422 S. White Oak Road
Normal IL 61761

Tel: 309-452-0064

The parties agree as follows:

1. Definitions:

- (a) "Material" means all single stream recyclable material that meets the quality requirements of Section 6 and fully described in Exhibit B.
- (b) "Residuals" means non-recyclable items mistakenly believed to be recyclable by consumers and placed into collected recycling bins, where such items do not pose any adverse effect to human health or the environment.
- (c) "Non-Acceptable Materials" means any municipal putrescible waste, yard waste, hazardous waste, medical waste, electronic waste or any other hazardous materials or substances.
- (d) "Term" means the period that this Agreement is in effect.
- (e) "Supplier" means City of Bloomington.
- (f) "Holidays" means Christmas Day.

2. Supply of Material. During the Term, Supplier shall sell and deliver to Midwest and Midwest shall accept and purchase from Supplier the Material generated by Supplier. Supplier makes no guarantee to Midwest that a certain volume of the Material shall be sold and delivered to Midwest by Supplier during the term of this Agreement.

3. Price. The price for the Material shall be as stated in Exhibit A. Applicable weights shall be determined by Midwest based on receiving weight receipts, subject to adjustment under Section 6 for nonconforming Material.

4. Delivery. Supplier shall deliver the Material to Midwest's location at 422 S. White Oak Rd, Normal, Il. Title to the Material shall pass to Midwest upon acceptance by Midwest, subject to Midwest's right of rejection under Section 6. Supplier's vehicles shall be unloaded expeditiously by Midwest. For weeks with Holidays, Midwest shall coordinate with Supplier additional offloading hours at its Normal, Illinois, location. The additional hours may be extended operating hours or Saturday hours. The recycle center shall be open from 6:30am to 3:00pm for the receipt of the City's acceptable recycling material (with the exception of Christmas Day).

5. Payment. For Material delivered during a calendar month, Midwest shall pay Supplier, or Supplier shall pay Midwest, as the case may be, the price due under Section 3, thirty (30) days from date of invoice submission by Supplier to Midwest of weight ticket copies. Interest will be charged on all amounts not paid when due at a rate of two percent (2%) per month.

6. Quality.

(a) Commingled/Single Stream Material: Supplier agrees to use reasonable efforts to collect, receive and deliver Single Stream Material and to prevent the collection and delivery of excess Residuals and Non-Acceptable Materials. Residuals and Non-Acceptable Materials shall not exceed 9% by weight of delivered Material.

(c) Midwest has no obligation to accept or purchase Material that does not meet the standards of this Section 6. Supplier shall remain fully responsible for the proper handling and disposal of any Non-Acceptable Materials and shall indemnify Midwest against all costs, and expenses(except for fines) relating to the proper handling and disposal of any Non-Acceptable Materials. All quality issues shall be handled in accordance with general industry procedures. If Midwest's inspection of Material, either at time of delivery or prior to processing, discloses any nonconformity with this Section 6, the Material may be rejected by weight adjustment or by the entire shipment at Midwest's election, or downgraded in value accordingly by Midwest. If Midwest discovers any nonconformity with this Section 6, it shall immediately notify Supplier via telephone or email of such nonconformity by calling or emailing the Director of Public Works. In addition, Midwest shall document any such nonconformity, for example by taking photographs of such Non-Acceptable Material.

7. Term. This Agreement is for an initial term beginning May 1, 2015, and ending April 30th, 2018. The contract can be extended after May 1st, 2018, for one, two year period at the mutual consent of both parties which shall be demonstrated in writing and executed by both parties. During an extended term of this Agreement, all of the terms and conditions of this Agreement, shall remain the same and continue in full force and effect.

8. Confidentiality. Confidential information disclosed by a party to the other party, including volumes and pricing of the Material purchased by Midwest under this Agreement, shall be held in strict confidence and not communicated to any third person, except as provided by law.

9. Indemnification for Third Party Claims. Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party and its parent company, affiliates, subsidiaries, agents, employees, officers, directors, successors, and assigns (the "Indemnified Party") from and against any and all claims, demands, judgments, assessments, damages, fines, penalties, costs, expenses, liabilities, or losses, including but not limited to sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees, incurred or suffered by or claimed against the Indemnified Party by reason of a third party claim for personal injury or property damage alleged to have been caused by the Indemnifying Party's negligence or willful misconduct in its performance of this Agreement or in the operation of its business, except to the extent that such personal injury or property damage is caused by negligence or willful misconduct of the Indemnified Party. This provision shall survive any termination of this Agreement.

10. Default. A party shall be in default under this Agreement if it: (a) fails to cure a monetary breach within fifteen (15) calendar days after written notice of default; or (b) fails to cure a non-monetary breach within thirty (30) calendar days after written notice of default. In the event of default, the non-defaulting party, in addition to any other remedies, may terminate this Agreement without further notice or liability, except that any such termination shall not affect rights or obligations accrued or owed prior to effective date of termination.

11. Limitation of Liability. Midwest and Supplier waive all claims against each other (and against each other's parent company, affiliates and subsidiaries and their respective members shareholders, officers, directors agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital) arising out of this Agreement ; and regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, strict liability or any other legal theory.

12. Notices. Any notice required by the terms of this Agreement, other than a notice of nonconformity under Section 6, shall be given in writing, whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand, and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Midwest:

Midwest Fiber, Inc.
422 S. White Oak Road
Normal, Illinois 61761
Attention: Todd Shumaker

Supplier:

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

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

13. Excused Non-Performance. Neither party shall be liable to the other for failure to carry out this Agreement in whole or in part when such failure is due to strikes, lockouts, other labor problems, fires, floods, earthquakes, severe weather conditions, other Acts of God, freight embargoes, transportation delays, governmental or administrative prohibitions, riots, acts of public enemies, terrorism, or other causes beyond the control of the parties.

14. Compliance with Law. Each party shall comply and cause each of its employees, agents, and subcontractors to comply with all applicable laws pertaining to its performance of this Agreement.

15. Authority. Each party, and each individual signing on behalf of each party, represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.

16. Restrictive Covenants.

(a) During the term of this Agreement, Midwest and Supplier shall not, either directly or indirectly, induce or attempt to induce any employees of the other to leave the employment of the other; and

17. Modification. This Agreement may not be amended or modified except in writing signed by the parties.

18. Waiver. Any failure by a party to enforce any right or remedy on default by the other party shall not impair the ability to enforce such right or remedy as to subsequent defaults or be construed as a waiver. Either party's consent to or approval of any act by the other shall not be deemed to waive or render unnecessary the requirement of consent or approval of any subsequent act by either party.

19. Midwest Warranties. Midwest warrants to Supplier that:

(a) The transfer and processing of the Material will be performed in full compliance with all Federal, State and local laws, rules, regulations and ordinances.

- (b) Midwest has the requisite knowledge and experience necessary to perform the services required under this Agreement.
- (c) The Processing/Receiving/Transfer Locations have been issued all governmental permits, licenses, authorizations and approvals required for the transfer and processing of the Material. Upon request, Midwest will furnish to Supplier copies of permits, licenses, authorizations and approvals in effect relating to the transfer and processing of the Material. If any change occurs to such permits, licenses, authorizations or approvals which materially affects any obligation under this Agreement, Midwest shall promptly notify Supplier.
- (d) Midwest has not received any notice, complaint, or administrative citation ("Notice") alleging that Midwest or the Processing and/or Receiving/ Transfer Locations are in material noncompliance with any applicable Federal, State or local environmental laws, regulations or ordinances, including, but not limited to any notice alleging that there has been a release or threatened release of hazardous substances (as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§6901 *et seq.*) at the Processing and/or Receiving/Transfer Locations. If Midwest receives such Notice during the term of this Agreement regarding the Processing Location and/or Receiving/Transfer Locations, Midwest shall promptly notify Supplier of such Notice.

20. Supplier Warranties. Supplier warrants to Midwest that:

- (a) Supplier's collection of the Material and transportation of Material to Midwest's site and handling and disposal of Midwest's waste will be performed by Supplier in full compliance with all Federal, State and local laws, rules, regulations and ordinances.
- (b) Supplier has the requisite knowledge and experience necessary to perform the services required under this Agreement.
- (c) Supplier has been issued all governmental permits, licenses, authorizations and approvals required for the collection and transportation of the Material and the landfills listed in Section 7 have issued all governmental permits, licenses, authorizations and approvals required for the disposal of Midwest's waste. Upon request, Supplier will furnish to Midwest copies of such permits, licenses, authorizations and approvals in effect. If any change occurs to such permits, licenses, authorizations or approvals which materially affects any obligation under this Agreement, Supplier shall promptly notify Midwest.
- (d) Supplier has not received any notice, complaint, or administrative citation ("Notice") alleging that Supplier or the landfills listed in Section 7 are in material noncompliance with any applicable Federal, State or local environmental laws,

regulations or ordinances. If Supplier receives such Notice during the term of this Agreement, Midwest shall promptly notify Supplier of such Notice.

21. Insurance. Midwest represents to Supplier and Supplier represents to Midwest that it now carries, and will continue during the term of the Agreement to carry, Worker's Compensation/Employers' Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance in the following amounts:

<u>COVERAGE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Compensation – Coverage A	Statutory
Employer's Liability – Coverage B	\$500,000
Commercial General Liability (including broad form property damage, contractual liability, products/completed operations, and bodily injury)	\$2,000,000 each occurrence
Commercial Automobile Liability (Owned, Hired, and Non-owned Vehicles for both bodily injury and property damage)	\$1,000,000 each occurrence
Umbrella Excess Liability (over and above the Commercial General Liability and Commercial Automobile Liability coverages indicated above)	\$4,000,000 each occurrence

Supplier shall be named as an Additional Insured on Midwest's Commercial General Liability policy and Midwest shall be named as an additional insured on Supplier's Commercial General Liability policy.

Within five (5) days of the execution of this Agreement, each party shall provide the other with Certificates of Insurance showing the existence of the insurance required hereunder, and which contain the following or equivalent clause: "Before cancellation of the insurance policy, thirty (30) days prior written notice thereof shall be given to (name of other party)."

22. Severability. If any provision of this Agreement is held invalid or unenforceable, it shall not affect the validity or enforceability of remainder of this Agreement, and to this end the provisions of this Agreement are declared severable. If such invalidity becomes known or apparent, the parties agree to negotiate promptly in good faith to amend such provisions to be as consistent as possible with the original intent.

23. Integrated Agreement. This Agreement constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior negotiations, representations and understandings.

24. Independent Contractor. Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

Executed as of the date first written above.

Midwest Fiber, Inc.

City of Bloomington

By: _____
Its: _____

By: _____
Its: _____

MATERIAL:**SINGLE STREAM MATERIAL:**

<u>COMPONENT</u>	<u>PERCENTAGE</u>
Steel Cans	2.1%
UBCs	0.9%
HDPE-N	3.5%
HDPE-C	1.3%
PET	1.3%
Plastics #3, #4, #5, #7	1.5%
Glass	17.7%
Newspaper	49.1%
Cardboard	14.7%
RESIDUALS	7.9%

Midwest shall review the PERCENTAGE of each COMPONENT of the MATERIAL on an as needed basis and has the option to revise the PERCENTAGE of each COMPONENT according to the most recent twelve month average experience.

Pricing

The price for the Single Stream Material is described as Exhibit A, delivered by Supplier, shall be the Total Market Value of the Material (determined based on the percentage and the Value/ton of each component of the Single Stream Material as shown in the table) less the processing fees.

Processing fee table

Processing fee for balance of 2015 will be \$78.75 per ton.

The processing fee shall be adjusted at the beginning of each calendar year, using the table below based previous 12 months volume supplied too Midwest Fiber Recycling. Additionally by the annual percentage increase (if any), of the Midwest Area Consumer Price Index of all Urban Consumers published by the U.S. Bureau of Labor Statistics for the most recent calendar year for which such information is available; however, such increase shall not be greater than 2%.

<u>Annual Tons</u>	<u>Adjusted processing rate per ton</u>
8,400 tons or more	\$75.25per ton
6,600 tons or more	\$77.00 per ton
4,800 tons or more	\$78.75 per ton
3,000 tons or more	\$80.50 per ton
1,500 tons or more	\$82.25 per ton

Midwest shall determine the Total Market Value for each month of the term based on changes in the value/ton. The value/ton shall be based upon national industry publications reflecting the market value of community such as Secondary Materials Pricing .com and The Official Board Markets.

Exhibit A

SINGLE-STREAM MATERIAL		Market Prices**		Weighted Value
Commodity	Percent*	\$/Lb	\$/Ton	\$
Steel Cans	2.1%	0.055	100	\$2.10
UBCs	0.9%	0.74	1600	\$14.40
PET	3.5%	0.15	225	\$7.88
HDPE- N	1.3%	0.27	480	\$6.24
HDPE- C	1.3%	0.18	440	\$5.72
Plastic Containers #3, #4, #5 & #7	1.5%	0.02	30	\$0.45
OCC (Cardboard)	17.7%	0.038	65	\$11.51
Newspaper	49.1%	0.035	50	\$24.55
Glass	14.7%	-0.018	-35	(\$5.15)
RESIDUALS	7.9%	-0.023	-46	(\$3.63)
Total Market Value	100%			\$64.07
PROCESSING FEE****				(\$77.00)
SINGLE STREAM MATERIAL RATE Payment or (Charge) to SUPPLIER*****				(\$12.93)

* Estimated average percentage of each recyclable commodity from a typical residential curbside recycling program.

Percentages may be adjusted on an annual basis to reflect actual experience.

** Current Market Prices are shown. Future Market Prices will be applied on a month-to-month basis, where such prices shall typically be no less than the minimum published value for:

Containers (Aluminum UBCs, Natural HDPE, Mixed HDPE and Mixed PET)

published in the monthly issue of Secondary Materials Pricing.com.

Notes: (a) Steel cans priced per local area markets as non-densified bales.

(b) Glass Containers are recovered as Mixed Broken Glass priced per local area markets.

(c) Plastics #3, #4, #5 & #7 are marketed at available market prices.

Paper Fiber (Newspaper, Mixed Paper and Cardboard)

published in the Official Board Markets (Yellow Sheet)

If published values are not indicative of actual market values; then, actual market values will be used.

*** Residuals are non-recyclable commodities inadvertently discarded by the consumer into the curbside recycling bin and subsequently disposed of.

**** Processing Fee (fixed for 1st year of term, with CPI adjustment in subsequent years) subtracted from Total Market Value

***** Payment Per Ton for residentially collected curbside Recyclable Single Stream Material

Exhibit B

Material Single Stream

Aluminum Cans, Trays & Foil (trays & foil must be cleaned)
Steel Cans and Tins
PET Soda, Water, & Flavored Beverage Bottles (#1 clear and green plastic resin)
HDPE Milk & Juice Jugs (#2 clear plastic resin)
HDPE Detergent & Fabric Softener Containers (#2 colored plastic resin)
PVC Narrow Neck Containers Only (#3 plastic resin); such as health & beauty aid products, household cleaners.
LDPE Grocery Containers (#4 plastic resin); such as margarine tubs, frozen dessert cups, six and twelve pack rings.
PP Grocery Containers (#5 plastic resin); such as yogurt cups, and narrow neck syrup and ketchup bottles.
#7 Plastic Resin Narrow Neck Containers Only.
Plastic Buckets, such as kitty litter containers (5 gallon size maximum).
Glass Bottles and Jars (clear, brown, green, and blue): no window glass, dinnerware or ceramics.

Newspaper, including inserts (remove plastic sleeves)
Cardboard (no waxed cardboard)
Pizza Boxes (free of food waste)
Kraft (brown paper) Bags
Magazines, Catalogs and Telephone Books
Office, Computer, Notebook & Gift Wrap Paper (no metal clips, spirals, binders, or ribbons)
Chipboard (cereal, cake & food mix boxes, gift boxes, etc.)
Carrier Stock (soda & beer can carrying cases)
Junk Mail & Envelopes (no plastic cards, stick on labels or unused stamps)
Paper Back Books (can include hard cover books but remove cover)

Notes:

1. All containers to be emptied and rinsed clean.
2. No motor oil, insecticide, herbicide or hazardous chemical containers.
3. Plastic bags should be returned to grocery or department store.
4. No plastic film (no plastic sheets, tarps or wrap).
5. No expanded foam or clear polystyrene per joint advisory from the Illinois Recycling Association, Illinois Department of Commerce & Community Affairs, and Region 5 US Environmental Protection Agency.

From: Todd Shumaker <tshumaker@midwest-fiber.com>
To: Jim Karch <jkarch@cityblm.org>

Date: Friday, April 10, 2015 11:54AM
Subject: Single Stream Processing agreement

History:  This message has been replied to and forwarded.

Jim,

In response to your call Midwest Fiber is pleased to submit attached alternative proposal agreement for single stream processing. As a community partner in helping educate the residence of Bloomington regarding the benefits of recycling with the effort to divert recyclables from landfills we feel a five year agreement is more appropriate for the resources we allocate to help in such diversion. Additionally the longer processing agreement does yield a better return for the city. However for alternative consideration I have attached a revised agreement that is a 3 year agreement with a 2 year option upon mutual consistent.

Please advise if you have any questions.



Todd Shumaker

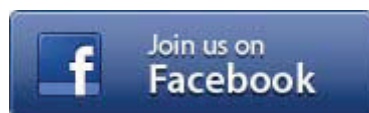
Director of Sales and Procurment

Office (309)452-0064 ext 100

Mobile (309)275-1941 mobile

tshumaker@midwest-fiber.com

www.midwest-fiber.com



Websense: Click [here](#) to report this email as spam.

Attachments:

City of Bloomington recycle supply April 9.doc	City of Bloomington recycle supply April 9th 2015.pdf
--	---

Item 8B.

Columbian Homes Association
Memo provided via Addendum
Presentation
(10 minutes)

Discussion
(15 minutes)

Bloomington Fire Department

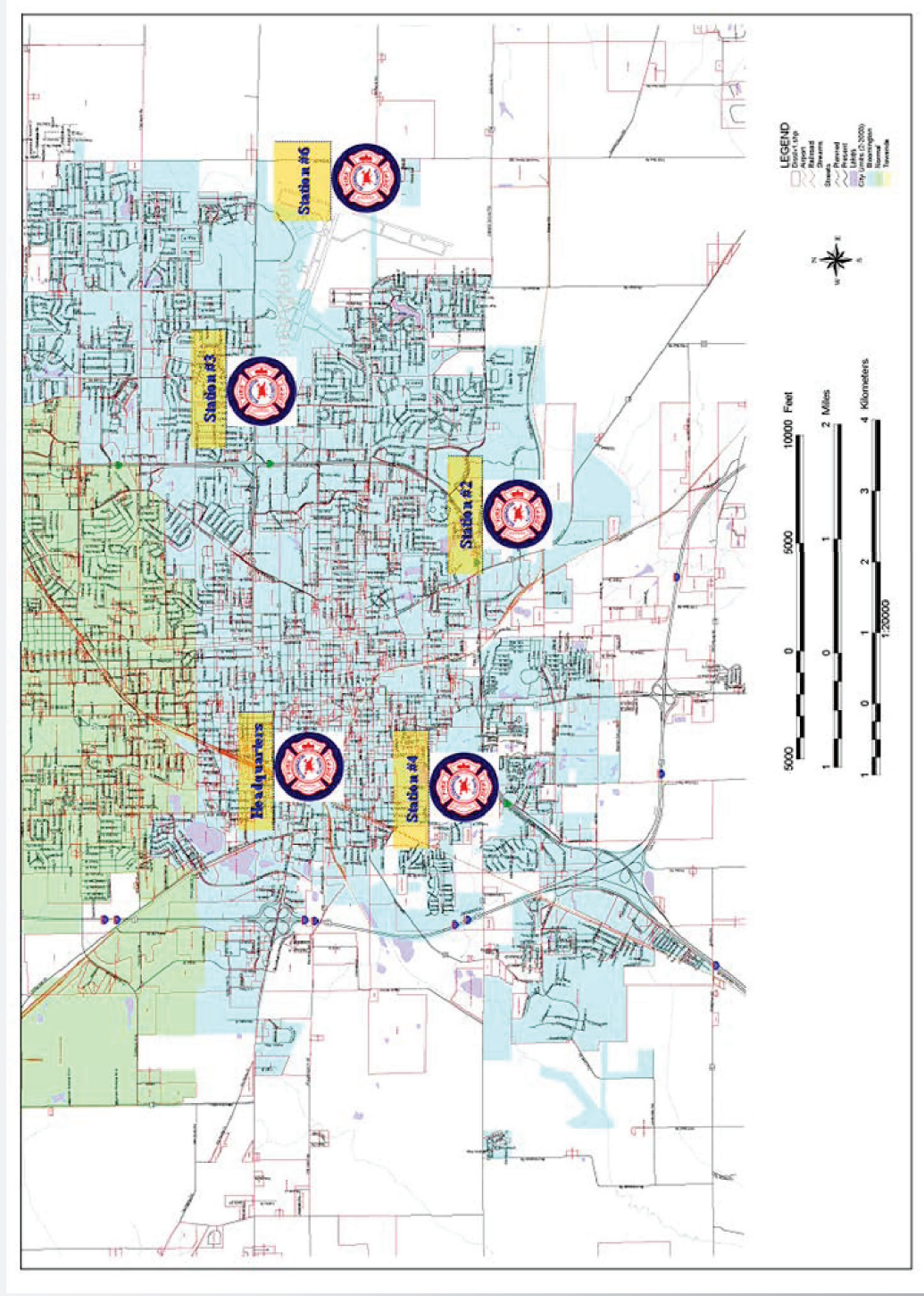
"Dedicated to our Community, our Profession and Each Other"

Proudly Serving Bloomington
Since 1868



Fire Stations

The Bloomington Fire Department currently operates out of 5 manned stations.



Station #1

"Headquarters" - 310 N. Lee St.



Station #2

“South-East Station” - 1911 Hamilton Rd.



#3 Station

"North-East Station" - 2301 E. Empire St.



#4 Station

“South-West Station” - 1705 S. Morris Ave.



#6 Station

"Airport Station" - 4040 E. Oakland Ave.



Fire Department Shifts

- Firefighters work 24/48 shifts
 - A Shift
 - B Shift
 - C Shift



Frontline Fire Apparatus

2 Truck Companies



4 Engine Companies



EMS Vehicles

4

Paramedic Ambulances



1

EMS Supervisor Vehicle



Fire Apparatus

Battalion Chief



Fire Apparatus

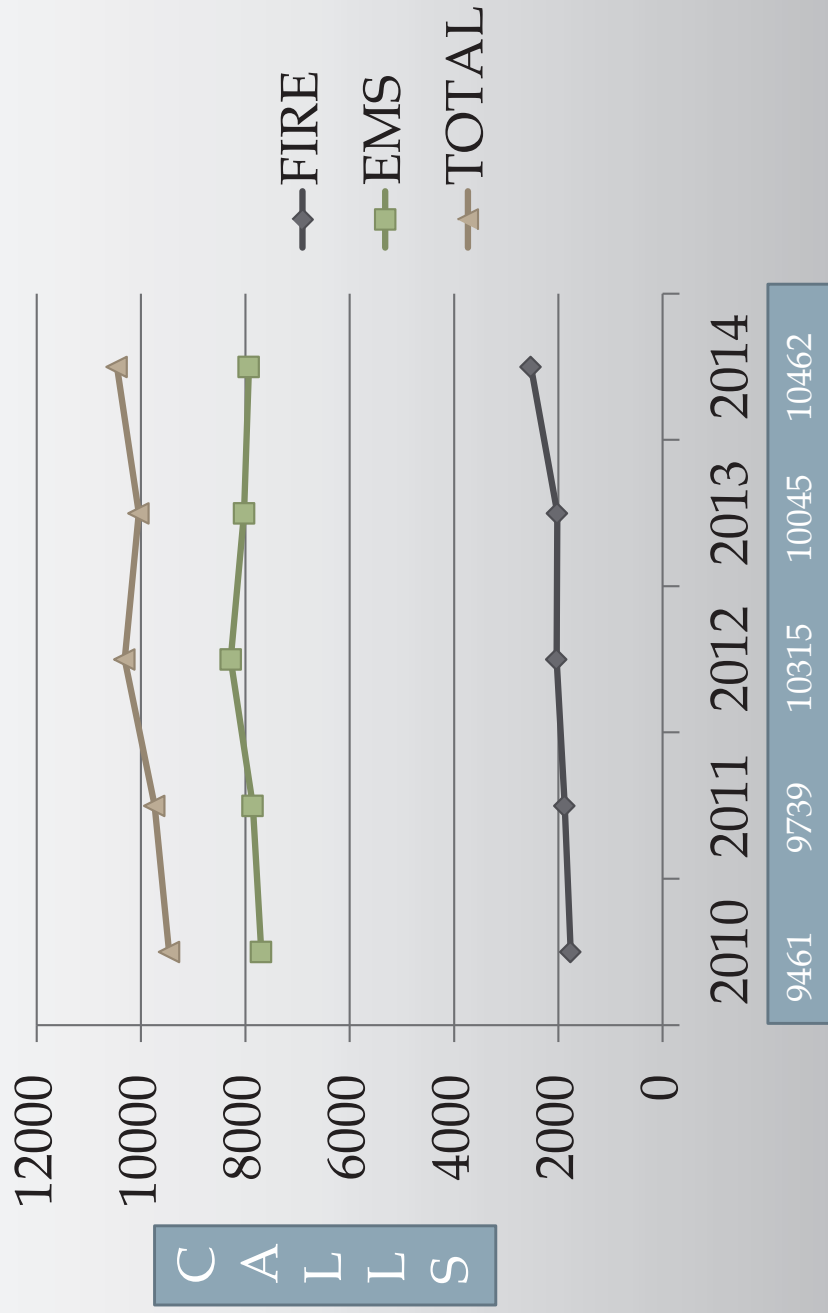
2 Airport Crash Units



Regional Hazardous Materials Response Team



Bloomington Fire Department Emergency Calls - 5 Year Trend



Bloomington Fire Department Emergency Calls 2014

Total Calls:
10,462



EMS

Total EMS Responses:	7,933
Total Patients:	8,552
Total Transported:	6,693

Top 5 EMS Response Types

1. Breathing Problems
2. Motor Vehicle Accidents
3. Sick Person (Non-Specific)
4. Unconscious / fainting
5. Falls



Fire Response

Total Fire Responses:	2,529
Total Structure Fires:	79
Total Estimated Dollar Loss:	\$1,886,895

Top 5 Fire Response Types

1. Good intent call
2. Assist Invalid
3. Smoke detector activation, no fire
4. Alarm system activation, no fire
5. Carbon monoxide incident



Busiest Units

Ambulance / Fire

3N16 - HQ



3,277 calls

Engine 1 - HQ



910 calls

Response Time Analysis

NFPA 1710 is a standard concerning personnel deployment and response times to fires and medical emergencies

6 Minute Response Time

Fire – 72.8 %
EMS – 67.1 %

90 % Percentile Times

Fire = 8:10 minutes
EMS = 8:50 minutes

Monthly Call Total

- High
 - January – 999 calls
- Low
 - November – 798 calls
- Average
 - 872 calls per month
- Average Daily
 - 29 calls per day





Day of Week Distribution

Busiest Day - Friday (15.02%)

Slowest Day - Thursday (13.90%)



Hour of Day Distribution

Slowest Hour – 4:00 am

Busiest Hour – 12:00 pm

Other Activities & Programs

- Fire Hydrants
 - The fire department inspects the city's 4273 hydrants and reports any issues found to the Water Department for repairs/replacement.



Training

2014

- Personnel Training
 - In-house training is conducted for all fire department personnel:
 - Fire/Rescue – 10,787.25 hours
 - EMS – 2939.23 hours
 - Hazardous Materials – 2370.75 hours
 - ARFF – 1669.32 hours
 - Driver/Operator Training – 1234.01 hours
 - Admin – 3695.68 hours
- Total Training Hours-
22,696.24





A Knox Box

- Provides rapid access to your business or home in case of an emergency, and avoid any damage to doors or windows.
- Required by city code on businesses than have a monitored alarm system.
- At this time there are approximately 470 of these in use on area businesses.
- There is also approximately 40 of these in use on residential buildings.

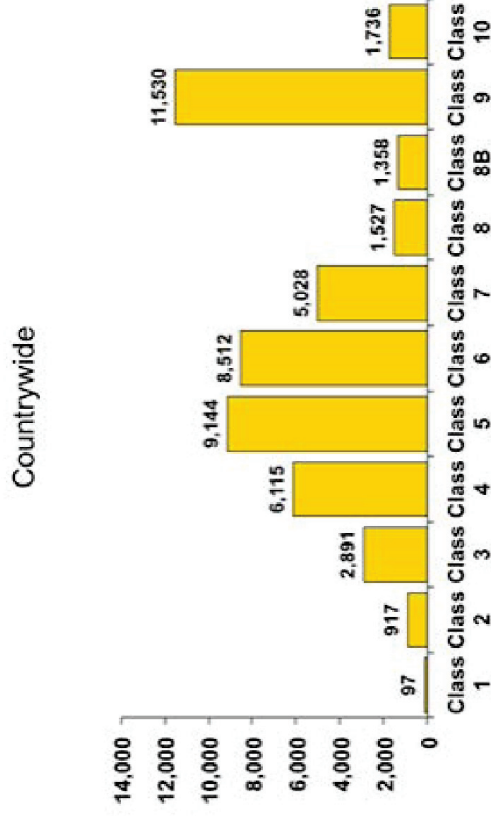


Knox Box Maintenance Program

- The fire department has a maintenance program for the business occupancies only.
- We make sure the box can be opened, lubricate the lock and gasket, and make sure the correct keys are in the box.
- We also try to update any contact information at the same time.
- We will also provide that service to residential owners of a knox box at the occupants request.

ISO Rating: 2

Less than 2.1% of fire departments nationwide have an ISO Rating of 2 or less.





Training Tower

The training tower serves as the center piece of a multiple hazard training facility that the department is developing. This tower has been designed to assist and maintain skills required as a professional firefighter.



Public Education

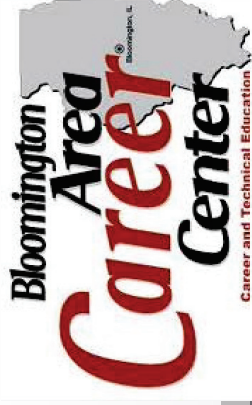
- Programs for Children
- Schools & Special Events
 - Fire Safety/Stranger Awareness/Bullying/Bike Safety/Halloween Trick-or-Treat Safety/Hazard House/Sparky the Fire Dog/Risk Watch/Juvenile Fire Setter Intervention



Public Education

- Programs for Adults
 - Businesses/Organizations
 - Fire Safety/Fire Extinguisher Training/Remembering When
 - Fire and Fall Prevention for Older Adults/CPR Training
(for non-profit groups and organizations)

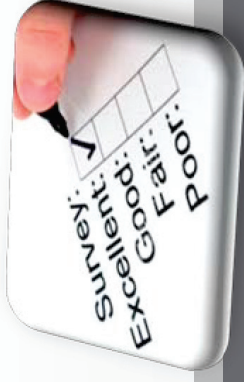




Partnership with the Bloomington Area Career Center

The Fire Science and EMT Basic programs allow students to explore and prepare for a possible career in Fire Service and as an Emergency Medical Responder (EMR). The course is taught by Professional Firefighters. Students gain lab experience on-site at Bloomington and Normal Fire Stations.





Fire Department: Service-User Survey

We have a service-user study on the satisfaction of those receiving services delivered by the Bloomington Fire Department's Fire Suppression, Rescue, and Ambulance services in order to improve performance.

The Survey Form can be found on the Bloomington
Fire Department Website.



Premise Alert Program

The Premise Alert Program is specifically designed to provide responding units with information that may assist them in their response to your call for service.

Any resident with a special need may register.

Examples of special needs that qualify for the program:

- Autism
- Alzheimer's
- Deaf / Hard of Hearing
- Mental Illness
- Visually Impaired
- Physical Disability
- Developmental Disability
- Other Special Needs



Social Media



The Bloomington Fire Department can be
found at:

Facebook: City of Bloomington - Fire

Twitter: @cityblmFD

2015 Accomplishments

Update dispatch radios to STARCOM to improve response capabilities with Normal FD

Upgraded the City's ISO Public Protection Classification number to 2

Development of a Command Training Center and certified all Officers

Replaced 1 Aerial Ladder Truck and 1 Medic response vehicle

2016 Focus

Develop new agreement with Central Illinois
Regional Airport

Upgrade training rooms to enable video
conferencing and distance learning
capabilities at all stations

Upgrade Station Alerting systems to improve
turnout times and information to responders
(IChiefs)

Future needs

Reinstatement of Engine Company
at Station #3 (IChiefs)

Traffic signal preemption system for
community (IChiefs)

Additional Ambulance for
increasing EMS responses (IChiefs)

Future needs

Add 3 Additional staff to reduce overtime
and workload (IChiefs)

Upgrade of Engine Companies capabilities to
Advanced Life Support (IChiefs)

Continue to collaborate with Normal FD on
shared Automatic Vehicle Location (AVL)

Major station renovation needs (5Bugles)



QUESTIONS?



FOR COUNCIL: April 27, 2015

SUBJECT: An Ordinance Establishing the Salary for the City Manager

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: On April 22, 2013, the Council approved the third employment agreement with David A. Hales, City Manager. This contract is scheduled to expire on January 11, 2017.

On January 12, 2015, the Council met in Executive Session regarding the City Manager's Performance Evaluation. Mr. Hales has been given a Commendable rating for the 2014 rating period.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Salary increase based upon the performance evaluation.

Respectfully submitted for Council consideration.

Prepared by: Beth Oakley, Executive Assistant

Reviewed by: Laurie Wollrab, Compensation & Benefits Manager
Nicole Albertson, Director of Human Resources

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

Legal review by: Jeff Jurgens, Corporate Counsel

Recommended by:

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

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____

Seconded by: _____

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

ORDINANCE NUMBER 2015 -

AN ORDINANCE ESTABLISHING THE SALARY FOR THE CITY MANAGER

WHEREAS, the salary of City Manager David A. Hales was last increased on January 13, 2014, said salary being \$176,439; and,

WHEREAS, in the contract between the City of Bloomington and David A. Hales, the City agreed to increase said salary and/or other benefits of the City Manager in such amounts and to such extent as the City Council may determine that it is desirable to do so on the basis of an annual salary review of said Manager subject to satisfactory performance evaluations; and,

WHEREAS, the performance of the City Manager was Commendable, which resulted in an increase of 2.6% in the City Manager's base salary effective January 12, 2015; and,

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

Section One: The base salary of the City Manager is established to be \$181,026.44 effective January 12, 2015.

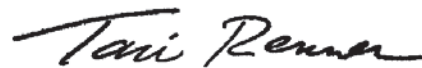
Section Two: This ordinance shall be effective upon passage and approval.

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

PASSED this 27th day of April, 2015.

APPROVED this ____ day of April, 2015.

APPROVED:



Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk



FOR COUNCIL: April 27, 2015

SUBJECT: Fiscal Year 2015 Budget Amendment

RECOMMENDATION/MOTION: That the Amendment is approved and the Ordinance passed.

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

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

BACKGROUND: Based on the FY 2015 year-end projections, it is recommended that the budget amendments (transfers) seen in exhibit 1 are approved to reimburse deficit fund balances and make contractual payments.

Funds projected to have deficit balances are monitored throughout the year to see if deficit balances will self-correct before recommending budget amendments. The solid waste, golf and US Cellular Coliseum (USCC) fund deficits have not self-corrected, and will need transfers from the General Fund reserves. In addition, the City needs to reimburse the Illinois Municipal Retirement Fund (IMRF) for multiple retirement payouts related to sick leave buy back.

The fund balances for each fund have been restated to include the proposed budget amendments in the attached fund summary in Exhibit 2.

Please be advised that these proposed budget amendments are based on preliminary year-end projections. Further amendments may be necessary after the year-end close and annual audit is performed. Year-end closing and the annual audit take time to complete. For instance, final state and home rule sales tax revenue earning information is not received until mid- July for April earnings, and many long term liabilities need for the audit must be calculated by actuarial consultants.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: The proposed budget amendments will reduce General Fund budgetary fund balance by \$3,517,180.60 leaving fund balance at the end of FY 2015 of approximately 11.15% of one year's General Fund expenditures. The City Council adopted a Fund Balance Policy on 11/22/10 that stated the unrestricted fund balance in the General Fund should be at least 10% of the budgeted annual General Fund expenditures including transfers. The deficit balances in the solid waste, golf and USCC funds will be brought to a zero fund balance. Plans to create fund balance reserves in each fund are underway.

Respectfully submitted for Council consideration.

Prepared by: Carla A. Murillo, Budget Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Exhibit 1
Attachment 3: Exhibit 2 - FY 2015 Fund Balance as restated

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2015 –

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

WHEREAS, on April 13, 2015 by Ordinance Number 2015 - , the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 14, 2015; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2015 - (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 201 - shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2015 - .

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

PASSED the 27th day of April 27th, 2015.

APPROVED the ____th day of April, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk

FY 2015 General Fund Budget Amendment

Account #	Fund	Account Description	Amount	Comments
10019180-89420	General	To Central Bloomington TIF Development	\$ (21,005.57)	Attorney fees - this will close the fund
10019180-89544	General	To Solid Waste	\$ (1,622,630.00)	In addition to the \$1,197,400 budgeted as a General Fund transfer
10019180-89871	General	To US Cellular Coliseum	\$ (595,393.00)	Primarily for the smoke & general exhaust system work
10019180-89564	General	To Golf Fund	\$ (502,170.00)	Started the year with a negative \$114K fund
N/A	General Fund Payment to Vendor	IMRF	\$ (775,982.03)	balance/numerous repair & maintenance account overages To pay for 5 accelerated IMRF payments
TOTAL GENERAL FUND TRANSFER OUT :			\$ (3,517,180.60)	
40300300-85100	Central Bloomington TIF Development	From General Fund	\$ 21,005.57	
54404400-85100	Solid Waste	From General Fund	\$ 1,622,630.00	
57107110-85100	US Cellular Coliseum	From General Fund	\$ 595,393.00	
56406420-85100	Golf	From General Fund	\$ 502,170.00	
TOTAL TRANSFER IN:			\$ 2,741,198.57	
N/A	General Fund Payment to Vendor	IMRF	\$ 775,982.03	To pay for 5 accelerated IMRF payments
TOTAL PAYMENT TO VENDOR:			\$ 775,982.03	
Net Transaction:			\$ -	

EXHIBIT 2 - CITY OF BLOOMINGTON, IL
2015 ADOPTED BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund Balance Summary					
As of 4-27-15					
Fund	Budgetary Fund Balance 4/30/2014 ¹	FY 2015 Projected Revenues	FY 2015 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2015	Fund Balance Percentage of Expenditures
General Fund	14,095,426	91,326,936	94,844,116	10,578,245	11.15%
General Fund Total:	14,095,426	91,326,936	94,844,116	10,578,245	11.15%
Special Revenue:					
Motor Fuel Tax	4,980,228	2,587,320	878,275	6,689,273	761.64%
Board of Elections	577,235	524,505	509,709	592,032	116.15%
Drug Enforcement	402,954	134,800	119,143	418,611	351.35%
Community Development	46,187	1,223,888	1,223,494	46,381	3.79%
IHDA Single Family Owner Occupied Rehabilitation	(4,076)	87,792	52,479	31,237	59.52%
Library	3,712,098	5,583,601	5,627,806	3,667,893	65.17%
Park Dedication	802,299	35,400	100,000	737,699	737.70%
Special Revenue Total:	10,516,926	10,177,106	8,510,906	12,183,126	143.15%
Debt Service:					
General Bond and Interest	6,810,219	5,442,034	6,041,186	6,211,066	102.81%
Market Square TIF Bond Redemption	951,729	1,000	952,729	0	0.00%
2004 Coliseum Bond Redemption	1,872,767	26,430,729	26,082,191	2,221,305	8.52%
2004 Multi-Project Bond Redemption	908,945	1,233,648	777,000	1,365,593	175.75%
Debt Service Total:	10,543,660	33,107,411	33,853,106	9,797,965	28.94%
Capital Projects:					
Capital Improvement	465,440	3,694,221	3,999,497	160,164	4.00%
Capital Lease	697,172	4,204,567	4,901,430	309	0.01%
Central Bloomington TIF Development	(5,820)	20,968	15,147	0	0.00%
Capital Project Total:	1,156,792	7,919,756	8,916,074	160,473	1.80%
Enterprise:					
Water	23,219,594	16,646,134	22,363,139	17,502,589	78.27%
Sewer	2,479,900	5,487,709	5,853,026	2,114,583	36.13%
Storm Water	722,034	2,971,875	3,467,198	226,711	6.54%
Solid Waste	(399,813)	8,365,425	7,965,612	0	0.00%
Abraham Lincoln Parking Deck	99,341	485,709	409,256	175,794	42.95%
Golf Courses	(114,448)	2,990,477	2,876,029	0	0.00%
US Cellular Coliseum	(537,665)	2,122,640	1,584,974	0	0.00%
Enterprise Total:	25,468,943	39,069,969	44,519,235	20,019,677	44.97%
Internal Service Fund:					
Casualty Insurance	2,951,972	3,337,000	4,053,205	2,235,767	55.16%
Employee Insurance and Benefits	1,237,474	9,858,544	9,801,656	1,294,362	13.21%
Employee Retiree Group Healthcare	(24,678)	1,256,752	1,224,194	7,880	0.64%
Internal Service Fund Total:	4,164,768	14,452,296	15,079,055	3,538,009	23.46%
Fiduciary:					
JM Scott Total:	4,973,511	471,242	311,849	5,132,904	1645.96%
Fiduciary Fund Total:	4,973,511	471,242	311,849	5,132,904	1645.96%
Total:	70,920,026	196,524,715	206,034,341	61,410,400	29.81%

1 Budgetary Fund Balance is cash balance including short term receivables and payables.
2 The FY 2016 adopted budget includes the use of approximately \$800,000 in General Fund reserve.
3 Based on FY 2015 year to date actuals as of 4/7/15, projections have been adjusted.
Z The difference between proposed revenues and expenditures is a planned use of fund balance.



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

APRIL 27, 2015

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 and attachment.*

ADDITION TO REGULAR AGENDA

- Item 8B. Columbian Homes Association. (That the City Council provide direction on a request for reduction in tap-on and connection fees for the Columbian Homes Association (CHA) subdivision.) *City Council Memorandum and attachments.*
- Item 8C. Presentation of Annual Fire Department Report, presented by Brian Mohr, Fire Chief. *Additional Presentation Slide and Updated Presentation Slide.*



FOR COUNCIL: April 27, 2015

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$4,662,561.07, (Payroll total \$2,233,345.29,PCARD total \$162,184.70 and Accounts Payable total \$2,267,031.08).

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 Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

CITY OF BLOOMINGTON FINANCE REPORT

Council of April 27, 2015

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/16/2015	\$ 1,292,066.61	\$ 338,353.32	\$ 1,630,419.93
4/17/2015	\$ 218,586.02	\$ 76,299.86	\$ 294,885.88
4/24/2015	\$ 223,957.41	\$ 76,288.60	\$ 300,246.01
4/10/2015-4/15/2015	\$ 6,414.23	\$ 1,379.24	\$ 7,793.47
Off Cycle Adjustments		\$ -	\$ -
		PAYROLL GRAND TOTAL	\$ 2,233,345.29

ACCOUNTS PAYABLE

Date	Bank	Total	PCARD
4/27/2015	AP General	\$ 1,906,848.49	3/03/2015-4/01/2015 \$ 162,184.70
	AP BCPA		PCARD GRAND TOTAL \$ 162,184.70
4/27/2015	AP Comm Devel	\$ 50,784.28	
4/27/2015	AP IHDA	\$ 38,410.00	
4/27/2015	AP Library	\$ 19,805.78	
4/27/2015	AP MFT	\$ 2,813.74	
4/15/2015-4/23/2015	Off Cycle Check Runs	\$ 248,368.79	
	AP GRAND TOTAL	\$ 2,267,031.08	
			WIRES
			Date Total
			\$ -
			WIRE GRAND TOTAL

TOTAL	\$ 4,662,561.07
--------------	------------------------

Respectfully,

Patti-Lynn Silva
Director of Finance

FOR COUNCIL: April 27, 2015

SUBJECT: Columbian Homes Association

RECOMMENDATION/MOTION: That the City Council provide direction on a request for reduction in tap-on and connection fees for the Columbian Homes Association (CHA) subdivision.

STRATEGIC PLAN LINK: 3. Grow the Local Economy

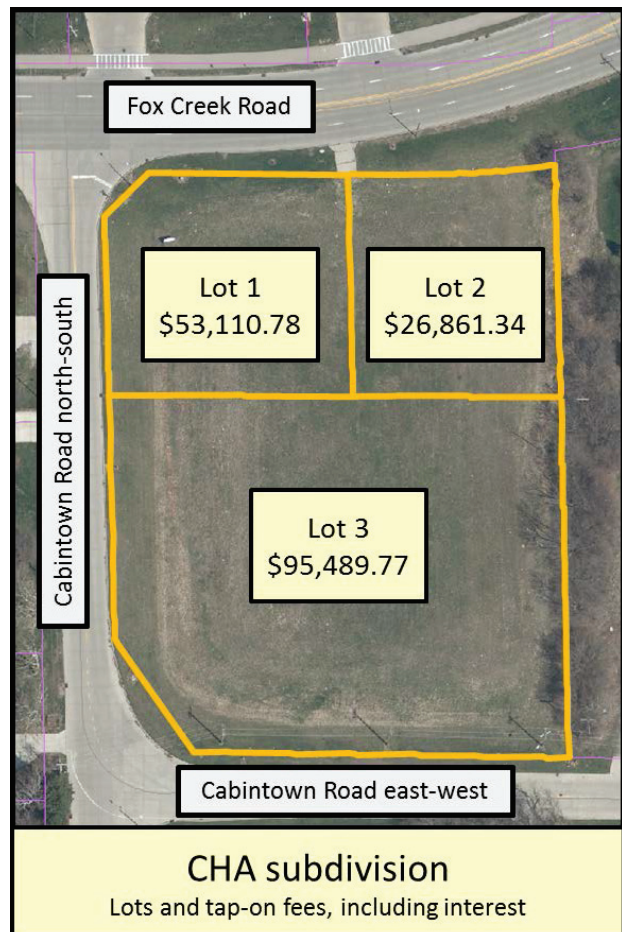
STRATEGIC PLAN SIGNIFICANCE: 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington.

BACKGROUND: The Knights of Columbus Council 574 owns the 2.7-acre CHA subdivision located at the southeast intersection of Fox Creek Rd. and Cabintown Rd. in southwest Bloomington.

This owner owes tap-on fees of \$175,461.89. The Knights of Columbus asks that the tap-on fees be reduced to \$40,398.60 to facilitate land sale for development of an assisted living facility for seniors. City staff has discussed a less generous incentive offer but one in which a sizeable portion of street tap-on fees would be waived.

Currently undeveloped, the site once was envisioned as the future home of the Council meeting and banquet hall. (The Knight of Columbus instead decided to build on RT Dunn Dr. and to sell the Fox Creek property.)

During recent conversations, a representative of the Knights of Columbus informed staff that the tap-on fees for the subdivision have hamstrung the organization’s ability to market the property. City records show tap-on fees now total \$175,461.89 for the three-lot subdivision.



Staff is concerned about waiving fees to this degree because it may be perceived as a precedent. However, staff notes an unusual circumstance in this case and believes an option to reduce the tap-on fees, as explained below, should be considered.

The area has undergone substantial upgrades. It has water, sanitary sewer and urban streets. None of these improvements were done with development of the Knights of Columbus specifically in mind. The improvements came to the property without the KOC asking for them. The land is vacant and, while the owner is a not-for-profit, the property is being taxed.

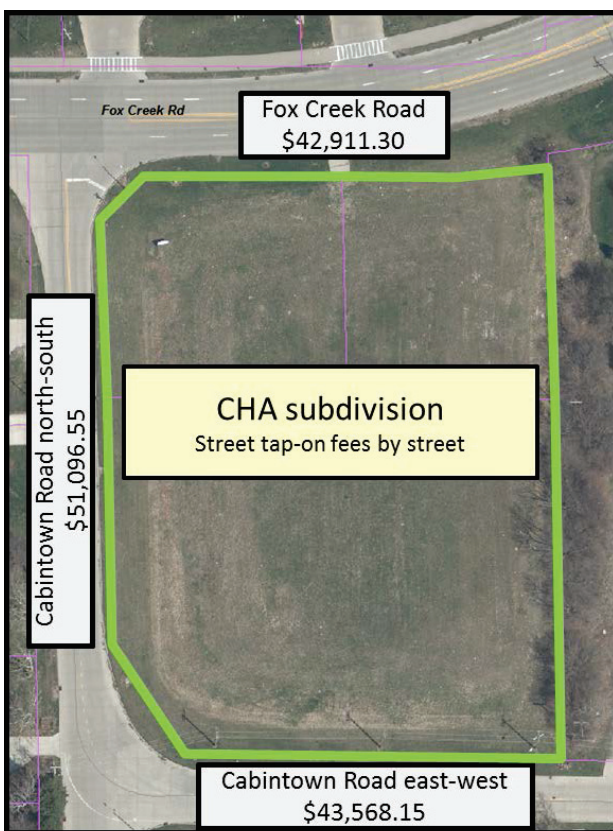
The CHA property is uncommon in that it is flanked on three (3) sides by streets that have been upgraded from rural to urban quality and are subject to street tap-on fees. This creates atypically high tap-on fees. The highest portion of the tap-on fees comes from the street costs.

One option provided by staff is that the Council charge street fees only pertaining to the streets accessed by the development, in this instance.

For example, if the development only accesses Fox Creek Rd., all fees associated with Cabintown Rd. north-south and Cabintown Rd. east-west would be waived. The street tap-on for Fox Creek Rd. access would be \$42,911.30, and the property owner would save \$94,664.70 in this example by not accessing Cabintown Rd.. All tap-on fees combined, plus interest, would total \$80,797.19 instead of \$175,461.89 in the example.

The street portion of fees per street is as follows:

- Fox Creek Rd.: \$42,911.30.
- Cabintown Rd. East-West: \$43,568.15.
- Cabintown Rd. North-South: \$51,096.55.
- (The sewer and water tap-ons of \$37,885.89 are not included in the above)



The full costs by lot and by type of tap-on (water, sewer, street) are provided in the attached spreadsheets. These fees were recalculated by the Public Works Department on April 7, 2015, to show updated interest charges.

The seller of the property, Knights of Columbus, is a not-for-profit Catholic fraternal organization that has been active in the community since 1901. It reports membership at 445

families. It bought the land prior to much of the infrastructure development and cannot now afford pay tap-on fees, according to the Knights of Columbus.

Staff believes a reduction in the tap-on fees can be supported out of the equities and unusual circumstances of the property. The primary options are therefore as follows:

- (1) Require the Knights of Columbus to pay the full amount of water and sewer tap-on / street connection fees (\$175,461.89);
- (2) That street fees only be charged to those streets accessing the development (based on a connection to Fox Creek Road at a reduction of \$94,664.70) and leaving a fee of \$80,797.19;
- (3) Grant the request of the Knights of Columbus and lower the tap-on/street fees to \$40,398.60; or
- (4) A reduction at a different amount than outlined above.

The City Council should also consider requiring the development of the property as a condition to any reduction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The second option would allow the City to recover \$175,461.89 in cost of building infrastructure in southwest Bloomington, *minus fee mitigation based on roads access by the development*. This leaves a total fee due of \$80,797.19 and the arrangement would create conditions more favorable to development of vacant land and while taking into account the special circumstances of the property.

Reducing tap-on fees to \$40,398.60, as requested by the Knights of Columbus, would represent a 77 percent discount. It would result in a loss of potential City revenue of \$135,461.89. However, it could produce immediate development on currently vacant land.

Austin Grammer, Economic Development Coordinator for the City, conducted an economic analysis, which is attached. Mr. Grammer noted potential value of the subdivision, benefit of jobs created in construction and operation of the facility and related positive economic impact. Mr. Grammer calculated that revenue lost from the waiver of tap-on fees, as proposed by the landowner, could be recovered within 2.5 years from increased property tax on the site if the development proceeded.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Steve Rasmussen, Assistant City Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

Attachment 1: Spreadsheets showing calculations of fees, Public Works Department, April 7, 2015

Attachment 2: Staff Economic Development memo

Attachment 3: Note from the Knights of Columbus

Attachment 4: Memo

Motion: That the City Council provide direction on a request for reduction in tap-on and connection fees for the Columbian Homes Association (CHA) subdivision.

Seconded by: _____

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



Tap-on Calculation done for:

CHA Subdivision Lot 1

Date:

4/7/2015

Calculated by:

TJM

Property address:

2018 Fox Creek Road / 2109 Cabintown Road

PIN:

21-17-302-021

4/7/2015

Property characteristics	
Area (acres)	0.56
Fox Creek Rd Frontage (feet)	155.99
Cabintown Rd e-w Frontage (ft)	0
Cabintown Rd n-s Frontage (ft)	140.99

Fee	File	Principal/unit	Unit	Annual Simple Interest	Interest From Date	Term in Months	Interest/unit	Num Units	Unit	Principal	Interest	Principal + Interest	*CPI	Lowest
Southwest Sanitary Sewer	S-24	\$350.00/AC	AC	6%	Feb-80	422	\$738.50	0.56	Acres	\$196.00	\$413.56	\$609.56	\$588.32	\$588.32
Ham.-Cabintown-Fox Creek San Sew	S-5D	\$3,550.00/AC	AC	6%	Feb-04	134	\$2,378.50	0.56	LF	\$1,988.00	\$1,331.96	\$3,319.96	\$2,470.23	\$2,470.23
WM along Fox Creek Rd	W-16B	\$28.00/LF	LF					155.99		\$4,367.72	\$0.00	\$4,367.72		\$4,367.72
WM along e-w Cabintown Rd	W-7	\$28.00/LF	LF					0		\$0.00	\$0.00	\$0.00		\$0.00
WM along n-S Cabintown Rd	W-7	\$5.00/LF	LF	6%	Dec-69	544	\$13.60	140.99		\$704.95	\$1,917.46	\$2,622.41	\$4,508.65	\$2,622.41
Fox Crik Rd-Cabintown Rd. Pvmnt.		\$145.00/LF	LF					296.98		\$43,062.10	\$0.00	\$43,062.10		\$43,062.10
Fee inlieu of Stormwater	(Developer to provide onsite det)	\$0.00								\$0.00	\$0.00	\$0.00		\$0.00
													Totals	
													Principal + Interest	*CPI
														Lowest
													Total	\$53,110.78

*CPI - Consumer Price Index as calculated by http://www.bls.gov/data/inflation_calculator.htm

This calculation is an estimate as of the date above, and is valid through
The tap on fee calculation shall be recalculated at the time it is due.

4/30/2015



Tap-on Calculation done for:
CHA Subdivision Lot 2

Date: 4/7/2015

Calculated by:
Property address:
PIN:

TJM	4/7/2015
2016 Fox Creek Road	
21-17-302-022	

Property characteristics	
Area (acres)	0.49
Fox Creek Rd Frontage (feet)	139.95
Cabintown Rd e-w Frontage (ft)	0
Cabintown Rd n-s Frontage (ft)	0

[illegible]

*CPI - Consumer Price Index as calculated by http://www.bls.gov/data/inflation_calculator.htm

This calculation is an estimate as of the date above, and is valid through the time it is due.

4/30/2015



Tap-on Calculation done for:
CHA Subdivision Lot 3

Date: 4/7/2015

Calculated by:
Property address:
PIN:

TJM	4/7/2015
2105 Cabintown Road / 2019 Cabintown Road	
21-17-302-023	

Property characteristics	
Area (acres)	1.65
Fox Creek Rd Frontage (feet)	0
Cabintown Rd e-w Frontage (ft)	300.47
Cabintown Rd n-s Frontage (ft)	211.4

[illegible]

*CPI - Consumer Price Index as calculated by http://www.bls.gov/data/inflation_calculator.htm

This calculation is an estimate as of the date above, and is valid through the tap on fee calculation shall be recalculated at the time it is due.

4/30/2015

[A to Z Index](#) | [FAQs](#) | [About BLS](#) | [Contact Us](#) | [Subscribe to E-mail Updates](#)

GO

[Follow Us](#) | [What's New](#) | [Release Calendar](#) | [Site Map](#)

Search BLS.gov

[Home](#)[Subjects](#)[Data Tools](#)[Publications](#)[Economic Releases](#)[Students](#)[Beta](#)

Databases, Tables & Calculators by Subject

FONT SIZE: PRINT:

SHARE ON: [f](#) [t](#) [in](#)[TOP PICKS](#)[SERIES REPORT](#)[PUBLIC DATA API](#)[DISCONTINUED DATABASES](#)[FAQS](#)[SPECIAL NOTICES](#)[MORE SOURCES OF DATA](#)

CPI Inflation Calculator

CPI Inflation Calculator

\$ in

Has the same buying power as:

in [About this calculator](#)[Mobile Browser? View full screen.](#)

About the CPI Inflation Calculator

The CPI inflation calculator uses the average [Consumer Price Index](#) for a given calendar year. This data represents changes in prices of all goods and services purchased for consumption by urban households. This index value has been calculated every year since 1913. For the current year, the latest monthly index value is used.

RECOMMEND THIS PAGE USING:

[Facebook](#)[Twitter](#)[LinkedIn](#)

TOOLS

[Areas at a Glance](#)
[Industries at a Glance](#)
[Economic Releases](#)
[Databases & Tables](#)
[Maps](#)

CALCULATORS

[Inflation](#)
[Location Quotient](#)
[Injury And Illness](#)

HELP

[Help & Tutorials](#)
[FAQs](#)
[Glossary](#)
[About BLS](#)
[Contact Us](#)

INFO

[What's New](#)
[Careers @ BLS](#)
[Find It! DOL](#)
[Join our Mailing Lists](#)
[Linking & Copyright Info](#)

RESOURCES

[Inspector General \(OIG\)](#)
[Budget and Performance](#)
[No Fear Act](#)
[USA.gov](#)
[Benefits.gov](#)
[Disability.gov](#)

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

Databases, Tables & Calculators by Subject

FONT SIZE:   PRINT: SHARE ON:   

TOP PICKS

SERIES REPORT

PUBLIC DATA API

DISCONTINUED DATABASES

FAQS

SPECIAL NOTICES

MORE SOURCES OF DATA

CPI Inflation Calculator

CPI Inflation Calculator

\$ in

Has the same buying power as:

in [About this calculator](#)[Mobile Browser? View full screen.](#)

About the CPI Inflation Calculator

The CPI inflation calculator uses the average [Consumer Price Index](#) for a given calendar year. This data represents changes in prices of all goods and services purchased for consumption by urban households. This index value has been calculated every year since 1913. For the current year, the latest monthly index value is used.

RECOMMEND THIS PAGE USING:



Facebook



Twitter



LinkedIn

TOOLS

Areas at a Glance
Industries at a Glance
Economic Releases
Databases & Tables
Maps

CALCULATORS

Inflation
Location Quotient
Injury And Illness

HELP

Help & Tutorials
FAQs
Glossary
About BLS
Contact Us

INFO

What's New
Careers @ BLS
Find It! DOL
Join our Mailing Lists
Linking & Copyright Info

RESOURCES

Inspector General (OIG)
Budget and Performance
No Fear Act
USA.gov
Benefits.gov
Disability.gov

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

[A to Z Index](#) | [FAQs](#) | [About BLS](#) | [Contact Us](#) | [Subscribe to E-mail Updates](#)**GO**[Follow Us](#) | [What's New](#) | [Release Calendar](#) | [Site Map](#)

Search BLS.gov

[Home](#)[Subjects](#)[Data Tools](#)[Publications](#)[Economic Releases](#)[Students](#)[Beta](#)

Databases, Tables & Calculators by Subject

FONT SIZE: PRINT:

SHARE ON: [f](#) [t](#) [in](#)[TOP PICKS](#)[SERIES REPORT](#)[PUBLIC DATA API](#)[DISCONTINUED DATABASES](#)[FAQS](#)[SPECIAL NOTICES](#)[MORE SOURCES OF DATA](#)

CPI Inflation Calculator

CPI Inflation Calculator

\$ in

Has the same buying power as:

\$in [About this calculator](#)[Mobile Browser? View full screen.](#)

About the CPI Inflation Calculator

The CPI inflation calculator uses the average [Consumer Price Index](#) for a given calendar year. This data represents changes in prices of all goods and services purchased for consumption by urban households. This index value has been calculated every year since 1913. For the current year, the latest monthly index value is used.

RECOMMEND THIS PAGE USING:



Facebook



Twitter



LinkedIn

TOOLS

[Areas at a Glance](#)
[Industries at a Glance](#)
[Economic Releases](#)
[Databases & Tables](#)
[Maps](#)

CALCULATORS

[Inflation](#)
[Location Quotient](#)
[Injury And Illness](#)

HELP

[Help & Tutorials](#)
[FAQs](#)
[Glossary](#)
[About BLS](#)
[Contact Us](#)

INFO

[What's New](#)
[Careers @ BLS](#)
[Find It! DOL](#)
[Join our Mailing Lists](#)
[Linking & Copyright Info](#)

RESOURCES

[Inspector General \(OIG\)](#)
[Budget and Performance](#)
[No Fear Act](#)
[USA.gov](#)
[Benefits.gov](#)
[Disability.gov](#)

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

[A to Z Index](#) | [FAQs](#) | [About BLS](#) | [Contact Us](#) | [Subscribe to E-mail Updates](#)**GO**[Follow Us](#) | [What's New](#) | [Release Calendar](#) | [Site Map](#)

Search BLS.gov

Q[Home](#)[Subjects](#)[Data Tools](#)[Publications](#)[Economic Releases](#)[Students](#)[Beta](#)

Databases, Tables & Calculators by Subject

FONT SIZE: PRINT:

SHARE ON: [f](#) [t](#) [in](#)[TOP PICKS](#)[SERIES REPORT](#)[PUBLIC DATA API](#)[DISCONTINUED DATABASES](#)[FAQS](#)[SPECIAL NOTICES](#)[MORE SOURCES OF DATA](#)

CPI Inflation Calculator

CPI Inflation Calculator

\$ in

Has the same buying power as:

in [About this calculator](#)[Mobile Browser? View full screen.](#)

About the CPI Inflation Calculator

The CPI inflation calculator uses the average [Consumer Price Index](#) for a given calendar year. This data represents changes in prices of all goods and services purchased for consumption by urban households. This index value has been calculated every year since 1913. For the current year, the latest monthly index value is used.

RECOMMEND THIS PAGE USING:

Facebook

Twitter

LinkedIn

TOOLS

[Areas at a Glance](#)
[Industries at a Glance](#)
[Economic Releases](#)
[Databases & Tables](#)
[Maps](#)

CALCULATORS

[Inflation](#)
[Location Quotient](#)
[Injury And Illness](#)

HELP

[Help & Tutorials](#)
[FAQs](#)
[Glossary](#)
[About BLS](#)
[Contact Us](#)

INFO

[What's New](#)
[Careers @ BLS](#)
[Find It! DOL](#)
[Join our Mailing Lists](#)
[Linking & Copyright Info](#)

RESOURCES

[Inspector General \(OIG\)](#)
[Budget and Performance](#)
[No Fear Act](#)
[USA.gov](#)
[Benefits.gov](#)
[Disability.gov](#)[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Customer Survey](#) | [Important Web Site Notices](#)

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

Databases, Tables & Calculators by Subject

FONT SIZE:   PRINT: SHARE ON:   

TOP PICKS

[SERIES REPORT](#)[PUBLIC DATA API](#)[DISCONTINUED DATABASES](#)[FAQS](#)[SPECIAL NOTICES](#)[MORE SOURCES OF DATA](#)

CPI Inflation Calculator

CPI Inflation Calculator

\$ in

Has the same buying power as:

in [About this calculator](#)[Mobile Browser? View full screen.](#)

About the CPI Inflation Calculator

The CPI inflation calculator uses the average [Consumer Price Index](#) for a given calendar year. This data represents changes in prices of all goods and services purchased for consumption by urban households. This index value has been calculated every year since 1913. For the current year, the latest monthly index value is used.

RECOMMEND THIS PAGE USING:



Facebook



Twitter



LinkedIn

TOOLS[Areas at a Glance](#)
[Industries at a Glance](#)
[Economic Releases](#)
[Databases & Tables](#)
[Maps](#)**CALCULATORS**[Inflation](#)
[Location Quotient](#)
[Injury And Illness](#)**HELP**[Help & Tutorials](#)
[FAQs](#)
[Glossary](#)
[About BLS](#)
[Contact Us](#)**INFO**[What's New](#)
[Careers @ BLS](#)
[Find It! DOL](#)
[Join our Mailing Lists](#)
[Linking & Copyright Info](#)**RESOURCES**[Inspector General \(OIG\)](#)
[Budget and Performance](#)
[No Fear Act](#)
[USA.gov](#)
[Benefits.gov](#)
[Disability.gov](#)

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

[Home](#)[Subjects](#)[Data Tools](#)[Publications](#)[Economic Releases](#)[Students](#)[Beta](#)

Databases, Tables & Calculators by Subject

FONT SIZE:   PRINT: SHARE ON:   [TOP PICKS](#)[SERIES REPORT](#)[PUBLIC DATA API](#)[DISCONTINUED DATABASES](#)[FAQS](#)[SPECIAL NOTICES](#)[MORE SOURCES OF DATA](#)

CPI Inflation Calculator

CPI Inflation Calculator

\$ in

Has the same buying power as:

\$1,645.05

in [About this calculator](#)[Mobile Browser? View full screen.](#)

About the CPI Inflation Calculator

The CPI inflation calculator uses the average [Consumer Price Index](#) for a given calendar year. This data represents changes in prices of all goods and services purchased for consumption by urban households. This index value has been calculated every year since 1913. For the current year, the latest monthly index value is used.

RECOMMEND THIS PAGE USING:



Facebook



Twitter



LinkedIn

TOOLS

[Areas at a Glance](#)
[Industries at a Glance](#)
[Economic Releases](#)
[Databases & Tables](#)
[Maps](#)

CALCULATORS

[Inflation](#)
[Location Quotient](#)
[Injury And Illness](#)

HELP

[Help & Tutorials](#)
[FAQs](#)
[Glossary](#)
[About BLS](#)
[Contact Us](#)

INFO

[What's New](#)
[Careers @ BLS](#)
[Find It! DOL](#)
[Join our Mailing Lists](#)
[Linking & Copyright Info](#)

RESOURCES

[Inspector General \(OIG\)](#)
[Budget and Performance](#)
[No Fear Act](#)
[USA.gov](#)
[Benefits.gov](#)
[Disability.gov](#)

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

Databases, Tables & Calculators by Subject

FONT SIZE:  PRINT: SHARE ON:   

TOP PICKS

[SERIES REPORT](#)[PUBLIC DATA API](#)[DISCONTINUED DATABASES](#)[FAQS](#)[SPECIAL NOTICES](#)[MORE SOURCES OF DATA](#)

CPI Inflation Calculator

CPI Inflation Calculator

\$ in

Has the same buying power as:

in [About this calculator](#)[Mobile Browser? View full screen.](#)

About the CPI Inflation Calculator

The CPI inflation calculator uses the average [Consumer Price Index](#) for a given calendar year. This data represents changes in prices of all goods and services purchased for consumption by urban households. This index value has been calculated every year since 1913. For the current year, the latest monthly index value is used.

RECOMMEND THIS PAGE USING:



Facebook



Twitter



LinkedIn

TOOLS[Areas at a Glance](#)
[Industries at a Glance](#)
[Economic Releases](#)
[Databases & Tables](#)
[Maps](#)**CALCULATORS**[Inflation](#)
[Location Quotient](#)
[Injury And Illness](#)**HELP**[Help & Tutorials](#)
[FAQs](#)
[Glossary](#)
[About BLS](#)
[Contact Us](#)**INFO**[What's New](#)
[Careers @ BLS](#)
[Find It! DOL](#)
[Join our Mailing Lists](#)
[Linking & Copyright Info](#)**RESOURCES**[Inspector General \(OIG\)](#)
[Budget and Performance](#)
[No Fear Act](#)
[USA.gov](#)
[Benefits.gov](#)
[Disability.gov](#)

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

[A to Z Index](#) | [FAQs](#) | [About BLS](#) | [Contact Us](#) | [Subscribe to E-mail Updates](#)**GO**[Follow Us](#) | [What's New](#) | [Release Calendar](#) | [Site Map](#)

Search BLS.gov

[Home](#)[Subjects](#)[Data Tools](#)[Publications](#)[Economic Releases](#)[Students](#)[Beta](#)

Databases, Tables & Calculators by Subject

FONT SIZE: PRINT:

SHARE ON:

[TOP PICKS](#)[SERIES REPORT](#)[PUBLIC DATA API](#)[DISCONTINUED DATABASES](#)[FAQS](#)[SPECIAL NOTICES](#)[MORE SOURCES OF DATA](#)

CPI Inflation Calculator

CPI Inflation Calculator

\$ in

Has the same buying power as:

\$in [About this calculator](#)[Mobile Browser? View full screen.](#)

About the CPI Inflation Calculator

The CPI inflation calculator uses the average [Consumer Price Index](#) for a given calendar year. This data represents changes in prices of all goods and services purchased for consumption by urban households. This index value has been calculated every year since 1913. For the current year, the latest monthly index value is used.

RECOMMEND THIS PAGE USING:



Facebook



Twitter



LinkedIn

TOOLS

[Areas at a Glance](#)
[Industries at a Glance](#)
[Economic Releases](#)
[Databases & Tables](#)
[Maps](#)

CALCULATORS

[Inflation](#)
[Location Quotient](#)
[Injury And Illness](#)

HELP

[Help & Tutorials](#)
[FAQs](#)
[Glossary](#)
[About BLS](#)
[Contact Us](#)

INFO

[What's New](#)
[Careers @ BLS](#)
[Find It! DOL](#)
[Join our Mailing Lists](#)
[Linking & Copyright Info](#)

RESOURCES

[Inspector General \(OIG\)](#)
[Budget and Performance](#)
[No Fear Act](#)
[USA.gov](#)
[Benefits.gov](#)
[Disability.gov](#)

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

Date: April 22, 2015
To: Steve Rasmussen, Deputy City Manager
Jim Karch, Director of Public Works
From: Austin Grammer, Economic Development Coordinator
Subject: Knights of Columbus Fox Creek Road / Cabintown Road Property

The Knights of Columbus has requested that the City discount the tap on fees for an unimproved 2.695 acre grass lot owned by the KOC located at the corner of Fox Creek Road and Cabintown Road. The KOC recently received an offer from a developer who would like to build a 110 unit assisted living care facility on the subject property. Waiving a portion of the tap on fees in order to encourage the proposed development at the subject property would be a prudent action for the City based on the following economic development considerations:

According to a recent article by the Assisted Living Federation of America (ALFA), a typical employment benchmark of .5 Full-Time Equivalent Employees (FTE) per residential unit is used in the assisted living industry. The proposed assisted living facility for the subject property is stated to include 110 living units. Therefore, it is possible the new facility could create as many as 55 FTE jobs.

A recent study by an economic consulting firm analyzing a proposed 100 unit, \$8.82 million assisted living and memory care facility to be located in Las Vegas, Nevada found that the proposed development would create / support 63 construction jobs plus an additional 99 jobs long-term through the operations of the facility. These projections were calculated using the Regional Input-Output Modeling System (RIMS II) from the US Department of Commerce Bureau of Economic Analysis. The RIMS II system identifies 7.14 construction jobs are created / supported for every \$1 million in "hard construction" expenses. The RIMS II system also identifies 24.33 jobs are created / supported for every \$1 million dollar of revenue generated by a "Nursing and Residential Care Facility." The facility in Las Vegas was estimated to generate \$4.077 million in annual revenue, thus the creation of 99 jobs over the long term. These RIMS II multipliers are specific to the Las Vegas region and would likely be slightly different for Central Illinois.

It is the "employment multiplier" effect of the assisted living facility's estimated 55 FTE jobs that support additional job creation throughout Bloomington after the assisted living facility is constructed. Potentially, the proposed development at the subject property in Bloomington could support an additional 50 jobs in McLean County as the operations of the assisted living facility require support from other businesses in the community (healthcare, food service, facility maintenance, etc.) and as the estimated 55 employees of the assisted living facility spend their earnings in the community.

In addition to job creation, the increase in property tax collection resulting from the construction of the assisted living facility should also be considered. Property taxes for the subject property are currently generating \$740.20 annually for the impacted taxing bodies (Unit 5 Schools, the County, the City, etc.). The City's portion of the subject property's 2014 property taxes payable in 2015 is \$97.98 according to the McLean County Treasurer's Office.

According to a local developer, an assisted living facility that was recently proposed to be built on the east side of Bloomington was projected to cost between \$6.5 to \$7.5 million including the value of the land. The assessed valuation for that development would be approximately \$2.5 million which would result in an annual property tax bill of approximately \$203,920 with the City's share estimated to be approximately \$26,700.

If an assisted living facility of similar size and quality were to be constructed on the subject property, the City would recoup the loss of the tap on fees as proposed by the land owner within 2.5 years based on the increase in property tax revenue resulting from the construction of the proposed assisted living facility.

Additional benefits to the City would result from increased sales tax collection generated by the initial construction activity including building materials purchased from local lumberyards and fuel and snacks purchased by the contractors from the Casey's Gas station across the street from the subject property. The City would also benefit from increased sales tax collection from the future purchases of the employees of the assisted living facility as they spend their earnings in the City at local retailers.

Reference:

"Economic Multipliers: How Communities Can Use Them for Planning."
University of Arkansas Division of Agriculture.
Dr. Wayne Miller.

"A Preliminary EB-5 Economic Analysis of an Assisted Living Center in Las Vegas, Nevada."
Impact DataSource, LLC.
June 19, 2013.

"Deep Economic Impact"
Senior Living Executive Magazine
February 2, 2008
Assisted Living Federation of America
Jim Moore
<http://www.alfa.org/assnfe/Article.asp?clArticleID=109>

Knights of Columbus 4-21-2015

The Bloomington Knights of Columbus Council 574 and the Columbian Homes Association would like the Mayor and City Council to review our request to have the city costs reconsidered for our property on Fox Creek Rd. We would propose that we pay the city \$40,398.60 for construction fees (tap on fees) in lieu of the \$80,797.19 that staff has recommended. Some facts and our concerns are listed below.

- We purchased the property (on Cabin town Rd) some 20 years ago for \$225,000.00 to build our meeting and banquet hall
- Before we could build, the direction of the members was to keep the new building more centrally located (meaning we could not build at that site)
- We found and purchased other property more centrally located (1706 Dunn Dr.) and built our building
- The land on Fox Creek was put up for sale, but we have not been able to sell it
- The City renamed the road on one side of our property (Fox Creek Rd), improved the roads and water and added sewer on three sides of the property
- Tap on fees were assessed against the property (all three sides), which we were not able to pay at the time
- The tap on fees along with interest owed are nearly as much as we have been offered
- We had the land subdivided into 3 lots a while back because we had an offer on one parcel of the land, but that sale never went through
- The Knights are not developers, we are a not for profit Fraternal organization
- For everyone involved the lot would be better off developed, with the Tax dollars coming into the City
- We have an offer from a company to develop an Assisted Living Facility with 110 rooms/beds as one lot that would be very good for the City (see the attachment)
- We really appreciate how the City Staff have worked with us and want to thank them

Our council has been in Bloomington since 1901. We currently have 455 families as members. We offer a lot to this community. We have ran the annual Toostie Roll Drive for over 40 years, (averaging nearly \$10,000.00 per year) raising money for the Illinois Special Olympics, Bloomington Special Olympics and Recreation (SOAR), Big Brothers Big Sisters, Raymond School as well as many other organizations which help the Intellectually and Physically challenged. Our members also volunteer for these organizations. We have a Relay for Life Team that has raised \$100,000.00 in the past 8 years for Cancer Research. We sponsor a Scholarship at Central Catholic High School. Numerous times a year we donate our facility for Charity Fund Raisers. We recently participated in a fund raiser that raised over \$6,000.00 for the Children's Foundation. We host a Blood Drive 6 times a year and have for many years.

We would hope that the city can understand how moving this property can benefit all involved. Thanks for listening and we remain grateful for all the city does for us.

The Knights
1706 Dunn Dr, Bloomington IL



CITY OF BLOOMINGTON

Administration
109 E. Olive, P.O. Box 3157
Bloomington, Illinois 61702-3157

Mike O'Grady
215-7042

July 31, 2006

Mike O'Grady, Secretary
Columbian Homes Association
Knights of Columbus
1706 R. T. Dunn Dr.
Bloomington, IL 61701

Dear Mr. O'Grady,

The City of Bloomington will allow you to pay the tap-on fees for the CHA subdivision on a per lot basis. Please coordinate this with Doug Grovesteen and Tracey Covert of my staff.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Hamilton', written over the printed name and title.

Tom Hamilton
City Manager

cc: Doug Grovesteen, Director of Engineering
Tracey Covert, City Clerk
Mark Huber, Director of PACE
Brian Brakebill, Deputy City Manager

MEMORANDUM

TO: CHA Subdivision File
FROM: Douglas G. Grovesteen
DATE: April 13, 2009
SUBJECT: Tap on fees

The tap on fees for this subdivision were not paid at the time of final platting, but in accordance with a letter from Tom Hamilton dated 7/31/06 they were deferred until the lots are developed. The current value of the fees, as of May, 2009, are as follows:

Lot 1:

The following tap-on fees are due for CHA Subdivision, Lot 1:

		Fund	Principal	Interest	Total
1	Southwest Sanitary Sewer	52200-57320	\$ 196.00	\$ 343.98	\$539.98
2	Ham.-Cabintown-Fox Creek San Sew	52200-57320	\$1,988.00	\$ 626.22	\$2,614.22
3	Water main along Fox Creek Rd.	50200-57320	\$4,367.72	\$0.00	\$4,367.72
4	Water main along e-w Cabintown Rd.	50200-57320	\$0.00	\$0.00	\$0.00
5	Water main along n-s Cabintown Rd.	50200-57320	\$ 704.95	\$1,667.21	\$2,372.16
6	Fox Crk Rd-Cabintown Rd. pvmt.	20300-57320	\$43,062.10	\$0.00	\$43,062.10
7	Fee in lieu of Storm Water Detention	55200-57320	\$0.00	\$0.00	\$0.00
	TOTAL				\$52,956.18

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157
309.434.2225 tel
309.434.2201 fax
For Hearing Impaired
TTY 309.829.5115

*an equal opportunity
employer*

Area of Lot 1 = 0.56 ac
Lot 1 frontage on Fox Creek Rd = $(135.06 + 1/2 * 41.85) = 155.99$ ft
Lot 1 frontage on e-w Cabintown Rd = 0
Lot 1 frontage on n-s Cabintown Rd = $(120.06 + 1/2 * 41.85) = 140.99$ ft

- 1) Southwest Sanitary Sewer @ \$350 /ac +6% SI from Feb. 1980.
- 2) Hamilton Rd - Cabintown Rd - Fox Creek Rd. San Sew @ \$3,550 /ac +6% SI from Feb '04
- 3) Water main along Fox Creek Rd @ \$28 /ft
- 4) Water main along east-west leg of Cabintown Rd @ \$28 /ft
- 5) Water main along north-south Cabintown Rd. @ \$5.00 /ft +6% SI from Dec '1969
- 6) Fox Creek Road / Cabintown Road pavement @ \$145 /ft of frontage.
- 7) Fee in lieu of Storm Water Detention: no fee, developer to provide on-site detention.

**Lot 2:**

		Fund	Principal	Interest	Total
1	Southwest Sanitary Sewer	52200-57320	\$ 171.50	\$ 300.98	\$472.48
2	Ham.-Cabintown-Fox Creek San Sew	52200-57320	\$1,739.50	\$ 547.94	\$2,287.44
3	Water main along Fox Creek Rd.	50200-57320	\$3,918.60	\$0.00	\$4,367.72
4	Water main along e-w Cabintown Rd.	50200-57320	\$0.00	\$0.00	\$0.00
5	Water main along n-s Cabintown Rd.	50200-57320	\$0.00	\$0.00	\$0.00
6	Fox Crk Rd-Cabintown Rd. pvmt.	20300-57320	\$20,292.75	\$0.00	\$20,292.75
7	Fee in lieu of Storm Water Detention	55200-57320	\$0.00	\$0.00	\$0.00
	TOTAL				\$27,420.39

Area of Lot 2 = 0.49 ac

Lot 2 frontage on Fox Creek Rd = $(48.21 + 91.74) = 139.95$ ft

Lot 2 frontage on e-w Cabintown Rd = 0

Lot 2 frontage on n-s Cabintown Rd = 0

- 1) Southwest Sanitary Sewer @ \$350 /ac +6% SI from Feb. 1980.
- 2) Hamilton Rd - Cabintown Rd - Fox Creek Rd. San Sew @ \$3,550 /ac +6% SI from Feb '04
- 3) Watermain along Fox Creek Rd @ \$28 /ft
- 4) Watermain along east-west leg of Cabintown Rd @ \$28 /ft
- 5) Watermain along north-south Cabintown Rd. @ \$5.00 /ft +6% SI from Dec '1969
- 6) Fox Creek Road / Cabintown Road pavement @ \$145 /ft of frontage.
- 7) Fee in lieu of Storm Water Detention: no fee, developer to provide on-site detention.

**Lot 3:**

The following tap-on fees are due for CHA Subdivision Lot 3:

		Fund	Principal	Interest	Total
1	Southwest Sanitary Sewer	52200-57320	\$ 577.50	\$1,013.51	\$1,591.01
2	Ham.-Cabintown-Fox Creek San Sew	52200-57320	\$5,857.50	\$1,845.11	\$7,702.61
3	Water main along Fox Creek Rd.	50200-57320	\$0.00	\$0.00	\$0.00
4	Water main along e-w Cabintown Rd.	50200-57320	\$8,413.16	\$0.00	\$8,413.16
5	Water main along n-s Cabintown Rd.	50200-57320	\$1,057.00	\$2,499.81	\$3,556.81
6	Fox Crk Rd-Cabintown Rd. pvmt.	20300-57320	\$74,221.15	\$0.00	\$74,221.15
7	Fee in lieu of Storm Water Detention	55200-57320	\$0.00	\$0.00	\$0.00
	TOTAL				\$95,484.74

Area of Lot 3 = 1.65 ac

Lot 3 frontage on Fox Creek Rd = 0

Lot 3 frontage on e-w Cabintown Rd = $(254.30 + 1/2 * 92.34) = 300.47$ ft

Lot 3 frontage on n-s Cabintown Rd = $(165.23 + 1/2 * 92.34) = 211.40$ ft

- 1) Southwest Sanitary Sewer @ \$350 /ac +6% SI from Feb. 1980.
- 2) Hamilton Rd - Cabintown Rd - Fox Creek Rd. San Sew @ \$3,550 /ac +6% SI from Feb '04
- 3) Watermain along Fox Creek Rd @ \$28 /ft
- 4) Watermain along east-west leg of Cabintown Rd @ \$28 /ft
- 5) Watermain along north-south Cabintown Rd. @ \$5.00 /ft +6% SI from Dec '1969
- 6) Fox Creek Road / Cabintown Road pavement @ \$145 /ft of frontage.
- 7) Fee in lieu of Storm Water Detention: no fee, developer to provide on-site detention.

Subdivision Totals:

Lot 1 = \$52,956.18

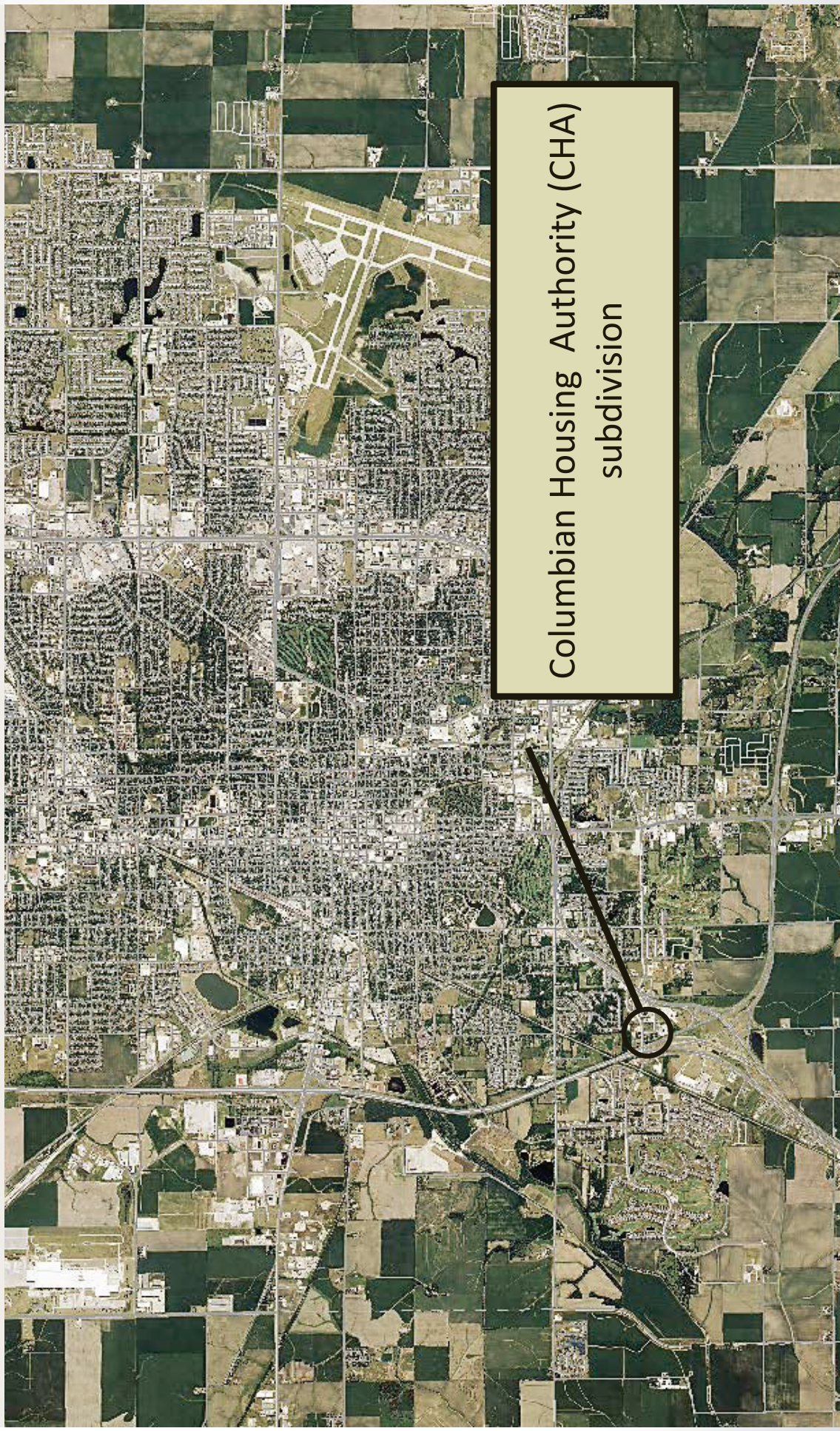
Lot 2 = \$27,420.39

Lot 3 = \$95,484.74

Total = \$175,861.31

Cc: Jim Karch
Russ Waller
File

CHA subdivision: Proposals for fee reductions



\$175,461.89



Knights of Columbus request



- Tap-on fees nearly equal cost KOC paid for property.
- Needs fee reduction to proceed with possible sale.

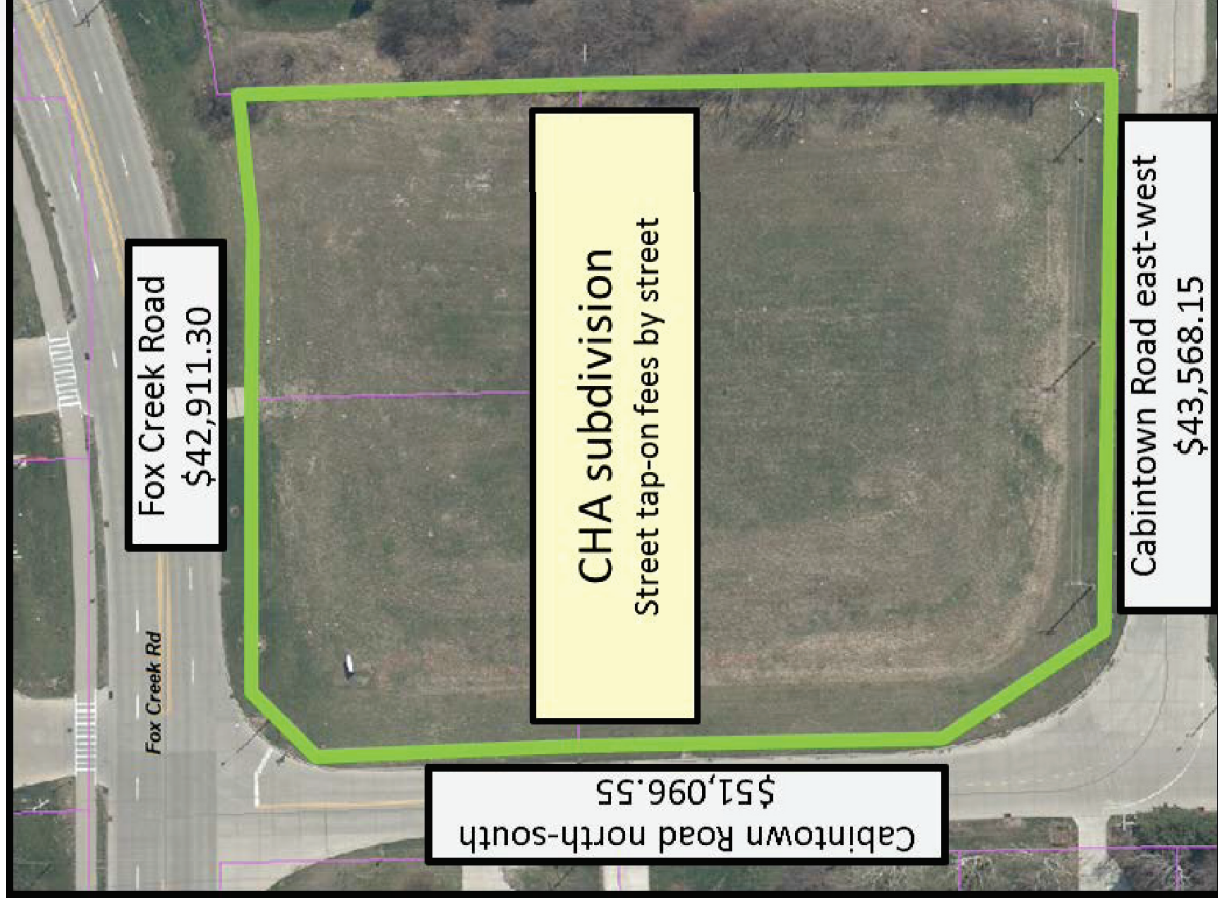
Proposes paying \$40,398.60

Staff proposal for CHA tap-on fees

1. Sewer and Water tap-on fees, with interest, totaling **\$37,885.89**

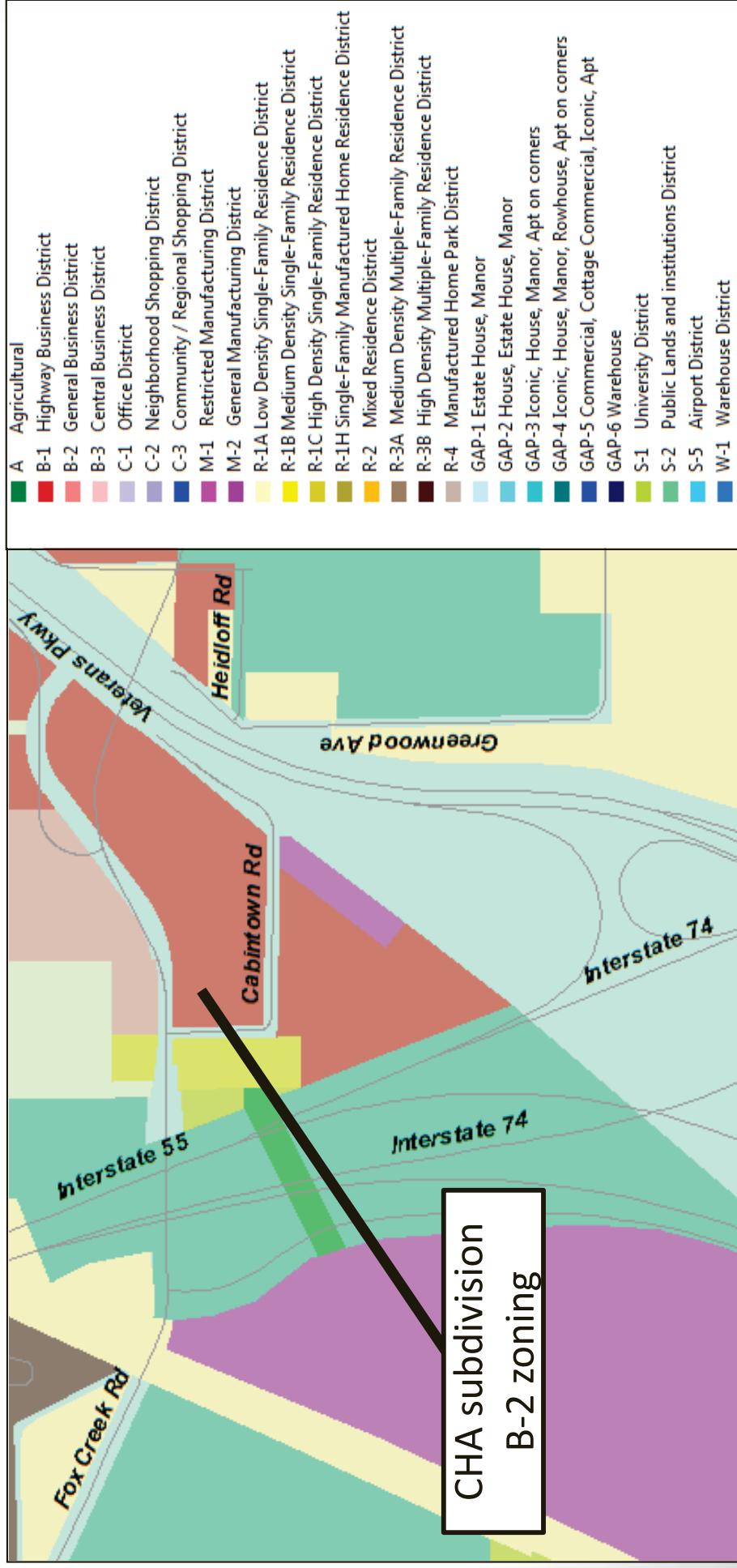
PLUS

2. **Street tap-on fee** based only on roads accessed by the development



Cost/benefits to City

- ❑ Fee reduction means reduced payback for expensive infrastructure.
- ❑ Site currently produces marginal tax revenue. If fee reduction spurs development, it means job creation, increase in tax revenue.



Central Illinois Comparisons

Department	Population	Staffing	FF/capita	Call Volume	Ambulance Service
Bloomington	78,900	110	1.39	10462 95.1/FF	Yes
Normal	54,664	66	1.21	5748 87.1/FF	Yes
Decatur	74,710	110	1.47	8736 79.4/FF	No
Champaign	83,424	104	1.25	7588 73.0/FF	No
Springfield	117,006	226	1.93	16415 72.6/FF	No
Peoria	116,513	206	1.77	18344 89.0/FF	No

EMS

Total EMS Responses:	7,933
Total Patients:	8,552
Total Transported:	6,693

Top 5 EMS Response Types

1. Falls
2. Sick Person (Non-Specific)
3. Breathing Problems
4. Psychological Evaluation
5. Chest Pain

