# CITY OF BLOOMINGTON CITY COUNCIL - REGULAR SESSION MEETING JANUARY 9, 2023

## COMPONENTS OF THE COUNCIL AGENDA

### RECOGNITION AND PROCLAMATION

This portion of the meeting recognizes individuals, groups, or institutions publically, as well as those receiving a proclamation, or declaring a day or event.

### PUBLIC COMMENT

Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, please complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.

### 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 typically begins with Item No. 8.

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

### PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

### REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

## MAYOR AND COUNCIL MEMBERS

**Mayor** - Mboka Mwilambwe

**City Council Members**

Ward 1 - Grant Walch
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - Julie Emig
Ward 5 - Nick Becker
Ward 6 - De Urban
Ward 7 - Mollie Ward
Ward 8 - Jeff Crabill
Ward 9 - Tom Crumpler

**City Manager -** Tim Gleason
**Deputy City Manager -** Billy Tyus

## CITY LOGO DESIGN RATIONALE

The CHEVRON Represents:
Service, Rank, and Authority
Growth and Diversity
A Friendly and Safe Community
A Positive, Upward Movement and
Commitment to Excellence!

## MISSION, VISION, AND VALUE STATEMENT

**MISSION**
To Lead, Serve and Uplift the City of Bloomington

**VISION**
A Jewel of the Midwest Cities

**VALUES**
Service-Centered,
Results-Driven,
Inclusive

## STRATEGIC PLAN GOALS

- Financially Sound City Providing Quality Basic Services
- Upgrade City Infrastructure and Facilities Grow the Local Economy
- Strong Neighborhoods
- Great Place - Livable, Sustainable City
- Prosperous Downtown Bloomington

**CITY COUNCIL - REGULAR SESSION MEETING AGENDA**
**GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400**
**115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701**
**MONDAY, JANUARY 9, 2023, 6:00 PM**

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**
4. **Roll Call**
5. **Public Comment**

   *Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.*

6. **Recognition/Appointments**

   A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officer Brennan Burns upon Completion of the Probationary Period, as requested by the Police Department. *(Recommended Motion: None; presentation only.)*

7. **Consent Agenda**

   *Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.*

   A. Consideration and Action to Approve the Minutes of the November 21, 2022, Special City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and Action to Approve the Minutes of the November 28, 2022, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   C. Consideration and Action to Approve Bills and Payroll in the Amount of $14,320,737.35, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   D. Consideration and Action to Approve a Purchase Order with Dell, Inc. for the Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support Covering the City's Microsoft Licensing, in the Amount of $224,255.27,

from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase be approved.)*

E. Consideration and Action to Approve the Purchase of a 2023 Ford F-450 with Service Body, from Morrow Brothers Ford, in the Amount of $88,205.00, utilizing the State of Illinois Contract, as requested by the Public Works Department and the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

F. Consideration and Action to Approve the Purchase of a 2023 Ford F-250, from Morrow Brothers Ford, in the Amount of $49,990.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

G. Consideration and Action to Approve the Purchase of One (1) Ford F-350 Service Body Truck, in the Amount of $76,738.00 and One (1) Ford F-350 Service Body Truck, in the Amount of $79,360.00, from Morrow Brothers Ford, for a Total of $156,098.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase and Auction of the two vehicles be approved.)*

H. Consideration and Action to Approve the Purchase of a 2023 Ford F-250, from Morrow Brothers Ford, in the Amount of $56,488.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department and the Fire Department. *(Recommended Motion: The proposed Purchase be approved.)*

I. Consideration and Action to Approve the Purchase of Two (2) Ford F-350s, from Morrow Brothers Ford, in the Amount of $63,448.00 Each, for a Total of $126,896.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department and the Public Works Department. *(Recommended Motion: The Proposed Purchase and Disposal be approved.)*

J. Consideration and Action to Approve the Purchase of a 2023 Ford F-350 with Service Body, from Morrow Brothers Ford, in the Amount of $68,047.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

K. Consideration and Action to Approve an Intergovernmental Agreement with the County of McLean for Booking Fees in the Amount of $27,720, as requested by the Police Department. *(Recommended Motion: The proposed Intergovernmental Agreement be approved.)*

L. Consideration and Action to Approve an Ordinance Accepting Ownership of the Real Estate Located at 308 West Stewart Street, Bloomington, Illinois, and Conveying Said Real Estate to Habitat for Humanity, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

M. Consideration and Action to Approve Updates to the John M. Scott Health Care Commission's Grants Program Policies and Procedures, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Policies and Procedures be approved.)*

N. Consideration and Action on an Application from Around the Corner, Inc., d/b/a DR McKay's Bar & Grill, located at 909 N. Hershey Rd., Unit 2, requesting Approval of a Change of Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The Change of Ownership be approved.)*

**8. Regular Agenda**

A. Consideration and Action to Approve a Contract for the Police Benevolent and Protective Association (Sergeants and Lieutenants), as requested by the Human Resources Department. *(Recommended Motion: The proposed Contract be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council Discussion, 5 minutes.)*

**9. City Manager's Discussion**

**10. Mayor's Discussion**

**11. Council Member's Discussion**

**12. Executive Session**

**13. Adjournment**

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 or mhurt@cityblm.org.

**RECOGNITION/APPOINTMENTS ITEM NO. 6.A**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officer Brennan Burns upon Completion of the Probationary Period, as requested by the Police Department.

**RECOMMENDED MOTION**: None; presentation only.

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

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

**BACKGROUND**: Recognition of the completion of the probationary period for Police Officer Brennan Burns.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: N/A

**AMERICAN RESCUE PLAN FUNDING IMPACT**:

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Jennifer Bielfeldt, Office Manager

**ATTACHMENTS:**
PD 1B Commission Certificate

City of Bloomington

Police Department

# Police Officer's Commission

*By authority of the City Manager*
*of the City of Bloomington,*
*in the County of McLean, and State of Illinois,*
*We do hereby certify that*

# Brennan P. Burns

*Having been duly sworn*
*was appointed and commissioned a*

# Police Officer

*On*
*the fifteenth of March, two thousand and twenty one.*
*As Evidence thereof, we set our hand and seal*

Mboka Mwilambwe
*Mayor*

Jamal Simington
*Chief*

CITY OF BLOOMINGTON
ESTABLISHED 1850

Tim Gleason
*City Manager*

Leslie Yocum
*City Clerk*

**CONSENT AGENDA ITEM NO. 7.A**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve the Minutes of the November 21, 2022, Special City Council Meeting, as requested by the City Clerk Department.

**RECOMMENDED MOTION**: The proposed Minutes be approved.

**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 minutes of the meetings provided 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 thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, Council Proceedings are available for public inspection and posted to the City's web site within ten (10) days after Council approval.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: N/A

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

**ATTACHMENTS:**
CLK 1B DRAFT Special Session Council Minutes 11212022

MINUTES
CITY COUNCIL - SPECIAL SESSION
MONDAY, NOVEMBER 21, 2022, 6:00 P.M.

The City Council convened in special session in the Government Center Chambers at 6:00 p.m., Monday, November 21, 2022. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

| Attendee Name | Title | Status |
|---|---|---|
| Mboka Mwilambwe | Mayor | Present |
| Grant Walch | Council Member, Ward 1 | Present |
| Donna Boelen | Council Member, Ward 2 | Present |
| Sheila Montney | Council Member, Ward 3 | Present |
| Julie Emig | Council Member, Ward 4 | Absent |
| Nick Becker | Council Member, Ward 5 | Present |
| De Urban | Council Member, Ward 6 | Present |
| Mollie Ward | Council Member, Ward 7 | Present |
| Jeff Crabill | Council Member, Ward 8 | Present |
| Tom Crumpler | Council Member, Ward 9 | Present |

Public Comment

No public comment was received in person or via email.

Recognition/Appointments

No Recognitions or Appointments were given.

Consent Agenda

*Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.*

Council Member Ward motioned, seconded by Council Member Boelen, that the Consent Agenda be approved with Item 7.B. as amended.

Leslie Yocum, City Clerk, noted a correction to Item 7.B., October 17, 2022, Committee of the Whole meeting minutes. She stated that corrected minutes had been distributed to Council and requested any motion brought forward 7.B. as amended.

Item 7.A. Consideration and action to approve the Minutes of the September 19, 2022, Regular Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and action to approve the Minutes of the October 17, 2022, Regular Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.C. Consideration and action to approve the Minutes of the October 24, 2022, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Regular Agenda

*The following item was presented:*

Item 8.A. Consideration and action to approve the 2022 Tax Levy Estimate for the City of Bloomington and the Bloomington Public Library, as requested by the Finance Department.

City Manager Tim Gleason informed the community of the statutory requirements of the tax levy presentation.

Scott Rathbun, Finance Director, addressed Council and expanded on the requirements. He provided information on how tax levies were determined based on Equalized Assessed Values (EAV) of properties and reported the EAV rates and rate changes over the past five years. Mr. Rathbun highlighted key notes that impacted the 2022 tax levy, which included an increase of $1.4 million for the Public Safety Pensions, a $168,000 increase for the Library's operations and expansion needs, and a $235,000 increase for the Library's final audit debt service adjustment. He then went into detail about the City's Public Safety Pensions highlighting that the City's approximate $ 1.8 million shortfall would reduce to an approx. $400,000 after the 2022 tax levy was applied.

Jeanne Hamilton, Bloomington Public Library ("BPL") Director, addressed Council. She began by reminding Council that BPL's budget is separate from the City, and that a copy of it had been provided to Council. She stated that BPL requested the tax rate stay the same.

Mr. Rathbun presented the proposed 2022 tax levy including BPL data. He shared a graph that also depicted tax levy allocation breakdowns for School Districts 87 and Unit 5. He finished his presentation with next steps and an approval timeline.

Council Member Montney discussed impacts on individual households. She and Mr. Rathbun then discussed Truth in Taxation public hearing requirements and she expressed concerns in approving $1.4 million when the City had only received approximately $4 million in new tax revenues from cannabis and online purchases. She suggested using City reserves with tax revenue streams to close the gap instead of the proposed lax levy. Mr. Rathbun reminded Council Member Montney and the rest of Council that the $4 million in tax revenues had been incorporated into the existing budget and was not available. He also cautioned that using reserve funds on operational expenses was viewed negatively by creditors unless it was a one-time use towards a capital project or to close the gap in an effort to reduce future contributions. Council Member Montney stressed the importance of impact to residents.

She then discussed a grant funding the BPL project pointing out that $2.84 million of it that was set aside to add back some of amenities that had been cut from the initial project. She went on to discuss ideas for various funding method alternatives to the tax levy. After consideration, Mr. Rathbun stated that the revenue sources mentioned had already been allocated for the project. Council Member Montney restated what she believed to be BPL's intent for setting aside the $2.84 million.

Julian Westerhout, President of BPL Board of Trustees, reminded Council of the decision to cut certain features and to keep others, such as the parking garage. He stated that the project could have been smaller, but that Council and the BPL Board had approved the current plan. He noted that if Council had approved the project earlier, they could have taken advantage of lower interest rates, saving additional funds.

Council Member Montney and Jeanne Hamilton then discussed funding. Mrs. Hamilton reminded Council that the bond was decreased from approx. $17 million to $14.2 million due to the grant funding. Mr. Westerhout stated that BPL had not added additional features with the grant, but that the grant had allowed the bond to be reduced while permitting the project to expand to the level of improvements Council believed were needed. Mrs. Hamilton agreed and reminded Council that the grant required fund matching. She also mentioned BPL's successful fundraising efforts. Council Member Montney, Mr. Westerhout, and Mrs. Hamilton continued to go back and forth discussing the project.

Council Member Ward called a Point of Order at 6:36 p.m.

Mayor Mwilambwe recognized the Point of Order.

Council Member Ward stated that the discussion had dominated the time set aside for discussion. She pointed out that Council had voted to approve the project and its budget months ago felt the discussion was not relevant to the Agenda Item.

Mayor Mwilambwe had Council Member Montney wrap-up her comments. Council Member Montney stated her intention was to thoroughly consider the decision from all views and take into consideration the impact on residents.

Council Member Boelen expressed concern that the tax levy needed to be approved before the budget. She thanked staff for including Unit 5 in the presentation.

Council Member Ward thanked staff for their work on the presentation. She expressed her passion for the needs of community members and noted how the library filled those needs, including its use as a warming center in the winter.

Council Member Crabill stated that he typically asked a lot of questions, but had learned to ask those questions in advance of the meeting to allow staff more time to respond. He stated that all members of Council were concerned with the burden to taxpayers. He confirmed with Mr. Rathbun that for the properties whose Equalized Assessed Values ("EAV") had increased, their property taxes would increase even if all the rates of the taxing bodies remained the same. He also confirmed with Mr. Rathbun that the EAV increases were not a reflection of the rate increases by the City this year and asked if the City had any control over the EAVs. Mr. Rathbun stated the City did not. Council Member Crabill stated that in the past, the City had used utility taxes as a source of revenue instead of property taxes. He asked if the use of property tax was a better source. Mr. Rathbun stated that it was, as utility tax was variable, whereas property tax was more consistent and a better resource for pensions. Council Member Crabill asked if when the determination was made to move to using utility tax, was it anticipated that there would be a decrease in utility tax overtime. Mr. Rathbun stated that he was not employed with the City at that time of the decision, but that he did not believe it was likely anticipated.

Council Member Walch made a motion, seconded by Council Member Crumpler, to extend Council discussion time by 10 minutes.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Council Member Walch asked why staff were unable to predict an estimate of a widening tax base. Mr. Rathbun stated that it required a multi-step process, and that staff could include the data next year. Council Member Walch asked why the 24% increase in the General Corporate line was not highlighted in the report. Mr. Rathbun explained that the debt service amount fluctuated, and any amount budgeted over was rolled into the General Corporate line item. Council Member Walch then asked how inflation affected sales tax on goods sold. Mr. Rathbun stated that inflation was a double-edged sword in that it benefited local municipalities, but became at a burden to residents. Council Member Walch reminded Council and staff to be mindful that, with inflation, employers do not always increase wages.

Council Member Crumpler thanked staff for reminding Council that the overall project cost was reduced. He then asked Mrs. Hamilton if she had examined the BPL budget to cut operational costs where possible to be more efficient. Mrs. Hamilton confirmed staff had and that the BPL Board had approved their budget in October. She explained that after feedback from Council, staff further examined the budget to cut more costs and the BPL Board approved the revised budget earlier in November. Council Member Crumpler expressed his belief that the BPL had done their due diligence.

Council Member Becker expressed his belief that EAVs were artificially inflated and, until the average normalized, residents would continue to pay more. He believed to combat the issue, budgets should be reduced, and reserve funds utilized. He agreed with Mr. Rathbun on not using reserve funds to offset reoccurring operational costs, but believed that staff could manage the impacts effectively. He encouraged Council and staff to consider the option given the significant amount of surplus in reserves.

Council Member Ward made a motion, seconded by Council Member Urban, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Urban, Ward, Crabill, Crumpler

NAYES: Walch, Montney, Becker

Motion carried.

Finance Director's Report

Mayor Mwilambwe stated the Finance Director's Report was a scrivener's error on the agenda and stated the Report would be given at the next Council meeting.

City Manager's Discussion

City Manager Tim Gleason highlighted upcoming events in Downtown Bloomington and recognized six newly hired employees. He wished Council and the community a happy and safe Thanksgiving.

Mayor's Discussion

Mayor Mwilambwe wished a Happy Thanksgiving to all.

Council Member's Discussion

Council Member Walch noted a new hire for the Arts & Entertainment Department and asked when a budget could be reviewed for the Department. City Manager Gleason stated that it would be part of the Fiscal Year 2024 discussion.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Becker, to adjourn the meeting.

Motion carried (viva voce).

The meeting adjourned at 7:18 p.m.

| CITY OF BLOOMINGTON | ATTEST |
| --- | --- |
| _____ | _____ |
| Mboka Mwilambwe, Mayor | Amanda Stutsman, Deputy City Clerk |

DRAFT

**CONSENT AGENDA ITEM NO. 7.B**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve the Minutes of the November 28, 2022, Regular City Council Meeting, as requested by the City Clerk Department.

**RECOMMENDED MOTION**: The proposed Minutes be approved.

**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 minutes of the meetings provided 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 thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, Council Proceedings are available for public inspection and posted to the City's web site within ten (10) days after Council approval.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: N/A

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

**ATTACHMENTS:**
CLK 2B DRAFT 11282022 City Council Regular Session Minutes

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, NOVEMBER 28, 2022, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, November 28, 2022. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

| Attendee Name | Title | Status |
|---|---|---|
| Mboka Mwilambwe | Mayor | Present |
| Grant Walch | Council Member, Ward 1 | Present |
| Donna Boelen | Council Member, Ward 2 | Present |
| Sheila Montney | Council Member, Ward 3 | Present |
| Julie Emig | Council Member, Ward 4 | Absent |
| Nick Becker | Council Member, Ward 5 | Present |
| De Urban | Council Member, Ward 6 | Absent |
| Mollie Ward | Council Member, Ward 7 | Present |
| Jeff Crabill | Council Member, Ward 8 | Present |
| Tom Crumpler | Council Member, Ward 9 | Present |

Public Comment

Emailed public comment was received from Elizabeth Megli and Jacqueline Beyer. Jacqueline Beyer also registered to speak in person, but was not present during public comment. The following individuals provided in person public comment: (1) Ashley Pettit; (2) Robert Kelley; (3) Gary Lambert; (4) Scott Stimeling; and (5) Liz Pierce.

Recognition/Appointments

*The following item was presented:*

Item 6.A. Recognition of the Fall 2022 Bloomington 101 Participants, as requested by the Administration Department.

City Manager Tim Gleason thanked Katherine Murphy, Communications & External Affairs Manager, and Amy Overton, Administration Department Executive Assistant, for coordinating the Bloomington 101 Program. Mrs. Murphy provided a brief overview of the Program and thanked City departments for participating. She then recognized the 2022 Fall Bloomington 101 participants and expressed excitement for the 2023 Summer Program. Mayor Mwilambwe thanked staff and the participants for their efforts.

Public Hearing

*The following item was presented:*

Item 7.A. Public Hearing on a Request for Annexation by DKS Properties, Inc., for Land Located at 2318 W. Market Street, consisting of 1.10 Acres More or Less, PIN: 20-01-200-012, as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the public hearing at 6:25 p.m.

Kimberly Smith, Economic & Community Development Assistant Director, stated that the public hearing was a Request for Annexation by DKS Properties, Inc., for land located at 2318 W. Market Street. She reported that on Wednesday, November 2, 2022, the Planning Commission had unanimously voted to positively recommend approval of the Request. She listed the Items associated with the Request Council would consider on the Consent Agenda following the public hearing: the annexation agreement; a resolution approving the annexation; the ordinance that would bring the property into the City; and a preliminary plan and final plat.

David Armstrong, Attorney for the Applicant, after being sworn-in, addressed Council. He stated that in 2014, the property was initially developed, but not annexed into the City. He stated that as further development happened, not being annexed caused the property to have to follow two municipal codes, as well as mixed zoning districts. He stated that annexing the property into the City would allow a contiguous B-1 Zoning District, and then briefly commented to the related Items for approval on the Consent Agenda noting that the previous preliminary plan was out of date. He explained that the updated preliminary plan would allow the owners to sell a portion of the lot leading to further future development. He noted the potential for additional tracts to be sold in the future as well.

Mayor Mwilambwe asked if anyone would like to speak for or against the proposals. No individuals came forward to speak.

Council Member Walch asked for additional information on the tap-on fee language within the annexation agreement. Mr. Armstrong explained that the Applicant was working with staff to understand if the tap-on fees had been paid. He stated that they were actively working to resolve the matter and that the included language within the agreement had been added at the request of the City's Corporation Counsel.

Mayor Mwilambwe closed the public hearing at 6:30 p.m.

Consent Agenda

*Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.*

Council Member Ward made a motion, seconded by Council Member Boelen to approve the Consent Agenda with the exception of 8.I., 8.K., 8.N., and 8.T.

Item 8.A. Consideration and action to Approve Bills and Payroll in the Amount of $6,188,187.23, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.B. Consideration and action to Approve Appointments and a Re-appointment to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments and Re-appointment be approved.)

Item 8.C. Consideration and action to Approve the Purchase of Shared Server Storage Arrays from Pure Storage Hardware and Three Years of Support through SHI International Corp. in the Amount of $485,138.58, utilizing the Sourcewell Joint Purchasing Contract #081419-SHI, exp. 10/30/2023, as requested by the Information Technology Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.D. Consideration and action to approve an Agreement with Farnsworth Group, Inc., for Design and Construction Document Preparation for Roof Top Unit Replacement and

Enhancement at Grossinger Motors Arena (RFQ #2022-03), in the amount of $173,100, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.E. Consideration and action on an Ordinance Approving the Annexation of Land Located at 2318 W. Market Street in McLean County, Illinois, Consisting of 1.10 Acres More or Less, to the City of Bloomington, McLean County, Illinois and an Ordinance Approving a Zoning Map Amendment for Annexed Property Located at 2318 W. Market Street, Consisting of 1.10 Acres More or Less to B-1 (General Commercial) District, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinances be approved.)

Item 8.F. Consideration and action to Approve a Resolution Authorizing an Annexation Agreement with DKS Properties Inc. for Land Located at 2318 W. Market Street, consisting of 1.10 Acres More or Less, PIN: 20-01-200-012, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.G. Consideration and action on an Ordinance Approving the Second Amended Preliminary Plan for Interstate Business Park for the Property Generally Located Near the Intersection of W. Market Street and Avalon Way and Along Interstate Drive, consisting of 25.21 Acres More or Less, PINs: 20-01-200-010, 20-01 -200-012, 20-01-200- 050, and 20-01-200-051, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.H. Consideration and action on an Ordinance Approving the Final Plat of Interstate Business Park 12th Addition, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.I. was pulled from the Consent Agenda by Council Member Walch.

Item 8.J. Consideration and action on an Ordinance Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022), as requested by the Fire Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.K. was pulled from the Consent Agenda by Council Member Montney.

Item 8.L. Consideration and action to Approve an Ordinance Amending Chapter 39 of the Bloomington City Code Combining the Short-Term Rental Tax into the Hotel Tax, as requested by the Legal Department. (Recommended Motion: The proposed Ordinance to be approved.)

Item 8.M. Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the Property Located at 2803 Longmeadow Lane, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.N. was pulled from the Consent Agenda by Council Member Boelen.

Item 8.O. Consideration and action on an Ordinance approving a Site Plan for a Hotel Use, with a Variance, in the B-1 (General Commercial) District for Property Located at 1041 Wylie Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.P. Consideration and action on an Ordinance Approving a Site Plan for an Expansion to a Grocery Store Use, with a Variance, in the B-1 (General Commercial) District for Property Located at 1403 N. Veterans Parkway, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.Q. Consideration and action on an Ordinance Approving a Zoning Map Amendment from M-2 (General Manufacturing) District to M-1 (Restricted Manufacturing) District for the Property Located at 1301 W. Washington Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.R. Consideration and action on an Ordinance Approving a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for the Property Located at 602 S. Main Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.S. Consideration and action on a Resolution Authorizing the Closure of State Highway Business 51 for the Jaycees Holiday Parade on December 3, 2022, at 10 a.m., as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.T. was pulled from the Consent Agenda by Council Member Walch.

Item 8.U. Consideration and action to Approve a Policy for Honorary Street Signs, as requested by the Administration Department, and the Public Works Department. (Recommended Motion: The proposed Policy be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Ward, Crabill, Crumpler

Motion carried.

Items Pulled from the Consent Agenda

*The following item was presented:*

Item 8.N. Consideration and action on an Ordinance Approving a Special Use Permit for Multiple-Family Dwellings in the R-2 (Mixed Residence) District for the Property Located at the Northwest Corner of Lutz Road and S. Morris Avenue, as requested by the Economic & Community Development Department.

Council Member Boelen stated she had not had the opportunity to ask staff questions regarding the traffic study for Lutz Road and expressed interest in doing so before the vote for the item be taken. She asked Craig Shonkwiler, Public Works Assistant Director / City Engineer, his opinion of the traffic study. Mr. Shonkwiler discussed traffic numbers and thresholds stating that an arbitrary threshold of 100 vehicles within the peak hour was most often used. He reported variances in industry standards for apartment complexes and other factors (e.g., current traffic level, additional traffic from development, crash reports, and sightline visibility) that could contribute to the traffic on Lutz Rd., S. Morris Ave., and Wittenberg Rd. He shared that staff did not believe a further traffic study was needed. She then asked how the traffic compared to Fox Creek Rd. Kevin Kothe, Public Works Director, assisted Mr. Shonkwiler in obtaining the data. Mr. Shonkwiler stated the Illinois Department of Transportation ("IDOT") reported an average of 5,800 vehicles per day on Fox Creek Rd.

whereas there was an average of 2,500 at the busiest part of S. Morris Ave. Mr. Shonkwiler and Council Member Boelen then discussed traffic speed, criteria for installing four-way stops, and Fox Creek Rd. traffic data. Council Member Boelen read from the City Code and reminded Council of the established due process. She discussed the need for both single-family and multi-family homes along with planned and future road improvements and land development. She reminded her constituents that without development, it was unlikely road improvements would happen in the near future.

Council Member Boelen made a motion, seconded by Council Member Crumpler, to approve the Item as presented.

Council Member Walch asked about the traffic per day on Lutz Rd. Mr. Shonkwiler responded that IDOT did not have statistics for Lutz Rd., which typically meant traffic was 300-400 per day. They then discussed the potential for traffic to increase at the Lutz Rd. and S. Morris Ave. intersection, the sightline studies performed, as well as applicable guidelines.

Council Member Montney expressed concern with the traffic doubling at the intersection. Mr. Shonkwiler stated that the road could handle more than 800 vehicles per day. They then discussed the traffic patterns. Council Member Montney expressed interest in staff monitoring local traffic patterns in addition to the national standards.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Becker, Ward, Crabill, Crumpler

NAYES: Walch, Montney

Motion carried.

*The following item was presented:*

Item 8.K. Consideration and action on an Ordinance Amending Chapter 16, Article IV of the Bloomington City Code Regarding Entertainment Facility Contracts, as requested by the Arts & Entertainment Department.

Council Member Montney expressed interest in having more detailed information regarding the figures provided to Council so that Council could better make decisions. She reported her researched found that higher priced acts generally resulted in an overall lower net return and then also commented to food and beverage tax revenue and economic development. She made suggestions for staff to use in their review of acts considered.

Council Member Ward made a motion, seconded by Council Member Crabill, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Ward, Crabill, Crumpler

Motion carried.

*The following item was presented:*

Item 8.I. Consideration and action on an Ordinance Approving a Lease Extension Agreement Between the City of Bloomington and the United States Postal Service Substation for the Postal Substation Located at 400 N. Center Street in the Market Street Parking Garage for the Term of 12/01/2022-12/31/2024, as requested by the Public Works Department.

Council Member Walch expressed concern in approving a three-year lease due to the Market Street Parking Garage being considered as a potential site for the new Connect Transit Transfer Station. He also asked for an update on construction repairs of the Garage and expressed concern with how they might impact the rental agreement. City Manager Gleason stated that all the concerns had been considered and that another focus was the important role the Downtown location of the USPS played for Downtown residents and businesses.

Russ Waller, Facilities Division Supervisor, reported construction repairs were 40% complete and were on track to complete by the end of the year. He stated that the project's structural engineer had reported that the approved repairs would extend the life of the garage two or three years matching the length of the lease. Mr. Waller stated that the tenant desired to remain at the property.

Council Member Walch made a motion, seconded by Council Member Montney, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Ward, Crabill, Crumpler

Motion carried.

*The following item was presented:*

Item 8.T. Consideration and action on the Approval of a Resolution Initiating Text Amendments to the City of Bloomington Zoning Code to Create a New Definition of "Plastic, Rubber and Allied Products Processing" and to Allow Such as a Permitted Use in M-1 Districts, as requested by the Legal Department.

Council Member Walch stated Council had received public comment regarding concerns with the Water Reclamation District. He requested more time to look into the matter further before a vote.

Council Member Crabill explained that the recycling facility was in an M1 Zoning District that did not permit recycling facilities. He stated that in May of 2022, the Applicant had requested to be rezoned to an M2 Zoning District that allowed Special Use Permits for recycling, but that the request was denied due to a number of the qualifications not being met. He stated that the Applicant now requests a modification of the definition and expressed concern with the zoning designation.

City Manager Gleason stated that issues with the property existed, but that staff had taken a step back to review the text amendments objectively to see if there was value in a procedural change to initialize the request. He reiterated that staff recommended denial.

Council Member Crabill made a motion, seconded by Council Member Walch, to deny Item 8.T.

An individual, who identified himself as a representative of the requester, asked if he was able to speak. Jeff Jurgens, Corporation Counsel, informed him that comments were only accepted during public comment.

Mr. Jurgens explained Council's procedural options. He further explained that, per the Zoning Code, Council was the only meeting body that could initiate a text amendment.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Mwilambwe, Walch, Boelen, Montney, Becker, Ward, Crabill, Crumpler

Motion carried.

Regular Agenda

No Regular Agenda Items were considered.

Finance Director's Report

City Manager Gleason made opening remarks and noted that the City continued to trend positively with the caveat that several items would be impacted by inflation and the lack of available contractors to complete projects.

Scott Rathbun, Finance Director, addressed Council. He discussed major tax revenues for Fiscal Year 2023 and compared year-to-date figures to variances from prior years. He went on to discuss general fund revenues and expenditures through October 31, 2022, and reported on enterprise funds and the impacts of inflation and supply chain shortages. He reminded the community where to locate his presentations on the City's website.

Council Member Montney asked what percentage of the City budget was spent in the most recent fiscal year cycle. Mr. Rathbun stated that was a hard question to answer as there had been delays in capital projects causing figures to fluctuate as projects were bumped and/or carried over. He stated that the General Fund had a significant positive variance and expenditures were under budget.

City Manager's Discussion

City Manager Gleason discussed multiple upcoming events hosted at various City properties and in the Downtown.

Mayor's Discussion

Mayor Mwilambwe stated that Mayor Pro Tem Boelen would attend the upcoming Tree Lighting Ceremony in his place.

Council Member's Discussion

Council Member Walch asked for additional information on the sculptures near the overpass just south of Downtown. City Manger Gleason stated that Tom Kirk of Henson Disposal owned some of the property in the Warehouse District and that he planned to have sculptures similar to those at the City Museum in St. Louis.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Becker, to adjourn.

Motion carried (viva voce).

The meeting adjourned at 7:39 p.m.

CITY OF BLOOMINGTON ATTEST

_____ _____

Mboka Mwilambwe, Mayor Amanda Stutsman, Deputy City Clerk

**CONSENT AGENDA ITEM NO. 7.C**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve Bills and Payroll in the Amount of $14,320,737.35, as requested by the Finance Department.

**RECOMMENDED MOTION**: The proposed Bills and Payroll be approved.

**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**: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at https://www.cityblm.org/bills.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: Total disbursements to be approved $14,320,737.35 (Payroll total $5,249,799.83, Accounts Payable total $8,514,632.40, Bank Transfers total $407,065.04 and Procurement Card Purchases total $149,240.08).

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

**ATTACHMENTS:**
FIN 1B Council Finance Summary Report

# CITY OF BLOOMINGTON FINANCE REPORT

**PAYROLL**

| Date | Gross Pay | Employer Contribution | Totals |
|---|---|---|---|
| 12/16/2022 | $ 2,257,517.30 | $ 564,384.89 | $ 2,821,902.19 |
| 12/30/2022 | $ 2,201,708.47 | $ 223,878.53 | $ 2,425,587.00 |
| 12/16/22-12/30/22 Off Cycle Adjustments | $ 1,907.82 | $ 402.82 | $ 2,310.64 |
| | | **PAYROLL TOTAL** | **$ 5,249,799.83** |

**ACCOUNTS PAYABLE (WIRES)**

| Date | Bank | Total |
|---|---|---|
| 1/9/2023 | AP General | $ 6,997,026.28 |
| | AP JMScott | |
| 1/9/2023 | AP Comm Devel | $ 49,023.93 |
| 1/9/2023 | AP IHDA | $ 16,646.00 |
| 1/9/2023 | AP Library | $ 69,300.61 |
| | AP MFT | |
| 12/8/22-12/28/22 | Out of Cycle | $ 1,382,635.58 |
| 10/11/22-12/27/22 | AP Bank Transfers | $ 407,065.04 |
| | **AP TOTAL** | **$ 8,921,697.44** |

**PCARDS**

| Date Range | |
|---|---|
| 11/2/22-12/1/22 | $149,240.08 |
| **PCARD TOTAL** | **$149,240.08** |

| | |
|---|---|
| **GRAND TOTAL** | **$ 14,320,737.35** |

**Respectfully,**

**F Scott Rathbun**
**Director of Finance**

**CONSENT AGENDA ITEM NO. 7.D**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve a Purchase Order with Dell, Inc. for the Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support Covering the City's Microsoft Licensing, in the Amount of $224,255.27, from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract, as requested by the Information Technology Department.

**RECOMMENDED MOTION**: The proposed Purchase be approved.

**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 participates in an Enterprise Agreement ("EA") with Microsoft Corporation to use its Microsoft licenses. The EA is implemented in successive three-year agreements. This is the third year of the three-year agreement approved by the Council in November 2020. The current request would provide Microsoft licensing for the final year of our 3-year agreement ending October 2023.

These licenses include desktop and server operating systems, enterprise databases, office productivity software, email services, security and device management, team collaboration, video conferencing, network management software, and terminal emulation software to provide desktop application services across some of the City's slower Wide Area Network (WAN) links. Participation in the EA provides version updates to all software, support, training, and transition rights to software when computer hardware is replaced.

As the Microsoft EA is a three-year agreement, licensing costs are spread across all three years. There are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City can participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract (Contract: JPMC Microsoft Licensing Solutions Provider (LSP), CMT1176800 - valid through 7/30/2024) under which the State of Illinois has negotiated with Microsoft for lower licensing costs. The Microsoft reseller selected to manage the State of Illinois contract is Dell Marketing L.P. As such, the City may only participate in the Microsoft EA by purchasing through Dell Marketing L.P.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: If approved, a Purchase Order with Dell, Inc. for a total amount of

$224,255.27, from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract CMT #1176800 will be created. This Item is included in the FY 2023 Budget under Information Technology- Repair/Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 164.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Craig McBeath, IT Director

**ATTACHMENTS:**
IT 1B Invoice 1_Redacted
IT 1C Invoice 2_Redacted

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: [redacted]
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

# Invoice

**BILL TO:**

CITY OF BLOOMINGTON
SCOTT SPROULS
109 E OLIVE ST
BLOOMINGTON, IL 61701-5219

**SHIP TO:**

CITY OF BLOOMINGTON
CITY OF BLOOMI CRAIG MCBEATH
109 E OLIVE ST
BLOOMINGTON, IL 61701-5217

**PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION**
**VIEW YOUR ORDER DETAILS ONLINE**

**Invoice No: 10626758255** **Customer No: [redacted]** **Order No: 553265131** **Page 1 of 3**

| | | | |
|---|---|---|---|
| Purchase Order: | 2021027900 | Order Date: | 11/03/2022 |
| Payment Terms: | Due 45 days from invoice date | Sales Rep: | Brady Garber |
| Due Date: | 12/18/2022 | Contract Code: | [redacted] |
| Invoice Date: | 11/03/2022 | Contract Name: | |
| Waybill Number: | 0 | Shipped Via: | |

| Item Number | Description | Qty | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| AB438122 | **VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG**<br>MfgPartNum : AAA-11924<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 660 | EA | 171.76 | 113,361.60 |

*PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.*

USD

| | | |
|---|---|---|
| **Sub-Total:** | $ | 199,312.77 |
| **Ship. &/or Handling:** | $ | 0.00 |
| **ENVIRO FEE:** | $ | 0.00 |
| **Taxable:** $ 0.00 **Non-Taxable:** $ 199,312.77 | **Tax:** $ | 0.00 |
| **Invoice Total:** | $ | 199,312.77 |

*DETACH AT LINE AND RETURN WITH PAYMENT*

*Invoice No: 10626758255*
*Customer Name: CITY OF BLOOMINGTON*
*Customer No: [redacted]*
*PO No:*
*Order Number: 553265131*

DELL Technologies

***Make check payable / remit to :***

*Dell Marketing L.P.*
*C/O Dell USA L.P.*
*PO Box 802816*
*Chicago, IL 60680-2816*

***Electronics Payments***
*Dell Marketing L.P.*
*PNC Bank*
*ABA#: [redacted]*
*Acct#:*
*Swift code : [redacted]*

USD

| | | |
|---|---|---|
| **Sub-Total:** | $ | 199,312.77 |
| **Ship. &/or Handling:** | $ | 0.00 |
| **ENVIRO FEE:** | $ | 0.00 |
| **Taxable:** $ 0.00 **Non-Taxable:** $ 199,312.77 | **Tax:** $ | 0.00 |
| **Invoice Total:** | $ | 199,312.77 |
| | | |
| | | |
| | | |
| **Balance Due:** | $ | 199,312.77 |
| **Amount Enclosed:** | | |

[redacted]

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: [redacted]
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

# Invoice

***BILL TO:***

CITY OF BLOOMINGTON
SCOTT SPROULS
109 E OLIVE ST
BLOOMINGTON, IL 61701-5219

***SHIP TO:***

CITY OF BLOOMINGTON
CITY OF BLOOMI CRAIG MCBEATH
109 E OLIVE ST
BLOOMINGTON, IL 61701-5217

**PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION**
**VIEW YOUR ORDER DETAILS ONLINE**

**Invoice No: 10626758255** **Customer No: 46480250** **Order No: 553265131** 

| | | | |
|---|---|---|---|
| Purchase Order: | 2021027900 | Order Date: | 11/03/2022 |
| Payment Terms: | Due 45 days from invoice date | Sales Rep: | Brady Garber |
| Due Date: | 12/18/2022 | Contract Code: | [redacted] |
| Invoice Date: | 11/03/2022 | Contract Name: | |
| Waybill Number: | 0 | Shipped Via: | |

| Item Number | Description | Qty | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| AB438123 | **VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG**<br>MfgPartNum : AAA-12417<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 660 | EA | 14.83 | 9,787.80 |
| AB438113 | **VLA ENTERPRISE PROJECT SA ALL LANGUAGES**<br>MfgPartNum : 076-01912<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 [redacted] | 6 | EA | 111.01 | 666.06 |
| AB438116 | **VLA ENTERPRISE CISSTESTDCORE ALNG SA MVL 2LIC CORELIC**<br>MfgPartNum : 9GA-00313<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 320 | EA | 32.28 | 10,329.60 |
| AB438119 | **VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES**<br>MfgPartNum : 7NQ-00292<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 18 | EA | 554.26 | 9,976.68 |
| AB438121 | **VLA ENTERPRISE WINDOWS RIGHTS MGMT SERVICES DEVICE CAL SA ALL LANGUAGES**<br>MfgPartNum : T98-00798<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 1 | EA | 6.30 | 6.30 |
| AB438124 | **VLA ENTERPRISE ENT MOBANDSEC E3 GCC SHARED ALNG MONTHLYSUB ADDON TO USR CR CAL**<br>MfgPartNum : AAD-32904<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 5 | EA | 54.42 | 272.10 |
| AB438125 | **VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR**<br>MfgPartNum : 3GU-00001<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 770 | EA | 17.19 | 13,236.30 |
| AB438112 | **VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE ASSURANCE ALL LNG**<br>MfgPartNum : KV3-00353<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 555 | EA | 40.15 | 22,283.25 |

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: [redacted]
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

# Invoice

***BILL TO:***

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**Invoice No: 10626758255** **Customer No: [redacted]** **Order No: 553265131** **Page 3 of 3**

| | | | |
|---|---|---|---|
| Purchase Order: | 2021027900 | Order Date: | 11/03/2022 |
| Payment Terms: | Due 45 days from invoice date | Sales Rep: | Brady_Garber |
| Due Date: | 12/18/2022 | Contract Code: | [redacted] |
| Invoice Date: | 11/03/2022 | Contract Name: | |
| Waybill Number: | 0 | Shipped Via: | |

| Item Number | Description | Qty | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| AB438127 | **VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL MVL**<br>MfgPartNum : DDJ-00001<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 8 | EA | 85.78 | 686.24 |
| AB438115 | **VLA ENTERPRISE CISSTEDCCORE ALNG SA MVL 2LIC CORELIC**<br>MfgPartNum : 9GS-00135<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 48 | EA | 157.46 | 7,558.08 |
| AB438120 | **VLA ENTERPRISE SYSCTRSTDCORE ALNG SA MVL 2LIC CORELIC**<br>MfgPartNum : 9EN-00198<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 8 | EA | 17.32 | 138.56 |
| AB438126 | **VLA ENTERPRISE EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG**<br>MfgPartNum : 3NS-00003<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 110 | EA | 68.68 | 7,554.80 |
| AB439596 | **VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES DEVICE CAL SA ALL LANGUAGES**<br>MfgPartNum : 6VC-01253<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 46 | EA | 17.32 | 796.72 |
| AB438114 | **VLA ENTERPRISE VISIO PRO SA ALL LANGUAGES**<br>MfgPartNum : D87-01159<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 11 | EA | 95.26 | 1,047.86 |
| AB438118 | **VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES**<br>MfgPartNum : 228-04433<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 6 | EA | 139.35 | 836.10 |
| AB438117 | **VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES**<br>MfgPartNum : 359-00792<br>MfgName : MICROSOFT CORPORATION<br>Recurring Bill : YR 3 of 3 ID #TBD MO<br>Above Items Originally Purchased On : PO# 20210279-00 , [redacted] | 24 | EA | 32.28 | 774.72 |

Ship To Atten ion:SCOTT SPROULS

For efficient and immediate access to your account details please visit https://mfm.dell.com/

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: [redacted]
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

# Invoice

**BILL TO:**

CITY OF BLOOMINGTON
SCOTT SPROULS
109 E OLIVE ST
BLOOMINGTON, IL 61701-5219

**SHIP TO:**

CITY OF BLOOMINGTON
SCOTT SPROULS
109 E OLIVE ST
BLOOMINGTON, IL 61701-5219

**PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION**
**VIEW YOUR ORDER DETAILS ONLINE**

**Invoice No: 10636966520** **Customer No: [redacted]** **Order No: 578300822** 

| | | | |
|---|---|---|---|
| Purchase Order: | 12082022 | Sales Rep: | Brady_Garber |
| Payment Terms: | Due 45 days from invoice date | Contract Code: | |
| Due Date: | 01/22/2023 | Customer Agreement #: | [redacted] |
| Invoice Date: | 12/08/2022 | Contract Name: | |
| Waybill Number: | MS-VIRTUAL | Shipped Via: | ELECTRONIC |
| Order Date: | 12/08/2022 | | |

| Item Number | Description | Qty | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| AC382337 | **VLA ENT MOBANDSEC E3 GCC SHARED ALNG MONTHLYSUB ADDON TO USR CR CAL**<br>MfgPartNum : AAD-32904<br>MfgName : MICROSOFT CORPORATION<br><br>Ship To Atten ion:SCOTT SPROULS | 550 | EA | 45.35 | 24,942.50 |

*PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.*

*USD*

| | | |
|---|---|---|
| **Sub-Total:** | $ | 24,942.50 |
| **Ship. &/or Handling:** | $ | 0.00 |
| **ENVIRO FEE:** | $ | 0.00 |
| **Taxable:** $ 0.00<br>**Non-Taxable:** $ 24,942.50 | **Tax:** $ | 0.00 |
| **Invoice Total:** | $ | 24,942.50 |

---

DELL Technologies

*DETACH AT LINE AND RETURN WITH PAYMENT*
*Invoice No: 10636966520*
*Customer Name: CITY OF BLOOMINGTON*
*Customer No:* [redacted]
*PO No:*
*Order Number: 578300822*

***Make check payable / remit to :***

*Dell Marketing L.P.*
*C/O Dell USA L.P.*
*PO Box 802816*
*Chicago, IL 60680-2816*

***Electronics Payments***
*Dell Marketing L.P.*
*PNC Bank*
*ABA#:* [redacted]
*Acct#:*
*Swift code :* [redacted]

*USD*

| | | |
|---|---|---|
| **Sub-Total:** | $ | 24,942.50 |
| **Ship. &/or Handling:** | $ | 0.00 |
| **ENVIRO FEE:** | $ | 0.00 |
| **Taxable:** $ 0.00<br>**Non-Taxable:** $ 24,942.50 | **Tax:** $ | 0.00 |
| **Invoice Total:** | $ | 24,942.50 |
| | | |
| | | |
| | | |
| **Balance Due:** | $ | 24,942.50 |
| **Amount Enclosed:** | | |

[redacted]

DELL Technologies

*DELL MARKETING L.P.*
*One Dell Way*
*Round Rock, TX 78682*

*FID Number:* [redacted]
*Inquiries: www.dell.com/ordersupport/*
*Dell Online: http://www.dell.com*

# Invoice

***BILL TO:***

CITY OF BLOOMINGTON
SCOTT SPROULS
109 E OLIVE ST
BLOOMINGTON, IL 61701-5219

***SHIP TO:***

CITY OF BLOOMINGTON
SCOTT SPROULS
109 E OLIVE ST
BLOOMINGTON, IL 61701-5219

**PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION**
**VIEW YOUR ORDER DETAILS ONLINE**

| **Invoice No:** | **10636966520** | **Customer No:** [redacted] | **Order No: 578300822** | **Page 2 of 2** |
|---|---|---|---|---|

| | | | |
|---|---|---|---|
| Purchase Order: | 12082022 | Sales Rep: | Brady Garber |
| Payment Terms: | Due 45 days from invoice date | Contract Code: | [redacted] |
| Due Date: | 01/22/2023 | Customer Agreement #: | |
| Invoice Date: | 12/08/2022 | Contract Name: | |
| Waybill Number: | MS-VIRTUAL | Shipped Via: | ELECTRONIC |
| Order Date: | 12/08/2022 | | |

For efficient and immediate access to your account details please visit https://mfm.dell.com/

**CONSENT AGENDA ITEM NO. 7.E**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve the Purchase of a 2023 Ford F-450 with Service Body, from Morrow Brothers Ford, in the Amount of $88,205.00, utilizing the State of Illinois Contract, as requested by the Public Works Department and the Public Works Department.

**RECOMMENDED MOTION**: The proposed Purchase be approved.

**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**: If approved, the City will purchase a 2023 Ford F-450 with Service Body Truck through a joint purchasing contract. The unit will be used by the Streets and Sewers Section of the Public Works Department, who is responsible for all street signs within the City, primarily for picking up signs and material from suppliers throughout the City. Additionally, the new unit will be used for construction-related road closures, work performed in the right-of-way by City crews, and road closures for special events.

Staff currently operate one bucket truck and one utility truck for road closures and special events. It is difficult to transport the equipment and materials with the bucket truck. The additional utility truck will improve the safety and efficiency associated with these operations. The bucket truck will continue to be used for other work tasks throughout the section that require its use. As this will be a new vehicle, there is not a vehicle to trade-in or auction.

The City is utilizing the State of Illinois Joint Purchasing Contract (Contract: #21-416CMS-BOSS4-P-29479 - valid through 11/5/2026) under which the State of Illinois has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for a formal solicitation.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: If approved, the vehicle with a cost of $88,205.00 will be purchased utilizing the Street Maintenance-Capital Outlay Licensed Vehicle account (10016120-72130). The total budgeted for this Item is $83,430. Stakeholders can locate this vehicle in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 294 and the FY 2023 Budget Book titled “Other Funds & Capital Improvement” on page 96.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities, and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

**ATTACHMENTS:**
PW 1B Quote_Redacted

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

December 15, 2022 Unit: S08

City of Bloomington
Rob Krones
PH: 309-434-2296
rkrones@cityblm.org

We have figured the following for your consideration.

**1-NEW 2023 FORD F450 Regular Cab 4x4 DRW Chassis**
**To include the following optional equipment:**
Z1 White Exterior, AS 40/20/40 Vinyl Seating
60" Cab to Axle, 76C Back-Up Alarm
FEM Fire Extinguisher, Total of 2 Keys w/Remotes
Limited Slip Rear Axle, TGK All-Terrain Tires (6)
18B Running Boards, 43C In Dash Charging
Whelen 54" Liberty II Lightbar w/TA
Drake-Scruggs BFX Service Body 114322-0
872 Back-Up Camera, Deliver to BPW
All other standard equipment

Illinois Government Price $88,205.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

[redacted]
Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

**CONSENT AGENDA ITEM NO. 7.F**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve the Purchase of a 2023 Ford F-250, from Morrow Brothers Ford, in the Amount of $49,990.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department.

**RECOMMENDED MOTION**: The proposed Purchase be approved.

**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**: If approved, the City will purchase a 2023 Ford F-250 through a joint purchasing contract and use it to replace Unit 708, which is a 2008 Ford F-250. This unit is used daily by the Parks Maintenance Division of the Parks and Recreation Department to haul mowers for park maintenance for the beautification of medians and boulevards and to haul other supplies to parks throughout the City.

The current unit is 14 years old and has 57,764 miles of use. The maintenance cost to date is $11,492.91. Repair issues with this unit have included turbo actuator, HVAC, EGR valve, brakes, alternator, tires, batteries, body electrical, radiator, engine belt, and tensioner.

The City is utilizing the State of Illinois Joint Purchasing Contract (Contract: #21-416CMS-BOSS4-P-29479 - valid through 11/5/2026) under which the State of Illinois has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for a formal solicitation.

Staff estimates the resale value of the 2008 Ford F250 (Unit 708) to be between $8,000 to $15,000 and requests that the replaced unit be declared surplus and sold on a public, online auction.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: If approved, the City will purchase a 2023 Ford F-250, from Morrow Brothers Ford, in the amount of $49,990.00 utilizing the IL State Joint Purchasing Contract. The Parks and Recreation Department has budgeted $35,880.00 for the purchase of the vehicle. The new unit will cost $49,990.00. It will be paid for using the Parks Maintenance-Capital Outlay Licensed Vehicle account (10014110-72130). Stakeholders can locate this in FY2023 Budget Book titled "Budget Overview & General Fund" on page 181 and the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on page 96.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal NE -2. Create a park and green space system that protects the environment and provides for a variety of active and passive recreational activities for current and future residents of Bloomington, Objective NE -2.1. Increase the diversity, quality, and quantity of tree cover and greenery throughout the City.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

**ATTACHMENTS:**
PW 2B Quote_Redacted

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

December 16, 2022

City of Bloomington
Rob Krones
309-434-2296
rkrones@cityblm.org

Unit 708

We have figured the following for your consideration.

**1-NEW 2023 FORD F250 Crew Cab 4x2 8' Bed**
**To include the following optional equipment:**
Z1 White Exterior, AS 40/20/40 Vinyl Seating
18B Running Boards
85S Spray in Bed Liner, FEM Fire Extinguisher
Total of 2 Keys w/Remotes, E-Locking Rear Axle
43C In Dash Outlet, 76C Back-Up Alarm
Whelen 4 Corner LED Warning, Delivery to BPW
All other standard equipment

Illinois Government Price $49,990.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

[redacted]

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

**CONSENT AGENDA ITEM NO. 7.G**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve the Purchase of One (1) Ford F-350 Service Body Truck, in the Amount of $76,738.00 and One (1) Ford F-350 Service Body Truck, in the Amount of $79,360.00, from Morrow Brothers Ford, for a Total of $156,098.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department.

**RECOMMENDED MOTION**: The proposed Purchase and Auction of the two vehicles be approved.

**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**: If approved, the City will purchase a Ford F-350 Service Body Truck through a joint purchasing contract and use it to replace Unit W11, which is a 2012 Ford F-350 Service Body Truck. The unit is used daily by the Water Mechanical Maintenance Division of the Public Works Department to make repairs to the Water Division's pump stations and remote facilities and to transport people and supplies. The current unit is 10 years old and has 45,231 miles. The maintenance cost to date is $15,576.71. Repair issues with this unit have included brakes, tires, HVAC, air bag system, body electrical, service body repairs, and battery.

In addition, the City will purchase a Ford F-350 Service Body Truck through a joint purchasing contract and use it to replace Unit W15, which is a 2011 Ford F-350 Pickup Truck with snowplow and salt spreader. The unit is used daily by the Water Mechanical Maintenance Section of the Public Works Department to make repairs to the Water Division's pump stations and remote facilities and to transport people and supplies. The current unit is 11 years old and has 78,755 miles. The maintenance cost to date is $33,816.24. Repair issues with this unit have included front u-joints, suspension, wheel bearings, steering, HVAC, starter, flywheel, brakes, engine belt and tensioner, transmission, tire, bed replacement, salt spreader, and snowplow.

The City is utilizing the State of Illinois Joint Purchasing Contract (Contract: #21-416CMS-BOSS4-P-29479 - valid through 11/5/2026) under which the State of Illinois has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for a formal solicitation.

Staff estimates the 2012 and 2011 Ford F350 vehicles will resale between $10,000 to $16,000 each and requests that the replaced units be declared surplus and sold on a public,

online auction.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: If approved, the City will purchase of one (1) Ford F-350 Service Body Truck, in the amount of $76,738.00 and one (1) Ford F-350 Service Body Truck, in the amount of $79,360.00, from Morrow Brothers Ford, for a total of $156,098.00 utilizing the IL State Joint Purchasing Contract. The Public Works Department has budgeted $97,631.00 for the purchase of these two vehicles for the Water Mechanical Maintenance Division. The new units, of which one will cost $76,738.00 and the other will cost $79,360.00, for a total of $156,098.00, will be paid using the Water Mechanical Maintenance-Capital Outlay Licensed Vehicle account (50100160-72130). During the fiscal year, items are often over or under budget in regards to machinery, equipment & vehicles. The Finance department monitors this to ensure that the City stays within the overall fund's budget. Stakeholders can locate this in the FY 2023 Budget Book titled “Other Funds & Capital Improvement” on pages 98 and 139.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

**ATTACHMENTS:**
PW 3B W11 Quote_Redacted
PW 3C W15 Quote_Redacted

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

December 16, 2022 Unit: W11

City of Bloomington
Rob Krones
PH: 309-434-2296
rkrones@cityblm.org

We have figured the following for your consideration.

**1-NEW 2023 FORD F350 Extended Cab 4x4 DRW Chassis**
**To include the following optional equipment:**
Z1 White Exterior, AS 40/20/40 Vinyl Seating
60" Cab to Axle, 96V Fog/Chrome, 76C Back-Up Alarm
FEM Fire Extinguisher, Total of 2 Keys w/Remotes
Limited Slip Rear Axle, TBM All-Terrain Tires
18B Black Platform Running Boards
872 Back-Up Camera, 43C In Dash Charging
KC108 Body Drake Quote Number 122922-0
Deliver to BPW, All other standard equipment

Illinois Government Price $79,360.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

[redacted]

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

December 15, 2022 Unit: W15

City of Bloomington
Rob Krones
PH: 309-434-2296
rkrones@cityblm.org

We have figured the following for your consideration.

**1-NEW 2023 FORD F350 Extended Cab 4x4 DRW Chassis**
**To include the following optional equipment:**
Z1 White Exterior, AS 40/20/40 Vinyl Seating
60" Cab to Axle, 76C Back-Up Alarm
FEM Fire Extinguisher, Total of 2 Keys w/Remotes
Limited Slip Rear Axle, TBM All-Terrain Tires
473 Plow Prep, 18B Running Boards
872 Back-Up Camera, 43C In Dash Charging
CDS CD ROM Service Manual, Snow Deflector
Western 9' Pro PLUS Plow, LED Plow Lights
Whelen 54" Liberty II Lightbar w/TA
CM 6 Compartment Service Body
LED Compartment Lighting
Deliver to BPW
All other standard equipment

Illinois Government Price $76,738.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

[redacted]

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

**CONSENT AGENDA ITEM NO. 7.H**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve the Purchase of a 2023 Ford F-250, from Morrow Brothers Ford, in the Amount of $56,488.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department and the Fire Department.

**RECOMMENDED MOTION**: The proposed Purchase be approved.

**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**: If approved, the City will purchase a 2023 Ford F-250 through a joint purchasing contract and use it to replace Unit F47, which is a 2015 Ford F-250 Pickup Truck. This unit is used daily by the Fire Department's Training Officer to travel to all City fire stations and the training tower for training and education of the City's Fire staff. The current unit is seven years old and has 91,498 miles. The maintenance cost to date is $9,378.36. Repair issues with this unit have included brakes, tires, wheel bearing, glass repair, steering, and battery.

The City is utilizing the State of Illinois Joint Purchasing Contract (Contract: #21-416CMS-BOSS4-P-29479 - valid through 11/5/2026) under which the State of Illinois has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for a formal solicitation.

Staff estimates the resale value of the 2015 Ford F250 to be between $8,000 to $15,000 and requests that the replaced unit be declared surplus and sold on a public, online auction.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: If approved, the City will purchase a 2023 Ford F-250, from Morrow Brothers Ford, in the amount of $56,488.00 utilizing the IL State Joint Purchasing Contract. The Fire Department has budgeted $55,751.00 for the purchase of the vehicle. This purchase will be paid for using the Fire Department-Capital Outlay Licensed Vehicle account (10015210-72130). Stakeholders can locate this in FY 2023 Budget Book titled "Budget Overview & General Fund" on page 239 and the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on page 97.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and**

**objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

**ATTACHMENTS:**
PW 4B Quote_Redacted

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038

WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

December 15, 2022

City of Bloomington
Rob Krones
309-434-2296
rkrones@cityblm.org

Unit F47

We have figured the following for your consideration.

**1-NEW 2023 FORD F250 Crew Cab 4x4 8' Bed**
**To include the following optional equipment:**
PQ Red Exterior, AS 40/20/40 Vinyl Seating
TBM All-Terrain Tires,18B Running Boards
Total of 2 Keys w/Remotes, E-Locking Rear Axle
43C In Dash Outlet, Cab High Fiberglass Topper
Delivery to BPW, All other standard equipment

Illinois Government Price $56,488.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

[redacted]

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

**CONSENT AGENDA ITEM NO. 7.I**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve the Purchase of Two (2) Ford F-350s, from Morrow Brothers Ford, in the Amount of $63,448.00 Each, for a Total of $126,896.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department and the Public Works Department.

**RECOMMENDED MOTION**: The Proposed Purchase and Disposal be approved.

**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**: If approved, the City will purchase a Ford F-350 through a joint purchasing contract and use it to replace Unit W05, which is a 2012 Ford F-350 Service Body Truck. The unit is used daily by the Water Transmission and Distribution Division of the Public Works Department to repair water mains, replace water valves, repair residents' service lines, and transport people and supplies. The current unit is 10 years old and has 67,755 miles. The maintenance cost to date is $10,675.84. Repair issues with this unit have included brakes, tires, starter, HVAC, and battery.

In addition, the City will purchase a Ford F-350 through a joint purchasing contract and use it to replace Unit W20, which is a 2012 Ford F-350 Service Body Truck. The unit is used daily by the Water Transmission and Distribution Division of the Public Works Department to repair water mains, replace water valves, repair residents' service lines, and transport people and supplies. The current unit is 10 years old and has 97,664 miles on it. The maintenance cost to date is $12,270.25. Repair issues with this unit have included brakes, tire, starter, HVAC, and battery.

The City is utilizing the State of Illinois Joint Purchasing Contract (Contract: #21-416CMS-BOSS4-P-29479 - valid through 11/5/2026) under which the State of Illinois has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for a formal solicitation.

Staff estimates that the two (2) 2012 Ford F350 vehicles will resale between $10,000 to $16,000 and requests that the replaced units be declared surplus and sold on a public, online auction.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: If approved, the City will purchase of two (2) Ford F-350s, from Morrow Brothers Ford, in the amount of $63,448.00 each, for a Total of $126,896.00 utilizing the IL State Joint Purchasing Contract. The Public Works Department has budgeted $92,431.00 for the purchase of the vehicles for the Water Transmission and Distribution Division. This purchase will be paid for using the Water Transmission and Distribution-Capital Outlay Licensed Vehicle account (50100120-72130). During the fiscal year, items are often over or under budget in regards to machinery, equipment & vehicles. The Finance department monitors this to ensure that the City stays within the overall fund's budget. Stakeholders can locate this in the FY 2023 Budget Book titled “Other Funds & Capital Improvement” on pages 98 and 126.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

**ATTACHMENTS:**
PW 5B Quote_Redacted

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

December 15, 2022

Units: W05 and W020

Quote for each vehicle is $63,448 - two identical vehicles. Total price is $126,896.

City of Bloomington
Rob Krones
PH: 309-434-2296
rkrones@cityblm.org

We have figured the following for your consideration.

**1-NEW 2023 FORD F350 Extended Cab 4x2 DRW Chassis**
**To include the following optional equipment:**
Z1 White Exterior, AS 40/20/40 Vinyl Seating
60" Cab to Axle, 76C Back-Up Alarm
FEM Fire Extinguisher, Total of 2 Keys w/Remotes
Limited Slip Rear Axle, 18B Running Boards
872 Back-Up Camera, 43C In Dash Charging
Whelen 54" Liberty II Lightbar w/TA
CM 6 Compartment Service Body
LED Compartment Lighting
Deliver to BPW
All other standard equipment

Illinois Government Price $63,448.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

[redacted]

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

**CONSENT AGENDA ITEM NO. 7.J**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve the Purchase of a 2023 Ford F-350 with Service Body, from Morrow Brothers Ford, in the Amount of $68,047.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department.

**RECOMMENDED MOTION**: The proposed Purchase be approved.

**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**: If approved, the City will purchase a 2023 Ford F-350 with Service Body through a joint purchasing contract and use it to replace Unit G11, which is a 2007 Ford F-350. This unit is used daily by the Fleet Maintenance Division of the Public Works Department to perform road service for the City's vehicles and equipment. In addition, it is used to pick up parts, transport shop personnel to and from dealerships and outside repair facilities, and power start vehicles and equipment throughout the City.

The current unit is 16 years old and has 65,771 miles of use. The maintenance cost to date is $25,599.71. Repair issues with this unit have included steering, body electrical, liftgate, batteries, brakes, leaf springs, HVAC, power start unit, engine injectors, engine belt and tensioner, alternator, and tires.

The City is utilizing the State of Illinois Joint Purchasing Contract (Contract: #21-416CMS-BOSS4-P-29479 - valid through 11/5/2026) under which the State of Illinois has negotiated with vendors for lower costs for fleet vehicles and equipment and followed all appropriate public entity procurement guidelines for a formal solicitation.

Staff estimates the resale value of Unit G11 (2007 Ford F-350) to be approximately $8,000 to $10,000 and requests that the replaced unit be declared surplus and sold on a public, online auction.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**:

If approved, the vehicle with a cost of $68,047.00 will be purchased utilizing the Fleet Management-Capital Outlay Licensed Vehicle account (10016310-72130). The total budgeted for this Item is $93,310. Stakeholders can locate this vehicle in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 304 and the FY 2023 Budget Book titled

“Other Funds & Capital Improvement” on page 97.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

**ATTACHMENTS:**
PW 6B Quote_Redacted

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038

WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

December 15, 2022 Unit: G11

City of Bloomington
Rob Krones
PH: 309-434-2296
rkrones@cityblm.org

We have figured the following for your consideration.

**1-NEW 2023 FORD F350 Regular Cab 4x4 SRW Chassis**
**To include the following optional equipment:**
Z1 White Exterior, AS 40/20/40 Vinyl Seating
60" Cab to Axle, 76C Back-Up Alarm
FEM Fire Extinguisher, Total of 2 Keys w/Remotes
Limited Slip Rear Axle, TBM All-Terrain Tires (4)
18B Running Boards, 43C In Dash Charging
Whelen 54" Liberty II Lightbar w/TA
1,500 lbs. Aluminum Platform Liftgate
CM 6 Compartment Service Body
LED Compartment Lighting
872 Back-Up Camera, Deliver to BPW
All other standard equipment

Illinois Government Price $68,047.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

[redacted]

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

**CONSENT AGENDA ITEM NO. 7.K**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve an Intergovernmental Agreement with the County of McLean for Booking Fees in the Amount of $27,720, as requested by the Police Department.

**RECOMMENDED MOTION**: The proposed Intergovernmental Agreement be approved.

**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**:

For several years an Intergovernmental Agreement ("IGA") has been in effect between the City of Bloomington and McLean County Sheriff's Department for retention, mug shots, booking and fingerprinting. This has proven to be an efficient and cost-effective booking procedure which has reduced the City's liability because incarcerated subjects are rarely kept in our facility.

The term of the agreement is January 1, 2023 - December 31, 2023, and is renewable on a year-to-year basis.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: The total cost of the agreement for one year is $27,720 ($2,310 per month). This cost is budgeted in the Police Department - Other Purchased Services account (10015110-70690). Funds are included in the FY 2023 Budget and the FY2024 Proposed Budget to cover the monthly fee. Stakeholders can locate the FY 2023 amount in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 226.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Jennifer Bielfeldt, Office Manager

**ATTACHMENTS:**
PD 2B Agreement_Redacted

**INTERGOVERNMENTAL AGREEMENT BETWEEN**
**THE COUNTY OF McLEAN**
**AND**
**THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the Illinois Constitution of 1970, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, in addition to the constitutional allowance for intergovernmental cooperation, the General Assembly has codified the ability of local units of government to enter into agreements to exercise authority in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.);

WHEREAS, the City of Bloomington (CITY) has requested the County of McLean (COUNTY) to provide booking services; and

WHEREAS, the County of McLean has booking facilities at the McLean County Detention Facility (MCDF).

NOW THEREFORE, the County of McLean and the City of Bloomington enter into an intergovernmental agreement with the following terms to make the booking facilities available to the City of Bloomington:

1 The COUNTY will perform booking services for the CITY, which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.

2 The City of Bloomington Police Department shall deliver any individuals taken into custody to the MCDF for booking. The CITY may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The CITY will complete the necessary paperwork for each person delivered for booking. The COUNTY will not accept any individuals needing or asking for medical care. The CITY will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The CITY shall have no responsibility for any individuals once they have been transferred to the COUNTY for booking, beyond that which may be required by statute.

3 The COUNTY shall have full responsibility for all individuals delivered for booking by the CITY. This responsibility shall include the cost of any medical care administered during the booking process.

4 The COUNTY will indemnify and hold the CITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the COUNTY, its employees and/or agents during the course of booking any individual for the CITY pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5 The CITY will indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the CITY, its employees or agents prior to transferring an individual to the COUNTY for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

6 The CITY will pay the COUNTY at an annual rate of Twenty-Seven Thousand Seven Hundred and Twenty Dollars and no Cents ($27,720.00) per year for booking services. The CITY will pay this fee regardless of whether it uses the COUNTY's booking services during any particular month and regardless of the number of individuals it delivers to the COUNTY for booking.

7 Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Three Hundred and Ten Dollars and no Cents ($2,310.00) at the first of each month.

8 The COUNTY may terminate this agreement at any time when payments required hereunder have not been paid. The COUNTY is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the CITY may not terminate this agreement without giving the COUNTY six (6) months' notice of its intent to terminate.

9 This agreement shall be in effect from January 1, 2023 through December 31, 2023. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

10 All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Jamal Simington, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Hadley Welsch, Chief Deputy
McLean County Sheriff's Department 104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

With Copies to:
County Administrator
115 E. Washington Street, Rm.401
Bloomington, IL 61701

11 Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.

12 This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

13 The relationship of each party to the other under this Agreement shall be that of Independent Contractor.

14 The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.

15 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

16 This Agreement may not be assigned by either party without the prior written consent of the other party.

17 This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.

18 This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED

Mboka Mwilambwe, Mayor, City of Bloomington — Date

Jamal Simington, Chief of Police, City of Bloomington — Date

Tim Gleason, City Manager, City of Bloomington

ATTEST:

Leslie Yocum, City Clerk, City of Bloomington — Date

APPROVED:

[redacted]

John McIntyre, Chairman, Mclean County Board — December 15, 2022 Date

[redacted]

Matt Lane, Sheriff of Mclean County — December 20, 2022 Date

ATTEST:

Kathy Michael

Kathy Michael, Clerk of the County Board of McLean County, IL — December 15, 2022 Date

**CONSENT AGENDA ITEM NO. 7.L**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: Ward 1

**SUBJECT**: Consideration and Action to Approve an Ordinance Accepting Ownership of the Real Estate Located at 308 West Stewart Street, Bloomington, Illinois, and Conveying Said Real Estate to Habitat for Humanity, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION**: The proposed Ordinance be approved.

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

**STRATEGIC PLAN SIGNIFICANCE**:
Objective 4a. Residents feeling safe in their homes and neighborhoods

**BACKGROUND**:

The owners of the subject property, 308 West Stewart Street, were sent a violation notice to appear in Administrative Court due to the dilapidated condition of the house on the premises. Among other things, the building's roof had caved in. The owners appeared in Administrative Court and stated they could not afford the costs of repairing or demolishing the building. The owners contacted Habitat for Humanity to see if they would be willing to accept the property as a donation. Habitat is unable to accept the property unless the building has been demolished.

The City receives funds from the Illinois Housing Authority to demolish buildings that are deemed dangerous and unsafe. The proposed Ordinance provides for the City to accept the subject property from the owners and, following demolition of the building, convey the property to Habitat for Humanity.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: Habitat for Humanity

**FINANCIAL IMPACT**: If approved, the property will be deeded to the City and demolished in accordance with policies and procedures of the Illinois Housing Development Authority's ("IHDA") Strong Communities Program. A budget transfer to move funds from the IHDA-APP Demolition account (22502520-70651-56000) to the IHDA-SCP Demolition account (22502520-70651-56100) where the demolition expense will be paid. Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on page 28. The average demolition cost for a house this size is approximately $20,000-$25,000. Sufficient funds are available in the IHDA budget to cover this expense.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**<u>COMMUNITY DEVELOPMENT IMPACT</u>: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Michael Sinnet, Community Enhancement Division Manager

**ATTACHMENTS:**
E&CD 1B Ordinance

ORDINANCE NO. 2023 - _____

AN ORDINANCE ACCEPTING OWNERSHIP OF THE REAL ESTATE LOCATED AT 308 WEST STEWART STREET, BLOOMINGTON, ILLINOIS, AND CONVEYING SAID REAL ESTATE TO HABITAT FOR HUMANITY

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

Section 1. The City accepts ownership of the real estate located at 308 West Stewart Street, Bloomington, Illinois, PIN NO. 21-09-336-001 (the subject property).

Section 2. Following demolition of the dangerous and unsafe structure on the subject property, the City is hereby authorized to convey the subject to Habitat for Humanity at no cost to said Organization in order that it may be used to provide affordable housing.

Section 3. The Mayor and City Clerk shall be and are hereby directed and authorized to execute the necessary documents as provided by law.

Section 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect after its approval and publication as required by law.

PASSED this 9 day of January 2023.

APPROVED this ____ day of January 2023.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

**CONSENT AGENDA ITEM NO. 7.M**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve Updates to the John M. Scott Health Care Commission's Grants Program Policies and Procedures, as requested by the Economic & Community Development Department.

**RECOMMENDED MOTION**: The proposed Policies and Procedures be approved.

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

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

**BACKGROUND**: The John M. Scott Health Care Commission ("Commission") grant program is divided into three different funding categories: Category I (General Operating Grants), Category II (Community Health Priority Grants), and Category III (Emergent Need Grants). Since the John M. Scott Trust ("Trust") program became a grant-based model, the third funding category was not utilized as effectively as the first two categories of funding. For the past eighteen months, the Commission, along with City staff, have worked to revise the third grant funding category. This process included requesting and receiving feedback from organizations interested in smaller grant funding opportunities related to health care needs in the community.

The revisions primarily focus on separating the third category into Emergent Need and Emergency Need funding. Emergent Need requests are defined as health care needs that organizations address with innovative or targeted programs that align with the Trust. Emergency Need requests are defined as an unexpected need or event that causes an unexpected increase in service demand, a gap in services, or a service cost related to a program. The updated policies and procedures also added information that will help the Commission and staff operate the Category III funding program. Funding priorities for this funding category will be determined by the Commission on an annual basis. Additional changes clarified aspects of the other categories of funding and revised Categories I and II funding timeline to more accurately reflect the process now that the Commission has more experience operating the grant program.

Approval of these changes by the Commission occurred on October 26, 2022. The updated and most recent version of the Grants Program Policies and Procedures are attached.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: The John M. Scott Health Care Commission and various non-profit organizations are currently providing or hoping to provide health care related services.

**FINANCIAL IMPACT**: All expenses are paid from the John M. Scott Health Care Trust and have no direct impact on the City's General Fund.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: CWB-3 Develop a coordinated and efficient system of services that address comprehensive needs of children, families and communities.

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

**ATTACHMENTS:**
E&CD 1B 2022 Revised JMS Health Care Trust Grants Program Policies and Procedures Draft
E&CD 1C JMS Health Care Trust Grants Program Policies and Procedures 2019 Adopted Version

# GRANT PROGRAM POLICIES

## Program Overview

John M. Scott was an Illinois Supreme Court Justice who resided in McLean County from the mid to late 1800s. Although John M. Scott married and had children, he survived his heirs. At his passing in 1898, his Last Will and Testament directed his estate be used to ensure health care in the community, specifically for those with limited financial means. John M. Scott envisioned a community where everyone would have access to quality health care without regard to the person's sex, age, nationality, religious beliefs, or ability to pay. In 1981, the City of Bloomington was named Trustee for the John M. Scott Health Care Trust, created to further John M. Scott's mission.

## Program Purpose

The John M. Scott Health Care Trust (Trust) (amended on July 2, 2018) states "the primary purpose of the Trust is to provide grants to financially support organizations and initiatives that prevent illness and promote the health and well being of McLean County residents who have limited access to health care or inability to pay for needed health care services".

The purpose of the John M. Scott Health Care Trust Grant Program is to make grants to qualified organizations that support the health care needs of income qualified individuals who 1) are underserved by the mainstream health care system and 2) reside in McLean County (see "Eligibility"). The Trust does not provide funds directly to individuals. Grants funded through the Trust will address health care needs that are demonstrably underfunded or unfunded by resources and are not intended to supplant existing funds. Proposals that address priority areas of the most recent McLean County Community Health Needs Assessment (CHNA) and/or demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

## Funding Availability

Refer to the John M. Scott Health Care Trust Financial Policies and Procedures.

## Funding Cycle

The fiscal year for the John M. Scott Health Care Trust Grant Program is May 1 – April 30.

## Policy Review

This grant policy will be reviewed by the Trustees at least every five years.

## Types of Grants

Organizations can apply for funding under one or more of the following grant categories:

<u>Category I -- General Operating Grants</u>

Organizations that provide health care services to traditionally underserved populations should apply for funding under this category. Organizations can request funding for up to three years to support their general operating costs, including overhead. Multi-year grants will be distributed in installments on an annual basis (based on the John M. Scott Commission's fiscal year, May 1—April 30. Continued funding



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of a multi-year grant will be based on the grantee's compliance with reporting and other requirements in the previous year, success with outcomes, and availability of funds.

Category II – Community Health Priority Program Grants

Organizations seeking funding for ongoing or emerging programs addressing the top priority areas identified in the most recent McLean County Community Health Needs Assessment (CHNA) and the subsequent McLean County Community Health Improvement Plan (CHIP) should apply for funding under this category. Proposals that demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

Both program and capital requests are allowed for this category. Any capital request associated with permanent facility improvements must be for a facility that a qualifying organization owns.

Funding is limited to one year of program support through this category, but recipients may reapply annually if they remain in good standing and have met all related reporting requirements.

Copies of the McLean County CHNA and CHIP can be found at:
https://health.mcleancountyil.gov/ArchiveCenter/ViewFile/Item/386.

Category III – Emergent and Emergency Need Grants

Organizations seeking funding for emergent needs or emergency needs should apply for funding under this category. Emergency need requests are defined as an unexpected need or event that causes an unexpected increase in service demand, a gap in services, or a service cost related to a program. Emergent need requests are defined as needs that organizations address with innovative or targeted programs that align with the Trust. These grants fall below the minimum request threshold of Category II grants. Category III Emergency Need grants shall be available on a rolling application basis.

## Distribution of Funds Among Categories

Based on recommendations from the Grant Committee, the percentage of funding for each category will be determined annually by the Commission prior to the beginning of the grant cycle except for Category III grants. Category III funding will be the higher amount of either two percent of the annual funding amount or $25,000.00.

## Disbursement of Unspent Funds

Budgeted, unspent funds within any fiscal year may be allocated to the subsequent fiscal year or returned to the Trust at the Commission's discretion.

# GRANT PROGRAM PROCEDURES

## Eligibility

Organizations

Grant recipient(s) awarded funding through the Trust must:

- Be a tax exempt organization per Section 501(c)3 of the Internal Revenue Code (including faith

based organizations) or a local or county unit of government,
- Align with the funding goals of the John M Scott Health Commission;
- Have sound financial management policies in place and demonstrate good stewardship of resources;
- Ensure John M. Scott Grant Program funds are used to serve clients that meet the following qualifications:
    - McLean County residency;
    - Annual income at or below 185% of the annual Federal Poverty Guidelines found at: https://aspe.hhs.gov/poverty guidelines

- Comply with the John M Scott Health Commission's non-discrimination policy that includes age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from military service, criminal record, or any other basis prohibited by federal state or local law. The organization should also have a procedure for handling discrimination complaints.
- Proposals for a collaboration among more than one organization should plan to designate a single fiscal agent to receive John M. Scott Grant funds. The fiscal agent will be responsible for allocating funds among collaborative partners and submitting reports to the Commission.

Expenses

Eligible expenses funded through the Trust may include but not be limited to:
- Overhead costs
- Personnel costs
- Medication, and medical supplies including durable medical equipment
- Program costs for prevention, education, and intervention programs
- Costs for services targeting social determinants of health such as defined by the Centers for Disease Control (see https://www.cdc.gov/socialdeterminants/research/index.htm) as agreed upon by Commissioners.
- Capital costs (as defined by the Commission)

## Grant Committee and Review Process

## Grant Committee

The Grant Committee will be chaired by the Health Care Commission Vice Chairperson or a designee and be responsible for recommendations to the Commission on funding policies, community needs, and allocation of grant funds. The Committee shall be comprised of no less than 4 Commissioners. Ad Hoc Committee members may be added as needed for additional expertise. The Grant Committee will provide oversight for the annual grant program.

All members of the Grant Committee will review all grant requests. Committee members will recuse themselves as needed to avoid any conflicts of interest. A standardized rubric will be used to review and score applications. The Committee will review the rankings and develop a grant funding proposal to present to the full Commission for recommendation to the Trustees.

## Grant Procedures Review

The Grant Committee will be responsible for annual review of the grant procedures and funding



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timelines prior to the beginning of the grant cycle.

## Funding Guidelines

When developing parameters for the annual grant program, the following guidelines should be considered:

The Grants Committee will recommend to the Commission the percentage of funding for each grant category for the new fiscal year. This will generally occur before the City Staff Administrator submits the request to the City's Finance Department as a part of the annual budget process.

## Estimated Annual Funding Timeline for Category I and II Grants

| | |
|---|---|
| September | Application window opens via the approved grants management software. |
| October | Applications due<br>*Applications must be submitted via the approved grants management software. Paper applications will not be accepted. Technical assistance will only be provided on issues related to the online submission process.* |
| October-November | Grant Committee review period<br>*The Committee will develop a final grant funding proposal for presentation to the full Commission.* |
| December | Full Commission review complete<br>*The Commission approved annual grant funding proposal will go to the Trustee for final approval.* |
| January | Trustee final approval complete |
| January | Grant recipients notified/ Grant Agreements sent |
| April | Grant Agreements due |
| May 1 | Funding year begins |
| November 30 | Mid-year report due<br>*Each recipient of Trust funding is required to submit a mid-year progress report for the May 1 – October 31 time period by the due date via the approved grants management software.* |
| April 30 | Funding period ends. |
| May 30 | Final report due<br>*Each recipient of Trust funding is required to submit a final year-end report for the May 1 – April 30 time period by the due date* via the approved grants management software. |

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## Estimated Annual Funding Timeline for Category III Grants

| | |
|---|---|
| January | Application window opens via the approved grants management software. |
| February | Applications due<br>*Applications must be submitted via the approved grants management software. Paper applications will not be accepted. Technical assistance will only be provided on issues related to the online submission process.* |
| February-March | Grant Committee review period<br>*The Committee will develop a final grant funding proposal for presentation to the full Commission.* |
| March | Full Commission review complete<br>*The Commission approved annual grant funding proposal will go to the Trustee for final approval.* |
| April | Trustee final approval complete |
| April | Grant recipients notified/ Grant Agreements sent |
| May 1 | Grant Agreements due |
| May 1 | Funding year begins |
| November 30 | Mid-year report due<br>*Each recipient of Trust funding is required to submit a mid-year progress report for the May 1 – October 31 time period by the due date via the approved grants management software.* |
| April 30 | Funding period ends. |
| May 30 | Final report<br>*Each recipient of Trust funding is required to submit a final year-end report for the May 1 – April 30 time period by the due date via the approved grants management software.* |

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# GRANT PROGRAM POLICIES

## Program Overview

John M. Scott was an Illinois Supreme Court Justice who resided in McLean County from the mid- to late-1800s. Although John M. Scott married and had children, he survived his heirs. At his passing in 1898, his Last Will and Testament directed his estate be used to ensure health care in the community, specifically for those with limited financial means. John M. Scott envisioned a community where everyone would have access to quality health care without regard to the person's sex, age, nationality, religious beliefs, or ability to pay. In 1981, the City of Bloomington was named Trustee for the John M. Scott Health Care Trust, created to further John M. Scott's mission.

## Program Purpose

The John M. Scott Health Care Trust (Trust) (amended on July 2, 2018) states "the primary purpose of the Trust is to provide grants to financially support organizations and initiatives that prevent illness and promote the health and well-being of McLean County residents who have limited access to health care or inability to pay for needed health care services".

The purpose of the John M. Scott Health Care Trust Grant Program is make grants to qualified organizations that support the health care needs of income-qualified individuals who 1) are underserved by the mainstream health care system and 2) reside in McLean County (see "Eligibility"). The Trust does not provide funds directly to individuals. Grants funded through the Trust will address health care needs that are demonstrably underfunded or unfunded by resources, and are not intended to supplant existing funds. Proposals that address priority areas of the most recent McLean County Community Health Needs Assessment (CHNA) and/or demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

## Funding Availability

Refer to the John M. Scott Health Care Trust Financial Policies and Procedures.

## Funding Cycle

The fiscal year for the John M. Scott Health Care Trust Grant Program is May 1 – April 30.

## Policy Review

This grant policy will be reviewed by the Trustees at least every five years.

## Types of Grants

Organizations can apply for funding under one or more of the following grant categories:

**Category I - General Operating Grants**

Organizations that provide health care services to traditionally underserved populations should apply for funding under this category. Organizations can request funding for up to three years to support their general operating costs, including overhead. Multi-year grants will be distributed in installments on an annual basis (based on the John M. Scott Commission's fiscal year, May 1 - April 30). Continued funding

of a multi-year grant will be based on the grantee's compliance with reporting and other requirements in the previous year, success with outcomes, and availability of funds.

**Category II – Community Health Priority Program Grants**
Organizations seeking funding for on-going or emerging programs addressing the top priority areas identified in the most recent McLean County Community Health Needs Assessment (CHNA) and the subsequent McLean County Community Health Improvement Plan (CHIP) should apply for funding under this category. Proposals that demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

Funding is limited to one year of program support through this category, but recipients may reapply annually if they remain in good standing and have met all related reporting requirements.

Copies of the McLean County CHNA and CHIP can be found at:
https://health.mcleancountyil.gov/ArchiveCenter/ViewFile/Item/386.

**Category III – Emergent Need Grants**
Organizations or community initiatives seeking funding for unexpected needs or emergency events may apply for funding under this category. Grants in this category are typically smaller and non-renewable.

## Distribution of Funds Among Categories
Based on recommendations from the Grant Committee, the percentage of funding for each category will be determined annually by the Commission prior to the beginning of the grant cycle.

## Disbursement of Unspent Funds
Budgeted, unspent funds within any fiscal year may be allocated to the subsequent fiscal year or returned to the Trust.

# GRANT PROGRAM PROCEDURES

## Eligibility

**Organizations**
Grant recipient(s) awarded funding through the Trust must:

- Be a tax-exempt organization per Section 501(c)3 of the Internal Revenue Code (including faith-based organizations) or a local or county unit of government,
- Align with the funding goals of the John M Scott Health Commission;
- Have sound financial management policies in place and demonstrate good stewardship of resources;
- Ensure John M. Scott Grant Program funds are used to serve clients that meet the following qualifications:
    - McLean County residency;

- Annual income at or below 185% of the annual Federal Poverty Guidelines found at: https://aspe.hhs.gov/poverty-guidelines

- Comply with the John M Scott Health Commission's non-discrimination policy that includes age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from military service, criminal record, or any other basis prohibited by federal state or local law. The organization should also have a procedure for handling discrimination complaints.
- Proposals for a collaboration among more than one organization should plan to designate a single fiscal agent to receive John M. Scott Grant funds. The fiscal agent will be responsible for allocating funds among collaborative partners and submitting reports to the Commission.

**Expenses**

Eligible expenses funded through the Trust may include but not be limited to:

- Overhead costs
- Personnel costs
- Medication, and medical supplies including durable medical equipment
- Program costs for prevention, education, and intervention programs
- Costs for services targeting social determinants of health such as defined by the Centers for Disease Control (see https://www.cdc.gov/socialdeterminants/research/index.htm) as agreed upon by Commissioners.

## Grant Committee and Review Process

## Grant Committee

The Grant Committee will be chaired by the Health Care Commission Vice-Chairperson or a designee and be responsible for recommendations to the Commission on funding policies, community needs, and allocation of grant funds. The Committee shall be comprised of no less than 4 Commissioners. Ad Hoc Committee members may be added as needed for additional expertise. The Grant Committee will provide oversight for the annual grant program.

All members of the Grant Committee will review all grant requests. Committee members will recuse themselves as needed to avoid any conflicts of interest. A standardized rubric will be used to review and score applications. The Committee will review the rankings and develop a grant funding proposal to present to the full Commission for recommendation to the Trustees.

## Grant Procedures Review

The Grant Committee will be responsible for annual review of the grant procedures and funding timelines prior to the beginning of the grant cycle.

## Funding Guidelines

When developing parameters for the annual grant program, the following guidelines should be considered:

After budget approval, the Grant Committee will recommend to the Commission the percentage of funding for each grant category for the new fiscal year. This will generally occur at the first meeting after adoption of the new fiscal budget by the Trustees.

## Funding Timeline

| | |
|---|---|
| July 31 | Application window opens via the approved grants management software. |
| August 31 | Applications due at 4pm<br>*Applications must be submitted via the approved grants management software. Paper applications will not be accepted. Technical assistance will only be provided on issues related to the online submission process.* |
| September 1 - 30 | Grant Committee review period<br>*The Committee will develop a final grant funding proposal for presentation to the full Commission at the October meeting.* |
| October 31 | Full Commission review complete<br>*The Commission-approved annual grant funding proposal will go to the Trustee for final approval no later than November 30.* |
| November 30 | Trustee final approval complete |
| January 15 | Grant recipients notified/ Grant Agreements sent |
| April 1 | Grant Agreements due |
| May 1 | Funding year begins |
| December 15 | Mid-year report due by 4pm<br>*Each recipient of Trust funding is required to submit a mid-year progress report for the May 1 – October 31 time period by December 15 via the approved grants management software.* |
| April 30 | Funding period ends. |
| June 15 | Final report due by 4pm<br>*Each recipient of Trust funding is required to submit a final year-end report via the approved grants management software for the May 1 – April 30 time period by June 1*5. |

**CONSENT AGENDA ITEM NO. 7.N**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: Ward 3

**SUBJECT**: Consideration and Action on an Application from Around the Corner, Inc., d/b/a DR McKay's Bar & Grill, located at 909 N. Hershey Rd., Unit 2, requesting Approval of a Change of Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

**RECOMMENDED MOTION**: The Change of Ownership be approved.

**STRATEGIC PLAN LINK**:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE**:
Objective 3a. Retention and growth of current local businesses
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

**BACKGROUND**: Around the Corner, Inc. (Applicant), located at 909 N. Hershey Rd., Unit 2, holds a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license. On May 21, 2021, the Liquor Commissioner approved a change of ownership involving a Stock Purchase Agreement between Rachel Jones and Gary Biddle. As part of the Agreement, Mrs. Jones would purchase Mr. Biddle's shares over time. At this time, Mrs. Jones is prepared to purchase the remainder of Mr. Biddle's shares to become the sole owner of Around the Corner, Inc.

The City Code requires that when there has been more than a 5% change in ownership of a corporate license holder, the change must be approved by the Liquor Commission in order for the change of ownership to be valid and the applicable license remain active. On December 13, 2022, the Liquor Commission voted positively to approve the change and to recommend to the City Council approval of the new license. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: In accordance with City Code, on December 5, 2022, a public notice was published in The Pantagraph. 35 notices were mailed to properties adjacent to the applicant property.

**FINANCIAL IMPACT**: The current annual license fee for a Class TAS liquor license is $3,300, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment’s responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

**ATTACHMENTS:**
CLK 3B Change of Ownership Application
CLK 3C DRAFT 12152022 Liquor Commission Regular Meeting Minutes

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Will F. Costigan
1886-1956

Fred W. Wollrab
1891-1971

James C. Wollrab
1919-1989

Paul R. Welch
1936-2004

William F. Costigan
1926-2014

April 20, 2021

The Honorable Tari Renner
Mayor, City of Bloomington
Chairman, City Liquor Commission
109 East Olive Street
Bloomington, Illinois 61701

*Re: Around the Corner, Inc. Liquor License*

Dear Mayor Renner:

I very much hope that this letter finds you well. This letter is being written to you in your capacity as the Chairman of the Bloomington Liquor Commission. Please be advised that my office represents Rachel Jones and Around the Corner, Inc. d/b/a Dr. McKay's Bar and Grill. On or about July 1, 2020, Mrs. Jones and her late husband, Donald A. Jones, entered into a Stock Purchase Agreement (hereinafter referred to as the "Agreement") with Gary Biddle to purchase his fifty-one percent (51%) of the shares in Around the Corner, Inc. over a period of time not to exceed five (5) years. At the time of the Agreement, Donald A. Jones owed forty-nine percent (49%) of the shares of Around the Corner, Inc.

Tragically, Mr. Jones passed away on January 20, 2021. As a result of his passing, arrangements are underway to transfer his forty-nine percent (49%) shareholder interest in Around the Corner, Inc. to Rachel Jones. Mrs. Jones also continues to be a party to the Agreement with Gary Biddle for purchase of his fifty-one percent (51%) shareholder interest. Enclosed herein, you will find a copy of Mr. Jones' Death Certificate, the Agreement, March 6, 2021 Corporate Board Minutes naming Mrs. Jones as President of Around the Corner, Inc., Mrs. Jones' fingerprint application, and Mrs. Jones Drivers' License.

Ultimately, please accept this letter as placing the City of Bloomington on notice of a change in ownership of an establishment serving liquor within its jurisdiction. Please advise if the City of Bloomington requires any additional documents to ensure the continuity of Around the Corner, Inc. d/b/a Dr. McKay's Bar and Grill's operations.

Very Truly Yours,

Costigan & Wollrab, P.C.

[redacted]

Robert W. Porter

Enclosures

CC: Mr. George Boyle, *with enclosures*
Ms. Amanda Mohan, *with enclosures*
Mrs. Rachel Jones

# STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the 1st day of July, 2020, by and between Gary Biddle (hereinafter referred to as "Biddle"), as fifty-one percent (51%) shareholder of Around the Corner, Inc., an Illinois Corporation (hereinafter referred to as "Around the Corner, Inc."), and Donald Jones and Rachel Seip Jones (hereinafter collectively referred to as "Jones").

## RECITALS

WHEREAS, Biddle owns five hundred one (501) shares of Around the Corner, Inc. common stock, which shares constitute fifty-one percent (51%) of the issued and outstanding shares of common stock of Around the Corner, Inc.;

WHEREAS, Around the Corner, Inc. owns and operates Dr. McKays Bar & Grill, which is a restaurant and bar establishment serving customers throughout Bloomington, Illinois and Normal, Illinois;

WHEREAS, Around the Corner, Inc. is indebted to Biddle in the sum of [redacted] which sum Biddle previously loaned to Around the Corner, Inc.;

WHEREAS, Biddle desires to sell to Jones, and Jones desires to purchase from Biddle, Biddle's five hundred one (501) shares of the issued and outstanding common stock of Around the Corner, Inc., in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements herein contained, the parties hereto agree as follows:

1. SALE OF SHARES

A. On the Closing Date, as hereinafter defined, Biddle agrees to sell, assign, transfer, convey, and deliver to Jones all right, title, and interest in and to five hundred one (501) shares of

the issued and outstanding common stock of Around the Corner, Inc., as set forth above, and Jones agrees to purchase from Biddle said shares.

2. PURCHASE PRICE AND FINANCING

A. Purchase Price. Jones shall pay to Biddle the sum of [redacted] for the purchase of Biddle's five hundred one (501) shares of the issued and outstanding common stock of Around the Corner, Inc. This sum shall constitute repayment of the loan that Biddle extended to Around the Corner, Inc. as identified in the Recitals, above.

B. Payment of Purchase Price. The Purchase Price shall be payable as follows:

(a) Around the Corner, Inc. currently leases, and shall continue to lease, video gaming machines as defined by 230 ILCS 40, *et seq.* (hereinafter referred to as "video gaming machines"). Jones shall pay to Biddle the sum of fifteen percent (15%) of all gross revenues generated from said video gaming machines for each month for a period of time not to exceed the lesser of five (5) years or the point in time in which Biddle has received [redacted]

(b) On July 1, 2020, Jones shall tender to Biddle a sum equivalent to fifteen percent (15%) of all gross revenue generated by said video gaming machines during the previous calendar month. Thereafter, Jones shall tender to Biddle a sum equivalent to fifteen percent (15%) of all gross revenue generated by said video gaming machines, during the previous calendar month, on the first (1st) day of each month until the earlier of July 1, 2025 or at the point in time in which Biddle has received [redacted]

[redacted] Biddle shall be entitled to any and all documentation relating to the receipts and gross and net revenues generated by said video gaming machines within two (2) business days of his request from Jones of the same.

(c) On the date of Closing, Jones as authorized representative of Around the Corner, Inc. shall deliver a Promissory Note to Biddle in the sum of [redacted] bearing no interest. This Promissory Note shall have a term not exceeding five (5) years. Payment shall commence on July 1, 2020 and subsequent payments shall be made on the first (1st) day of each month until the earlier of July 1, 2025 or at the point in time in which Biddle has received [redacted] Said Promissory Note is attached hereto as Exhibit 2.

3. CLOSING

A. Closing Date. The closing of this transaction shall take place at the offices of Costigan & Wollrab, P.C., on or before July 1, 2020. This date is herein called the "Closing Date" or the "Effective Date." At closing, Biddle will deliver to Jones a stock certificate representing the five hundred one (501) shares of common stock of Around the Corner, Inc. as more fully described in Section A hereof, duly endorsed or with stock powers attached thereto. Jones will simultaneously deliver to Biddle the Promissory Note for [redacted] as set forth in Section B herein. Jones will then tender the shares, with a stock power endorsed in blank, to Costigan & Wollrab, P.C., as Escrowee, pursuant to the Pledge Agreement executed contemporaneously with this Agreement, a copy of

which is attached hereto as Exhibit 3.

B. Conditions of Closing. The transaction herein contemplated is subject to the following:

(a) Jones' delivery of the Promissory Note for [redacted] and

(b) Jones' receipt of the stock certificate for five hundred one (501) shares duly endorsed by Biddle and then tendered by Jones with a stock power endorsed in blank to Costigan & Wollrab, P.C. as Escrowee pursuant to Jones' pledge of stock as security for the payment as delineated in Section B, above.

4. CONDITIONS PRECEDENT TO BIDDLE'S OBLIGATIONS

A. Compliance by Jones. All of the terms and conditions of this Agreement shall be complied with and performed in all material respects.

B. Legal Proceedings. No action or proceeding shall have been commenced against Jones relating to this Agreement or the transactions contemplated thereby.

5. CONDITIONS PRECEDENT TO JONES' OBLIGATIONS

A. Compliance by Around the Corner, Inc. All of the terms and conditions of this Agreement to be complied with and performed by Biddle and/or Around the Corner, Inc. at or before the Effective Date shall have been complied with and performed in all material respects, and the representations, warranties, covenants, and agreements made by Biddle in this Agreement shall be true and correct in all material respects at and as of the Effective Date with the same force and effect as though such representations, warranties, covenants, and agreements were made at and as of the Effective Date.

B. Legal Proceedings. No action or proceeding shall have been commenced against Around the Corner, Inc. relating to this Agreement or the transactions contemplated hereby except as disclosed on Exhibit 1 attached hereto.

6. COVENANTS AND AGREEMENTS

A. Around the Corner, Inc. agrees from the date of this Agreement to the Closing Date, except as permitted by this Agreement or otherwise consented to or approved in writing by Jones:

(a) The business of Around the Corner, Inc. shall be conducted only in the ordinary course and consistent with past practices except that Around the Corner, Inc. shall take such action as may be necessary to preserve its material properties and assets, and to comply with all applicable laws, ordinances, regulations, and orders of all governmental agencies and other regulatory authorities;

(b) Around the Corner, Inc. shall not (i) amend its articles of incorporation or bylaws; (ii) change the number of authorized shares of its capital stock; or (iii) declare, set aside, or pay any dividend or other distribution or payment in cash, stock, or property in respect of shares of capital stock of Around the Corner, Inc.;

(c) Around the Corner, Inc. shall not (i) issue, grant, sell, or pledge or agree or propose to issue, grant, sell, or pledge any shares of, or rights of any kind to acquire any shares of, the capital stock of Around the Corner, Inc.; (ii) except for purchases of equipment acquired in the ordinary course of business, purchase or make any acquisition of assets; (iii) dispose of,

encumber, or mortgage any assets or properties that, individually or in the aggregate, are material to Around the Corner, Inc.; (iv) incur any debt, liability, or obligation, direct or indirect, whether accrued, absolute, contingent, or otherwise, other than (a) current liabilities incurred in the ordinary course of business and consistent with past practices, and (b) liabilities under new or existing insurance contracts entered into in the ordinary course of business and consistent with past practices; (v) make any loan or advance to any individual, firm, or corporation; (vi) assume, guarantee, or in effect guarantee (through an agreement to take or pay or otherwise) the obligations of any person; or (vii) waive, release, grant, or transfer any rights of material value, cancel, compromise, release or assign any indebtedness owed to it or any claims held by it, or modify or change in any material respect any material existing license, lease, contract, or other document, other than in the ordinary course of business;

(d) Around the Corner, Inc. shall preserve intact its business organization and use its best efforts to keep available the service of it and key employees and to preserve the goodwill of those having business relationships with it;

(e) Around the Corner, Inc. shall not cause or permit any of its current insurance contracts to be canceled or terminated or any of the coverage thereunder to lapse, unless simultaneously with that cancelation, termination, or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated, or lapsed policies for substantially similar premiums are in full force and effect; and

(g) Around the Corner, Inc. shall not enter into any agreement or commitment that would otherwise be a violation of the terms of this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF BIDDLE

A. Title and Authority. Biddle is the unqualified and unconditional owner of five hundred one (501) shares of Around the Corner, Inc., and has the full right and authority to sell and transfer all such shares to Jones at the Closing Date, as herein provided, free and clear of any lien, encumbrance, equity, or claim of any kind.

B. Capitalization. There are five hundred one (501) issued and outstanding shares of no par value common stock owned by Biddle as the sole shareholder. All of the issued and outstanding shares of capital stock of Around the Corner, Inc. are duly authorized, validly issued, fully paid, and non-assessable. There are no outstanding subscriptions, warrants, options, or rights requiring the issuance of any additional shares of capital stock of Around the Corner, Inc. All of the outstanding shares have been issued in full compliance with all applicable laws of the State of Illinois.

C. Tax Returns and Taxes. Around the Corner, Inc. has filed all Federal and State Tax Returns and Reports and such other Tax Returns and Reports as are required to be filed.

D. Absence of Certain Changes. Around the Corner, Inc.'s financial statements and tax returns have been previously provided to Jones and there have been no material changes in the financial condition of Around the Corner, Inc. since the date of such financial records and tax returns. Notwithstanding the foregoing, Jones acknowledges that certain financial uncertainty exists, and financial changes have resulted, as a result of Governor J.B. Pritzker's COVID-19 Executive Order Number Eight (8) and attendant Statewide "Shelter-In-Place" Order. These uncertainties and changes are akin to Force Majeure and not the result of any misrepresentation

made by Biddle or Around the Corner, Inc.

8. REPRESENTATIONS AND WARRANTIES OF JONES

A. General. Jones represents and warrants to Around the Corner, Inc. and Biddle that they are assuming personal liability for Around the Corner, Inc.'s indebtedness as set forth on Exhibit 1.

B. Purchase for Investment. Jones is purchasing the stock of Biddle as an investment and, based on present business considerations, does not contemplate a resale of the stock so purchased nor the assets of Around the Corner, Inc. and intends to operate Dr. McKays Bar & Grill as it has been operated under its present name.

9. TERMINATION OF REPRESENTATIONS AND WARRANTIES

The respective Representations and Warranties of Biddle and Jones contained herein shall survive and not be extinguished by the closing of this Agreement for Sale of Stock.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

[redacted]

Gary Biddle, as Authorized Representative of Around the Corner, Inc. an Illinois Corporation

[redacted]

Gary Biddle, as Fifty-One Percent (51%) Shareholder of the Common Stock of Around the Corner, Inc., an Illinois Corporation

[redacted]

Donald Jones

[redacted]

Rachel Seip Jones

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Gary Biddle, Donald Jones, and Rachel Seip Jones, personally known to me, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument as their free and voluntary act.

Given under my hand and Notarial Seal this 1st day of July, 2020.

OFFICIAL SEAL
ROBERT WILLIAM PORTER
Notary Public, State of Illinois
My Commission Expires 02/06/2023

Illinois Notary Public

# EXHIBIT 1

## AROUND THE CORNER, INC. DEBTS AND OBLIGATIONS

1. Around the Corner, Inc.'s Accounts Payable
2. Lease with Terry Winn in existence at the time of this Stock Purchase Agreement
3. [redacted]Due and Owing to Gary Biddle

# EXHIBIT 2

**PROMISSORY NOTE**

[redacted] July 1, 2020

FOR VALUE RECEIVED, the undersigned, AROUND THE CORNER, INC. (hereinafter referred to as the "Maker"), hereby promises to pay to the order of GARY BIDDLE (hereinafter referred to as the "Holder"), the principal sum of [redacted], bearing no interest, and payable at the rate of fifteen percent (15%) of all gross revenues generated from the Maker's leased video gaming machines for each month for a period of time not to exceed the lesser of five (5) years or the point in time in which the Holder has received [redacted]. Said payments shall be made on the first (1st) day of each month, beginning July 1, 2020 and shall continue until the earlier of July 1, 2025 or at the point in time in which the Holder has received [redacted] Principal is payable in lawful money of the United States of America at such place as the Holder hereof may from time to time designate in writing.

The Maker shall have the right to prepay all or any part of the principal balance hereof at any time without penalty.

This Note shall become due and payable in full on written demand of the Holder hereof if one (1) or more of the following events (hereinafter called events of default) shall continue for a period of fifteen (15) days after written notice of such default by the Holder hereof:

(a) Default shall be made by the Maker in the payment of principal when and as the same shall become due and payable;

(b) The entry by a Court of competent jurisdiction of a decree or order adjudicating

the Maker bankrupt or appointing a receiver or receivers or a trustee or trustees of the major portion of the property of the Maker upon the application of any creditor in any insolvency or bankruptcy proceeding or other creditor's suit, or approving as properly filed a petition for an arrangement filed against the Maker under Federal bankruptcy laws, if such decrees or orders shall continue in effect for a period of sixty (60) days after the entry thereof;

(c) The filing by the Maker of a petition in voluntary bankruptcy or a petition or answer seeking an arrangement under the Federal Bankruptcy laws, or an assignment for the benefit of creditors by the Maker, or consent by the Maker to the appointment of a receiver or receivers or trustees of the Maker or to the appointment of a receiver or receivers or trustees of the major portion of their property in an insolvency or bankruptcy proceeding or other creditors' suit; or

(d) The failure of Donald Jones and Rachel Seip Jones to perform all of their obligations under that certain "Stock Purchase Agreement" dated July 1, 2020, which Agreement is incorporated herein, including, but not limited to, the payment of all indebtedness of Around the Corner, Inc., which they have assumed and agreed to pay.

No course of dealing between the Maker and Holder hereof or any delay on the part of Holder hereof in exercising any rights hereunder shall operate as a waiver of any right of any Holder hereof.

**The Maker hereby authorizes, irrevocably, any attorney of any Court of Record to appear for it in such Court after this Note is due by maturity or acceleration and to confess a judgment without process in favor of the Holder for such amount as may appear to be unpaid thereon, together with interest, costs and reasonable attorney's fees on the amount due, admitting the allegations of any complaint filed in connection with this Note, and to**

**waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon said judgment, hereby ratifying and confirming all that my said attorney may do by virtue hereof.**

**Presentment for payment, demand, notice of dishonor, and protest and notice of protest and nonpayment are hereby waived by the Maker. In the event this Promissory Note is placed in the hands of an attorney for collection, the Maker agrees to pay, in addition to all other sums hereunder, reasonable attorney's fees.**

Around the Corner, Inc.,
an Illinois Corporation,

By: [redacted]
Donald Jones, Its Authorized Representative

[redacted]
Rachel Seip Jones, Its Authorized Representative

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Donald Jones and Rachel Seip Jones, authorized representatives of Around the Corner, Inc., an Illinois Corporation, personally known to me, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument as their free and voluntary act.

Given under my hand and Notarial Seal this 1st day of July, 2020.

OFFICIAL SEAL
ROBERT WILLIAM PORTER
Notary Public, State of Illinois
My Commission Expires 02/06/2023

[redacted]
Illinois Notary Public

# EXHIBIT 3

**PLEDGE AGREEMENT**

THIS PLEDGE AGREEMENT (hereinafter referred to as the "Agreement") is made this 1st day of July, 2020, by and among Donald Jones and Rachel Seip Jones, both of Bloomington, Illinois (hereinafter collectively referred to as the "Pledgor"), Gary Biddle of Heyworth, Illinois (hereinafter referred to as the "Pledgee"), Around the Corner, Inc., an Illinois Corporation, of Bloomington, Illinois (hereinafter referred to as "Around the Corner, Inc."), and Costigan & Wollrab, P.C. (hereinafter referred to as "Escrowee").

RECITALS

At the time of the execution of this Agreement, the Pledgee, as seller, became entitled to receive from the Pledgor, as purchaser of five hundred one (501) shares of stock in Around the Corner, Inc., the sum of fifteen percent (15%) of all gross revenues generated from video gaming machines, as defined by 230 ILCS 40, *et seq.*, leased by Around the Corner, Inc. (hereinafter referred to as "video gaming machines"), for each month for a period of time not to exceed the lesser of five (5) years or the point in time in which Pledgee has received [redacted] Around the Corner, Inc. has further delivered to the Pledgee a Promissory Note, dated July 1, 2020, in the sum of [redacted] (hereinafter referred to as the "Note"), and, in addition, Pledgor has assumed and agreed to pay certain indebtedness of Around the Corner, Inc.

To induce the Pledgee to accept monthly payments of fifteen percent (15%) of all gross video gaming machines revenues, the Note, and the assumption of such indebtedness as part of the purchase price for the stock, the Pledgor has agreed to pledge the five hundred one (501) shares of Around the Corner, Inc.'s stock as security for the payment of the aforementioned video gaming machines revenues, Note, and the assumed indebtedness.

IT IS THEREFORE AGREED:

1. Pledge. In consideration of the sum equivalent to fifteen percent (15%) of all gross revenues generated by the video gaming machines (not to exceed [redacted]) and Pledgor's payment of Around the Corner, Inc.'s indebtedness, the Pledgor hereby grants a security interest to the Pledgee in the five hundred one (501) shares of the Pledgee's stock. The Pledgor, in the event of their default in the payment of the foregoing video gaming machines revenues or their failure to pay the assumed indebtedness, appoints the Pledgee as their attorney to transfer the shares to the Pledgee. The Escrowee shall hold the shares as security for payment under the Stock Purchase Agreement, dated July 1, 2020. The shares shall not be encumbered or disposed of while this Agreement is in force.

2. Voting Rights. During the term of this Agreement, and as long as the Pledgor is not in default in their performance of any of the terms of this Agreement, in the payment of the foregoing video gaming machines revenues or in payment of the assumed indebtedness of Around the Corner, Inc., the Pledgor shall have the right to vote the shares on all corporate questions.

3. Representation. The Pledgor warrants and represents that there are no restrictions on the transfer of any of the shares, other than as set forth in Paragraph One (1), above.

4. Adjustments. In the event that during the term of this Agreement any change is declared or made in the capital structure of the Pledgee, all new, substituted, and additional shares or other securities issued by reason of any such change shall be held by the Escrowee under the terms of this Agreement in the same manner as the shares originally pledged hereunder.

5. Payment of Obligation. Upon payment of the foregoing video gaming machines

revenues and the payment of all assumed indebtedness of Around the Corner, Inc., the Pledgee shall direct the Escrowee to transfer to the Pledgor all the pledged shares.

6. Shares to be Held in Escrow. The shares pledged hereunder shall be held in Escrow by Costigan & Wollrab, P.C., as Escrowee, under the following terms and conditions:

A. The Pledgor shall pay all costs and fees in regard to this Escrow.

B. Upon the tendering of a duly canceled Note by the Pledgor (a canceled Note being the original Note signed and marked "PAID" by the Pledgee) or upon written direction by the Pledgee, the shares shall be released to the Pledgor.

C. In the event the Escrowee receives notice from the Pledgee that an event of default exists in payment, along with proof that a notice of such default was received by the Pledgor, the Escrowee shall proceed as follows:

(i) Send notice to the Pledgor by certified mail that a notice of default has been received; and

(ii) if prior to thirty (30) days after the date such notice is sent to the Pledgor the Escrowee has not been presented with written evidence that such default is cured, release the shares pledged pursuant to the Stock Purchase Agreement, dated July 1, 2020, to the Pledgee.

D. The Escrowee shall follow these instructions unless enjoined by the order of a Court of competent jurisdiction.

7. Default. In the event that the Pledgor defaults in the performance of any of the terms of this Agreement, in the payment of the foregoing video gaming machines revenues or in the payment of the assumed indebtedness of the Around the Corner, Inc., the Pledgee shall have the rights and remedies provided in the Uniform Commercial Code in force in the State of

Illinois, and, in this connection, the Pledgee may, upon ten (10) days' written notice to the Pledgor, at the address stated below, sent by registered mail, and without liability for any diminution in price that may have occurred, sell all the shares in such manner and for such price as the Pledgee may determine. At any bona fide public sale, the Pledgee shall be free to purchase all or any part of the shares. Out of the proceeds of any sale, the Pledgee may retain an amount equal to the principal due on the Note, plus the amount of the expenses of the sale, plus reasonable attorneys' fees and costs, plus any unpaid indebtedness of Around the Corner, Inc. assumed by the Pledgor and shall pay any balance of such proceeds to the Pledgor. In the event that the proceeds of any sale are insufficient to cover the principal and interest of the Note plus expenses of the sale, the Pledgor shall remain liable to the Pledgee for any deficiency.

8. Miscellaneous

A. Notices. Notices hereunder shall be effective if deposited in the official mail, certified mail, with postage prepaid, and addressed as follows:

In the case of the Pledgor: Donald Jones & Rachel Seip Jones

[redacted]

In the case of the Pledgee: Gary Biddle

[redacted]

with a copy sent to the Escrowee at [redacted].

Any party may change the address to which such notices are to be addressed by giving the other party notice in the manner set forth herein.

B. Benefit. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

C. Total Agreement. This Agreement shall constitute the entire understanding

between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and oral or written agreements.

D. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

9. Escrowee.

A. In case any controversy or dispute shall hereafter arise with respect to the delivery or surrender of the certificates of stock, or any of them, or with respect to the right or interest of any of the parties hereto or any of the parties to any written agreement deposited herewith, and the Escrowee shall thereupon for any reason fail or refuse to surrender or deliver the certificates of stock, or any of them, the Escrowee shall not in that case be liable for any loss or damage that may be sustained by any person, whether a party hereto or otherwise, on account of such failure or refusal to surrender or deliver the certificates of stock, or any of them, or on account of any depreciation of value of the certificates of stock, or any of them. In consideration of the Escrowee's acceptance of this Escrow trust, the parties hereto and the parties to any written agreement deposited herewith, for themselves and their heirs, personal representatives, successors, or assigns, do hereby expressly waive and release any and all such loss or damage and do also expressly release the Escrowee from any and all liability therefor.

B. In the event this stock, or any part thereof, shall be attached, garnished, or levied on under process of any Court or the delivery thereof shall be stayed or enjoined by any order of Court, or any other order, judgment, or decree be made or entered by any Court affecting the contents of this Escrow trust, or any part thereof, it shall not be the duty of the Escrowee to determine that any such process, order, judgment, or decree is valid or enforceable. The Escrowee is hereby expressly authorized, in its sole discretion, to obey and comply with any and

all orders, judgments, or decrees of any Court entered or issued with or without jurisdiction; if the Escrowee obeys or complies with any such order, judgment, or decree of any Court, it shall not be liable to any of the parties hereto or to any other person, firm, or corporation by reason of such compliance, notwithstanding that the order, judgment, or decree may subsequently be reversed, modified, annulled, set aside, or vacated, and the Escrowee shall not be liable for any depreciation or change in the value of this stock under any circumstances.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ESCROWEE,
COSTIGAN & WOLLRAB, P.C.

[redacted]

Robert W. Porter

PLEDGOR:

By: [redacted]
Donald Jones

By: [redacted]
Rachel Seip Jones

Around the Corner, Inc., an Illinois Corporation:

By: [redacted]
Gary Biddle

PLEDGEE:

By: [redacted]
Gary Biddle

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Gary Biddle, Donald Jones, Rachel Seip Jones, and Robert W. Porter, personally known to me, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument as their free and voluntary act.

Given under my hand and Notarial Seal this 1st day of July, 2020

[redacted]

Illinois Notary Public

OFFICIAL SEAL
DAWN L. WALL
Notary Public, State of Illinois
My Commission Expires 08/08/2022

MINUTES OF THE EIGHTH MEETING OF
THE BOARD OF DIRECTORS

The eighth (8th) meeting of the Board of Directors of AROUND THE CORNER, INC., an Illinois Corporation, was held at 909 North Hershey Road, in the City of Bloomington, County of McLean, Illinois, on the 6th day of March, 2021, at the hour of 10:30 a.m. pursuant to waiver of notice by all the Directors of said Corporation.

All the Directors of the Corporation were present, being:

GARY BIDDLE

RACHEL R. JONES

Upon Motion duly made, seconded, and unanimously carried GARY BIDDLE was chosen as Chairman and Secretary of the meeting.

GARY BIDDLE began the meeting by noting that Director Donald A. Jones departed this life on or about January 20, 2021.

Upon Motion duly made, seconded, and unanimously carried RACHEL R. JONES was chosen as President and Treasurer of the Corporation.

Upon Motion duly made, seconded, and unanimously carried GARY BIDDLE was chosen as Secretary of the Corporation.

There being no other business, the Meeting was adjourned at 10:45 a.m.

[redacted]

Gary Biddle/Secretary
March 6, 2021

Commissioner Mwilambwe opened the hearing hearing at 12:05p.m.

Terri Vanderlant, an Owner of Four Rows, LLC, after being sworn, addressed the Commission. She explained that they hoped to have a wine tasting to celebrate the holidays with 30-minute increments for wine tasting, and was advertised to be held between 11:00 a.m. to 3:00 p.m. She explained there would be complimentary chili and mulled wine. She stated that two tables would be set up outside on the sidewalk, weather permitting, and if there was inclement weather, one table will be moved inside. She explained that a rope barrier would be in place around the area.

Commissioner Mwilambwe asked how many staff would be present per table. Ms. Vanderlant stated that there would be one staff member per table with additional staff to run food and glasses for tasting. She assured the Commission that no table would be left unattended and any purchases would be packed up before participants left the table.

Commissioner Mwilambwe asked how IDs would be verified. Ms. Vanderlant stated that Chelsea Heffernan, an Owner of Four Rows, LLC, would be inside the establishment, with other full-time employees who were BASSET trained, to check IDs when patrons purchase an event ticket. They would then be directed to a tasting table. She explained all customers who did not look her age or older were carded.

Catherine Dunlap, Downtown Development Specialist, reported the Public Works Department would place additional barricades in the parking spaces directly outside of the establishment to allow for additional space for Americans with Disabilities Act ("ADA") compliance. She stated the event organizers were required to keep a five-foot parameter for ADA considerations. She explained that individuals could use the sidewalk ramp to go off the sidewalk to go around the event area. She explained further that there would be barriers on the sidewalk on either side of the event are to delineate the event space.

George Boyle, Asst. Corporation Counsel, had no issues. Mr. Boyle stated he was asked by the Police Department to report they had no issues with the event.

Commissioner Mwilambwe opened the floor for public testimony. No individuals came forward.

Commissioner Mwilambwe closed the hearing hearing at 12:10 p.m.

**Commissioner Mwilambwe approved the Item.**

Amanda Stutsman, Deputy City Clerk, notified the applicant that Clerk staff would follow up that day with next steps.

*The following Item was presented:*

Item 5.B. Public Hearing and action on an Application from Around the Corner, Inc., d/b/a DR McKay's Bar & Grill, located at 909 N. Hershey Rd., Unit 2, requesting an approval of a change of ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department

Commissioner Mwilambwe opened the hearing hearing at 12:12 p.m.

Whitney Leifheit, appearing on behalf of Robert Porter, Counsel for Around the Corner, Inc. She reported that Rachel Jones, Owner of Around the Corner, Inc., would purchase the remaining shares of the corporation from the previous majority shareholder which would result in Mrs. Jones to become the sole owner.

Commissioner Mwilambwe asked if there were any anticipated changes. Mrs. Leifheit stated there would be no change in operations and that the request was simply a change in ownership. She stated that Mrs. Jones was previously involved in the business but would move from the minority shareholder to primary shareholder. Chris McAlister, Building Official, had no concerns.

Mr. Boyle stated that the Legal Department had no concerns.

Commissioner Mwilambwe opened the floor for public testimony. No individuals came forward.

Commissioner Mwilambwe closed the hearing hearing at 12:14 p.m.

**Commissioner Mwilambwe approved to send the Item to Council with a positive recommendation.**

Mrs. Stutsman notified representative that the Item would appear on the January 9, 2023, City Council meeting.

*The following Item was presented:*

Item 5.C. Continued Sanctions Review Hearing on Violation #2022-020 issued to Barmania, LLC d/b/a Euphoria Nightclub at 610 N. Main Street, for violating Section 27(b)(2) of Chapter 6 of the Bloomington City Code relating to a minor in a tavern, as requested by the Legal Department.

Mr. Boyle stated the Item was continued to the January 10, 2023, meeting.

**Old Business**

No Old Business was discussed.

**New Business**

Mrs. Stutsman reported that the 2023 meeting dates for the Liquor Commission were approved and would be posted on the website by the end of the week.

**Executive Session**

No Executive Session was had.

**Adjournment**

**Chair & Liquor Commissioner Mwilambwe motioned to adjourn.**

**Motion carried (viva voce).**

The meeting was adjourned at 12:16 p.m.

**CITY OF BLOOMINGTON** **ATTEST**

_____ _____

Mboka Mwilambwe, Commissioner Amanda Stutsman, Deputy City Clerk

**REGULAR AGENDA ITEM NO. 8.A**

**FOR COUNCIL**: January 9, 2023

**WARD IMPACTED**: City-Wide Impact

**SUBJECT**: Consideration and Action to Approve a Contract for the Police Benevolent and Protective Association (Sergeants and Lieutenants), as requested by the Human Resources Department.

**RECOMMENDED MOTION**: The proposed Contract be approved.

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

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

**BACKGROUND**: On June 16, 2022, the Police Benevolent and Protective Association, representing the Police Sergeants and Lieutenants, and City Staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2020. The expired agreement can be located on the City website under Human Resources in a folder titled *Labor Contracts*. After several meetings, the parties agreed to the terms of the new contract and a Tentative Agreement was reached on December 20, 2022. Highlights from the Tentative Agreement include:

Wages/Term: The parties agreed to a four-year contract term. Employees will receive an across the board increase each year of the contract in the amount of 2.5% for the first year (FY 2021), 2.5% for the second year (FY 2022), 4% for the third year (FY 2023), and 3.75% for the fourth year (FY 2024). All wages will be retroactive for existing and retired employees. The parties also agreed to a $1,000 signing bonus for all active employees.

Leave:

- The parties agreed to change the vacation schedule to be consistent with other union and non-union groups. Employees will be eligible for 3 weeks vacation at 5 years and 4 weeks vacation at 11 years.
- Modified Personal Convenience language to allow for leave to be taken in one hour increments.
- Ability to earn a Wellness Day. Requirements include passing a POWER test and other similar requirements for union and non-union groups.

General Provisions:

- Addition of random drug and alcohol testing one time per year.
- Modified drug and alcohol language to include cannabis as a prohibition.
- Modified the date for shift bidding.
- Agreed to create a committee to discuss employee evaluations and a disciplinary matrix.

- The parties reached an agreement on creation/reorganization of several positions within the bargaining unit.
- Modified language on requirements for employees to conduct internal investigations.
- Modified the use of file material consistent with the Unit 21 contract.
- Increase the physical fitness incentive from $75 to $150 for annual gym membership.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED**: N/A

**FINANCIAL IMPACT**: The financial impact of the across-the-board increase is estimated to increase by $62,900 in FY 2021, $65,000 in FY 2022, $106,000 in FY 2023 and $103,000 in FY 2024. The across-the-board increase cost for the signing bonus will be $21,000.

**AMERICAN RESCUE PLAN FUNDING IMPACT**: N/A

**COMMUNITY DEVELOPMENT IMPACT**: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager

**ATTACHMENTS:**
HR 1B Draft Contract 2020-2024

**AGREEMENT**

**Between**

**CITY OF BLOOMINGTON**

**BLOOMINGTON, ILLINOIS**

**And**

**POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION**

Draft

**MAY 1, 20~~17~~20 - APRIL 30, 202~~04~~**

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**AGREEMENT**

This Agreement is made and entered into between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE (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 sufficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievance; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitutions

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and laws of the State of Illinois, and Ordinances of the City of Bloomington.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1 RECOGNITION

**Section 1.1 Representation and Bargaining Unit.**

The City recognizes the Union as the sole and exclusive bargaining agent for all employees employed by the City in the rank of Sergeant or Lieutenant.

**Section 1.2 Seniority.**

The City shall maintain a seniority list noting the date of promotion and current classification for each bargaining unit employee. The Union shall be provided a new list upon request. Any objection or change to be made to the seniority roster shall be made in writing to the other party within fifteen (15) days of the date of deliverance of the seniority roster or the roster shall stand approved as delivered.

Seniority shall be computed from the date of promotion within the Department. In the event that more than one (1) person is promoted on the same day, the person occupying the higher position on the original promotional list shall have the seniority.

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Any employees laid off shall be laid off in inverse order of seniority in the Department. Employees so laid off shall be recalled in order of seniority.

The seniority list shall also be utilized in reverse order when an employee is forced to fill a supervisory vacancy within the department.

## 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 in the manner and amount set forth in the authorization card set forth below.

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**AUTHORIZATION FOR PAYROLL DEDUCTION**

**TO: CITY OF BLOOMINGTON, ILLINOIS**

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

I authorize and direct you to deduct one-half of said membership dues from each of my bi-weekly paychecks each month after the date this assignment is delivered to you and to remit same to the Treasurer of Unit No. 21.

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

Name _____ Date _____

**Section 2.2 ~~Fair Share~~Employee Information.**

~~Employees who are not members of the Union shall be required to pay in lieu of dues their proportionate fair share, in accordance with Section 3(g) of the Illinois Public Labor Relations Act, 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 to Association members. Employees who are members of the Association who later become non-members of the Association 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~~

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~~manner which complies with relevant constitutional procedures set out in Hudson v Chicago Teachers Union, Local 1.~~

The parties agree on a monthly basis to provide a complete listing of bargaining unit employees, including new employees, to the Union. This list shall include the employees name, home address, job title, identification number, personal phone number, date of hire and personal email address. Employees are required to maintain personal information in Employee Self Service (ESS).

**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 as they relate specifically to this Article, Section 2.1 Dues Check Off and Section 2.2 Fair Share.

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**Section 2.4 Duty to Defend.**

The parties agree to abide by the requirements of 65 ILCS 5/1-4-6. When an employee is served with process or otherwise receives legal notice that he is being sued for actions and/or omissions taken by the employee in the course of his employment, the employee shall give notice to the City of the lawsuit as set forth in such statute. The City shall furnish legal counsel to defend the employee and shall pay the costs and fees of such counsel. Employees that have retired, resigned, taken a

leave of absence, are on light duty, medical leave, are on suspension or administrative leave shall enjoy this benefit with functionality equal to an active City employee.

In cases where there is the probability of a judgment rendered against the employee which would be in excess of the indemnification limits of Section 5/1-4-6 or of any applicable insurance policies covering such employee, or in cases where there is the probability of a judgment of punitive damages against the employee, the employee shall be entitled to choose counsel from a list of attorneys competent in the area of tort or civil rights defense law. The attorneys on such list shall have been mutually agreed to by the Union and the City.

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In all other cases (that is, in cases where the probability of a judgment against the employee in excess of the statutory or insurance policy limits is low or in cases where the probability of judgment of punitive damages against the employee is low), the City or the agent of the City shall furnish counsel of the City's choosing or of the City's agent's choosing. If the City and the employee do not agree on the probability of a judgment against the employee in excess of the statutory or insurance policy limits or on the probability of a punitive judgment against the employee, the employee and the City shall select a mutually agreeable third party who shall decide the appropriateness of the choice of

counsel as soon as reasonably practicable. During the pendency of such decision, the City shall be under a duty to provide counsel to take appropriate actions in court to prevent the entry of a default judgment against the employee.

Counsel shall be provided to the employee through all stages of litigation as set forth above, up to and including the conclusion of a single appeal. The City will not be obligated to provide counsel after the conclusion of a single appeal, unless the appeal results in a remand which requires a new trial, in which case counsel shall continue to be furnished during the pendency of the new trial and any single appeal following the second trial.

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## ARTICLE 3 GRIEVANCE PROCEDURE

### Section 3.1 Time Limit for Filing.

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

**Section 3.2 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:

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STEP 1: Any employee, who has a grievance, shall submit it in writing to the Chief of Police or his designee. The Chief of Police shall give his written answer within five (5) days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee desires to appeal, it shall be referred by the elected representatives of the bargaining unit in writing to the Human Resources Director within five (5) days after the Chief of Police's answer in Step 1. A meeting between the Human Resources Director, the Chief of Police and the elected representatives of the Union shall be held within five (5) days. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director

and the Union's elected representatives. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union's elected representatives within five (5) days following the meeting.

**Section 3.3 Arbitration.**

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within five (5) days after receipt of the City's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) 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 (FMCS) to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The party that rejects the panel in its entirety will be responsible for the cost of obtaining the new panel. The parties agree that an arbitrator shall be chosen, or a list rejected, within 30 days of receiving the list from the FMCS. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time

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and place for the arbitration meeting, subject to the availability of the City and Union representatives.

**Section 3.4 Authority of Arbitrator.**

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

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**Section 3.5 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 3.6 Employee Rights.**

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

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## 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, 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 disciplined by the City up to and including discharge.

**Section 4.2 No Lockout.**

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

## ARTICLE 5 DISCIPLINE

**Section 5.1 Standards of Discipline.**

a) All disciplinary action against employees shall be carried out in accordance with department rules, regulations, orders, policies, procedures, City ordinances or State laws governing the investigation and discipline of peace officers.

b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination/demotion, 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/demotion 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 good cause for his no longer holding the position. No non-probationary employee shall be disciplined without just cause.

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**Section 5.2 Grievance Procedure.**

a) Disciplinary charges seeking an employee's termination/demotion or suspension shall be subject to the jurisdiction of the grievance procedure hereof. Disciplinary grievances shall be filed at Step 2 of Article 3, Section 3.2 of this Agreement.

b) An employee shall have ten (10) days from written service of charges upon an officer to file a grievance.

**Section 5.3 Authority of Chief of Police.**

The Chief of Police shall have the exclusive authority to suspend officers for a period of up to thirty (30) days. The Chief of Police shall have the authority to suspend in excess of thirty (30) days or to terminate/demote, subject to review by the arbitrator selected pursuant to Article 3, Section 3.3 hereof. The parties to this Agreement will mutually agree on expedited procedures for the selection of an arbitrator in cases of suspensions in excess of thirty (30) days or termination/demotion when the officer subject to suspension or termination/demotion chooses to use the arbitration process. The Chief of Police may suspend an employee with or without pay pending the imposition of a suspension in excess of thirty (30) days or termination/demotion by the arbitrator. Nothing in this Article shall be interpreted as prohibiting the grievance arbitrator from terminating/demoting an

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employee even though the recommendation of the Chief is for suspension only.

**Section 5.4 Conduct of Investigations.**

Investigations shall be conducted in accordance with the provisions of the Uniform Peace Officers Disciplinary Act. Employees shall be informed in writing of their rights under said Act and of their constitutional rights as dictated by current decisions of the U. S. Supreme Court prior to any interrogation. From the date an employee is notified of an investigation the department will, every thirty (30) days, give a written status report to the employee.

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a) The City shall determine that an investigation will not be conducted if an investigation was previously conducted based on identical allegations and when there is no reasonable likelihood that new information is available regarding the allegations.

b) Anonymous complaints shall not normally be made the subject of a formal inquiry or internal investigation.

c) Unless specifically authorized in writing by the City Manager, no complaint of misconduct or allegation of any misconduct concerning any incident or event which occurred five (5) years prior to the date the complaint or allegation became known to the department shall be made the subject of an investigation or informal inquiry.

d) Any internal investigation or informal inquiry shall be completed in a reasonable period of time. The parties herein agree a reasonable period of time shall be deemed to be no longer than 180 days after the receipt of the complaint. Mutual agreements for extensions will be allowed if the City can show due diligence in the processing of the investigation. Nothing in this section shall apply to any investigation of allegations of criminal wrongdoing by an employee.

e) At least seventy two (72) hours prior to the interrogation of an employee, the employee shall be informed, in writing, of the name of the person conducting the investigation.

f) Disciplinary action based on the complaint shall be commenced no later than forty-five (45) days after completion of the investigation.

g) The employee shall be notified, in writing, of the findings of the investigation or informal inquiry within fifteen (15) days after the completion of the investigation.

h) The provisions of 50 ILCS 725/1 et. seq. shall apply to all disciplinary investigations of conduct of an employee except to the extent to which the provisions of this Agreement provide specifically to the contrary.

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i) Nothing in this section shall apply to questions from a superior officer in the course of performing his normal day-to-day supervisory duties.

j) Employees may conduct an investigation into other members of the bargaining unit, however, an employee who is asked to conduct such an investigation may be excused from such duty assignment upon showing reasonable cause.

k) Employees shall be notified of all exculpatory evidence known to the City within a reasonable time of its discovery by the person conducting the investigation on behalf on the City.

l) The City shall notify the Union of any books, papers, documents, charts, logs, handwritten logs, memoranda, photographs, or tangible objects which the City or its agents intends to use in any disciplinary hearing upon appropriate request by the employee or the employee's representative.

m) There shall be no off-the-record questions asked of the member during a formal interrogation.

n) Sergeants or Lieutenants shall not be required or permitted to conduct a formal investigation into other department employees until the investigating employee has, received training regarding the proper methods and process of conducting internal investigations. Every effort will be made to provide ongoing training at least every three (3) years.

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**Section 5.5 Limitation on Use of File Material.**

~~Any record of reprimand may be used for a period of time not to exceed three (3) years (five (5) in the case of vehicle use violations) from the date the discipline is entered in the employee's permanent record and shall thereafter not be used to support or as evidence of adverse employment action, contingent on the employee having no other disciplinary actions during that period of time. If an employee is subjected to discipline within such period, all records of discipline in the employee's file shall be permitted to be used to support or as evidence of adverse employment action an additional five (5) years.~~

Any record of reprimand may be used for a period of time not to exceed one (1) year (three (3) years in the case of vehicle use violations) and shall thereafter not be used to support or as evidence of adverse employment action and at the officer's request shall be removed from their personnel file. Any record of discipline greater than a reprimand shall not be used to support or as evidence of adverse employment action after five (5) years from the date of imposition of said discipline and at the officer's request shall be removed from their personnel file. The preceding sentences are contingent on the officer having no other similar disciplinary actions during that period of time. Documents removed at an officer's request will be maintained for the sole

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purpose of retention of evidence in the event the City needs such records to defend itself against allegations of discrimination and/or deprivation of civil rights. Such documents shall be retained by the City Legal Department.

**Section 5.6 Administrative Reassignment.**

The City and the PBPALC recognize that the City has the right to place an employee on forced administrative reassignment under Bloomington Police Department SOP 4.11 Administrative Reassignment.

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**Section 5.7 Administrative Leave for Critical Incidents.**

An officer involved in any incident in which the officer causes serious bodily injury or death, or is involved in any other serious incident as determined by the Chief to be of like or similar nature may, at the discretion of the Chief of Police, be placed on paid administrative leave with no diminution of benefits.

**Section 5.8 Photo Dissemination.**

Subject to the Illinois Freedom of Information Act, no photograph of an employee shall be made available to the media without the express written consent from said employee.

**Section 5.9 Polygraph or Chemical Tests.**

No employee shall be disciplined for refusing to submit to a polygraph test, voice stress analysis or similar test or any other test questioning by means of chemical substance. Any polygraph or chemical test that an employee does submit to shall be completely voluntary. The results of the polygraph exam or chemical exam voluntarily submitted to by an employee shall not be admissible as evidence in proceedings before the BFPC or an arbitrator, unless written consent is obtained from the Union's legal counsel. The preceding sentence shall not be interpreted as prohibiting the admission of statements made by the employee to a polygraph examiner during the course of an examination. The accused officer and/or the Union's legal counsel will be provided with a copy of any test results at no expense.

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**Section 5.10 Compulsion of Testimony.**

The City shall not compel a bargaining unit employee to speak or testify before, or to be questioned by a citizen review board or similar entity relating to any matter or issue.

**Section 5.11 Disclosure.**

Employees shall not be required to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), except for Ethics Statements legally required to be filed and formal investigations under the Police

Officers' Disciplinary Act. The parties agree that disclosure of such personal information known to the Department via any means shall not be made available for public inspection or disclosure. The parties agree that such disclosure would be an unwarranted invasion of the personal privacy of employees otherwise intended to be exempt from any state or local freedom of information statute, ordinance or executive order.

**Section 5.12 Subpoena Notification.**

In the event the City or the Department receives a subpoena requiring the inspection, tender or submission of personnel, training, evaluative, disciplinary or investigative records and/or files (other than Grand Jury subpoena which would specifically preclude disclosure) the City will notify the affected employee within forty eight (48) hours of the presence of the subpoena. The City further agrees to provide the affected employee with a copy of said subpoena upon initial notification.

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**Section 5.13 FOIA Notification.**

In the event the City receives a Freedom of Information request (FOIA) on a specific employee the City will notify the affected employee, within five (5) business days. Such notification shall apply if requests are made for the employee's personnel file, training records or investigative records or files. In addition, notification will be required if emails, phone logs or audio/video

recording are requested for an extended period of time for a specific employee.

**Section 5.14 Fraternization with Subordinates.**

Fraternization with patrol officers on or off duty shall not, in and of itself, be grounds for disciplinary action.

**Section 5.15 Alcohol and/or Illegal Drug Policy-Prohibitions.**

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as to not violate any established rights of employees. Employees shall be prohibited from:

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a) Consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, unless such consumption or possession of alcohol is performed in the course of his official duties;

b) illegally possessing, selling, purchasing, consuming or delivering any illegal drug at any time, provided that employees may purchase, possess, or deliver illegal drugs in the course of their official duties;

c) being under the influence of alcohol or having a concentration of alcohol greater than .00 based upon the

grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;

d) being under the influence of alcohol or having a concentration of alcohol of .04 or more based upon the grams of alcohol per 100 milliliters of blood when recalled or ordered into work;

e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

f) possessing selling, purchasing consuming or delivering cannabis at any time, provided that employees may purchase, possess or deliver illegal drugs in the course of their official duties.

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**Section 5.16 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 or has alcohol, cannabis or illegal drugs in their bloodstream 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. A supervisor must document his reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. ~~There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 5.20 below.~~ Employees shall be subject to Unit wide random drug and alcohol testing during their normal shift one (1) time per calendar year. The rules governing drug and alcohol testing are subject to the terms of this Collective Bargaining Agreement. Additionally, when

an employee is voluntarily assigned to an outside task force or other non-department entity an employee may be required to submit to drug screening as a condition of sponsoring entity.

**Section 5.17 Order to Submit to Testing.**

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with a written notice of the order, setting forth objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted the opportunity to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. 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 he may have. In cases where an employee is recalled or ordered into work, and he believes there is a possibility that his blood alcohol content is in excess of the permissible levels he may request to take a breath test without any repercussions.

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**Section 5.18 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 been 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 officer 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 officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;

e) collect samples in such a manner as to preserve the individual officer'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 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;

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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 and provides a written copy of the subsequent test results to the Human Resources Director;

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 form adverse to the employee's interests;

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i) require that with regard to alcohol testing, test results that show an alcohol concentration of .01 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (applies in situations covered by Section 5.14 (c); in cases covered by Section 5.14 (d), test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive);

j) provide documentation of a positive test result to the officer including 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 5.19 Right to Contest.**

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, 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. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair 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 at their own discretion, with or without the assistance of the Union.

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**Section 5.20 Voluntary Requests for Assistance.**

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the employee with pay if he

is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the City shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

**Section 5.21 Discipline.**

Employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City by reason of seeking such assistance. Employees ordered to submit to drug or alcohol testing under this article who test positive on both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including discharge. If such employee is not discharged, his continued employment is conditioned upon:

a) the employee agreeing to appropriate treatment as determined by the physician(s) 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;

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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, cannabis 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 officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer 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. When an employee voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed upon such officer shall not be increased or imposed solely due to the employee's submission to such 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 normal duties may be

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temporarily reassigned with pay to other more suitable police duties.

**Section 5.22 Fitness for Duty.**

No employee shall be requested or required to undergo physiological, psychiatric or psychological testing unless the Chief of Police has reasonable cause to believe the employee is unfit for duty. The basis for reasonable cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing. Employees shall have the right to Union representation when being informed of the need for testing, and shall have the right to secure similar testing, at their own expense, from licensed psychiatrists, psychologists or physicians of their own choosing. The City recognizes the employee's right to privacy and agrees that any information obtained pursuant to this section shall be maintained in the strictest of confidence. Any and all information, reports and opinions that are provided to the City as a result of such tests shall be provided, in full, to the employee.

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**Section 5.23 Confidentiality of Employee Assistance Program.**

The City agrees that any communication whether verbal, written, electronic or otherwise, made by an employee to any counselor or employee of the EAP, peer counselor or PATH counselor, shall be confidential and privileged. Such

communications shall be protected from disclosure unless disclosure of communication regarding eminent danger is legally required. Information about an employee participating in the EAP program will not be disclosed to anyone without written permission from the employee. The employee's job security and promotional opportunities will not be jeopardized solely by participating in the EAP program or programs referred to by the EAP program.

**Section 5.24 Felony Indictment.**

When an employee is arrested for or charged with a criminal offense or when a domestic violence order of protection that includes a firearms prohibition is issued against an employee, the employee will be immediately placed on administrative leave with pay unless the employee has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a domestic violence order of protection that includes a firearm prohibition is issued against an employee as a result of an emergency or interim hearing and the employee has not been formally charged in court with felony, the employee will be immediately placed on administrative leave with pay, or at the Chief's discretion, on restricted duty with police powers suspended for a period of up to ninety (90) calendar days pending

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a plenary hearing or the dismissal of the order of protection, whichever occurs first.

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

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The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or in the event a domestic violence order of protection that includes a firearms prohibition is entered or continued after a plenary hearing at which the employee had the opportunity to appear, the employee will be carried on administrative leave without pay, (1) pending resolution of the criminal charge; (2) a determination by the City that, because of the nature of the charges, the employee may be returned to full or

restricted duty during the pendency of the charges; or (3) termination of an order of protection that includes a firearms prohibition.

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

**Section 5.25 Evaluation and Discipline Matrix Committee.**

The parties agree to form a committee of management and Union employees to discuss the creation of an employee evaluation and disciplinary matrix. The committee shall bring back a recommendation on employee evaluation and disciplinary matrix and other related contract changes which shall be reviewed by both the City and the Union and ultimately will be subject to approval of the parties.

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## ARTICLE 6 HOURS OF WORK AND OVERTIME

**Section 6.1 Regular Workday and Workweek.**

Definition. The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period and shall commence when an employee is scheduled to start work. The regular workweek shall be forty (40) hours per week and shall commence

with the employee's first regular workday commencing on or after Sunday of each week.

**Section 6.2 Shift Assignments.**

(a) Annual Scheduling. For a period of fifteen (15) days, beginning ~~November 10th~~ the first Tuesday of November of each calendar year, the Chief of Police shall post a list of shift assignments available to the Sergeants of the Patrol Division and a separate list for Lieutenants of the Patrol Division. Said assignments shall be chosen by seniority in rank during said fifteen (15) day period. The new schedule shall be implemented beginning the last week of the current year and the first week of the coming calendar year. During such two (2) week period (which is a transition period), Sergeants or Lieutenants may be assigned different days off from those bid. In no event shall a Sergeant or Lieutenant work more than five (5) consecutive days without payment of overtime. Sergeants and Lieutenants are not guaranteed of two (2) consecutive days off during the transition period.

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(b) Vacancies. In the event of a vacancy in the patrol division during the year, in a reasonable period of time, the Chief of Police will post the vacancy for a period of ten (10) days. During the period of time which the vacancy is posted, employees may bid for the vacancy based on seniority in rank. The Chief of Police shall attempt to give notice of the vacancy to any member of the bargaining unit not scheduled to work during such ten (10) day period. Notice may be given by making in person contact via the telephone with the employee or by mailing a copy of the notice of vacancy by first class mail to the employee at his residence according to departmental records.

(c) Training Assignments. There shall be no probationary period preceding permanent appointment to either the rank of Sergeant or Lieutenant. However, for training and evaluation purposes a candidate for promotion to the rank of sergeant will receive on-the-job training in the capacity of an acting sergeant for a period of not more than six months. At the end of the training period the Chief of Police shall determine whether to recommend to the Board of Fire and Police Commissioners that the candidate be permanently appointed to the position of sergeant or to recommend another candidate.

(d) Special Assignments. The parties agree that a Sergeant or Lieutenant, based on specific articulable talents, may be temporarily reassigned to a special project by the Chief of Police. Reasonable efforts to minimize hardship(s) created by the reassignment shall be made whenever possible. No other employee shall be involuntarily reassigned as a result of the special project employee's shift change. The assignment of an employee to a special project shall not be done for punitive reasons or to circumvent the bidding process.

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**Section 6.3 Breaks.**

All on-duty breaks must be taken within the corporate limits of the City of Bloomington.~~, except that an employee on second shift living within the corporate limits of the Town of Normal, or on a lot which is adjacent to and contiguous with the corporate limits of the City of Bloomington, or on a lot which is unincorporated but~~

~~inside the corporate limits of the City of Bloomington, shall be allowed to take his main meal break at his residence. For any employee who moves from his current residence as of May 1, 1999, all on-duty breaks must be taken within the corporate limits of the City of Bloomington.~~

**Section 6.4 Overtime.**

(a) The term "authorized overtime" shall be defined as any hours worked by an employee in excess of eight (8) hours a day, or in excess of forty (40) hours in a workweek as defined in Section 6.1 Regular Workday and Workweek where said employee is assigned or directed to perform such work by a supervisor.

(b) All authorized overtime worked by an employee shall either be paid at one and one-half (1-1/2) times the straight-time hourly rate for each overtime hour worked or be placed in the employee's compensatory time off bank as described below. All overtime will automatically be paid each pay period unless the officer notifies the Police Department that they would like to bank all or a specific portion of their overtime. Time placed in an employee's compensatory time off bank shall be calculated at one and one-half (1-1/2) times the overtime hours worked, and placed in their bank at

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straight-time hours to a maximum bank of one hundred twenty (120) straight time hours. Any overtime over the 120 hour straight time hour maximum on the last day of the month shall be sold first from the City overtime bank and then from the non-City entity bank, it will be paid out at their straight-time rate of pay. If an employee's time is sold from their compensatory time off bank, it will be paid out at their straight-time rate of pay. Officers are only allowed to utilize as compensatory time off up to forty (40) straight-time hours of compensatory time earned from hire-back work for a non-City entity (e.g., Wal-mart; Bloomington High School) per calendar year; the remaining hours earned from hire-back work for a non-City entity shall be paid to the employee. In no case will an officer be allowed to utilize compensatory time off from any source in excess of one hundred twenty (120) hours per calendar year.

(c) No employee covered by this agreement will be permitted to work any job in excess of sixteen (16) hours in any twenty-four (24) hour period or more than sixty-four (64) hours during any week unless authorized by the Chief of Police or his designee. However, court time, police emergencies, or

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major criminal investigations shall not count in the computation of these overtime caps.

(d) Should any provision of the Agreement be found by the United States Department of Labor, or a court of competent jurisdiction, to violate the provisions of the FLSA concerning the use of compensatory time off, then the provision(s) found to be violative of the FLSA relating to the use of compensatory time off in lieu of pay shall immediately sunset and thereafter be subject to renegotiation upon the request of either party.

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**Section 6.5 Call Back.**

Employees who have completed their scheduled work period and who, after having left work, are called back to work on that day as authorized by the Chief of Police, or his designee, shall receive a minimum of two (2) hours work or two (2) hours pay at the appropriate rate.

**Section 6.6 No Pyramiding.**

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

**Section 6.7 Training Time.**

1. Assigned by Supervisor:
   (a) If a Sergeant or Lieutenant is assigned by a supervisor to attend training on his/her regular allowed leave day,

he will be compensated as overtime in the manner provided in Section 6.4 Overtime.

(b) If training occurs on a Sergeant's or Lieutenant's regularly scheduled workday, the supervisor has the option of making the training assignment the Sergeant's regular work assignment for that day or to require the Sergeant to work his regularly scheduled assignment in addition to attending training.

(c) If a Sergeant or Lieutenant attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Section 6.4 Overtime.

Draft

2. Voluntarily Attended With Supervisor Approval:

If training is voluntarily attended with approval of the Sergeant's supervisor, it will be compensated as "Training Allowed Leave" (TAL) time and is to be taken during the pay period in which the training occurred. The Training Allowed Leave benefit time will be "mutually agreed upon" by the Sergeant and his/her supervisor. In order to arrive at a "mutually agreed upon" TAL, the supervisor will determine which dates during the pay period are sufficiently staffed to permit the Sergeant to take time off. The supervisor will provide the Sergeant those dates and allow the Sergeant to select his TAL. Once granted, the TAL is treated as a benefit day and will not be canceled except under emergency conditions. If there are days available within the pay

period and the Sergeant fails to schedule a TAL, the TAL may be assigned by the supervisor. If there are no days available during the pay period, any training attended in excess of the officer's eight (8) hour work day or forty (40) hour work week will be compensated as overtime in the manner provided in Section 6.4 Overtime.

If a Lieutenant voluntarily attends training with approval of his supervisor, it will be compensated as "Training Allowed Leave" (TAL) time and is to be taken at the Lieutenant's discretion during the pay period in which the training occurred.

If more than one staff officer from the same shift or division is scheduled for training on the same day, rank and seniority will determine who will be offered the choice of Training Allowed Leave time in lieu of working the regular duty assignment that day.

Draft

3. Voluntarily Attended Without Supervisor Approval:

If a Sergeant or Lieutenant attends training without supervisor approval no overtime will be paid, nor will a Training Allowed Leave (TAL) day be owed.

4. Special Supervisory Training:

The Chief of Police has the right to require employees to attend specialized supervisory training. In recognition of the

exceptional hardships and time incurred while attending a two-week supervision and/or management school, and/or up to a twelve week Police Supervision School, the City and the Union agree to the following:

The City shall allow those who attend a two week Police Supervision School, two (2) additional paid leave days off before the school begins and two (2) additional paid leave days off immediately after the school ends as compensation for homework, research, travel time, etc.

The City shall allow, those who attend a ten to twelve week supervision school, three (3) additional paid leave days off before the school begins and five (5) additional paid leave days immediately after the school ends as compensation for homework, research, travel time, etc.

Draft

In the event, an employee requires additional time for homework or research such request will be made to the Chief prior to incurring such time. If additional time was required for travel this should be reported prior to the end of the pay period.

**Section 6.8 Acting Pay.**

When an employee covered by this Agreement is designated by the Chief of Police or the Chief's representative to perform the duties of a superior officer for a full shift or longer on a temporary or acting basis, he shall receive one (1) hour of overtime per

working day in addition to any other authorized overtime to which he is entitled. This section shall apply to extended illness, disability, training or other extended absences in excess of ten (10) working days. This section shall not apply to vacations.

**Section 6.9 Volunteers.**

The use of volunteers, including Explorers and other civilians, will not result in a circumvention of, or reduction in, supervisory overtime slots available to employees covered by this agreement while working in a supervisory position.

**Section 6.10 Court Time Overtime.**

Draft

An employee shall receive a minimum of two (2) hours of compensation at his appropriate overtime rate for appearances in court or at the State's Attorney's Office when such appearances occur outside of the employee's regular duty hours and such appearances are in the employee's official capacity as a City of Bloomington Police Officer.

If, at the expiration of the two hour period referred to in the previous paragraph, the employee is still in court or at the State's Attorney's Office, the employee shall receive overtime compensation for any additional time actually spent by the employee in court or at the State's Attorney's Office.

If at any time after the expiration of the original two (2) hour period referred to in the first paragraph of this Section, the

employee is released from attendance in court or the State's Attorney's Office but is required to make a subsequent appearance that same day outside of the employee's regular duty hours, the employee shall receive a new minimum of two (2) hours overtime compensation for such subsequent appearance. Overtime in excess of the two (2) hour minimum for the subsequent appearance shall be calculated in the same manner as for overtime in excess of the original two (2) hour minimum.

**Section 6.11 Temporary or Emergency Situations.**

Whenever it is determined by the Chief of Police that an emergency exists or the efficiency of the Department requires the assigning of an employee to duties without regard to seniority, he may do so for a period not to exceed thirty (30) calendar days in any calendar year. Assignment shall not be made for punitive reasons or in an effort to circumvent the bidding process.

Draft

**Section 6.12 Outside Employment.**

All outside employment situations involving the use of general police powers shall be assigned by the Department. The employee shall be considered on duty with the Department. The City shall enter into a contract with the non-City entity desiring police services. No employee shall engage in outside employment involving the exercise of general police powers absent assignment by the Department and a contract with the non-City

entity. Assignments shall first be made on the basis of seniority in the Department. Once an employee declines an assignment or serves an assignment, his name shall be placed at the bottom of the seniority list. Nothing herein prohibits an employee from utilizing compensatory time due to the employee to obtain an excused absence from his regularly assigned duties and then accepting a currently posted outside employment assignment, provided, the employee would otherwise be permitted to use compensatory time.

Employees shall have the option to select compensatory time in lieu of pay, as outlined in Section 6.4 (b) Overtime, for outside work, unless the terms of a grant which is used to compensate employees prohibit the use of compensatory time in lieu of overtime.

Draft

The City agrees that if it increases the rate charged for hire back work beyond $70 per hour, except as provided below, then the Union may elect to have the language of the prior contract, May 1, 2007-April 30, 2011, on the issue of Compensatory time off supersede the current language of Section 6.4 (b) Overtime of this contract on the same subject. Beginning May 1, 2012 and beginning May 1 of each succeeding year, the hourly rate sufficient to trigger the reversion to the prior contract language shall be adjusted upward by the amount of the percentage wage

increase, if any, received by bargaining unit members in the previous year.

**Section 6.13 Field Training Supervisor.**

Prohibitions against pyramiding shall not apply to any part of this section. An employee designated and trained as a Field Training Sergeant shall receive ¾ hour of overtime per day, per probationary patrol officer, when working as a Field Training Sergeant in Phase II (until the officer is certified for solo patrol) of the Field Training Process, or its equivalent. The Field Training Lieutenant shall receive ¾ of an hour of overtime per day while there are trainees Phase II (until the officer is certified for solo patrol) of the Field Training process, or its equivalent, except when performing the duties of a Field Training Sergeant, at such time he shall receive the same benefits as a Field Training Sergeant in addition to his pay as the Field Training Lieutenant.

Draft

**Section 6.14 New Positions.**

If any new specialized Sergeant or Lieutenant positions are created, and filled, the parties agree to negotiate regarding terms and conditions of employment not already governed by this agreement.

## ARTICLE 7 WAGES

**Section 7.1 Wages.**

a) Effective May 1, 20~~17~~20, the rates of pay for all officers covered by this Agreement will be increased by 2.50% over the rates of pay in effect ~~November 1, 2016~~May 1, 2019, except as otherwise provided in Appendix "~~F~~I" of the previous contract.

b) Effective May 1, 20~~18~~21, the rates of pay for all officers covered by this Agreement will be increased by 2.50% over the rates of pay in effect May 1, 20~~17~~20, except as otherwise provided in Appendix "~~GJ~~".

c) Effective May 1, 20~~19~~22, the rates of pay for all officers covered by this Agreement will be increased by ~~2.50~~4% over the rates of pay in effect May 1, 202~~1~~~~8~~, except as otherwise provided in Appendix "~~HK~~". Upon ratification of the Collective Bargaining Agreement all active and promoted employees will be eligible for a one-time $1000 signing bonus.

d) Effective May 1, 2023, the rates of pay for all officers covered by this Agreement will be increased by 3.75% over the rates of pay in effect May 1, 2022, except as otherwise provided in Appendix "L".

e) For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Human Resources Department.

Draft

**Section 7.2 Payment in Lieu of Holiday Pay.**

Effective May 1, 2003 Sergeants and Lieutenants shall be paid in lieu of Holiday pay an amount equivalent to one hundred and thirty-nine (139) hours at their regular rate. This additional pay shall be prorated among all said employees and shall be included in the basic bi-weekly salary set forth in the Appendixes to this Agreement.

## ARTICLE 8 VACATION

Vacation leave is accrued upon the occasion of the anniversary of an employee's original date of hire according to the following schedule:

Draft

| Years of Continuous Service | Length of Vacation |
|---|---|
| ~~3~~ 1 years, but less than ~~8~~5 years | 2 weeks |
| ~~8~~ 5 years, but less than ~~15~~ 11 years | 3 weeks |
| ~~15~~11 years, but less than 20 years | 4 weeks |
| 20 years or more | 5 weeks |

Fifty percent (50%) of any accumulated unused vacation time may be carried over from year to year. The City has the right to require one (1) employee to be scheduled per shift which does not require the payment of overtime to an employee.

## ARTICLE 9 LEAVES

**Section 9.1 Emergency Leave.**

When there is an emergency situation and/or serious illness or other serious extenuating circumstance at the home of an employee, said employee may be granted time off duty, at the discretion of the Lieutenant, to make arrangements to alleviate the emergency situation. An employee on Emergency Leave under this Section shall utilize accrued paid time off (except sick leave) in order to remain in a paid status during the period of such emergency leave.

**Section 9.2 Personal Convenience Days.**

Each employee shall be granted two (2) Personal Convenience Days. Such Personal Convenience Days may be taken in increments ~~of full or half days~~ of one (1) hour at the convenience of the employee subject to the discretion of the ~~Department Head~~ employee's supervisor. Personal Convenience Days may not be accumulated from one fiscal year to another.

Draft

**Section 9.3 Sick Leave.**

Sick Leave Accrual. Officers will accrue sick leave at a rate of twenty (20) hours each month of completed service for the first twelve (12) months of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of one thousand four hundred forty (1440) hours which will be paid at full pay during the time of illness. Officers

hired (not promoted) after February 8, 2016 shall accrue up to a maximum of six hundred and seven (607) hours which will be paid at full pay during the time of illness.

Officers hired (not promoted) on or after February 8, 2016 shall thereafter have 1.33 hours deducted monthly from their sick leave accrual converted to cash at the officers month's ending hourly rate of pay and contributed by the Employer directly into the Officers Retirement Health Savings (RHS) account.

Sick Leave Usage. Sick leave is intended for officer illnesses or injuries which are non-duty related. Officers may also use sick leave for doctors visits and illnesses within the officer's immediate family (defined as spouse, child, step child). It is expected that an officer utilizing sick leave will be at their residence during their hours of work unless they are seeking medical treatment, obtaining medication related to the illness or otherwise engaged in activity consistent with the use of sick leave.

Draft

Officers calling in sick should contact the Shift Commander as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member. When an employee has used sick or injury leave for a period of three (3) full consecutive scheduled work days or longer, excluding regularly scheduled days off, it will be that employee's

responsibility prior to his first day returning to work to provide a signed return to work release from his health care provider.

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

Sick Leave Abuse. Abuse of paid sick leave is prohibited. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

1 A pattern of sick leave usage, such as repeated use of one or two days 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
2 Use of sick leave and being seen engaged in activities that indicate an ability to work.

Concerns regarding sick leave abuse will be addressed with the officer involved as follows:

Draft

If the Officer (or his immediate family member) is experiencing an on-going medical situation the employer will provide the officer with the opportunity to provide information regarding the medical need for the officer to be absent from work from the treating physician. If the officer does not provide information which verifies the medical need for use of sick leave the employer may investigate and, if appropriate, discipline the officer. In situations where sick leave abuse is confirmed, the officer involved may be required to provide medical verification of absences for any future sick leave occurrences for a period of six months.

Draft

Sick Maximum/RHS. Officers who reach the 1440 hour maximum will be eligible for eight (8) hours of the previous month's accrued but unused hours of sick time to be placed in the Retirement Health Savings account at the employee's month ending hourly rate. To be effective at time of ratification by the bargaining unit.

For Officers hired (not promoted) after February 8, 2016 all sick leave hours accumulated by an officer over 607 hours shall be compensated at seventy (70%) of the officer's month ending hourly rate of pay and paid by the City into the officer's RHS account on a monthly basis in any month when an officers sick leave accrual exceeds 607 hours.

Sick Leave Buy Back.

Officers who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with 20 or more years of service as recognized by the Police Pension Board as a sworn police officer, shall convert accrued sick leave to a Retirement Health Savings (RHS) account. The eligible conversion is up to a maximum of one thousand four hundred forty (1440) hours of accumulated unused sick leave at the officer's final hourly rate.

Officer hired (not promoted) after February 8, 2016 may accumulate up to 607 hours for buy back purposes. Payment for unused sick leave hours up to the maximum allowed shall be made to Officers who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with 20 or more years of service as recognized by the Police Pension Board as a sworn police officer, in accordance with the following schedule:

| | |
|---|---|
| 1-125 hours | 20% |
| 126-255 hours | 40% |
| 256-380 hours | 60% |
| 381-607 hours | 80% |

Draft

All hours accumulated by an officer shall be paid by the City at the officer's final hourly rate of pay into the officer's RHS account. If an officer is eligible for an 80% buyback then all accrued hours from 1 to the officer's accrual shall be paid at 80%. If an officer is eligible for a 60% buyback then all hours from 1 to the officer's accrual shall be paid at 60% and so on.

If an officer dies while employed with the City and would have been eligible to receive payment of accumulated sick leave, said payment shall be paid to the RHS pursuant to the RHS plan document. The RHS plan document will be administered pursuant to the document in effect as of May 2008.

Draft

**Section 9.4 Jury Duty.**

Upon submission of official notification from the Jury Commission, an employee called to jury duty shall be released as provided in this Section. If the jury service occurs during the employee's shift, the employee shall be released without loss of pay; if the service occurs on the same day as an employee's duty, but not on his shift, the employee shall be given release time with full pay in an amount equal to the length of jury service but not to exceed eight (8) hours. An employee released under this Section shall pay the City all amounts received for jury service for the period of time the employee is released.

**Section 9.5 Court Days.**

In recognition of the inconvenience endured by employees in preparation for criminal trials which result in continuances or pleas of guilty which make the officer's appearance in court unnecessary, employees are granted thirty-two (32) hours paid leave per year. This is in addition to all other paid leaves granted by this Contract, and shall be referred to as “Court Days”. These days are to be used for paid leave purposes only, and are not subject to overtime, compensatory time off, or carryover.

**Section 9.6 Disciplinary Leave.**

The parties agree that when a disciplinary suspension is assessed, an employee may elect to work those suspension days and forfeit an equivalent amount of vacation, PC, CE, earned time or straight time in lieu of serving the suspension without pay and without impact to his seniority. However, for purposes of progressive discipline, the official record and employment personnel file shall show that the disciplinary suspension was given and served.

Draft

**Section 9.7 Convention Leave.**

Executive Board members and/or delegates shall be allowed up to 48 hours paid release time annually in aggregate to attend the Policemen’s Benevolent and Protective Association of Illinois State Convention. The president or his designee shall give notice to the Police Chief or his designee and all effected

supervisors of the names of the delegates attending the convention and the period to be covered under this section. Notice should be given not less than 14 calendar days prior to the leave.

**Section 9.8 Wellness Day.**

In the spirit of promoting wellness employees will be eligible for an eight (8) hour Wellness Day 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. Wellness Days cannot be rolled over into future years and must be taken in full day increments. In order to earn a Wellness Day an employee must accomplish the standards outlined on the Wellness Form as it exists from time to time and pass an annual physical fitness (POWER Test). Employees who volunteer for the Power Test will be considered on-duty and the Power Test will be conducted during their workday. For those employees assigned to shifts outside when the test is administered, the employee will be released for an equivalent amount of time off on their normal shift during the same day or workweek that the test is administered.

Draft

**Section 9.~~8~~9 Other Leaves of Absence.**

Leaves of absence as defined by Bloomington City Policy, insofar as they are applicable to the Department and not contained or otherwise provided for in this Agreement, are hereby incorporated into this Agreement.

## ARTICLE 10 UNIFORMS AND CLOTHING

**Section 10.1 Uniforms.**

The City agrees to furnish employees with equipment pursuant to Department rules and regulations in effect on May 1,

1999. Such equipment not maliciously damaged by the employee in the line of duty will be repaired or replaced at the City's expense.

**Section 10.2 Clothing Allowance.**

Effective May 1, 2002, non-uniformed employees shall be furnished an allowance of One Thousand Dollars ($1,000.00) per year if they are assigned to duties requiring plainclothes on January 1 of any calendar year. Payment shall be made to such eligible employee by January 15 of said calendar year. If an employee enters a plainclothes assignment after January 1, the employee shall receive $83.00 per remaining calendar month. The allowance shall be paid in lump sum.

Draft

## ARTICLE 11 FRINGE BENEFITS

**Section 11.1 Physical Fitness Incentive.**

The City will pay one hundred and fifty dollars ($150.00) ~~seventy-five dollars ($75.00)~~ toward the annual dues at any physical fitness center designated by the City for any employee covered by this Agreement who desires to receive such contribution. Any employee desiring to participate, as a condition of participation, shall agree to the use of facilities of the centers so designated on an average of not less than twice per week over the course of the membership year or to refund the one hundred

and fifty dollars ($150.00) ~~seventy-five dollars ($75.00)~~ to the City for any year in which his attendance averages less than twice per week.

**Section 11.2 Group Health Insurance.**

(a) The City will enroll all officers covered by this Agreement in one of the components of the City of Bloomington Employee Group Health Care Plans, unless an officer has elected Union Health Insurance coverage. The City agrees that an officer may select the Union Health Plan for himself, or for himself and his dependents in lieu of coverage under the City's Group Health Benefit Plan. If the officer makes such election, the City shall pay a portion of the monthly premium as outlined in subsection b.

(b) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for dependent tiers for group health insurance under the City of Bloomington Employee Health Care Plan or Union Health Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

c) In any year in which the total amount of medical benefits paid is more than 150% of the average amount paid out

Draft

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 Benefit Plan.

d) The City will pay 50% of the premium for dental insurance for the employee and their dependents.

e) The City will pay 50% of the premium for vision insurance for the employee and their dependents.

f) On or before December 1, 1999, employees shall in writing (assuming proof of insurability and other insurance prerequisites are met), elect coverage under either the City's group health benefit plan or under the Union Health Plan. An employee once electing coverage under the City's group health benefit plan or the Union Health Plan may not thereafter change to coverage under the other plan except through mutual agreement of the parties, unless the employee can show substantially changed and unanticipated family circumstances (such as divorce or retirement) unrelated to the health of the individual or his dependents.

g) The Union waives the right to grieve or bargain over City changes and amendments to the City of Bloomington Group Health Benefit(s) plans, or the effects of same. This waiver shall continue until the parties mutually agree otherwise.

Draft

h) Life Insurance. The City will carry in effect a group life insurance policy for covered employees which pays $50,000 to a beneficiary designated by the employee in the event of the employee's death (double that amount for accidental death and dismemberment). The City will pay the premiums for such policy.

**Section 11.3 Health Insurance Committee.**

The Union agrees to participate in a health insurance committee to monitor and study changes and issues related to health insurance plans offered by the City. Said committee may meet from time to time and make recommendations regarding the health insurance plans. Participation in the committee shall not waive either parties collective bargaining rights or obligations and committee recommendations shall not be binding on either party. Bargaining unit members who participate in committee meetings shall either (1) attend meetings as part of their regular duty day or (2) in the event a meeting takes place outside their regular duty day, be credited time spent at the meeting (at their regular rate of pay).

Draft

**Section 11.4 Tuition Reimbursement.**

1) The City will reimburse an employee for the cost of tuition, fees and any required books for a college course under the following conditions:

a) The employee notifies the Chief of Police prior to registration of his intent to claim tuition reimbursement for the course.

b) The course is required or part of a required sequence leading to a Bachelor's or Master's Degree in Labor Relations, Criminal Justice, Public Administration, Police Science, Traffic and Safety Management or other course deemed by the Chief of Police or City Manager in his discretion to be of benefit to the Department.

c) 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
(includes pass in a pass/fail option)

Draft

2) An employee who leaves the Department within one (1) year of receiving reimbursement for a BA/BS degree will refund City the amount reimbursed for the previous twelve (12) months. This sum may be withheld from the final paycheck.

An employee who leaves the Department within one (1) year of receiving reimbursement for a MA/MS degree will refund to the City the amount reimbursed for the previous thirty (30) months. This sum may be withheld from the final paycheck.

In the event an employee dies or becomes disabled and no longer able to function in the capacity as a police officer, and the aforesaid time limitations have not expired, no fee or cost whatsoever shall be assessed to the employee or the employee's estate.

**Section 11.5 Damaged Personal Property.**

The City agrees to replace or repair at no cost to the employee personal items lost, damaged or stolen in the course of duty up to $200.00 per item. Personal items shall be defined to include such things as an employee's wristwatch, gloves, flashlight or other items deemed appropriate by the City for replacement. Employees must exhaust all other reimbursement options prior to receiving reimbursement from the City.

Draft

**Section 11.6 Survivor's Benefit.**

The City agrees that upon the death of an employee, the employee's estate shall receive full financial compensation for all unused Vacation time, Personal Convenience time, Court Exchange time, Wellness time and accumulated Earned time. The value of said time will be calculated at the deceased employee's hourly rate of pay and multiplied by the amount of unused time as defined above.

**Section 11.7 Mileage Reimbursement.**

Employees required to use their private automobiles for pre-approved Department business shall be compensated at a rate set forth in applicable IRS regulations.

**Section 11.8 Professional Fees and Subscriptions.**

If, as a condition of employment, the City requires an employee to become a member of a professional organization, or if the City requires an employee to subscribe to a professional journal, the City agrees to pay such fees or subscriptions. This includes, but is not limited to, fees associated with becoming and maintaining "Notary of the Public" status and SPSC alumni membership dues.

Draft

**Section 11.9 ICMA Retirement Corporation.**

The City agrees to give the PBPALC sixty (60) days written notice prior to implementation of any substantial changes to the benefits afforded to employees via the ICMA Retirement Corporation. The purpose of the notice provided herein is to permit input from the Union regarding the change(s).

~~to the~~

**Commented [AB1]:** Believe this is a typo. Would like to strike.

**Section 11.10 Transfer of Firearm Upon Retirement.**

Sworn Police Officers retiring in good standing or leaving on disability with a minimum of twenty years of uninterrupted service with the Bloomington Police Department will be issued their BPD

service weapon and one ammunition clip on their last day of actual work.

**Section 11.11 Other Fringe Benefits.**

All other existing fringe benefits, in effect immediately prior to the execution of this Agreement shall remain the same during the term of this Agreement.

## ARTICLE 12 MEETINGS BETWEEN THE PARTIES

At least once each three (3) months the employee representatives shall meet with the Chief of Police at a mutually agreeable time and place to exchange views and discuss matters of mutual concern.

Draft

## ARTICLE 13 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods,

equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## ARTICLE 14 ASSOCIATION RIGHTS

**Section 14.1 Union Security.**

The City agrees that it will not replace employees or allow employees other than union employees to perform work which is recognized and has historically been performed by Union employees, except during limited training or in cases of emergency (i.e. natural or manmade disasters).

Draft

**Section 14.2 Retaliatory Actions Prohibited.**

No employee shall suffer adverse employment action or otherwise be discriminated against in regard to his employment or threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted under this Agreement.

**Section 14.3 Notice of Policy Change.**

In an effort to encourage trust and communication, the City agrees to give the existing Union President fifteen (15) days notice prior to implementation of any changes to the written policies or work rules of either the police department or City involving conditions of employment. The purpose of the notice provided herein is to solicit input from the Union regarding the

written policy change. This provision shall not be construed to limit or discourage efforts of either the Union and/or police department administration to discuss additional matters of mutual concern.

**Section 14.4 Right to Data.**

The Union has the right to be furnished, upon request, and to the extent not prohibited by law, data and other information maintained by the City which is available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining. Denials of requests shall be in writing articulating the reason(s) for the refusal to provide said information. Denials of requests shall be grievable to Step 2 of the grievance procedure which shall not preclude or in any way limit the Union's right to challenge a denial in Circuit Court or at the Illinois State Labor Relations Board.

Draft

## ARTICLE 15 EMPLOYEE SAFETY

**Section 15.1 Unsafe Equipment.**

Ordinarily, no employee shall be required to use any equipment that is unsafe or not in proper working order for the use that said equipment is intended.

**Section 15.2 Parking Lot Safety.**

Recognizing the need for adequate security for all employees in parking areas, the City will take reasonable steps to safeguard employee security.

**Section 15.3 HIV.**

The parties understand that HIV is a highly communicable disease that could be life threatening if proper safety procedures are not followed. Facilities and employees will have available to them, at no cost, high quality HIV germicidals available for immediate use.

**Section 15.4 Violence Prevention Initiative.**

Draft

The parties agree that the safety of employees is of paramount importance. Therefore, the parties agree that the City shall, in a manner that is not arbitrary or capricious, abide by the Bloomington Police Department SOP 6.22 titled "Threats Against Police Officers" as it is updated from time to time

**Section 15.5 Safety Equipment.**

The City may require employees to wear certain protective equipment. The City shall furnish any required safety clothing, at no cost to the employee. This may include, but is not limited to, bullet resistant vests, reflective vests, safety shoes, helmets, gloves, etc. The City shall provide necessary training for the use of safety equipment. The department shall replace the safety equipment in accordance with the manufacture's guidelines. No

expired bullet resistant vest shall be issued to an employee without the employee's knowledge and consent.

**Section 15.6 Inoculations.**

The City of Bloomington agrees to pay all expenses for reasonable inoculations or immunization shots for a Sergeant or Lieutenant and/or members of the Sergeant's or Lieutenant's family or household member when such becomes medically necessary as a result of said Sergeant's or Lieutenant's exposure to a contagious disease, as defined by the United States Center for Disease Control, hazardous material, poison, poison gas, toxic materials or substances, radioactive material, biological weapon or similar calamity in the line of duty.

Draft

**Section 15.7 Decontamination.**

The City of Bloomington agrees to pay all expenses for reasonable decontamination or sterilization of the personal property of a Sergeant or Lieutenant and/or members of the Sergeant's or Lieutenant's family or household when such becomes necessary as a result of said Sergeant's or Lieutenant's exposure to anthrax, other biological weapon(s) or similar calamities, poison gas exposure such as to sarin, toxic materials or substances, or radioactive exposure. The exposure(s) to such

hazard(s) must be suffered by the Sergeant or Lieutenant while in the line of duty.

## ARTICLE 16 LIEUTENANT PROMOTIONAL PROCESS

### Section 16.1 Jurisdiction.

The Board of Fire and Police Commissioners shall retain jurisdiction over the Lieutenant promotional process pursuant to the following rules.

### Section 16.2 Eligibility.

All Sergeants are eligible to take the exam. However, Sergeants must have served a minimum of 18 months in the rank of Sergeant to be eligible to be promoted to Lieutenant.

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### Section 16.3 Promotional List.

A new promotional procedure will be initiated every three (3) years. The promotional list generated by the procedure herein will be good for three (3) years. The Department shall be required to maintain a current promotional list at all times.

### Section 16.4 Process.

The promotional process shall consist of the following components and their corresponding weights. All points shall be rounded to the nearest one hundredth of a point (two ((2)) decimal

points). Two (2) education points will be granted for a Bachelor degree from an accredited college or university that is recognized and approved by the U.S. Department of Education and four (4) educational points (not cumulative with the Bachelors) shall be granted for a Masters degree from an accredited college or university that is recognized and approved by the U.S. Department of Education. Education points will be awarded on the first day of the written exam. Seniority points will be awarded with a ½ point for each completed year of seniority as a Sergeant up to a max of four (4) points, with such computation beginning on the first day the employee is promoted to Sergeant and ending on the first day of the written test.

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| | |
|---|---|
| 1. Written Examination | 50 points |
| 2. Assessment Exercise(s) | 40 points |
| 3. Command Preference Points | 10 points |
| 4. Education Points | 4 points (max) |
| 5. Seniority Points | 4 points (max) |
| Total | 108 points possible |

**Section 16.5 Command Preference Points.**

The Chief of Police may give up to ten (10) points. Said points shall be determined in the following manner. Current Lieutenants and the Assistant Chiefs shall rank individually the

candidates, giving a maximum of 10 points for each candidate. The points received by each candidate from the Lieutenants and Assistant Chiefs shall be averaged. The Chief of Police shall not deviate from the points so assigned by more than three (3) points.

**Section 16.6 Test Material.**

The City shall provide, at no cost to the employee, all relevant study material. The material, in its entirety, shall be prepared for the employee. The material shall be provided in accordance to the time restrictions as set forth in this article. Any candidate not taking the test shall reimburse the City for the actual cost of test materials provided to the candidate and for the actual cost of the tests administration. The Chief of Police may, at his option, elect to waive the reimbursement to any candidate who did not take the test if the candidate can show good reason (sickness, activated for military service, death in family, etc.) for his inability to take the test.

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**Section 16.7 Time Line for Promotional Procedure.**

1. A minimum of 150 days prior to the scheduled testing date, the Department will post notice of the upcoming test. If the written test is to be given on a separate day than the assessment exercise(s), then the dates of said tests shall clearly be posted.

2. A minimum of 135 days prior to the scheduled testing date, all candidates wishing to participate in the promotional process shall declare their intent.

3. A minimum of 120 days prior to the scheduled testing date, the Department will furnish each candidate with all the study materials required for the testing process.

4. A minimum of 30 days prior to the scheduled testing date, the department will furnish each candidate with their Command Preference Points.

5. Test results for the written examination shall be provided to the candidates as soon as practicable after the written examination has concluded.

Draft

**Section 16.8 Emergency Situations.**

In situations where the Department has an emergency, the Department may postpone the written or assessment test(s). In the event one and/or more of the candidates has an emergency situation, the Union may request the Department to postpone the written and/or assessment tests. The parties will meet within twelve (12) hours from the postponement of the tests by the Department to discuss the rescheduling of the test. The parties will meet within the twelve (12) hours of the request of the Union for a postponement to discuss whether to postpone the process and the possible rescheduling of said promotional process. The decision whether to postpone the tests shall not be arbitrary and

capricious. Only those candidates having previously declared their intent to take the original test, as defined in Section 16.7 Time Line for Promotional Procedure shall be allowed to take the promotional exam on the newly scheduled date.

**Section 16.9 Assessment Exercises.**

Reasonable efforts will be made to administer assessment exercises fairly. Employees taking assessment exercises shall not be allowed to have other people assist them with the completion of the test.

**Section 16.10 Overtime for Testing.**

No overtime will be paid to candidates for participating in the promotional process. However, candidates participating in the process may do so while on duty status without diminution of benefits.

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**Section 16.11 Monitors for Exams.**

The Union shall be allowed a maximum of two (2) monitors on any day that any part of the exam is being administered. The monitors shall be chosen solely by the Union. The monitors shall be employees holding the rank of Lieutenant. No monitor shall be used that is an acting Lieutenant or Sergeant. Monitors shall be allowed to double check the accuracy of all mathematic calculations.

**Section 16.12 Rule of Three.**

All promotions to the rank of Lieutenant shall be made by the Chief from the three (3) candidates having the highest rating on the promotional eligibility register at the time of such promotion. Where there are less than three (3) names on such register, as originally posted, or remaining thereon after appointments have been made therefrom, appointments to fill existing vacancies shall be made from those names or name remaining on the promotional register.

## ARTICLE 17 SAVINGS/CONFLICTS

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### Section 17.1 Savings.

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

### Section 17.2 Conflicts.

Ordinances, rules and regulations of the City in conflict with the provisions of this Agreement are superseded as provided in Section 15(b) of the Illinois Public Labor Relations Act.

## ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective retroactive to May 1, 2014, and shall remain in full force and effect until the 30th day of April,

2017. The parties agree that the term of this Agreement shall not be precedential, 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.

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## ARTICLE 19 DROP PLAN

In the event an Illinois Statue applicable to members of the bargaining unit is revised to authorize a Deferred Retirement Option Plan, the parties agree to bargain over the terms and conditions of implementation thereof. In the event the parties reach impasse, either party may invoke the impasse resolution provisions of Section 14 of the Illinois Public Labor Relations Act.

## ARTICLE 20 MANAGED COMPETITION

The City agrees that it will not replace officers or allow officers other than bargaining unit members to perform traditional core police functions such as patrol and investigations as has historically been performed by bargaining unit members, except during limited training or in cases of emergency (i.e. natural or man-made disasters). The City may, however, assign the following work to other than bargaining unit members, including volunteers, where such assignment of work does not result in the layoff or replacement of any full-time bargaining unit member(s) in violation of Section 14.1 Union Security: grant writing, fleet maintenance or other activities which historically have not been performed by bargaining unit members. The parties further agree that the supervision of crossing guards and parking attendants is not a core police function and these duties can be reassigned within the City and/or services contracted out without violating any provision of this agreement.

Draft

## ARTICLE 21 ENTIRE AGREEMENT

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

at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

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IN WITNESS WHEREOF, the parties hereto have set their hands this ___ day of April, 2018.

**POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE**

/s/_____

/s/_____

/s/_____

/s/_____

Draft

**CITY OF BLOOMINGTON, ILLINOIS**

/s/_____

/s/_____

/s/_____

**APPENDIX A -** Re: Parking

**SIDE LETTER OF AGREEMENT**
**BETWEEN**
**THE CITY OF BLOOMINGTON AND THE PBPALC**

The parties hereby agree to the following benefit:

The City shall provide, at no cost to the employee, two (2) parking stickers for the parking lot directly east of the Department.

Draft

**APPENDIX B -** Re: Administrative Services Lieutenant

**SIDE LETTER OF AGREEMENT**
**BETWEEN**
**THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Administrative Services Lieutenant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Lieutenant selected to fill the position of Administrative Services Lieutenant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Administrative Services Lieutenant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

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**APPENDIX C -** Re: Professional ~~Standards~~ ~~Development~~ Lieutenant

**SIDE LETTER OF AGREEMENT**
**BETWEEN**
**THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Professional ~~Standards~~ Development Lieutenant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Lieutenant selected to fill the position of Professional ~~Standards~~ Development Lieutenant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Professional ~~Standards~~ Development Lieutenant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

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**APPENDIX D - Re: Community Engagement Unit Sergeant.**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Community Engagement Unit Sergeant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Sergeant selected to fill the position of Community Engagement Unit Sergeant shall be a management decision. The assignment to this position is not subject to the bidding process. It is understood and agreed between the parties that the position of Community Engagement Unit Sergeant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement.

It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

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## APPENDIX F - Re: Administrative Services -Sergeant

It is understood and agreed between the parties that the creation of a bargaining unit position of one Administrative Services Sergeant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Sergeant selected to fill the position of Administrative Services Lieutenant shall be a management decision. The assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Administrative Services Sergeant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

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## APPENDIX G - Re: Court Sergeant

**SIDE LETTER OF AGREEMENT**
**BETWEEN**
**THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Court Sergeant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Sergeant selected to fill the position of Court Sergeant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Court Sergeant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

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**APPENDIX ~~E~~H -** Re: Straight Time

**SIDE LETTER OF AGREEMENT**
**BETWEEN**
**THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the custom of Straight Time is a historical practice that has been in effect for many years and is hereby mutually consented to. It is also understood and agreed upon by the parties that the process of earning, accumulating and the use of Straight Time is a benefit that shall not be altered except via the collective bargaining process once this memorandum is signed by all parties. It is also understood and agreed between the parties that the provisions of this memorandum shall constitute a voluntary change, instituted by both parties, to modify specific portions of the historical practice and thereby promulgate a new modified practice.

It is understood and agreed between the parties that Straight Time shall be earned at a rate of one half hour per actual day worked by every Sergeant and Lieutenant assigned to the patrol division and proactive division. It is understood and agreed between the parties that the one half hour per day worked is primarily intended for, but not necessarily specifically limited to, time used for preparation and miscellaneous duties conducted by

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patrol supervisors and proactive supervisor(s) prior to the Sergeant(s) and Lieutenant(s) actual tour of duty. It is understood and agreed between the parties that the earning of Straight Time is not predicated upon the number of Sergeant(s) or Lieutenant(s) working a shift on any given day.

It is also understood and agreed between the parties that earning straight time is not automatic, nor based upon a Sergeant or Lieutenant simply being on duty. It is understood and agreed the earning of straight time is contingent upon actually being engaged in some sort of shift preparation work or other miscellaneous duty that exceeds the Sergeant or Lieutenant's regular shift.

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It is understood and agreed between the parties that Straight Time shall be available to Sergeants and Lieutenants of all divisions. However, the earning of this Straight Time shall not be connected to the preparation of shift briefings for specialized divisions. Straight Time can be accumulated, at the discretion of said supervisor of any division, subject to good judgment and documentation. It is understood and agreed between the parties that this provision constitutes no change in the past practice.

It is understood and agreed between the parties that up to a maximum of twenty four (24) hours of Straight Time can be banked by any supervisor assigned to the patrol division or

specialized division. All Straight Time in excess of twenty four (24) hours shall be forfeited. It is understood and agreed between the parties that any Sergeant or Lieutenant with over 24 hours of accumulated Straight Time, at the time this agreement is signed by all parties, shall have until December 31, 2001 to comply with this provision.

It is understood and agreed between the parties that Straight Time may be taken in any increment. This includes the ability of a Sergeant or Lieutenant to use Straight Time to take an entire day off if the Sergeant or Lieutenant so desires.

It is understood and agreed between the parties that the *earning* of straight time shall be time for time. It is also understood and agreed between the parties that the *use* of straight time shall be time for time. An example of this would be as follows: One half (1/2) hour of banked straight time entitles the employee to one half (1/2) hour of time off. Eight hours of banked straight time entitles the employee to eight hours off. Nothing herein suggests that the Sergeant or Lieutenant must use the straight time in any specific increment. The aforesaid is proffered for the purpose of clarity only.

It is understood and agreed between the parties that a Sergeant or Lieutenant shall not be ordered to accumulate Straight Time in order to avoid earning overtime. It is understood

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and agreed between the parties that this Memorandum of Understanding is not meant to conflict with other provisions of the Collective Bargaining Agreement and, as such, no other terms or conditions of employment are intended to be modified as a result f the parties promulgating the conditions set forth herein. It is understood and agreed between the parties that no other special considerations nor exclusions from the current collective bargaining agreement, not specifically outlined herein, have been authorized.

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## APPENDIX ~~F~~I – Wage Table Effective May 1, 20~~17~~20

| Appendix G Wage Table Effective May 1, 2017<br>2.5% Increase | | | | | | |
|---|---|---|---|---|---|---|
| **SERGEANTS** | **Entry** | **1 year** | **2 years** | **4 years** | **6 years** | **8 years** |
| Annual | $98,051.20 | $100,256.00 | $102,419.20 | $104,624.00 | $106,808.00 | $108,992.00 |
| Bi-Weekly | $3,771.20 | $3,856.00 | $3,939.20 | $4,024.00 | $4,108.00 | $4,192.00 |
| Hourly | $47.14 | $48.20 | $49.24 | $50.30 | $51.35 | $52.40 |
| OT | $70.71 | $72.30 | $73.86 | $75.45 | $77.03 | $78.60 |
| Holiday Total/Yr | $6,552.46 | $6,699.80 | $6,844.36 | $6,991.70 | $7,137.65 | $7,283.60 |
| TOTAL W/HOLIDAY | $104,603.66 | $106,955.80 | $109,263.56 | $111,615.70 | $113,945.65 | $116,275.60 |
| Bi-Weekly w/holiday | $4,023.22 | $4,113.68 | $4,202.44 | $4,292.91 | $4,382.53 | $4,472.14 |
| **LIEUTENANTS** | **Entry** | **1 year** | **3 years** | | | |
| Annual | $113,214.40 | $115,668.80 | $118,144.00 | | | |
| Bi-Weekly | $4,354.40 | $4,448.80 | $4,544.00 | | | |
| Hourly | $54.43 | $55.61 | $56.80 | | | |
| OT | $81.65 | $83.42 | $85.20 | | | |
| Holiday Total/Yr | $7,565.77 | $7,729.79 | $7,895.20 | | | |
| TOTAL W/HOLIDAY | $120,780.17 | $123,398.59 | $126,039.20 | | | |
| Bi-Weekly w/holiday | $4,645.39 | $4,746.10 | $4,847.66 | | | |

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Note: Payroll calculations will be based upon the employee's hourly rate. Other figures are for informational purposes only.

## APPENDIX ~~G~~J – Wage Table Effective May 1, 20~~18~~21

| Appendix G Wage Table Effective May 1, 2018 | | | | | | |
|---|---|---|---|---|---|---|
| 2.5% Increase | | | | | | |
| **SERGEANTS** | **Entry** | **1 year** | **2 years** | **4 years** | **6 years** | **8 years** |
| Annual | $100,505.60 | $102,772.80 | $104,977.60 | $107,244.80 | $109,470.40 | $111,716.80 |
| Bi-Weekly | $3,865.60 | $3,952.80 | $4,037.60 | $4,124.80 | $4,210.40 | $4,296.80 |
| Hourly | $48.32 | $49.41 | $50.47 | $51.56 | $52.63 | $53.71 |
| OT | $72.48 | $74.12 | $75.71 | $77.34 | $78.95 | $80.57 |
| Holiday Total/Yr | $6,716.48 | $6,867.99 | $7,015.33 | $7,166.84 | $7,315.57 | $7,465.69 |
| TOTAL W/HOLIDAY | $107,222.08 | $109,640.79 | $111,992.93 | $114,411.64 | $116,785.97 | $119,182.49 |
| Bi-Weekly w/holiday | $4,123.93 | $4,216.95 | $4,307.42 | $4,400.45 | $4,491.77 | $4,583.94 |
| **LIEUTENANTS** | **Entry** | **1 year** | **3 years** | | | |
| Annual | $116,043.20 | $118,560.00 | $121,097.60 | | | |
| Bi-Weekly | $4,463.20 | $4,560.00 | $4,657.60 | | | |
| Hourly | $55.79 | $57.00 | $58.22 | | | |
| OT | $83.69 | $85.50 | $87.33 | | | |
| Holiday Total/Yr | $7,754.81 | $7,923.00 | $8,092.58 | | | |
| TOTAL W/HOLIDAY | $123,798.01 | $126,483.00 | $129,190.18 | | | |
| Bi-Weekly w/holiday | $4,761.46 | $4,864.73 | $4,968.85 | | | |

Draft

Note: Payroll calculations will be based upon the employees hourly rate. Other figures are for informational purposes only.

## APPENDIX ~~HK~~ – Wage Table Effective May 1, 20~~19~~22

| Appendix H Wage Table Effective May 1, 2019 | | | | | | |
|---|---|---|---|---|---|---|
| 2.5% Increase | | | | | | |
| **SERGEANTS** | **Entry** | **1 year** | **2 years** | **4 years** | **6 years** | **8 years** |
| Annual | $103,022.40 | $105,352.00 | $107,598.40 | $109,928.00 | $112,216.00 | $114,504.00 |
| Bi-Weekly | $3,962.40 | $4,052.00 | $4,138.40 | $4,228.00 | $4,316.00 | $4,404.00 |
| Hourly | $49.53 | $50.65 | $51.73 | $52.85 | $53.95 | $55.05 |
| OT | $74.30 | $75.98 | $77.60 | $79.28 | $80.93 | $82.58 |
| Holiday Total/Yr | $6,884.67 | $7,040.35 | $7,190.47 | $7,346.15 | $7,499.05 | $7,651.95 |
| TOTAL W/HOLIDAY | $109,907.07 | $112,392.35 | $114,788.87 | $117,274.15 | $119,715.05 | $122,155.95 |
| Bi-Weekly w/holiday | $4,227.20 | $4,322.78 | $4,414.96 | $4,510.54 | $4,604.43 | $4,698.31 |
| **LIEUTENANTS** | **Entry** | **1 year** | **3 years** | | | |
| Annual | $118,934.40 | $121,534.40 | $124,134.40 | | | |
| Bi-Weekly | $4,574.40 | $4,674.40 | $4,774.40 | | | |
| Hourly | $57.18 | $58.43 | $59.68 | | | |
| OT | $85.77 | $87.65 | $89.52 | | | |
| Holiday Total/Yr | $7,948.02 | $8,121.77 | $8,295.52 | | | |
| TOTAL W/HOLIDAY | $126,882.42 | $129,656.17 | $132,429.92 | | | |
| Bi-Weekly w/holiday | $4,880.09 | $4,986.78 | $5,093.46 | | | |

Note: Payroll calculations will be based upon the employees hourly rate. Other figures are for informational purposes only.

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## APPENDIX L – Wage Table Effective May 1, 2023

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## GLOSSARY

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chiefs absence.

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

Human Resource Director includes the appropriate designee in the Director's absence.

His/He/Him includes both male and female officers.

Union President includes the appropriate designee in the President's absence.

City means the City of Bloomington, Illinois.

Union means the Policemen's Benevolent Labor Committee.

Employee means any Sergeant or Lieutenant employed by the City excluding the Chief of Police and Assistant Chiefs of Police.

Draft

## Appendix H Wage Table Effective May 1, 2020

**2.5% Increase - DRAFT**

| SERGEANTS | Entry | 1 year | 2 years | 4 years | 6 years | 8 years |
|---|---|---|---|---|---|---|
| Annual | $105,601.60 | $107,993.60 | $110,281.60 | $112,673.60 | $115,024.00 | $117,374.40 |
| Bi-Weekly | $4,061.60 | $4,153.60 | $4,241.60 | $4,333.60 | $4,424.00 | $4,514.40 |
| Hourly | $50.77 | $51.92 | $53.02 | $54.17 | $55.30 | $56.43 |
| OT | $76.16 | $77.88 | $79.53 | $81.26 | $82.95 | $84.65 |
| Holiday Total/Yr | $7,057.03 | $7,216.88 | $7,369.78 | $7,529.63 | $7,686.70 | $7,843.77 |
| TOTAL W/HOLIDAY | $112,658.63 | $115,210.48 | $117,651.38 | $120,203.23 | $122,710.70 | $125,218.17 |
| Bi-Weekly w/holiday | $4,333.02 | $4,431.17 | $4,525.05 | $4,623.20 | $4,719.64 | $4,816.08 |

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| LIEUTENANTS | Entry | 1 year | 3 years |
|---|---|---|---|
| Annual | $121,908.80 | $124,571.20 | $127,233.60 |
| Bi-Weekly | $4,688.80 | $4,791.20 | $4,893.60 |
| Hourly | $58.61 | $59.89 | $61.17 |
| OT | $87.92 | $89.84 | $91.76 |
| Holiday Total/Yr | $8,146.79 | $8,324.71 | $8,502.63 |
| TOTAL W/HOLIDAY | $130,055.59 | $132,895.91 | $135,736.23 |
| Bi-Weekly w/holiday | $5,002.14 | $5,111.38 | $5,220.62 |

e: Payroll calculations will be based upon the employees hourly rate.  Other figures are for informational purposes on

## Appendix H Wage Table Effective May 1, 2021

**2.5% Increase - DRAFT**

| SERGEANTS | Entry | 1 year | 2 years | 4 years | 6 years | 8 years |
|---|---|---|---|---|---|---|
| Annual | $108,243.20 | $110,697.60 | $113,048.00 | $115,481.60 | $117,894.40 | $120,307.20 |
| Bi-Weekly | $4,163.20 | $4,257.60 | $4,348.00 | $4,441.60 | $4,534.40 | $4,627.20 |
| Hourly | $52.04 | $53.22 | $54.35 | $55.52 | $56.68 | $57.84 |
| OT | $78.06 | $79.83 | $81.53 | $83.28 | $85.02 | $86.76 |
| Holiday Total/Yr | $7,233.56 | $7,397.58 | $7,554.65 | $7,717.28 | $7,878.52 | $8,039.76 |
| TOTAL W/HOLIDAY | $115,476.76 | $118,095.18 | $120,602.65 | $123,198.88 | $125,772.92 | $128,346.96 |
| Bi-Weekly w/holiday | $4,441.41 | $4,542.12 | $4,638.56 | $4,738.42 | $4,837.42 | $4,936.42 |

Draft

| LIEUTENANTS | Entry | 1 year | 3 years |
|---|---|---|---|
| Annual | $124,966.40 | $127,691.20 | $130,416.00 |
| Bi-Weekly | $4,806.40 | $4,911.20 | $5,016.00 |
| Hourly | $60.08 | $61.39 | $62.70 |
| OT | $90.12 | $92.09 | $94.05 |
| Holiday Total/Yr | $8,351.12 | $8,533.21 | $8,715.30 |
| TOTAL W/HOLIDAY | $133,317.52 | $136,224.41 | $139,131.30 |
| Bi-Weekly w/holiday | $5,127.60 | $5,239.40 | $5,351.20 |

e: Payroll calculations will be based upon the employees hourly rate.  Other figures are for informational purposes on

## Appendix H Wage Table Effective May 1, 2022

**4% Increase - DRAFT**

| SERGEANTS | Entry | 1 year | 2 years | 4 years | 6 years | 8 years |
|---|---|---|---|---|---|---|
| Annual | $112,569.60 | $115,128.00 | $117,561.60 | $120,099.20 | $122,616.00 | $125,112.00 |
| Bi-Weekly | $4,329.60 | $4,428.00 | $4,521.60 | $4,619.20 | $4,716.00 | $4,812.00 |
| Hourly | $54.12 | $55.35 | $56.52 | $57.74 | $58.95 | $60.15 |
| OT | $81.18 | $83.03 | $84.78 | $86.61 | $88.43 | $90.23 |
| Holiday Total/Yr | $7,522.68 | $7,693.65 | $7,856.28 | $8,025.86 | $8,194.05 | $8,360.85 |
| TOTAL W/HOLIDAY | $120,092.28 | $122,821.65 | $125,417.88 | $128,125.06 | $130,810.05 | $133,472.85 |
| Bi-Weekly w/holiday | $4,618.93 | $4,723.91 | $4,823.76 | $4,927.89 | $5,031.16 | $5,133.57 |

| LIEUTENANTS | Entry | 1 year | 3 years |
|---|---|---|---|
| Annual | $129,958.40 | $132,808.00 | $135,636.80 |
| Bi-Weekly | $4,998.40 | $5,108.00 | $5,216.80 |
| Hourly | $62.48 | $63.85 | $65.21 |
| OT | $93.72 | $95.78 | $97.82 |
| Holiday Total/Yr | $8,684.72 | $8,875.15 | $9,064.19 |
| TOTAL W/HOLIDAY | $138,643.12 | $141,683.15 | $144,700.99 |
| Bi-Weekly w/holiday | $5,332.43 | $5,449.35 | $5,565.42 |

Draft

e: Payroll calculations will be based upon the employees hourly rate.  Other figures are for informational purposes on

## Appendix H Wage Table Effective May 1, 2023

**3.75% Increase - DRAFT**

| SERGEANTS | Entry | 1 year | 2 years | 4 years | 6 years | 8 years |
|---|---|---|---|---|---|---|
| Annual | $116,792.00 | $119,454.40 | $121,971.20 | $124,612.80 | $127,212.80 | $129,812.80 |
| Bi-Weekly | $4,492.00 | $4,594.40 | $4,691.20 | $4,792.80 | $4,892.80 | $4,992.80 |
| Hourly | $56.15 | $57.43 | $58.64 | $59.91 | $61.16 | $62.41 |
| OT | $84.23 | $86.15 | $87.96 | $89.87 | $91.74 | $93.62 |
| Holiday Total/Yr | $7,804.85 | $7,982.77 | $8,150.96 | $8,327.49 | $8,501.24 | $8,674.99 |
| TOTAL W/HOLIDAY | $124,596.85 | $127,437.17 | $130,122.16 | $132,940.29 | $135,714.04 | $138,487.79 |
| Bi-Weekly w/holiday | $4,792.19 | $4,901.43 | $5,004.70 | $5,113.09 | $5,219.77 | $5,326.45 |

Draft

| LIEUTENANTS | Entry | 1 year | 3 years |
|---|---|---|---|
| Annual | $134,825.60 | $137,779.20 | $140,732.80 |
| Bi-Weekly | $5,185.60 | $5,299.20 | $5,412.80 |
| Hourly | $64.82 | $66.24 | $67.66 |
| OT | $97.23 | $99.36 | $101.49 |
| Holiday Total/Yr | $9,009.98 | $9,207.36 | $9,404.74 |
| TOTAL W/HOLIDAY | $143,835.58 | $146,986.56 | $150,137.54 |
| Bi-Weekly w/holiday | $5,532.14 | $5,653.33 | $5,774.52 |

e: Payroll calculations will be based upon the employees hourly rate.  Other figures are for informational purposes on