



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, DECEMBER 14, 2015 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Recognition of the following individuals who participated in the Fall 2015 Bloomington 101 Program
 - Olemuel Ashford
 - Deborah Brown
 - David Burch
 - Tara Henry
 - George Huonker
 - Tejas Jani
 - Tahnee Lee Lathrop

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- Cherry Lawson
- Y. Margot Mendoza
- Kimberly Mensah
- Tim Mitchell
- Michael O'Donnell
- Marcia Maxon Schwartz
- Sara Taylor
- Robin VanDermay
- Sarah Villafuerte
- Cat Woods

B. Appointment of Michael Gorman to the Regional Planning Commission (McLean County)

7. “Consent Agenda”

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

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

- A. Consideration of approving the Council Meeting Minutes of November 23, 2015. *(Recommend that the reading of the minutes of the previous Council Minutes of November 23, 2015, be dispensed with and the minutes approved as printed).*
- B. Consideration of approving Bills, Payroll and Electronic Transfers. *(Recommend that the bills payroll, and electronic transfers be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving an Appointment to the Regional Planning Commission (McLean County). *(Recommend that Michael Gorman be appointed to serve on as the City of Bloomington representative on the Regional Planning Commission (McLean County)).*
- D. Consideration of Ratification of Contract with Police Benevolent and Protective Association Unit 21 (patrol) for the period of May 1, 2014 through April 30, 2016. *(Recommend that the*

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Contract with Police Benevolent and Protective Association Unit 21 (patrol) for the period of May 1, 2014 through April 30, 2016 is ratified and staff is authorized to sign the agreement.)

- E. Consideration of approving a Memorandum of Understanding for Scott Oglesby. *(Recommend that Council approve the Memorandum of Understanding, and authorize the City Manager and City Clerk to sign the agreement.)*
- F. Consideration of waiving formal bidding process and approving an EMS Continuing Education and Quality Assurance Service Agreement as a limited source purchase in the amount of \$17,250. *(Recommend that the Council Waive any formal bidding process and approve as a limited source purchase the EMS Continuing Education and Quality Assurance Service Agreement in the amount of \$17,250.00, and authorize the City Manager and City Clerk to sign the necessary documents.)*
- G. Consideration of approving a Resolution waiving the formal bid process and purchase of Personal Protective Equipment – Firefighting Turnout Gear in the amount of \$50,700. *(Recommend that Resolution be approved waiving the formal bid process, the purchase of 20 complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from Municipal Emergency Services, Inc. (MES), Deerfield, IL, be approved, in the amount of \$50,700 and the Procurement Manager be authorized to issue a Purchase Order.)*
- H. Consideration of approving the purchase of one (1) International Dump Truck (unit number R25) for the Solid Waste Division of the Public Works Department using the State of Illinois Joint Purchasing Contract. *(Recommend that the purchase of one (1) International Dump Truck from Rush Truck Centers Normal, IL using the State of Illinois Joint Purchasing contract number PSD4018132 in the amount of \$159,640.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of approving the purchase for a scheduled replacement of one (1) Dump Truck (unit number W19) for the Water Transmission and Distribution Division of the Water Department. *(Recommend that the purchase of one (1) International Dump Truck from Rush Truck Centers Normal, IL using the State of Illinois Joint Purchasing contract number PSD4018132 in the amount of \$161,589.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of approval of an ordinance for Case SP-03-15 Petition requesting approval of a Special Use Permit for a Two-Family Dwelling for the property located at 812 E. Chestnut Street. *(Recommend that an Ordinance be approved for Case SP-03-15 for the Special Use Permit for a Two-Family Dwelling for the property located at 812 E. Chestnut Street, and authorize the Mayor and City Clerk to sign the necessary documents.)*

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- K. Consideration of approving an Ordinance for a Petition from Wittenberg Woods II, LLC, requesting approval of a Final Plat for the Wittenberg Woods at Prairie Vista Second Addition, located west of Morris Avenue and north of Lutz Road. *(Recommend that the Final Plat be approved, the Ordinance passed, the necessary surety and tap-on fees collected prior to releasing the plat for recording, and authorize the Mayor and City Clerk to sign the necessary documents.)*

8. “Regular Agenda”

- A. Public Hearing and Action on Fourth Amendment to Annexation Agreement with David Fedor, as Trustee of McLean County Land Trust CC-1 (Fox Creek)
- (a) Public Hearing on Fourth Amendment to Annexation Agreement
 - (i) Open Public Hearing
 - (ii) Staff Overview *(Presentation by Jeff Jurgens, Corporation Counsel, 5 minutes)*
 - (iii) Public Comment
 - (iv) Close Public Hearing
 - (b) Consideration of an Ordinance Approving the Fourth Amendment to an Annexation Agreement with David Fedor, as Trustee of McLean County Land Trust CC-1 Dated September 1, 1993. *(Recommend that Council approve the Ordinance approving the Fourth Amendment to the Annexation Agreement with David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, and authorize the Mayor and City Clerk to execute the necessary documents.) (Council discussion 10 minutes)*
- B. Public Hearing and Action on First Amendment to an Annexation Agreement with Hershey Grove, LLC (Hershey Grove)
- (a) Public Hearing on First Amendment to Annexation Agreement
 - (i) Open Public Hearing
 - (ii) Staff Overview *(Presentation by Jeff Jurgens, Corporation Counsel, 5 minutes)*
 - (iii) Public Comment
 - (iv) Close Public Hearing
 - (b) Consideration of an Ordinance Approving the First Amendment to an Annexation Agreement with Hershey Grove, LLC. *(Recommend That Council approve the ordinance approving the First Amendment to the Annexation Agreement with Hershey*

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Grove, LLC, and authorize the Mayor and City Clerk to execute the necessary documents.) (Council discussion 10 minutes)

- C. Public Hearing and Action on Third Amendment to an Annexation Agreement with Charles W. Palmer
- (a) Public Hearing on Third Amendment to Annexation Agreement
 - (i) Open Public Hearing
 - (ii) Staff Overview (*Presentation by Jeff Jurgens, Corporation Counsel, 5 minutes*)
 - (iii) Public Comment
 - (iii) Close Public Hearing
 - (b) Consideration of an Ordinance Approving the Third Amendment to An Annexation Agreement with Charles W. Palmer, dated February 13, 1996. (*Recommend that Council approve the ordinance approving the Third Amendment to the Annexation Agreement with Charles W. Palmer, and authorize the Mayor and City Clerk to execute the necessary documents.) (Council discussion 10 minutes)*)
- D. Presentation of the Empire Street Corridor Redevelopment Project Area Tax Increment Financing Redevelopment Plan and consideration of approving an ordinance to set a date for, and to approve a public notice of a public hearing for the Empire Street Corridor Redevelopment Project Area. (*Recommend that the ordinance to set a date for, and to approve a public notice of a public hearing for the Empire Street Corridor Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.) (Austin Grammer, Economic Development Coordinator & Mike Weber, Director, PGAV, Presentation 15 minutes, Council discussion 15 minutes)*)
- E. Consideration of approving An Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2015 and Ending April 30, 2016 for the City of Bloomington. (*Recommend the Council approve the 2015 Final Property Tax Levy Ordinance in the amount of \$24,063,066, and authorize the Mayor and City Clerk to execute the necessary documents.) (Council discussion 10 minutes.)*)
- F. City Infrastructure 2015 Projects Status Report (*Recommend that the Council receives the Presentation as information only*)
- a. Presentation by Steve Rasmussen, Assistant City Manager, 5 minutes
 - b. Presentation by Kevin Kothe, City Engineer, Public Works Division, 5 minutes
 - c. Presentation by Bob Yehl, Director, Water Department 5 minutes

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d. *Presentation by Jay Tetzloff, Director of Parks & Recreation, 5 minutes*

- 9. City Manager's Discussion**
- 10. Mayor's Discussion**
- 11. City Aldermen's Discussion**
- 12. Executive Session – *Cite Section***
- 13. Adjournment**
- 14. Notes**

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6. Recognition/Appointments

- A. Recognition of the following individuals who participated in the Fall 2015 Bloomington 101 Program
- Olemuel Ashford
 - Deborah Brown *
 - David Burch
 - Tara Henry *
 - George Huonker
 - Tejas Jani
 - Tahnee Lee Lathrop
 - Cherry Lawson *
 - Y. Margot Mendoza
 - Kimberly Mensah
 - Tim Mitchell *
 - Michael O'Donnell
 - Marcia Maxon Schwartz *
 - Sara Taylor
 - Robin VanDermay *
 - Sarah Villafuerte
 - Cat Woods
- B. Appointment of Michael Gorman to serve on the Regional Planning Commission (McLean County)

* Individuals who have confirmed attending the Council Meeting

Certificate of Participation

Awarded to

D. Margot Mendoza

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

Awarded to

Robin VanDermay

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

Awarded to

Cherry Lawson

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

Awarded to

Sara Taylor

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

Awarded to

Tahnee Lee Lathrop

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

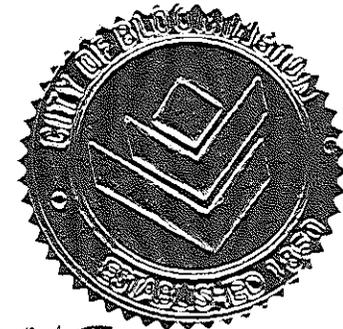
Certificate of Participation

Awarded to

Cat Woods

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

Awarded to

Tara Henry

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

Awarded to

David Burch

For attending the Bloomington 101 program

Fall 2015



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Mayor Tari Renner

December 4, 2015

Date

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Michael O'Donnell

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Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

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Marcia Maxson Schwartz

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

Awarded to

Kimberly Mensah

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

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George Huonker

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Fall 2015



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December 4, 2015

Date

Certificate of Participation

Awarded to

Olemuel Ashford

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

Awarded to

Deborah Brown

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date

Certificate of Participation

Awarded to

Sarah Villafuerte

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

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Tim Mitchell

For attending the Bloomington 101 program

Fall 2015



Tari Renner

Mayor Tari Renner

December 4, 2015

Date



CONSENT AGENDA ITEM: 7A

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of approving the Council Minutes of the November 23, 2015 Regular City Council Meeting Minutes.

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of November 23, 2015 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Minutes of November 23, 2015 Regular City Council Meeting, have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

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

David A. Hales, City Manager

Attachments:

- November 23, 2015 Regular City Council Meeting
-

Motion: That the reading of the minutes of the previous Council Minutes of the November 23, 2015 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

**REGULAR CITY COUNCIL MEETING SESSION
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, NOVEMBER 23, 2015; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, November 23, 2015. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

Mayor Renner requested those present to remain standing for a moment of silent prayer.

4. Roll Call

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

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

Staff Present: David A. Hales, City Manager, George Boyle, Assistant Corporate Counsel, Cherry L. Lawson, City Clerk and other City staff were also present.

5. Public Comment

Mayor Renner opened the meeting to receive Public Comment. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Donna Bolen

6. Recognition/Appointments

The following was presented:

Item 6A. Recognition Georgia Bouda, Director of Library Services on her retirement with nine (9) years with the Bloomington Library District.

The following was presented:

Item 6B. Recognition of Les Siron, Deputy Fire Chief on his retirement with 26 years with the Bloomington Fire Department.

The following was presented:

Item 6C. Recognition of Eric West on his promotion to Deputy Chief of Operations position with the Bloomington Fire Department.

The following was presented:

Item 6D. Recognition of Michael Hartwig on his promotion to Battalion Chief with the Bloomington Fire Department.

The following was presented:

Item 6E. Recognition of Mark Visinitine on his promotion to Captain Position with the Bloomington Fire Department.

The following was presented:

Item 6F. Recognition of Adam Ladendorf on his promotion to Engineer with the Bloomington Fire Department.

The following was presented:

7. Consent Agenda

Mayor Renner called on the Council to see whether any items needed to be pulled from the Consent Agenda for further discussion. Alderman Black requested Item 7C be pulled for discussion.

Motion by Alderman Painter, seconded by Alderman Schmidt to approve the items on the Consent Agenda excluding Item No. 7C.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Council Meeting Minutes of November 9, 2015 Regular City Council Meeting and the September 10, 2012 Work Session Meeting Minutes. *(Recommend that the reading of the minutes of the previous Council Proceedings of November 9, 2015 and September 10, 2012, be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers. *(Recommend that the bills, payroll and electronic transfers be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of approving a schedule for Council Meetings and related Boards and Commission Meeting dates for the 2016 Calendar Year. *(Recommend that Council approves the 2016 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.)* **PULLED FROM THE CONSENT AGENDA.**

The following was presented:

Item 7D. Consideration of a Resolution authorizing a Change Order in the amount of \$70,000.00 in the contract between the City of Bloomington and Maurer Stutz, FY 2014 HoJo Pump Station Gravity Sewer Feasibility Study Contract, for the purpose of funding the expansion of scope to include the design of a new gravity sewer to Wittenberg Woods which will eliminate an additional lift station. *(Recommend that the Resolution authorizing a change order in the amount of \$70,000 and the contract between the City of Bloomington and Maurer-Stutz FY2014 HoJo Pump Station Gravity Sewer Feasibility Study be approved and authorize the Mayor and City Clerk to sign the necessary documents.)*

RESOLUTION NO. 2015-46

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$60,000 ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND MAURER-STUTZ, INC. (P.O. 20140319).

The following was presented:

Item 7E. Consideration of Review and Analysis of Proposal and Approval of the FY 2016 CCTV Sewer Inspection Contract, City Bid No. 2016-28 in the amount of \$150,000. *(Recommend that the prices from G.A. Rich & Sons, Inc. for the base bid and additive alternates be accepted, the minor omission technicality be waived, the contract be awarded in the amount of \$150,000.00 contingent upon receipt of satisfactory reference and software documentation per the specifications within 5 business days, and the Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7F. Consideration of review and approval of funding a stream stabilization and fish habitat installation of a segment of T2, a tributary stream to Evergreen Lake at Comlara Park, through the City's Intergovernmental Agreement with McLean County, The Town of

Normal and the McLean County Soil Water Conservation District. *(Recommend that the expenditure of \$51,201 be approved for stabilizing the lower 3,500 feet of Evergreen Lake tributary T2 through the Watershed Conservation intergovernmental agreement and the Procurement Manager be authorized to issue a purchase order.)*

The following was presented:

Item 7G. Consideration of approving administrative services contract with Healthcare Service Corporation/Blue Cross Blue Shield of Illinois and the Catamaran/Optum and the 2016 premium rates for Health Alliance. *(Recommend that the administrative services contract with Healthcare Services Corporation/Blue Cross Blue Shield of Illinois and the Catamaran/Optum be approved, the 2016 premium rates for Health Alliance be accepted and the Mayor and City Clerk execute the necessary documents.)*

The following was presented:

Item 7H. Consideration of approving the FY2015 Comprehensive Financial Annual Report as audited. *(Recommend that Council accept and approve the Comprehensive Annual Financial as presented.)*

The following was presented:

Item 7I. Consideration of approving a Sewer Extension Agreement with Nord Enterprises for Lot 1 and 2 of the Cunningham Subdivision. *(Recommend that the agreement with Nord Enterprises for a Sewer Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7J. Consideration of an Ordinance authorizing the establishment of Tax Incremental Financing “Interested Parties” registries and adopting registration rules for such registries. *(Recommend that the Ordinance authorizing the establishment of a Tax Increment Financing “Interested Parties” registries and adopting registration rules for such registries be approved and authorize the Mayor and City Clerk to execute the necessary documents.)*

Ordinance No. 2015-77

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
AUTHORIZING THE ESTABLISHMENT OF TAX INCREMENT FINANCING “INTERESTED
PARTIES” REGISTRIES AND ADOPTING REGISTRATION RULES FOR SUCH
REGISTRIES**

The following was presented:

Item 7K. Consideration of approving an Ordinance approving a Petition from Reshma Shah and Property Investments LLC, for an Expedited Final Plat for the Nature's Trail Subdivision, located west of Morris Avenue and south of Butchers Lane. (Recommend that the Ordinance be approved for the Expedited Final Plat subject to the Petitioner paying the required tap-on fees prior to recording of the final plat.)

**ORDINANCE NO. 2015 - 78
AN ORDINANCE APPROVING THE FINAL PLAT OF NATURES TRAIL
SUBDIVISION**

The following was presented:

Item 7L. Consideration of approving an Ordinance for a Petition from Cedar Ridge of Bloomington, LLC requesting approval of a Final Plat for the Second Addition to Cedar Ridge Subdivision, located east of Main Street and South of Woodrig Road. (Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner providing necessary surety and paying the required tap-on fees prior to recording the final plat.)

**ORDINANCE NO. 2015 -79
AN ORDINANCE APPROVING THE FINAL PLAT OF THE SECOND
ADDITION OT CEDAR RIDGE SUBDIVISION**

The following was presented:

Item 7C. Consideration of approving a schedule for Council Meetings and related Boards and Commission Meeting dates for the 2016 Calendar Year. (Recommend that Council approves the 2016 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.)

Alderman Black stated that he would like to see intergovernmental dates on the calendar as it would be beneficial to Council to know when the other jurisdictions are meeting as the City have many intergovernmental challenges facing the City. I would like to see those dates and times added to the calendar. The Council could sit down with the County say the fifth Monday of the month to meet and discuss issues with the different units.

Motion by Alderman Black, seconded by Alderman Schmidt that Council approves the 2016 Calendar of Meeting dates for the City Council and Council related Boards and Commissions as presented.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

8. Regular Agenda Items

Item 8A. Consideration of approving a Resolution adopting the City of Bloomington Facilities Master Plan. (*Russel Waller, Facilities Manager, Presentation 10 minutes, Council Discussion 15 minutes.*)

Mr. Rasmussen provided a brief overview of this item and introduced Russel Waller, Facilities Manager who would be providing a brief PowerPoint Presentation on this item.

Mr. Waller stated, at the April 22, 2013 meeting, City Council approved a contract with Faithful & Gould, Inc. to perform a Property Condition Assessment of 40 city facilities and prepare condition assessment reports for each. The facilities were evaluated and twenty-three Condition Assessment Reports which contain more than 1,500 pages of narrative, illustration, charts and data were prepared and are referred to as the Facilities Master Plan. The maintenance and repair projects identified in the plan are based on demonstrated need and backed by professional engineering and analysis.

Many of the maintenance and repair projects, such as routine equipment replacements, have already been incorporated into City budgets and implemented by City staff, but at funding levels lower than recommended. Although the plan consists of twenty-three individual Condition Assessment Reports, the following key issues were included in all.

Key Components of the Facilities Master Plan

1. Address Life Safety and Code Compliance Issues
2. Replace Outdated Fire Alarm and Security Systems
3. Improve Emergency Operation Systems
4. Perform Regular Routine Maintenance to Increase Facility Life

Facility Condition Index (FCI) provides a relative measure for comparing one building (or group of buildings) to another. This index is a calculation, derived by dividing the total accumulated project cost for the 10 year window covered by this report by the total Component Replacement Value (CRV) of the building. The index is intended to show the current and future conditions of the building if no capital investment is made.

Mr. Waller stated staff does have a large amount of repairs to perform some are more critical than others. Some of the repairs are life safety and code compliance issues, but with a limited budget, those are the repairs that staff has focused their attention upon. Staff is reviewing appropriate

budgeting to determine whether the funds exist to perform the repairs. The goal of the department is to have all of the facilities to achieve fair to good conditions for all of the City's facilities.

Alderman Schmidt asked whether Mr. Waller has considered rolling in as part of the \$33 million dollar proposed building repair those buildings that are beyond repair and have economically exhausted its useful lifespan.

Mr. Hales stated no further repairs would take place; part of this reason is staff will be adding some additional information to this report regarding the construction of a future city operations center that would take the place of Water, Sewer and Solid Waste facilities, and Fleet Maintenance facilities. Right now, the City have maintenance facilities in three different locations. The City believes, as with other cities, in the cost efficiency and effectiveness in looking at building for the future a center where all services can be brought under one location. This report only evaluated existing facilities and what is needed. He explained the Public Works Facility has outlived its useful life, that economically, it is not appropriate to salvage this building. The current size and structure will not serve the City's needs.

Mr. Waller stated that within the Public Works budget funds were budget for repair, but not replacement.

Alderman Schmidt asked whether the City was looking for opportunities to collaborate with entities as some of the buildings listed on the report are not too expensive to repair.

Mr. Hales stated that the City staff is exploring opportunities to collaborate with other community partners.

Alderman Hauman asked about the date of the report, January 2014. She asked why the report was delayed in coming to Council for consideration.

Mr. Hales stated that the City has seen some turnover in staff citing a turnover in Facility Managers. This year the City is trying to create a five (5) year Capital Improvement Program, that the City would like for Council to review and adopt each of the Master Plans as a guide. In March, the City staff will bring to Council a plan to finance each of these Master Plans.

Alderman Black commented about the report stating the public perception is that the City studies too much, too many consultants and reports. This is a very methodical approach in looking at all of our facilities and determine a cost for repairs or replacement over a 30 year period of time. It is time the City begin pursuing collaborative opportunities with other entities as each share in the same or similar concerns.

Alderman Mwilambwe asked about some type of re-payer or maintenance fund and whether the City currently has one. He suggested the City implement a maintenance type fund for buildings so that the City has some guidance as to how those repairs will be handled.

Mr. Hales, stated that Mr. Waller is the person who will be leading the charge for facility repairs or construction. Mr. Waller has been given a directive to setup a very modern and very

professional facilities management program going forward as the City has never had a formal facilities management program. Going forward the City will ensure there is a methodical approach to handling costs and repairs in a timely fashion. If the funds are not there for repairs, a recommendation will be included within the budget. A report will be brought to Council with this information along with consequences if the repairs are not made. Additionally, capital expenditures are critical; the City brings in the experts who can assist staff with these efforts.

Alderman Lower stated, the staff that is performing the job needs the tools in order to perform the job.

**RESOLUTION NO. 2015 -48
A RESOLUTION APPROVING THE CITY OF BLOOMINGTON
FACILITIES MASTER PLAN**

Motion by Alderman Schmidt, seconded by Alderman Painter that the Resolution approving the City of Bloomington Facilities Master Plan be adopted.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of adopting an Ordinance for Case SP-02-15 Petition requesting approval of a Special Use Permit for Multiple-Family Dwellings for the property located at 1021, 1025, 1031, 1037, and 1041 Drive. (Tom Dabareiner, Director of Community Development, Presentation 5 minutes, Council discussion 10 minutes.)

Mr. Dabareiner provided an overview of this item stating, the subject site is located on the east side of Ekstam Drive. It is approximately a quarter mile northeast of Empire Street and Haeffele Way. It is currently zoned B-1, Highway Business District. Multi-family is allowed in this zoning district only with a special use permit. The proposal is for 68 apartments.

There are apartments across Ekstam Drive to the west and adjacent to the site to the north. To the east it is open farm land. Development to the east is unlikely because of the airport runway approach. There are businesses to the south. Single-family homes are beyond the apartments to the northwest.

Given that there are apartments adjacent to the site or directly across the street and businesses to the south, the proposed multi-family dwellings will be compatible with the adjacent neighboring

uses. The single-family area to the northwest is buffered from the new apartments by the existing townhomes and apartments and there should be little impact from the new apartments.

Parking and Traffic

The developer is complying with the required amount of parking. No parking is allowed on the west side of Ekstam. This is a result of neighborhood complaints in recent years about traffic congestion. Sidewalks will be provided along the east side of Ekstam to protect the pedestrians from the vehicle traffic. Vehicle access to the new apartments will be off Ekstam Drive. The developer prepared a traffic study demonstrating Ekstam Drive, the intersections of Haeffele and Gerig, and Haeffele and Empire all have the capacity to accommodate the increased traffic generated by the new apartments.

ZONING BOARD OF APPEALS

This case was before the Zoning Board of Appeals for public hearings and review on June 17, and July 15, 2015. Planning staff explained how the adjacent uses are compatible with the proposed multi-family residences. Staff recommended approval conditioned upon a traffic study being provided that demonstrated adequate capacity on Ekstam and the nearby intersections. The study was performed between the two meetings and the findings were presented at the July 15, meeting which showed the capacity was adequate.

The petitioner explained the development will have a reduction in the number of dwelling units from a previous proposal, they will provide a playground, and will meet the code requirements. They will communicate street closures, welcome the removal of on street parking and stage construction to minimize congestion. They explained the traffic study shows adequate capacity for Ekstam Drive and the nearby intersections and how the study had been based upon assumptions of a worst case scenario. In response to Zoning Board of Appeals members' questions, they emphasized that it is not their job to show there will be no plane crashes or to change school districting policies, and these are not standards related to approval of their project.

No citizens spoke in favor of the petition. Ten citizens spoke in opposition to the petition. Their comments pertained to the following: insufficient access to off-site parks, no market need for the new apartments, noise, crime, apartments being an eyesore, school districting policies, overpopulation, light pollution and property values. Other opposing comments regarding the increased traffic pertained to bus congestion, the bottleneck at Gerig and Empire, an alternative subdivision exit, insufficient parking, mailboxes, children's safety, speeding cars, and emergency vehicles.

The Board voted in favor of recommending Ekstam by a vote of 3-2; this did not provide the four vote minimum required to constitute a formal recommendation. A recommendation in favor is consistent with staff's position.

Alderman Schmidt stated, it appears as though the applicants have met the requirements as per the City Code. That should Council not approve the Special Use Permit is there an opportunity for the developers to pursue legal recourse. She asked, what is the City's obligation in this situation?

Mr. Dabareiner stated, he could not provide a legal answer for that question. However, Council could review the standards to see whether it agree or disagree with the testimony that was given. From the City of Bloomington perspective, the developers have been very thorough in preparing their plans, reacting to staff questions and concerns; we think the developers have been very responsive.

Alderman Black commented about the Rental Inspection Program stating with the additional units, it may be difficult for staff to keep up with the demand. That sometimes the concerns expressed from area residents could be more related to safety as a component of the Rental Inspection Program.

Alderman Hauman commented about the Zoning Meeting and the number of persons who spoke at the meeting. She asked how the developers would use the land if not for this project.

Mr. Dabareiner stated, there are multiple uses in B-1 which includes multiple family use.

Alderman Fruin asked for clarification on the originally submitted project, a reduction from 92 units to 58 units. He asked whether the airport authority has endorsed this project.

Mr. Dabareiner stated that it is not an endorsement by the airport authority, rather acceptance of the project.

Alderman Buragas asked whether the proposal is consistent with the Comprehensive Plan that was adopted.

Mr. Dabareiner stated, yes. At the time the City did not have an adopted Comprehensive Plan, that after some verification, this area is earmarked for high density development opportunities.

Alderman Buragas asked whether there is a reason why the City requires approval for special use on residential properties.

Mr. Dabareiner, typically it is a compatibility issue. Whenever you mixed residential with a high-end business district, you want to ensure that the two are compatible—traffic and parking are very legitimate concerns. Certain aspects of the proposal the City wants to ensure that those concerns are addressed like play areas, and there is no cutting corners on the development.

Alderman Painter asked how would the traffic and congestion be addressed and was discussed by area neighbors in that community. She also asked whether there are plans for green space.

Mr. Dabareiner stated, the City of Bloomington asked for a Traffic Study and the developers did provide one. He explained that traffic is frequently discussed in this type of development. City will review the traffic study to address any concerns noted. The developer is providing an onsite private park area for its residents.

Alderman Lower commented on the economic conditions of the community. Although the climate may not be perfect we have a developer who is trying to capitalize on his investment, and he has been paying property taxes on this property for many years. The developer lives in this community and is reinvesting within our community.

Alderman Mwilambwe stated, he has spent a great deal of time reviewing this information as well as driving through the area. He recognized the developers for addressing the concerns of the area residents. He wanted to address some of the anger and concerns expressed by the residents in that area relating to this project. He stated, nothing has changed for the residents to come and go in the neighborhood. In their opinion, adding more apartments will increase the level of difficulty of navigating through traffic and will likely make matters worse. The residents have cited a higher vacancy rate that is typical of rental apartments in neighborhoods. Given the recent changes in the employment force in this community, I can understand those thoughts. Considering the worst case scenario, when at full capacity, traffic may worsen. The residents also expressed concerned that developers conducted the traffic study themselves and poses a conflict of interest. Rather, it would have been preferred if the study was done by a third party rather than the developers. The residents have expressed some concern that the traffic study was completed around the July 4th holiday. School is not in session, and many residents are likely to be away during this time frame. In the end he cannot argue with the residents and will not support the project. He stated that as the City moves forward with the new ordinances based on the Comprehensive Plan, it is his desire that some thought is given to minimize this type of friction.

Mr. Dabareiner stated, it is true that the developers conducted the traffic study.

ORDINANCE NO. 2015 –79
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR MULTIPLE-FAMILY DWELLINGS FOR PROPERTY LOCATED AT: 1021, 1025, 1031, 1037 AND 1041 EKSTAM DRIVE

Mayor Renner asked for a motion on this item.

Motion by Alderman Mwilambwe, seconded by Alderman Sage that Council deny adopting an ordinance for Case SP-02-15 for the Special Use Permit for Multiple-Family Dwellings, for the property located at 1021, 1025, 1031, 1037 and 1041Ekstam Drive.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Sage, Painter, Mwilambwe, and Schmidt

Nays: Aldermen Hauman, Fruin, Black, Buragas, and Lower

Motion Failed.

Motion by Alderwoman Black, seconded by Alderman Hauman that Council adopt an ordinance for Case SP-02-15 for the Special Use Permit for Multiple-Family Dwellings, for the property located at 1021, 1025, 1031, 1037 and 1041Ekstam Drive.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Hauman, Fruin, Black, Buragas, and Lower

Nays: Aldermen Sage, Painter, Mwilambwe, and Schmidt

Motion carried.

9. City Manager's Discussion

Mr. Hales wished all a great Thanksgiving Day holiday weekend.

10. Mayor's Discussion

Mayor Renner thanked everyone wished all a Happy Thanksgiving Day. He thanked Georgia Bouda and Les Siron for their many years of service with the City. The community will have the Christmas Parade before for the next scheduled meeting. He invited Council to come out to participate.

11. City Aldermen's Discussion

Alderman Fruin stated, Alderman Black served as the youngest member of Council and he is the senior most member of Council in the State in terms of years on Council. He mentioned the Turkey Trot is a popular event in so many communities across the state. He invited the community to come out to participate in the event.

Alderman Hauman commented on the Council Retreat Meeting that was scheduled on Thursday evening that it was a good discussion of the Council and she appreciates the openness and willingness of Council to come together to discuss each other perspective on issues.

Alderman Buragas provided an update on the Rental Inspection Program and the work that she and Alderman Schmidt had been involved in. In August, there was discussion among Council as to how underperforming the Rental Inspection Program is in meeting its goals, as well as the detriment to our community. The City is working on bringing a final proposal to the Council— she provided a historical perspective of the program.

Alderman Lower stated, Thanksgiving Day holiday is the highest most travel seen in the Bloomington Airport as well as across the nation. Statistically, it is the safest mode of transportation as sited by professional aviators who try to make it as safe of a trip as possible.

12. Executive Session – Cite Session

13. Adjournment

Motion made by Alderman Hauman seconded by Alderman Schmidt to adjourn the meeting at 8:15 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of approving Bills, Payroll and Electronic Transfers.

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$11,716,502.64 (Payroll total \$2,617,091.21, Electronic Transfers total \$5,527,183.71, Accounts Payable total \$3,461,089.76 and Purchasing Cards total \$111,137.96).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

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

David A. Hales
City Manager

Attachment:

- Bills, Payroll and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll Report, and Electronic Transfers

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

Motion: _____

Seconded by: _____

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of December 14, 2015

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
11/20/2015	\$ 240,416.82	\$ 79,863.69	\$ 320,280.51
11/25/2015	\$ 1,285,888.53	\$ 328,944.18	\$ 1,614,832.71
11/25/2015	\$ 252,258.10	\$ 81,116.92	\$ 333,375.02
12/4/2015	\$ 211,258.99	\$ 73,690.30	\$ 284,949.29
11/20/2015-12/04/2015 Off Cycle Adjustments	\$ 53,357.23	\$ 10,296.45	\$ 63,653.68
			\$ -
		PAYROLL GRAND TOTAL	\$ 2,617,091.21

ACCOUNTS PAYABLE

Date	Bank	Total
12/14/2015	AP General	\$ 3,307,183.90
	AP BCPA	\$ -
12/14/2015	AP Comm Devel	\$ 102,077.52
	AP IHDA	
12/14/2015	AP Library	\$ 30,331.52
12/14/2015	AP MFT	\$ 1,310.04
11/24/2015	Off Cycle Check Runs	\$ 20,186.78
	AP GRAND TOTAL	\$ 3,461,089.76

PCARD

11/03/2015-12/01/2015	\$ 111,137.96
PCARD GRAND TOTAL	\$ 111,137.96

WIRES

Date	Total
11/22/2015-11/30/2015	\$ 5,527,183.71
WIRE GRAND TOTAL	\$ 5,527,183.71

TOTAL	\$ 11,716,502.64
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Respectfully,

Patti-Lynn Silva
Director of Finance

 **CITY OF**
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of approving an Appointment to the Regional Planning Commission (McLean County).

RECOMMENDATION/MOTION: That Michael Gorman be appointed to serve as the City of Bloomington representative on the Regional Planning Commission (McLean County).

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of:

Michael Gorman of 1304 N Clinton Blvd., Bloomington, Illinois (Ward 4) to the Regional Planning Commission (McLean County). Mr. Gorman will be replacing Mary Kramp on the Commission and his three (3) year term will be 1/1/16 – 12/31/18. Application is on file in the Administration Office.

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

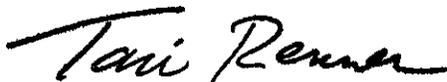
FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner
Mayor

Attachments:

- Board Roster

Motion: That Michael Gorman be appointed to serve as the City of Bloomington representative on the Regional Planning Commission (McLean County).

Motion: _____ Seconded by: _____

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

Regional Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
	COB Rep	Michael	Buragas	12/31/16	06/18/13	2013		mburagas@gmail.com	23 Whites Place	Bloomington	61701					
	COB Rep	Mary	Kramp	12/31/15	05/21/13	2012		kellykramp@yahoo.com	903 Durham Dr	Bloomington	61704					
	School Dist #5 Rep	Denise	Schuster	12/31/16					3602 Connie Kay Way	Bloomington	61704					
	School Dist #87 Rep	Mark	Wylie	12/31/15					1326 E Grove Street	Bloomington	61701					
	Normal Rep	Carl	Teichman	12/31/18					1103 Kings Mill Rd.	Normal	61761					
Vice Chair	Normal Rep	Mary	Jefferson	12/31/17					401 S Park Place Dr.	Normal	61761					
Chair	County of McLean Rep	George	Benjamin	12/31/15					24373 East 1300 North Rd	Elisworth	61737					
	County of McLean Rep	Linda	Olson	12/31/15					13616 W Oak Ct.	Bloomington	61705					
	Airport Rep	Carl	Olson	12/31/18					3201 CIRA Drive, Ste. 200	Bloomington	61704					
	County of McLean Rep	David	Selzer	12/31/16					1218 Windsor Drive	Normal	61761					
	BNWRD	Tyler	Wrezinski	12/31/17					807 E Washington Street	Bloomington	61701					
	COB Staff Person	Tom	Dabareiner					tdabareiner@cityblm.org	109 E Olive St	Bloomington	61701		434-2446			

Details:

Term: 3 years
Term Limit per City Code: None
Members: 11 members
Number of members the Mayor appoints: 0
Type: Multi-Jurisdictional
City Code:
Required by State Statute: Yes
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings:

Appointment/Reappointment Notes

 **CITY OF**
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of Ratification of Contract with Police Benevolent and Protective Association Unit 21 (patrol) for the period of May 1, 2014 through April 30, 2016.

RECOMMENDATION/MOTION: That the Contract with Police Benevolent and Protective Association Unit 21 (patrol) for the period of May 1, 2014 through April 30, 2016 is ratified and staff is authorized to sign the agreement.

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

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

BACKGROUND: On March 13, 2014 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that would expire on April 30, 2014. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On November 2, 2015, the parties reached Tentative Agreement on the issues listed below. The Union ratified the contract on November 19, 2015. The changes in the contract are as follows:

Wages and Benefits

- May 1, 2014 wage increase of 1.5% with retroactivity.
- November 1, 2014 wage increase of 1.5% with retroactivity.
- May 1, 2015 wage increase of 1.5% with retroactivity.
- November 1, 2015 wage increase of 1% with retroactivity.
- November 1, 2015 wage increase of .5% with retroactivity as consideration for sick leave buy back changes for new hires (described below).
- May 1, 2016 wage increase of 1.5%.
- November 1, 2016 wage increase of 1%.
- November 1, 2016 wage increase of .5% as consideration for sick leave buy back changes for new hires (described below).
- Sick Leave changes for new officers.
 - Reduce maximum sick leave accrual to 607 hours.
 - Payment of 1.33 hours of the Officer's sick leave paid into their Retirement Health Saving (RHS) account each month after completing their probationary period. Upon completion of the officer's probationary period, 1.33 hours per month times the number of hours on probation shall be deducted from the Officer's sick leave bank and paid into the RHS account.
 - Reduction in Retirement Health Saving benefit for Officer's who reach the maximum sick leave accrual (reduced from 1440 to 607 hours of sick leave)

to be paid at 70% of the officer's month ending hourly rate. Previously such payment was made at 100% of the officer's month ending hourly rate.

- Reduction in Sick Leave Buy Back eligibility from 100% of sick time accrued at the maximum rate of 1440 hours to the following schedule:

1-125 hours	20%
126-255 hours	40%
381-607 hours	60%
381-607 hours	80%

- Unit 21 waives the right to grieve or bargain over changes to the City's Health Benefit Plan(s).
- Change vacation schedule for new officers by requiring them to be a certified State of Illinois officer in order to be eligible for paid vacation.
- Elimination of the payment of Personal Convenience Time (PC) and Court Exchange time for probationary employees.

Miscellaneous Items

- Addition of Language on Paycheck Distribution.
- Addition of Language on Canine Officers (current practice).

Term of Agreement

- 3 year Agreement

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT:

The financial impact of the Tentative Agreements includes:

- Increase in wage tables as outlined above. Estimated cost of these wage increases for officers during the term of the contract, excluding longevity increases, is approximately \$1.3 million.
- The City estimates over the course of an officer's career the City will save considerable amounts of money on the monthly and annual sick leave buyback over the current schedule (specific amounts will depend on officer's usage).
- The changes made to the vacation, PC and Court Exchange Days for a probationary officer will eliminate expenses to individuals who do not complete the probationary period.
- The ability to change the City Health Insurance plans for Unit 21 without having to bargain over such changes which will be used to avoid ACA liability on the City plans. No changes were made to address the Union health insurance plan.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Brendan Heffner, Police Chief

Reviewed by: Nicole Albertson, Human Resources Director

Financial & Budgetary review by: Paulette Hurd, Chief Accountant

Legal review by: Jim Baird, Clark, Baird Smith
Angela Fyans-Jimenez, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Unit 21 Contract

MOTION: That the Contract with Police Benevolent and Protective Association Unit 21 (patrol) for the period of May 1, 2014 through April 30, 2016 is ratified and staff is authorized to sign the agreement.

Motion: _____ Seconded by: _____

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

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

**POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION**

UNIT NO.21

MAY 1, 2011~~14~~- APRIL 30, 2017~~14~~

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GLOSSARY

Please infer the following definitions when reading this contract:

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

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

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

Day Monday through Friday inclusive

His/He/Him includes both male and female officers

Association President includes the appropriate designee in the President's absence

AGREEMENT

This Agreement made and entered into this 1st day of May, 20~~14~~¹⁴ by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION, UNIT NO. 21 (hereinafter referred to as the "Association"):

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Association as the sole and exclusive bargaining agent for all patrol officers employed by the City's Police Department, excluding sergeants, lieutenants, commanding officers, Chief of Police, clerical employees, part-time employees and all other employees of the City.

The parties agree that the historical pattern of bargaining permits probationary officers to be part of the bargaining unit for wages and insurance purposes only. The parties agree that in all other matters probationary officers are not and have not been included in the bargaining unit.

The length of the probationary period shall be 18 months from the initial date of hire.

Section 1.2. Seniority.

The City shall maintain a seniority list noting the date of hire and current classification for each bargaining unit officer. The Union shall be provided a copy of the seniority roster

each six (6) months, on January 1 and July 1 of each successive year or upon request from the union. 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 hire within the Department. In the event that more than one (1) person is hired on the same day, the person occupying the higher position on the original appointment list shall have the seniority.

Any officers laid off shall be laid off in inverse order of seniority on the Department. Officers so laid off shall be recalled in order of seniority.

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 officer covered by this Agreement the monthly dues in the amount payable by him as certified by the Association to the City. Deductions shall be made equally from earnings payable on the first and second paychecks of each month beginning with the first month immediately following the date of receipt

of such authorization. Such deduction shall be remitted to the Treasurer of the Association within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

**AUTHORIZATION FOR PAYROLL DEDUCTION
TO: CITY OF BLOOMINGTON, ILLINOIS**

I hereby request and authorize you to deduct from my earnings the monthly Association membership dues established by the Police Benevolent and Protective Association, Unit No. 21.

I authorize and direct you to deduct one-half of said membership dues from each of my biweekly 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.

Date

Name

Section 2.2. Fair Share.

Officers hired after May 1, 1989, who are covered by this Agreement who are not members of the Association shall be required to pay in lieu of dues their proportionate fair share, in accordance with Section 3(g) of the Illinois Public Employee 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 Association, shall be deducted by the City from the earnings of the nonmember officers and shall be remitted monthly to the Association at the address designated in writing to the City by the Association. The Association shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember officer's share shall not exceed dues uniformly required to Association members. Officers who are members of the Association who later become nonmembers of the Association shall also be subject to the terms of this provision.

The Association assures the City that any objections made to it regarding payment of officer's fair share will be handled in a manner which complies with relevant

constitutional procedures set out in Hudson v. Chicago Teachers Union, Local 1.

Section 2.3. Indemnification.

The Association 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 2.4. Duty to Defend.

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

In cases where there is the probability of a judgment rendered against the officer which would be in excess of the indemnification limits of Section 1-4-6 or of any applicable insurance policies covering such officer, or in cases where there is the probability of a judgment of punitive damages against the officer, the officer 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.

In all other cases (that is, in cases where the probability of a judgment against the officer in excess of the statutory or insurance policy limits is low or in cases where the probability of judgment of punitive damages against the officer 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 officer do not agree on the probability of a judgment against the officer in excess of the statutory or insurance policy limits or on the probability of a punitive judgment against the officer, the officer 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 officer.

Counsel shall be provided to the officer 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.

Section 2.5. Negotiation Release Time.

Four (4) members of the Union's bargaining team will be released from duty and carried on paid time during bargaining sessions. Members so released shall be carried with pay for the length of the actual bargaining sessions, or the number of hours they are scheduled to work, whichever is less. In the interest of preserving the safety of patrol officers working each shift, no more than one member from any shift may be released. (e.g. paid committee members may be comprised of one patrol officer from each shift 7-3, 3-11 and 11-7 and one other officer not assigned to a patrol shift.) Members shall be carried time for time on their

scheduled duty days. Participation in bargaining on non-duty days will not be compensated.

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 officer 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 Association 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 Association 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 patrol officer against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any patrol officer who has a grievance shall submit it in writing to his Supervisor, who is designated for this purpose by the City. The Supervisor 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 patrol officer wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police within five (5) days after the designated Supervisor's answer in Step 1 and shall be signed by both the patrol officer and Association President. The Chief of Police shall discuss the grievance within five (5) days with the Association President at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City's written answer to the Association President within five (5) days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred by the Association President in writing to the Human Resources Director within five (5) days after the Chief of Police's answer in Step 2. A

meeting between the Human Resources Director, the Chief of Police and the Association President 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 Association President. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Association President within five (5) days following the meeting.

Section 3.3. Arbitration.

If the grievance is not settled in accordance with the foregoing, procedure, the Association may refer the grievance to arbitration within five (5) days after receipt of the City's answer in Step 3. 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 to submit a panel of five (5) arbitrators. Both the City and the Association shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a

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

Section 3.5. Expenses of Arbitration.

The fee and expenses of the arbitrator including the cost associated with requesting a list of arbitrators, and the

cost of a written transcript shall be divided equally between the City and the Association 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 officer from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Association; provided that the Association 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 Association. Nothing herein shall be construed to limit the Association's right to exercise its discretion to refuse to process officer's grievances which it believes not to be meritorious.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

Neither the Association 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 discharged or otherwise disciplined by the City.

Section 4.2. No Lockout.

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

ARTICLE 5 DISCIPLINE

Section 5.1. Standards of Discipline.

(a) All disciplinary action against officers covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, City ordinances or State laws governing the investigation and discipline of law enforcement officers.

(b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the officer is proved, which is defined as that which renders the officer'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.

Section 5.2. Jurisdiction of the Grievance Procedure.

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

(b) An officer 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, 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 when the officer subject to suspension or termination chooses to use the arbitration process. The Chief of Police may suspend an officer with or without pay

pending the imposition of a suspension in excess of thirty (30) days or termination by the arbitrator. Nothing in this Article shall be interpreted as prohibiting the grievance arbitrator from terminating an officer even though the recommendation of the Chief of Police 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 and the provision of this agreement. Officers 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 officer is notified of an investigation the department will, every thirty (30) days, give a written status report to the officer. If an officer is questioned by a superior officer in the course of a formal or informal investigation and the officer reasonably believes the questioning may lead to his or her discipline, the officer may request union representation. In that event, the interview shall be delayed to provide the officer reasonable opportunity to obtain that representation.

- (a) The City shall not reinvestigate any incident that was previously investigated by an appropriate authority unless there is reasonable belief the new

- information is available. An appropriate authority is defined as the Chief, Assistant Chief, Internal Affairs Officer or such other person expressly designated by the Chief of Police to conduct a specific investigation.
- (b) 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.
 - (c) 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 officer.
 - (d) At least seventy two (72) hours prior to the interrogation of an officer, the officer shall be informed in writing of the name of the person conducting the investigation.
 - (e) Disciplinary action based on the complaint shall be commenced no later than forty-five (45) days after completion of the investigation.

- (f) The officer shall be notified in writing of the findings of the investigation or informal inquiry within fifteen (15) days after the completion of the investigation.
- (g) The provisions of 50 ILCS 725/1 et seq. shall apply to all disciplinary investigations of conduct by an officer except to the extent to which the provisions of this Agreement provide specifically to the contrary.
- (h) Nothing in this Section shall apply to questions from a superior officer in the course of performing his normal day-to-day supervisory duties.
- (i) Officers 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 of the City.
- (j) 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 intend to use in any disciplinary hearing upon appropriate request by the officer or the officer's representative.
- (k) There shall be no off-the-record questions asked of the officer during a formal interrogation.

Section 5.5. Limitation on Use of File Material.

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 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. Photograph Dissemination.

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

Section 5.7. Polygraph or Chemical Tests.

No officer shall be disciplined for refusing to submit to a polygraph test, or any other test questioning by means of

chemical substance. Any polygraph or chemical test that an officer does submit to shall be completely voluntary. The results of the polygraph exam or chemical exam voluntarily submitted to by an officer shall not be admissible as evidence in proceedings before the BFPC or an arbitrator, unless written consent is obtained from the Association's legal counsel. The preceding sentence shall not be interpreted as prohibiting the admission of statements made by the officer to a polygraph examiner during the course of an examination.

Section 5.8. Compulsion of Testimony.

The employer 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 5.9. Disclosure.

Officers 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 officers otherwise intended to be exempt from any state or local freedom of information statute, ordinance or executive order.

Section 5.10. 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 Employer will notify the affected officer within forty eight (48) hours of the presence of the subpoena. The City further agrees to provide the affected officer with a copy of said subpoena upon initial notification.

Section 5.11. Alcohol and/or Illegal Drug Policy.

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their officers 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 officers. Officers shall be prohibited from:

- (a) consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the officer'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) possessing selling, purchasing consuming or delivering any illegal drug at any time, provided that officers 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 .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) consuming or possessing illegal drugs at any time, on or off duty, provided that officers may possess illegal drugs in the course of their official duties.

Section 5.12. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal

drugs during the course of the workday, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At least two supervisors must certify their reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random testing of officers, except random testing of an individual officer as authorized in Section 5.18 below. The foregoing shall not limit the right of the City to conduct such tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

Department Wide Testing – The City may at its discretion submit the entire bargaining unit to an annual drug test. Should the City exercise such “department wide testing” under this section, every officer shall be required to submit to drug testing once per calendar year, and such test shall ordinarily be administered according to shift, unit of assignment, or division (e.g. all of first shift patrol, traffic unit, CID, etc.) An officer may be excused by the Chief of Police or his designee from participating in the annual drug test administered to his or her work group, but said officer shall be required to make up any missed test at the discretion of the Chief of Police. No officer who tests negative shall,

pursuant to this section, be tested more than once in a calendar year, or be subject to a subsequent annual test unless every other bargaining unit member who is available for duty has already been tested.

Section 5.13. Order to Submit to Testing.

At the time an officer is ordered to submit to testing authorized by this Agreement, the City shall provide the officer 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 officer shall be permitted the opportunity to consult with a representative of the Union at the time the order is given. No questioning of the officer shall be conducted without first affording the officer the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the officer to discipline, but the officer'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 officer 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.

Section 5.14. 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 is accredited by SAMHSA;
- (b) insure that the laboratory or facility selected conforms to all SAMHSA 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 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 reserved for later testing if requested by the officer;
- (e) collect samples in such a manner as to preserve the individual officer's right to privacy and to insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable belief that the officer 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;
- (e) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer 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 forum adverse to the officer's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the officer is impaired, test results that show an alcohol concentration of .04 or more based upon the

grams of alcohol per 100 milliliters of blood be considered positive. (Note: the foregoing standard shall not preclude the City from attempting to show that test results between .02 and .04 demonstrate that the officer was impaired, but the City shall bear the burden of proof in such cases);

- (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 officer 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 5.15. Right to Contest.

The Association and/or the officer, with or without the Association, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any

manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Association.

Section 5.16. Voluntary Requests for Assistance.

The City shall take no adverse employment action against an officer 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 officer 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 officer 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 officer's interests, except reassignment as described above.

Section 5.17. Discipline.

Officers 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. Officers 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 officer is not discharged, his continued employment is conditioned upon:

- (a) the officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the officer discontinuing his use of illegal drugs or abuse of alcohol;
- (c) the officer completing the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months;
- (d) the officer agreeing to submit to random testing during hours of work during the period of “after-care”.

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

The foregoing shall not be construed as an obligation on the part of the City to retain an officer 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 officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. When an officer 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 officer's submission to such treatment. Officers who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the officer's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

Section 5.18. Fitness for Duty.

No officer shall be requested or required to undergo physiological, psychiatric or psychological testing unless the Chief of Police has reasonable cause to believe the officer is unfit for duty. The basis for reasonable cause shall be set forth in writing to the officer at the time the officer is ordered to undergo such testing. Officers shall have the right to Association 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 officer'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 officer.

Section 5.19. Confidentiality of Employee Assistance Program.

The City agrees that any communication whether verbal, written, electronic or otherwise, made by an officer to any counselor or employee of the EAP, peer counselor or PATH counselor, shall be confidential and privileged. Such communication shall be protected from disclosure unless disclosure of communication regarding eminent danger is legally required. Information about an officer participating in the EAP program will not be disclosed to anyone without written permission from the officer unless such disclosure is necessary to protect the safety of the officer or others. The officer'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 5.20. Positive Results.

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

INITIAL TEST

Level – Nanogram/Milliliter (hereafter referred to as (ng/ml)	
Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite.....	2000
Phencyclidine	25
Amphetamines	1000

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/ Mass Spectrometry test on a urine specimen that tested positive using a technologically different initial screening method. The parties recognize that such “cut off” levels change from time to time. It is the intent of the parties to adapt and incorporate any such changes

into this Agreement at such time as they are adopted by SAMHSA.

CONFIRMATORY TEST	Level (ng/ml)
Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	2000
Codeine.....	2000
6-Acetylmorphine.....	10***
Phencyclidine	25
Amphetamines:	
Amphetamines	500
Methamphetamine.....	500****

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylcegonine

*** Test for 6-AM when morphine concentration exceeds 2000 nanograms/milliliter

**** Specimen must also contain amphetamine at a concentration ≥ 200 nanograms/milliliter

Section 5.21. 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 5.22. 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 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.

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.

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 6.1. Application of this Article.

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

Section 6.2. 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 a patrol officer starts work or is scheduled to start work. The regular workweek shall be forty (40) hours per week and such additional time as may from time to time be required in the judgment of the City to serve the citizens of the City and shall commence with the patrol officer's first regular workday commencing on or after Sunday of each week.

Section 6.3. Shift Assignment.

(a) Annual Scheduling. For a period of fifteen (15) days beginning December 1 of each calendar year, the Chief of Police shall post a list of all shift assignments and available consecutive days during the coming calendar year

within the Patrol Division. Such assignments will be chosen by seniority during the said fifteen (15) day period by members of the Patrol Division who have completed their probationary period prior to December 1. Probationary officers are freely assignable. The new schedule shall be implemented during the last seven (7) days of December and the first seven (7) days of January. During such two week period (which is a transition period), officers may be assigned different days off from those bid by the officer, but in no event shall an officer work more than five (5) consecutive days without payment of overtime; officers are not guaranteed of receiving two (2) consecutive days off during such transition period.

(b) Vacancies. In the event of a vacancy in any shift in the Patrol Division during the year, the Chief of Police will post within a reasonable time, the vacancy for a period of ten (10) calendar days. During said ten (10) day period, members of the Division may bid for the vacancy on the basis of their seniority in the Department. The Chief of Police shall attempt to give notice of the vacancy to any member of the Department not scheduled to work during such ten (10) day period. Notice may be given by mailing a copy of the notice of vacancy by first class mail to the member at his

residence according to departmental records, or if he has left such an address with the Chief of Police prior to such ten (10) day period, at the member's temporary address. Prior to the time a patrol officer completes his probationary period, the Chief of Police will determine the shift to which such probationary patrol officer (or other officer) is to be assigned for the remainder of the year. Such position shall be treated as a vacancy subject to bidding.

Section 6.4. Breaks.

For all officers hired prior to May 1, 1995, all on-duty breaks must be taken within the corporate limits of the City of Bloomington, except that an officer 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 all officers hired on or after May 1, 1995, all on-duty breaks must be taken within the corporate limits of the City of Bloomington.

Section 6.5. Overtime.

(a) The term "authorized overtime" shall be defined as any hours worked by a patrol officer in excess of eight (8)

hours a day, or in excess of forty (40) hours in a workweek as defined in Section 6.2 Regular Workday and Workweek, where said patrol officer is assigned or directed to perform such work by a supervisor.

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~~(b) All authorized overtime worked by a patrol officer shall be either paid at one and one-half (1½) times his straight time hourly rate for each overtime hour worked or be given compensatory time figured at the rate of one and one-half (1½) hours for each such overtime hour worked for use as additional vacation time or time off. In no case will a patrol officer be allowed to accumulate compensatory time in excess of sixty (60) hours. Officers shall have the option to select compensatory time in lieu of pay for outside work as per all other authorized overtime contained herein.~~

~~Effective January 1, 2013 the language below will replace the above paragraph~~ (b). All authorized overtime worked by a patrol officer 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 officer'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 officer'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 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. If an officer's time is sold ~~elects to sell time~~ 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 place in their~~ compensatory time off up ~~bank 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 officer. 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) The maximum amount of time an officer may work is capped at 16 hours in a 24 hour period or 64 hours in a work week. This time is tracked from the start of the officer's regularly scheduled shift. Court time will not be counted towards the 16 hour max per day or 64 hours in a work

week. Major investigations and emergency responses may be waived at the discretion of the Police Chief.

(d) The provisions of this Section shall apply only to the extent that they are consistent with the Fair Labor Standards Act.

(e) Should any provision of the Agreement be found to violate the provisions of the FLSA concerning the use of compensatory time off, then all provision(s) relating to the use of compensatory time off in lieu of pay shall immediately sunset and thereafter be subject to renegotiations upon the request from either party.

Section 6.6. Call Back Pay.

Any officer who has completed his scheduled work period and who, after having left work, is called back to work on that day for emergency reasons as authorized by the Chief of Police, shall receive a minimum of two (2) hours work and receive two (2) hours pay at the appropriate rate.

Section 6.7. Training Time.

1. Assigned by Supervisor:

- (a) If an officer 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 6.5.
- (b) If training occurs on an officer's regularly scheduled workday, the shift commander/

- supervisor has the option of making the training assignment the officer's regular work assignment for that day or to require the officer to work his regularly scheduled assignment in addition to attending training.
- (c) If an officer 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 6.5.

2. Voluntarily Attended With Supervisor Approval

If training is voluntarily attended with approval of the officer'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 patrol officer and his 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 officer to take time off. The supervisor will provide the officer those dates and allow the officer 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 officer fails to schedule a TAL, the TAL will 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 6.5.

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

3. Voluntarily Attended Without Supervisor Approval

If an officer attends training without supervisor approval no overtime will be paid, nor will a training allowed leave day be owed.

Section 6.8. No Pyramiding.

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

Section 6.9. 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 a police officer to duties within the Patrol Division without regard to seniority, he may do so for a period not to exceed thirty (30) calendar days in any

calendar year. Such assignments shall be made on the basis of seniority within each shift for voluntary assignments, and reverse seniority for involuntary assignments. In the event that the seniority list on any shift is exhausted during any calendar year, the seniority list for that shift shall begin anew. The taking of an involuntary assignment shall not render an officer ineligible to bid on a voluntary assignment, nor shall the taking of a voluntary assignment disqualify an officer from bidding on or being required to take a subsequent assignment. Assignments pursuant to this Section shall not be arbitrary or capricious.

Section 6.10. Acting Pay.

When an officer covered by this Agreement is required to work a full shift or longer on a temporary or acting basis as and in lieu of a Sergeant, he shall receive one (1) hour of overtime.

Section 6.11. Court Time Overtime.

An officer 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 officer's regular duty hours and such appearances are in the officer's official capacity as a City of Bloomington police officer.

If, at the expiration of the two (2) hour period referred to in the previous paragraph, the officer is still in court or at the State's Attorney's Office, the officer shall receive overtime compensation for any additional time actually spent by the officer, 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 officer 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 officer's regular duty hours, the officer 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 6.12. Field Training Officer.

An officer shall receive in addition to any other pay he may be entitled to under this Agreement, one and a half (1.5) hours additional pay at an overtime rate for each duty day that he is assigned a recruit. Officers shall have the option to select compensatory time in lieu of pay. Prohibitions against pyramiding shall not apply to any part of this section.

Section 6.13. Outside Employment.

All outside employment situations involving the use of general police powers shall be assigned by the Department. The officer shall be considered on duty with the Department. The City shall enter into a contract with the non-City entity desiring police services.

No officer 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 officer declines an assignment or serves an assignment, his name shall be placed at the bottom of the seniority list. Officers will not be allowed to accept outside employment if they are regularly scheduled to work.

Nothing herein prohibits an officer from utilizing compensatory time due the officer to obtain an excused absence from his regularly assigned duties and then accepting a currently posted outside employment assignment provided the officer would otherwise be permitted to use compensatory time. Officers shall have the option to select compensatory time in lieu of pay, as outlined under Section 6.5 (b) Overtime for outside work, unless the

terms of a grant which is used to compensate officers prohibits the acceptance of compensatory time in lieu of overtime pay.

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 6.5 (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 6.14. Early Out.

Police officers who work 3rd shift (11:00 p.m. - 7:00 a.m.) shall have the opportunity to leave early (not more than two hours) on the last day of their work week at the discretion of their shift supervisor based upon manpower level, work load, and individual officer performance. Individual officer performance standards for the purpose of

this benefit shall be communicated to each officer at the annual shift meeting.

All police officers shall have the opportunity to leave four (4) hours early on their last day of work preceding five (5) consecutive vacation days two (2) times per calendar year, manpower and work load providing.

Section 6.15. New Positions.

If any specialized positions are created and filled, the parties agree to negotiate regarding the impact of those decisions on terms and conditions of employment not already governed by the Agreement.

Section 6.16 Canine Officers

In the event the City, in its exercise of its sole discretion, elects to establish or maintain a Canine Program, the parties agree to be eligible for assignment or continued assignment at the Police Chief's discretion. The position of Canine Officer will be subject to the following provisions. Nothing herein shall require the City to create or maintain such program. Canine Officers shall be allowed one-half (1/2) hour during their duty shift to provide care and maintenance for the dog.

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Canine Officers shall receive one-half (1/2) hour of overtime on off-duty days, including leave days, unless the canine is not in the possession of the Canine Officer. If the off-duty at-home canine care activities exceed the half hour allowances, for any day, the officer shall submit an overtime sheet with the additional activities engaged in, the times at which they took place, and the duration of the activities to his/her supervisor by the end of the shift immediately following the week the additional time was incurred.

The dogs assigned to the Canine Unit are property of the Bloomington Police Department and shall not be used for purposes other than official police duties. They shall not be used for breeding purposes.

Should the canine, or the assigned Canine Officer, retire or be reassigned for any reason, the canine may become the property of the assigned canine handler at the discretion of the Chief of Police. Any outside use of a canine assigned to the program in direct violation of this Section or the Department's Canine Unit Policy may result in the removal of the assigned canine handler from the program. The Department shall provide the necessary materials and labor to build a kennel at the Canine Officer's house. The

kennel shall remain the property of the Bloomington Police Department.

ARTICLE 7 WAGES

(a) Effective May 1, 201~~4~~4, the rates of pay for all officers covered by this Agreement will be increased by ~~2.00~~1.5% over the rates of pay in effect ~~May, 1, 2010~~ November 1, 2013, except as otherwise provided in Appendix “A”.

(b) Effective November 1, 201~~4~~4, the rates of pay for all officers covered by this Agreement will be increased by ~~1.0~~50% over the rates of pay in effect on May 1, 201~~4~~4 except as otherwise provided in Appendix “A”.

(c) Effective May 1, 201~~2~~5, the rates of pay for all officers covered by this Agreement will be increased by 1.50% over the rates of pay in effect November 1, 201~~4~~4, except as otherwise provided in Appendix “A”.

(d) Effective November 1, 201~~5~~2, the rates of pay for all officers covered by this Agreement will be increased by ~~4.50~~1.0% over the rates of pay in effect on May 1, 201~~5~~2 except as otherwise provided in Appendix “A”.

(e) Effective May 1, 201~~3~~6, the rates of pay for all officers covered by this Agreement will be increased by 1.50% over

the rates of pay in effect November 1, 201~~52~~, except as otherwise provided in Appendix "A".

(f) Effective November 1, 201~~63~~, the rates of pay for all officers covered by this Agreement will be increased by ~~1.50~~1.0% over the rates of pay in effect May 1, 201~~63~~, except as otherwise provided in Appendix "A".

Nothing contained in this Agreement, particularly the scheduled pay increases and salary schedules incorporated herein, is understood by the parties or to be construed by anyone else to preclude any officer covered by the Agreement, from voluntarily reducing his pay as provided in the Agreement pursuant to a salary reduction Agreement in order to participate in the City of Bloomington's Flex Cash Plan.

The Association agrees that during the term of this Agreement, the act of depositing a paycheck while on duty is not an act arising out of or in the course of an officer's employment for purposes of the Workers' Compensation Act.

Increases in pay prior to the effective date of this agreement shall be paid retroactively for all hours worked or paid to officers employed in the bargaining unit on the effective date of this agreement, ~~May 1, 2014-2012~~, or who

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have retired since May 1, 2014. No other sections of this agreement shall be applied retroactively. ~~Officers will be eligible to be paid through direct deposit, following a one-week pay lag in order for the City to convert to a new pay system. Retroactive money owed to the officer shall be used to help offset the one-week pay lag accompanying the conversion to the new pay system.~~

As consideration for a change in sick leave buy back for new hires, on November 1, 2015, the City will add a 0.5% equity adjustment to base wages. As further consideration for a change in sick leave buyback for new hires, on November 1, 2016, the City will add a 0.5% equity adjustment to base wages.

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

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ARTICLE 8 PAYMENT IN LIEU OF HOLIDAY PAY

Officers covered by this Agreement shall be paid in lieu of Holiday Pay an amount equal to 139 hours at their regular rate for the eleven and one-half (11½) Holidays. This additional pay shall be prorated among all said officers and

shall be included in the basic biweekly salary set forth in the Appendixes to this Agreement.

In recognition of the fact that they are already paid for holidays, officers covered by this Agreement will not be paid additional compensation for work performed on a Holiday, subject to the requirements of the Fair Labor Standards Act.

ARTICLE 9 VACATION

The parties recognize a calendar year, defined as January 1 through December 31, for purposes of scheduling vacation leave. Vacation leave is accrued upon the occasion of an officer's anniversary date according to the following schedule:

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

Officers who have completed their Illinois Certified Law Enforcement Training Academy or who have received a

notice of waiver from the State of Illinois certifying them as an Illinois Police Officer shall be granted their 2 weeks' vacation under the current schedule. Candidates hired who must attend a certified Law Enforcement Training Academy shall be granted their two (2) weeks vacation upon successful completion of the Academy.

Officers may, subject to the needs of the City, be allowed to use any additional vacation leave accrued during a calendar year on or after the occurrence of an anniversary date on which it is earned. For scheduling purposes, officers may, subject to the needs of the City, be allowed to schedule any additional accrued vacation leave in advance so long as it is scheduled on or after the anniversary date upon which it is accrued.

~~Officers whose anniversary dates fall on or between October 1 and December 31 of any calendar year, and who accrue additional vacation leave in said calendar year, shall be allowed to carry such additional vacation leave over into the following calendar year.~~

~~— In addition to the regular vacation sign-up, those wishing to hold one week's (40 hours) vacation may do so. A separate sign-up, just to show intention, will be posted in addition to the primary form.~~

After the vacation schedule is complete, each officer, by seniority, ~~will be called before the shift commander and~~

may, if he desires, choose one (1) ~~Holiday~~day during the forthcoming year as a vacation day, providing such ~~Holiday_~~day is available and/or allowable.

All remaining vacation days, per person, shall be on a first come basis. Vacation days are considered equal to PC Days and Comp time. They do not have priority.

~~On or about September 1st, all officers must declare the remaining days they wish to have off prior to December 31st of that year, to insure against loss of vacation time.~~

An officer's vacation time shall coincide with the officer's regular work week. This paragraph shall not be construed or interpreted to alter the amount of vacation to which any officer is entitled under this Agreement.

No more than one (1) officer per shift will be permitted to take vacation leave on the same day unless the shift commander for that shift gives advance approval for such vacation leave.

Fifty percent (50%) of ~~accumulated_earned_unused,~~ vacation ~~from one year may be carried over to the next calendar year.(anniversary date to anniversary date) may be~~ carried over to the following anniversary date for the individual officer.

ARTICLE 10 LEAVES

Section 10.1. Emergency Leave.

When there is an emergency situation or other serious extenuating circumstance at the home of an officer covered by this Agreement, said Officer may be granted time off duty, at the discretion of the ~~Chief of Police~~ Shift Commander, to make arrangements to alleviate the emergency situation; however, Officers shall be required to use their own accrued vacation, Personal Convenience Days, Court Exchange Days or earned time for compensation purposes.

Section 10.2. Personal Convenience Days.

Each officer shall be granted two (2) Personal Convenience Days. Such Personal Convenience days may be taken in increments of full or half days at the convenience of the officer subject to the discretion of the Department Head. Personal Convenience Days may not be accumulated from one fiscal year to another.

Personal Convenience leave will not be paid out at the time of separation for employees with less than eighteen months of service.

Section 10.3. 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 after the execution date of this Agreement (X-date) 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.

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Officers hired on or after the execution date of this Agreement (x-date) who have completed their probationary period shall thereafter have 1.33 hours deducted monthly from their sick leave accrual converted to cash at the officer's month ending hourly rate of pay and contributed by the Employer directly into the officers Retirement Health Savings (RHS) account. Upon completion of probation an officer will have an amount of sick leave equivalent to 1.33 hours of sick leave times the number of months the officer was on probation deducted from his accrued sick leave. Such leave shall be converted to cash at the officer's then current hourly rate of pay and deposited into the officer's 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 or obtaining medication related to the illness.

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 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 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 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:

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
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 officers. If an officer (or their immediate family member) is experiencing an on-going medical situation they may provide information from their doctor detailing their need for sick leave. If an officer can not provide or elects to not provide information progressive discipline will be administered. In situations of suspected sick leave abuse,

officers may be required to provide medical verification of absences for any future sick leave occurrences for a period of six months.

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. For Officers hired on or after the execution date of this agreement (x-date) all sick leave hours accumulated by an officer over 607 hours shall be compensated at seventy percent (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 officer's sick leave accrual exceeds 607 hours.

Sick Leave Buy Back.

1). 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.

2). Officers hired on or after the execution date (x-date) of this Agreement 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:

<u>1-125 hours</u>	<u>20%</u>
<u>126-255 hours</u>	<u>40%</u>
<u>256-380 hours</u>	<u>60%</u>
<u>381-607 hours</u>	<u>80%</u>

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

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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.

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Section 10.4. Jury Duty.

Upon submission of official notification from the Jury Commission, an officer called to jury duty shall be released as provided in this Section. If the jury service occurs during the officer's shift, the officer shall be released without loss of pay; if the service occurs on the same day as an officer's duty, but not on his shift, the officer 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 officer released under this Section shall pay the City all amounts received for jury service for the period of time the officer is released.

Section 10.5. Court Days.

In recognition of the inconvenience endured by police officers in preparation for criminal trials which result in

continuances or pleas of guilty which make the officer's appearance in court unnecessary, officers are granted thirty-two (32) hours paid leave per year which is in addition to all other paid leaves granted by this Contract, which is 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. The officer shall request such time off from his shift commander, who shall not unreasonably withhold permission for such time off.

Court Days will not be paid out at the time of separation for employees with less than eighteen months of service.

Section 10.6. Bereavement Leave.

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

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

Section 10.7. Pregnancy.

Officers who become pregnant and who are restricted from fulfilling the physical requirements of police work by their physician, shall be allowed to work in a light duty assignment, upon the request of the officer accompanied by a note from their physician, on a temporary basis not to exceed the length of the pregnancy up to the date of delivery.

Section 10.8. Duty Related Injuries.

Each employee covered by this Agreement who is injured in the line of duty shall receive the benefits provided for in the Public Employee Disability Act, 5 ILCS 345. Any employee covered by this Agreement who disputes amounts paid under this provision may file a grievance, if he executes a waiver of other legal remedies which may be available to the employee under 5 ILCS 345. No arbitrator shall have jurisdiction to decide such a grievance absent execution of a waiver.

Section 10.9. Convention Leave

Executive Board members and/or delegates shall be allowed up to 160 hours paid release time annually in aggregate to attend the Policemen's Benevolent and Protective Association of Illinois State Convention. The

president shall give notice of the delegates not less than 14 calendar days prior to the leave.

Section 10.10. Other Leaves of Absence.

Leaves of absence as defined by Bloomington Employee Handbook insofar as they are applicable to the Police Department and not contained or otherwise provided for in this Agreement, are hereby incorporated into this Agreement.

Section 10.11. Scheduled Leave Days.

There shall be no less than two (2) slots per shift on each shift, including first, second, third and power shifts, for the use of scheduled leave days. An officer may use held back individual vacation days, personal convenience days, court exchange days and compensatory time days for scheduled leave.

Scheduled leave days cannot be requested more than sixty (60) days prior to the proposed use of such time. Scheduled leave time shall be on a “first come, first served” basis. Scheduled leave time shall be in addition to annual bid vacation time. This Section shall not be interpreted to in any way limit the number of officers that a supervisor may additionally grant leave.

Once a scheduled leave day is granted it will not be revoked except in emergency circumstances.

Section 10.12. Disciplinary Leave.

When a disciplinary suspension is assessed, an officer may elect to work those suspension days and forfeit an equivalent amount of vacation, Personal Convenience Days, Court Exchange Days, 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 the disciplinary suspension was given and served.

ARTICLE 11 UNIFORMS AND CLOTHING

Section 11.1. Uniforms.

The City agrees to furnish officers covered by this Agreement with uniforms and leather goods such as belts and holsters.

Officers covered by this Agreement shall maintain their uniform and leather goods in good repair in accordance with departmental rules.

Uniforms and leather goods damaged in the line of duty will be repaired or replaced at the expense of the City.

Section 11.2. Clothing Allowance.

Non-uniformed officers shall be furnished an allowance of \$1000 per year if they are assigned to duties requiring plain clothes on January 1 of any calendar year. Payment shall be made to such eligible officer by January 15 of said calendar year. If an officer enters a plain clothes assignment after January 1st the officer shall receive \$83.00 per remaining calendar month. The allowance shall be paid in lump sum.

ARTICLE 12 FRINGE BENEFITS

Section 12.1. Physical Fitness Incentive.

The City of Bloomington will pay seventy-five dollars (\$75.00) toward the annual dues at any physical fitness center designated by the City for any officer covered by this Agreement who desires to receive such contribution. Any officer 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 seventy-five dollars (\$75.00) to the City for any year in which his attendance averages less than twice per week.

Section 12.2. 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 Benefit Plan (Wellness PPO or Wellness HMO), unless an officer has elected Union Health Insurance coverage. The City agrees that an officer may select the Association 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 **for plan year 2011** seventy-five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan or Association 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 over the past five (5) years, the City shall have the right

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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 officers and their dependents.

(e) The City will pay 50% of the premium for vision insurance for the officers and their dependents.

(f) An officer once electing coverage under the City's Group Health Benefit Plan or the Association Plan may not thereafter change to coverage under the other plan except through mutual agreement of the parties, unless the officer can show substantially changed and unanticipated family circumstances (such as divorce) unrelated to the health of the individual or his dependents.

(g) ~~The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Group Health Care Plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.~~ The Union waives the right to grieve or bargain over City changes and amendments to the City of Bloomington Group Health Benefits(s) plans, or the effects of same. This waiver shall continue until the parties mutually agree otherwise.

Section 12.3. Tuition Reimbursement.

(a) The City will reimburse an officer for the cost of tuition, fees and any required books for a college course under the following conditions:

- (1) The officer notifies the Chief of Police prior to registration of his intent to claim tuition reimbursement for the course.
- (2) The course is required or part of a required sequence leading to a Bachelors or Masters 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.
- (3) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the officer for tuition, fees and required books according to the following schedule:
 - 100% for a grade of A
 - 100% for a grade of B
 - 75% for a grade of C
 - (includes pass in a pass/fail option)

The amount reimbursed to the officer will be less any amount received for scholarships, military, financial aid grants, etc. Officers are required to disclose this information at the time their bills and grades are submitted. Monies

received from what is commonly referred to as the “G.I. Bill” will not be considered when calculating the reimbursement.

(b) An officer who leaves the Department within one (1) year of receiving reimbursement for BA/BS classes will refund to the City the amount reimbursed for the previous twelve (12) months.

(c) An officer who leaves the Department within three (3) years of receiving reimbursement for MA/MS classes will refund to the City the amount reimbursed for the for the previous three (3) years.

(d) In the event an officer dies or becomes disabled and is no longer able to function in the capacity of a police officer, and the aforesaid time limitations have not expired, no fee or cost whatsoever shall be assessed to the officer or the officer’s estate.

Section 12.4. Damaged Personal Property.

The City agrees to replace or repair at no cost to the officer personal items lost, damaged or stolen in the course of duty up to two hundred dollars (\$200.00) per item. Personal items shall be defined to include such things as an officer’s wristwatch, gloves, flashlight or other items deemed appropriate by the City for replacement. Officers must request that the State’s Attorney seek restitution for the

value of personal property as a precondition for receiving reimbursement from the City. If restitution is obtained, the officer shall repay the City the full amount of the restitution or the amount they were reimbursed by the City, whichever is less.

Section 12.5. Mileage Reimbursement.

Officers required by a supervisor to use their private automobiles for pre-approved Department business shall be compensated at a rate set forth in applicable IRS regulations.

Section 12.6. Survivor's Benefit.

The City agrees that upon the death of an officer, the officer's estate shall receive full financial compensation for all unused vacation time, personal convenience time, wellness and accumulated earned time. The value of said time will be calculated at the deceased officer's hourly rate of pay and multiplied by the amount of unused time as defined above.

Section 12.7. Parking.

The City shall provide, at no cost to the officer, two parking stickers for the lower parking lot directly east of the Department, which shall permit the officers to park in that lot so long as it is available for employee parking.

Section 12.8. Professional Fees and Subscriptions.

If, as a condition of employment, the City requires an officer to become a member of a professional organization, or if the City requires an officer 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 Public” status.

Section 12.9. Other Fringe Benefits.

All other existing fringe benefits, including the longevity plan, in effect immediately prior to the execution of this Agreement shall remain the same during the term of this Agreement.

ARTICLE 13 MEETINGS BETWEEN THE PARTIES

At least once each three (3) months the officers of the Police Benevolent and Protective Association, the Chief of Police, and a municipal administrative officer shall meet at a mutually agreeable time and place to exchange views and discuss matters of mutual concern. This Section shall not be applicable to any matter that is the subject of grievance that is being processed pursuant to the grievance procedure set forth herein.

ARTICLE 14 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 15 OFFICER SAFETY

Section 15.1. Unsafe Equipment.

Ordinarily, no officer 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 officers in parking areas, the City will take reasonable steps to safeguard officer 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 officers will have available to them, at no cost, high quality HIV germicidal available for immediate use.

Section 15.4. Violence Prevention Initiative.

The parties agree that the safety of officers is of paramount importance. Therefore, the parties agree that the City shall abide by the Bloomington Police Department SOP 6.22 titled "Threats Against Police Officers" as submitted on August 15, 2002.

Section 15.5. Safety Equipment.

The City may require officers to wear certain protective equipment. The City shall furnish any required safety clothing, at no cost to the officer. 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 officer without the officer's knowledge and consent.

Section 15.6. Inoculations.

The City of Bloomington agrees to pay all expense for reasonable inoculations or immunization shots for officers and/or members of their immediate family or household member when such becomes medically necessary as a result of said officer'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.

Section 15.7. Decontamination.

The City of Bloomington agrees to pay all expenses for reasonable decontamination or sterilization of the personal property of an officer and/or members of the officer's family or household when such becomes necessary as a result of said officer's exposure to anthrax, other biological weapon(s) or similar calamities, poison gas exposure such as to sarin, toxic material or substances, or radioactive exposure. The

exposure(s) to such hazard(s) must be suffered by the officer while in the line of duty.

ARTICLE 16 ASSOCIATION RIGHTS

Section 16.1. Retaliatory Actions Prohibited.

No officer 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 16.2. Notice of Policy Change.

In an effort to encourage trust and communication, the City agrees, when operationally possible to give the existing Association 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 or employment.

Section 16.3. Right to Data.

The Association 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 Association's right to challenge a denial in Circuit Court or at the Illinois State Labor Relations Board.

Section 16.4. Union Security.

The City agrees that it will not replace officers or allow officers other than Association officers to perform work which is recognized and has historically been performed by the Association officers, except during limited training or in cases of emergency (i.e. natural or manmade disasters).

ARTICLE 17 SAVINGS/CONFLICT

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

the right to any impact or effects bargaining as provided by law.

ARTICLE 19 DROP PLAN

In the event the Illinois Statute applicable to officers 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 provision of Section 14 of the Illinois Public Relations Act.

ARTICLE 20 MANAGED COMPETITION

The City agrees that it will not replace officers or allow officers other than Association Officers to perform traditional core police functions such as patrol and investigations as has historically been performed by Association officers, 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 Association officers, including volunteers, where such assignment of work does not result in the layoff of any bargaining unit member(s): grant writing or other activities which have historically been performed by other than Association officers.

ARTICLE 21 TERM OF AGREEMENT

This Agreement shall be effective as of the day after it is signed by both parties and shall remain in full force and effect until the 30th day of April, 2017~~4~~. 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 a new agreement has been negotiated or arbitrated, and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of December _____, 201~~5~~~~2~~.

**POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION, UNIT NO. 21**

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

Commented [AB1]: Eric- How many signature lines do you need. I will also need to confirm who will be signing the agreement for the Union.

CITY OF BLOOMINGTON, ILLINOIS

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

APPENDIX A – 2014 Wage Tables May 1, 2011

October 30, 2015-April 30, 2014

		May 1, 2014 - October 31, 2014				
		1.5% increase				
		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$54,100.80	\$3,615.39	\$57,716.19	\$26.01	\$39.02
1	Year	\$60,278.40	\$4,028.22	\$64,306.62	\$28.98	\$43.47
2	Years	\$65,291.20	\$4,363.21	\$69,654.41	\$31.39	\$47.09
3	Years (BASE)	\$71,240.00	\$4,760.75	\$76,000.75	\$34.25	\$51.38
5	Years 4%	\$74,089.60	\$4,951.18	\$79,040.78	\$35.62	\$53.43
10	Years 7%	\$76,211.20	\$5,092.96	\$81,304.16	\$36.64	\$54.96
15	Years 9%	\$77,646.40	\$5,188.87	\$82,835.27	\$37.33	\$56.00
20	Years 14%	\$81,203.20	\$5,426.56	\$86,629.76	\$39.04	\$58.56
		November 1, 2014 - April 30, 2015				
		1.5% increase				
		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$54,912.00	\$3,669.60	\$58,581.60	\$26.40	\$39.60
1	Year	\$61,172.80	\$4,087.99	\$65,260.79	\$29.41	\$44.12
2	Years	\$66,268.80	\$4,428.54	\$70,697.34	\$31.86	\$47.79
3	Years (BASE)	\$72,300.80	\$4,831.64	\$77,132.44	\$34.76	\$52.14
5	Years 4%	\$75,192.00	\$5,024.85	\$80,216.85	\$36.15	\$54.23
10	Years 7%	\$77,355.20	\$5,169.41	\$82,524.61	\$37.19	\$55.79
15	Years 9%	\$78,811.20	\$5,266.71	\$84,077.91	\$37.89	\$56.84
20	Years 14%	\$82,430.40	\$5,508.57	\$87,938.97	\$39.63	\$59.45

May 1, 2011 – October 31, 2011

2% increase

**ANNUAL HOLIDAY TOTAL HOURLY OVERTIME
BASE PAY ANNUAL RATE RATE**

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	Probationary	\$49,730.30	\$3,323.32	\$53,053.63	\$23.91	\$35.86
1	Year	\$55,394.98	\$3,701.88	\$59,096.85	\$26.63	\$39.95
2	Years	\$60,020.06	\$4,010.96	\$64,031.02	\$28.86	\$43.28
3	Years (BASE)	\$65,472.58	\$4,375.33	\$69,847.91	\$31.48	\$47.22
5	Years 4%	\$68,091.48	\$4,550.34	\$72,641.82	\$32.74	\$49.10
10	Years 7%	\$70,055.66	\$4,681.60	\$74,737.26	\$33.68	\$50.52
15	Years 9%	\$71,365.11	\$4,769.11	\$76,134.22	\$34.31	\$51.47
20	Years 14%	\$74,638.74	\$4,987.88	\$79,626.61	\$35.88	\$53.83

November 1, 2011 – April 30, 2012

1% increase

		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$50,227.61	\$3,356.56	\$53,584.16	\$24.15	\$36.22
1	Year	\$55,948.93	\$3,738.89	\$59,687.82	\$26.90	\$40.35
2	Years	\$60,620.26	\$4,051.07	\$64,671.33	\$29.14	\$43.72
3	Years (BASE)	\$66,127.30	\$4,419.08	\$70,546.39	\$31.79	\$47.69
5	Years 4%	\$68,772.39	\$4,595.85	\$73,368.24	\$33.06	\$49.60
10	Years 7%	\$70,756.21	\$4,728.42	\$75,484.63	\$34.02	\$51.03
15	Years 9%	\$72,078.76	\$4,816.80	\$76,895.56	\$34.65	\$51.98
20	Years 14%	\$75,385.12	\$5,037.76	\$80,422.88	\$36.24	\$54.36

**APPENDIX A – 2015 Wage Tables May 1, 2011-April 30,
2014**

May 1, 2012 – October 31, 2012

1.5% increase

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		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$50,981.02	\$3,406.90	\$54,387.93	\$24.51	\$36.77
1	Year	\$56,788.16	\$3,794.98	\$60,583.14	\$27.30	\$40.95
2	Years	\$61,529.57	\$4,111.83	\$65,641.40	\$29.58	\$44.37
3	Years (BASE)	\$67,119.21	\$4,485.37	\$71,604.58	\$32.27	\$48.40
5	Years 4%	\$69,803.98	\$4,664.79	\$74,468.76	\$33.56	\$50.34
10	Years 7%	\$71,817.56	\$4,799.35	\$76,616.90	\$34.53	\$51.79
15	Years 9%	\$73,159.94	\$4,889.05	\$78,048.99	\$35.17	\$52.76
20	Years 14%	\$76,515.90	\$5,113.32	\$81,629.22	\$36.79	\$55.18

November 1, 2012 – April 30, 2013

1.5% increase

		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$51,745.74	\$3,458.01	\$55,203.74	\$24.88	\$37.32
1	Year	\$57,639.98	\$3,851.90	\$61,491.88	\$27.71	\$41.57
2	Years	\$62,452.51	\$4,173.51	\$66,626.02	\$30.03	\$45.04
3	Years (BASE)	\$68,126.00	\$4,552.65	\$72,678.65	\$32.75	\$49.13
5	Years 4%	\$70,851.04	\$4,734.76	\$75,585.80	\$34.06	\$51.09
10	Years 7%	\$72,894.82	\$4,871.34	\$77,766.16	\$35.05	\$52.57
15	Years 9%	\$74,257.34	\$4,962.39	\$79,219.73	\$35.70	\$53.55
20	Years 14%	\$77,663.64	\$5,190.02	\$82,853.66	\$37.34	\$56.01

May 1, 2015 - October 31, 2015						
1.5% increase						
		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$55,744.00	\$3,725.20	\$59,469.20	\$26.80	\$40.20
	1 Year	\$62,088.00	\$4,149.15	\$66,237.15	\$29.85	\$44.78
	2 Years	\$67,267.20	\$4,495.26	\$71,762.46	\$32.34	\$48.51
	3 Years (BASE)	\$73,382.40	\$4,903.92	\$78,286.32	\$35.28	\$52.92
	5 Years 4%	\$76,315.20	\$5,099.91	\$81,415.11	\$36.69	\$55.04
	10 Years 7%	\$78,520.00	\$5,247.25	\$83,767.25	\$37.75	\$56.63
	15 Years 9%	\$79,996.80	\$5,345.94	\$85,342.74	\$38.46	\$57.69
	20 Years 14%	\$83,657.60	\$5,590.58	\$89,248.18	\$40.22	\$60.33
November 1, 2015 - April 30, 2016						
1% increase						
		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$56,305.60	\$3,762.73	\$60,068.33	\$27.07	\$40.61
	1 Year	\$62,712.00	\$4,190.85	\$66,902.85	\$30.15	\$45.23
	2 Years	\$67,953.60	\$4,541.13	\$72,494.73	\$32.67	\$49.01
	3 Years (BASE)	\$74,110.40	\$4,952.57	\$79,062.97	\$35.63	\$53.45
	5 Years 4%	\$77,084.80	\$5,151.34	\$82,236.14	\$37.06	\$55.59
	10 Years 7%	\$79,310.40	\$5,300.07	\$84,610.47	\$38.13	\$57.20
	15 Years 9%	\$80,787.20	\$5,398.76	\$86,185.96	\$38.84	\$58.26
	20 Years 14%	\$84,489.60	\$5,646.18	\$90,135.78	\$40.62	\$60.93
* In addition to the wage increases provided above, the City has agreed, as consideration for a change in sick leave buyback for new hires, to add a 0.5% equity adjustment to base						
November 1, 2015 - April 30, 2016						
.50 % increase*						
		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$56,576.00	\$3,780.80	\$60,356.80	\$27.20	\$40.80
	1 Year	\$63,024.00	\$4,211.70	\$67,235.70	\$30.30	\$45.45
	2 Years	\$68,286.40	\$4,563.37	\$72,849.77	\$32.83	\$49.25
	3 Years (BASE)	\$74,484.80	\$4,977.59	\$79,462.39	\$35.81	\$53.72
	5 Years 4%	\$77,459.20	\$5,176.36	\$82,635.56	\$37.24	\$55.86
	10 Years 7%	\$79,705.60	\$5,326.48	\$85,032.08	\$38.32	\$57.48
	15 Years 9%	\$81,182.40	\$5,425.17	\$86,607.57	\$39.03	\$58.55
	20 Years 14%	\$84,905.60	\$5,673.98	\$90,579.58	\$40.82	\$61.23

APPENDIX A – 2016 Wage Tables May 1, 2011-April 30, 2014

May 1, 2013 – October 31, 2013

1.5% increase

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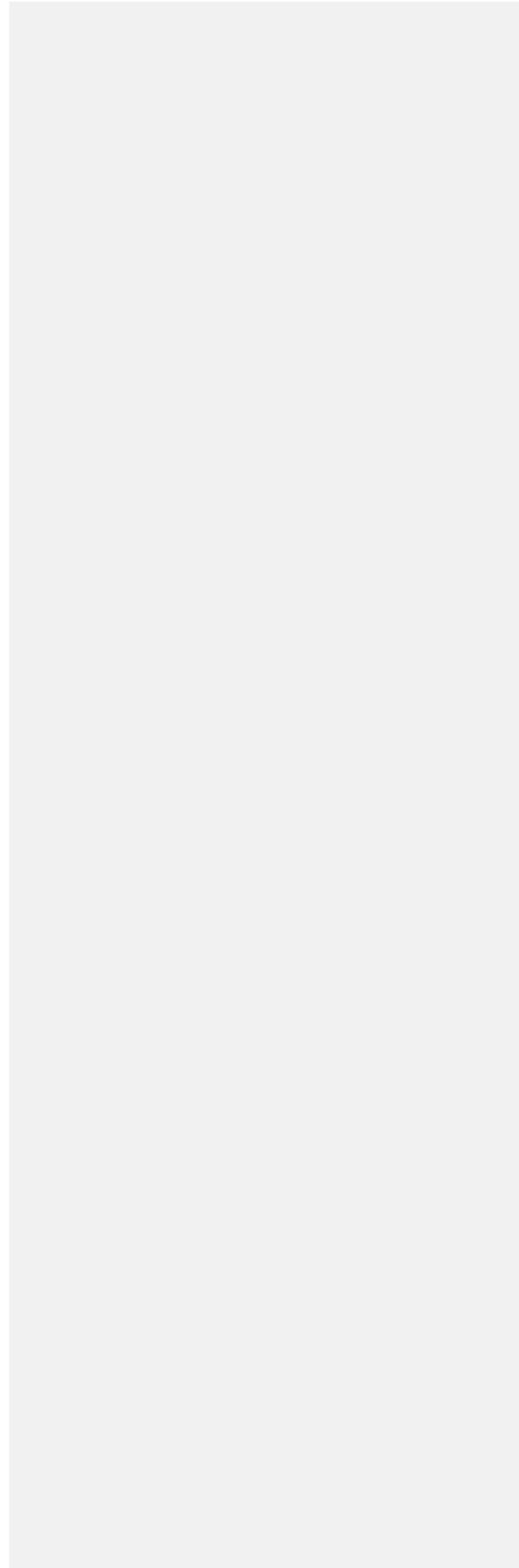
		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
Probationary		\$52,521.92	\$3,509.88	\$56,031.80	\$25.25	\$37.88
1 Year		\$58,504.58	\$3,909.68	\$62,414.26	\$28.13	\$42.19
2 Years		\$63,389.30	\$4,236.11	\$67,625.41	\$30.48	\$45.71
3 Years	(BASE)	\$69,147.89	\$4,620.94	\$73,768.83	\$33.24	\$49.87
5 Years	4%	\$71,913.81	\$4,805.78	\$76,719.58	\$34.57	\$51.86
10 Years	7%	\$73,988.24	\$4,944.41	\$78,932.65	\$35.57	\$53.36
15 Years	9%	\$75,371.20	\$5,036.83	\$80,408.02	\$36.24	\$54.35
20 Years	14%	\$78,828.59	\$5,267.87	\$84,096.47	\$37.90	\$56.85

November 1, 2013 – April 30, 2014

1.5% increase

		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
Probationary		\$53,309.75	\$3,562.53	\$56,872.28	\$25.63	\$38.44
1 Year		\$59,382.15	\$3,968.33	\$63,350.48	\$28.55	\$42.82
2 Years		\$64,340.14	\$4,299.65	\$68,639.79	\$30.93	\$46.40
3 Years	(BASE)	\$70,185.11	\$4,690.25	\$74,875.36	\$33.74	\$50.61
5 Years	4%	\$72,992.51	\$4,877.86	\$77,870.38	\$35.09	\$52.64
10 Years	7%	\$75,098.07	\$5,018.57	\$80,116.64	\$36.10	\$54.16
15 Years	9%	\$76,501.77	\$5,112.38	\$81,614.15	\$36.78	\$55.17
20 Years	14%	\$80,011.02	\$5,346.89	\$85,357.91	\$38.47	\$57.70

|



May 1, 2016 - October 31, 2016						
1.5% increase						
		ANNUAL	HOLIDAY	TOTAL	HOURLY	OVERTIME
		BASE	PAY	ANNUAL	RATE	RATE
	Probationary	\$57,428.80	\$3,837.79	\$61,266.59	\$27.61	\$41.42
1	Year	\$63,980.80	\$4,275.64	\$68,256.44	\$30.76	\$46.14
2	Years	\$69,305.60	\$4,631.48	\$73,937.08	\$33.32	\$49.98
3	Years (BASE)	\$75,608.00	\$5,052.65	\$80,660.65	\$36.35	\$54.53
5	Years 4%	\$78,624.00	\$5,254.20	\$83,878.20	\$37.80	\$56.70
10	Years 7%	\$80,891.20	\$5,405.71	\$86,296.91	\$38.89	\$58.34
15	Years 9%	\$82,409.60	\$5,507.18	\$87,916.78	\$39.62	\$59.43
20	Years 14%	\$86,195.20	\$5,760.16	\$91,955.36	\$41.44	\$62.16
November 1, 2016 - April 30, 2017						
1% increase						
		ANNUAL	HOLIDAY	TOTAL	HOURLY	OVERTIME
		BASE	PAY	ANNUAL	RATE	RATE
	Probationary	\$58,011.20	\$3,876.71	\$61,887.91	\$27.89	\$41.84
1	Year	\$64,604.80	\$4,317.34	\$68,922.14	\$31.06	\$46.59
2	Years	\$69,992.00	\$4,677.35	\$74,669.35	\$33.65	\$50.48
3	Years (BASE)	\$76,356.80	\$5,102.69	\$81,459.49	\$36.71	\$55.07
5	Years 4%	\$79,414.40	\$5,307.02	\$84,721.42	\$38.18	\$57.27
10	Years 7%	\$81,702.40	\$5,459.92	\$87,162.32	\$39.28	\$58.92
15	Years 9%	\$83,241.60	\$5,562.78	\$88,804.38	\$40.02	\$60.03
20	Years 14%	\$87,048.00	\$5,817.15	\$92,865.15	\$41.85	\$62.78
* In addition to the wage increases provided above, the City has agreed, as consideration for a change in sick leave buyback for new hires, to add a 0.5% equity adjustment to base						
November 1, 2016 - April 30, 2017						
.50% increase*						
		ANNUAL	HOLIDAY	TOTAL	HOURLY	OVERTIME
		BASE	PAY	ANNUAL	RATE	RATE
	Probationary	\$58,281.60	\$3,894.78	\$62,176.38	\$28.02	\$42.03
1	Year	\$64,937.60	\$4,339.58	\$69,277.18	\$31.22	\$46.83
2	Years	\$70,345.60	\$4,700.98	\$75,046.58	\$33.82	\$50.73
3	Years (BASE)	\$76,731.20	\$5,127.71	\$81,858.91	\$36.89	\$55.34
5	Years 4%	\$79,809.60	\$5,333.43	\$85,143.03	\$38.37	\$57.56
10	Years 7%	\$82,118.40	\$5,487.72	\$87,606.12	\$39.48	\$59.22
15	Years 9%	\$83,636.80	\$5,589.19	\$89,225.99	\$40.21	\$60.32
20	Years 14%	\$87,484.80	\$5,846.34	\$93,331.14	\$42.06	\$63.09

 **CITY OF**
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: December 14, 2014

SUBJECT: Consideration of approving a Memorandum of Understanding for Scott Oglesby

RECOMMENDATION/MOTION: That Council approve the Memorandum of Understanding and authorize the City Manager and City Clerk to sign the agreement.

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

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

BACKGROUND: On May 13, 2011 Officer Oglesby was dismissed from the City of Bloomington due to an incident that involved Mr. Oglesby on December 21, 2010. Mr. Oglesby filed a grievance which resulted in Arbitrator Jeanne Vonhof issuing an award on December 24, 2012, in which she ordered Mr. Oglesby's reinstatement to the City's Police Department, and for the City to make Mr. Oglesby whole for back pay and all other losses resulting from his termination, except for those resulting from the one-day suspension.

Following the issuance of the award, the City and the Union have engaged in state court litigation over the enforceability of the award on public policy grounds. The McLean County Circuit Court vacated the award. Ultimately, the Fourth District Appellate Court reversed the trial court decision. On May 26, 2015 Mr. Oglesby was returned to work. During this time he has been in training and later assisting in an administrative capacity in the Records Division due to a non-sworn staff vacancy.

The parties have reached a memorandum of understanding regarding Mr. Oglesby's back pay award as ordered by Arbitrator Vonhof and Mr. Oglesby's continued employment with the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Mr. Oglesby back pay award for wages and benefits as outlined in the Memorandum of Understanding.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Brendan Heffner, Police Chief
Nicole Albertson, Human Resources Director

Legal review by:

Angela Fyans-Jimenez, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Memorandum of Understanding

Motion: That the Council approve the Memorandum of Understanding and authorize the City Manager and City Clerk to sign the agreement.

Motion: _____ Seconded by: _____

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

Memorandum of Understanding

This Agreement and Release of All Claims (“Agreement”) is made and entered into on the date set forth below by and between Scott Oglesby, on behalf of himself, his spouse, agents, representatives, attorneys, assigns, heirs, executors and administrators (hereinafter collectively referred to as “Mr. Oglesby”), the City of Bloomington, including its affiliates, predecessors, successors, representatives, elected officials, attorneys, officers, agents and employees, individually and in their representative capacities (hereinafter collectively referred to as “the City”), and the Policemen’s Benevolent and Protective Association, Unit No. 21, including its affiliates, predecessors, successors, representatives, elected officials, attorneys, officers, agents and employees, individually and in their representative capacities (hereinafter collectively referred to as the “the Union”)

WHEREAS, Arbitrator Jeanne Vonhof issued an award on December 24, 2012, in which she ordered Mr. Oglesby’s reinstatement to the City’s Police Department, and for the City to make Mr. Oglesby “whole for backpay and all other losses resulting from his termination, except for those resulting from the one-day suspension;” and

WHEREAS, the parties desire to resolve fully any and all claims related to Mr. Oglesby’s employment status with the City without resorting to further litigation;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Voluntary Separation of Service under "honorable circumstances"**. Mr. Oglesby will voluntarily apply for pension benefits from the Police Pension fund of the City of Bloomington effective May 2, 2016. The City of Bloomington agrees that Mr. Oglesby's retirement shall constitute a separation of service under "honorable circumstances" as described in the Unit 21 Collective Bargaining Agreement (CBA), Section 10.3. Sick Leave, page 58, of the agreement dated May 1, 2011-April 30, 2014. The parties agree the CBA dated May 1, 2011-April 30, 2014, will govern the disbursement of Mr. Oglesby's accumulated sick leave time.
2. **Payment of Unused Sick Time.** The City of Bloomington agrees to remit to Officer Oglesby all unused sick time in accordance with: (the) *Agreement Between the City of Bloomington and the Police Benevolent and Protective Association, Unit 21, dated May 1, 2011- April 30, 2014.*
3. **Pension Application Date.** Mr. Oglesby will apply for a disability pension on or before May 2, 2016.
4. **No Reinstatement.** Mr. Oglesby will voluntarily and irrevocably resign his employment as a City police officer, and his resignation will take effect no later than the close of business on July 31, 2016. The parties agree that in the event Mr. Oglesby applies and is approved for disability benefits that Mr. Oglesby is waiving any rights of

recall or reinstatement, and that he will not seek or accept employment with, or reinstatement by, the City at any time in the future.

5. **Work Status.** Mr. Oglesby will begin using accrued leave time on the day after this agreement is approved by Council. Mr. Oglesby will be required to use at least seven (7) sick days first, followed by available Vacation, PC and Court days. These leave hours will be paid at Mr. Oglesby's current hourly rate of pay. During this period of time Mr. Oglesby is in a paid status and will continue to accrue benefits and be eligible for 75% of his health insurance premiums payment by the City. However, Mr. Oglesby will be ineligible for any work assignments with the Bloomington Police Department.

Mr. Oglesby as of November 30, 2015 has the following leave time available:

Vacation: 533
Sick: 1420.5
Sick Hours to be paid into RHS at rate earned 309
PC: 64
Court: 102.25

Mr. Oglesby will be placed in an unpaid leave status effective May 3, 2016. During this time he will not accrue any benefits, leave time or be eligible for any health insurance premiums,

6. **Backpay.** The City will issue two checks made payable to Mr. Oglesby in the total combined gross amount of \$322,209.08, less all applicable tax and pension withholdings as required by law. The City of Bloomington shall be responsible for calculating the proper pension withholdings, including interest as calculated by the pension fund accountants, to ensure Mr. Oglesby owes no financial obligations to the pension fund.

Payments will be made as follows:

- One-half of gross back pay in the amount of \$161,104.54 within twenty (20) business days of this MOU being signed by the parties. The City shall report this payment on Oglesby's 2015 W-2 as wages earned in 2015.
- One-half of gross back pay in the amount of \$161,104.54, paid upon receipt of Mr. Oglesby's resignation. The City shall report this payment on Oglesby's 2016 W-2 as wages earned in 2016.
- In addition, upon execution of this agreement, Mr. Oglesby will have a payment of Monthly Sick Leave to be paid into the employees Retirement Health Savings account for sick leave time earned in the amount of \$12,036.72 paid within twenty (20) business days of this MOU being signed by the parties.
- Mr. Oglesby will be eligible for retro pay for eligible earnings beginning May 1, 2014 consistent with other Unit 21 employees.

- Mr. Oglesby is due reimbursement of Health and Dental Insurance Premiums in the amount of \$17,689.65 paid on an accounts payable check within thirty (30) business days of this MOU being signed by the parties
7. The City shall issue the first check which will be one half of the backpay, jointly payable to Mr. Oglesby and the Illinois Department of Employment Security in the gross amount of \$161,104.54. The check shall be mailed via certified U.S. Mail return receipt requested to:

Illinois Department of Employment Securities
33 South State Street,
9th Floor,
Chicago, Illinois 60603
Attention Special Agent Eric Congious,
Care of the Unemployment Insurance Program Support Unit

The City shall ensure the procedures outlined in 820 ILCS 405/900, subsection D, shall be complied with and state, at the relevant portion:

"D. Whenever, by reason of a back pay award made by any governmental agency or pursuant to arbitration proceedings, or by reason of a payment of wages wrongfully withheld by an employing unit, an individual has received wages for weeks with respect to which he has received benefits, the amount of such benefits may be recouped or otherwise recovered as herein provided. An employing unit making a back pay award to an individual for weeks with respect to which the individual has received benefits shall make the back pay award by check payable jointly to the individual and to the Department."

8. **General Release.** By signing this Agreement and receiving the valuable consideration described above, Mr. Oglesby and the Union hereby fully release and forever discharge the City from any and all claims or liabilities of any kind arising out of or relating in any way to Mr. Oglesby's employment with, and separation from, employment from the City. However, nothing herein shall constitute a waiver of Mr. Oglesby's right, or the Union's right, to enforce a breach of this agreement.

This release includes, but is not limited to, any claim (except claims to enforce this agreement) arising under the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.*; the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.*; the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*; the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Family & Medical Leave Act, 29 U.S.C. § 2601 *et seq.*, all claims under 42 U.S.C. §§ 1983, 1985, 1988; all claims under the City's employee handbook and/or personnel policies; all claims under the City-Union

collective bargaining agreement, including but not limited to the grievance that was arbitrated before Arbitrator Jeanne Vonhof; all claims arising from Arbitrator Vonhof's December 24, 2012 arbitration award, including but not limited any backpay or accrued leave claims relating to Arbitrator Vonhof's "make whole" award; all claims for wrongful discharge; all claims based on any actual or implied contract, including, but not limited to, any employment agreement between the City and Mr. Oglesby; all claims for retaliatory discharge; all civil rights claims; all amendments to the foregoing statutes; all claims under federal common law and state common law; and all claims under any other federal, state or local statute, law, ordinance, regulation or order.

It is the intention of Mr. Oglesby, the Union and the City that in executing this Agreement, Mr. Oglesby and the Union are providing a general release and that it shall be an effective bar to each and every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of the City and its agents, jointly and separately, individually and in their representative capacities, for any injuries suffered by Mr. Oglesby occurring on or prior to the date this Agreement is executed. Provided, however, that the forgoing shall not, in any way, preclude Oglesby from seeking compensation or benefits related to a disability claim.

The City agrees not to contest or oppose, either directly or indirectly, any efforts by Mr. Oglesby to seek disability benefits. The City will not advance, advocate for, nor attempt to intervene in a fashion, or a position that opposes Mr. Oglesby's efforts to secure disability benefits.

9. Rights and Claims Excluded From the General Release. Excluded from the release in Section 5 above are any claims or rights that cannot be waived by law.

10. Non-Admission of Liability. The parties agree and acknowledge that this Agreement and the consideration described herein does not constitute and shall not be interpreted as an admission of liability on the part of the City. This Agreement resulted from the parties' mutual desire to resolve any and all matters and controversies between them, and to amicably effectuate Mr. Oglesby's employment separation from the City.

11. Additional Acknowledgements. Mr. Oglesby further acknowledges that:

- (a) Mr. Oglesby is entering into this Agreement knowingly and voluntarily and the Agreement is written in language that he understands;
- (b) this Agreement includes a waiver and release of claims under the Age Discrimination in Employment Act (ADEA) as described in Section 5 above;
- (c) the City is hereby advising him to consult with an attorney before signing this Agreement;
- (d) this Agreement waives and releases only those claims and rights arising prior to the date that he signs this Agreement;

(e) he understands that he may take up to forty-five (45) days to consider this Agreement before signing it; and

12. **Revocation Rights.** After Mr. Oglesby signs this Agreement, he will have seven (7) days to revoke it if he changes his mind. If Mr. Oglesby wants to revoke the Agreement, he should hand deliver or mail a written revocation to Nicole Albertson (or her designee), at 109 Olive Street, Bloomington, Illinois 61701, within seven (7) days after he signs the Agreement. If Mr. Oglesby timely revokes the Agreement pursuant to this paragraph the City will reopen negotiations on arbitrator Jeanne Vonhof's award. This Agreement shall not become effective and enforceable until the seven (7) day revocation period described in this paragraph has expired with no revocation by Mr. Oglesby.
13. **Entire Agreement.** This Agreement constitutes the complete agreement between Mr. Oglesby, the City and the Union. No other promises or agreements, either express or implied, shall be binding upon such parties unless hereinafter reduced to writing and signed by each party.
14. **Severability.** To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining portions of this Agreement shall not be affected and shall be given full force and effect.
15. **Non-Precedential Nature of the Agreement.** The parties agree that this Agreement will be non-precedential in all respects and does not constitute or create a "past practice."
16. **Binding Nature of the Agreement.** This Agreement shall be binding upon the parties, as well as their respective agents, representatives, heirs, successors and assigns.
17. **Governing Law.** The laws of the State of Illinois shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, notwithstanding any state's choice of law provisions to the contrary.
18. **Null and Void Provision.** During the discussions that laid the foundation for this MOA, the parties discussed at length the importance of providing Mr. Oglesby with half, or approximately half, of the money owed to him in the calendar year 2015 and the remainder of the money owed remitted in 2016. The parties discussed at length that Mr. Oglesby's tax obligations would be impacted adversely to his interests if half, or approximately half of the money owed was not paid in 2015. The City understands, and agrees, that payment in two portions, is a cornerstone of this agreement. Should the City, for any reason what-so-ever, not provide Officer Oglesby with half, or approximately half of the money owed in 2015 and the remainder in 2016, this entire agreement, in its entirety, is null and void.
19. **ICMA Contributions.** As long as Mr. Oglesby is eligible, the City agrees to contribute thirty-six thousand dollars (\$36,000.00) in to the 457 account of Mr. Oglesby in calendar year 2015. The City also agrees to contribute thirty-six thousand dollars

(\$36,000.00) in to the 457 account of Mr. Oglesby in calendar year 2016. It is understood and agreed between the parties that these sums of money will be withheld from the money owed Mr. Oglesby. The parties discussed at length that Mr. Oglesby's tax obligations can be minimized by making these contributions to Mr. Oglesby's City sponsored 457 account. Should the city, for any reason what-so ever, fail to make these two 457 contributions in accordance to the dates outlined above, the City will remit to Mr. Oglesby an amount of money equal to the tax saving Mr. Oglesby would have realized.

Mr. Oglesby acknowledges that he has been instructed by the City to seek independent legal counsel before executing this Agreement as well as to consult with his Union representatives. Mr. Oglesby understands that he has forty-five (45) days, from the date that Mr. Oglesby and the Union were given this agreement, to review this agreement. Mr. Oglesby acknowledges that he has been given a reasonable time in which to consider this Agreement. Mr. Oglesby acknowledges that he has thoroughly discussed all aspects of this Agreement with his attorney and Union representatives, that he has carefully read this Agreement and the releases contained herein, that he understands all of the terms set forth in this Agreement, that he has not been coerced, threatened, or intimidated into signing this Agreement, he has not relied on any oral or other promises or understandings in connection with this Agreement and that he Mr. Oglesby is executing this Separation Agreement and Release of All Claims on a knowing and voluntary basis and with full knowledge of its meaning and effect.

AGREED:

SCOTT OGLESBY

Scott Oglesby Date

CITY OF BLOOMINGTON

ATTEST

By: _____
David Hales, City Manager Date Cherry L. Lawson, City Clerk

POLICEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION, UNIT NO. 21

By: _____
Elected Unit 21 Official Date



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of waiving formal bidding process and approving an EMS Continuing Education and Quality Assurance Service Agreement as a limited source purchase in the amount of \$17,250.

RECOMMENDATION/MOTION: Approve, as a sole source purchase, the EMS Continuing Education and Quality Assurance Service Agreement in the amount of \$17,250.00, and authorize the City Manager and City Clerk to sign the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Well-trained Paramedics provides City services delivered in a cost effective manner, better to meet the citizen's needs.

BACKGROUND: All EMS agencies are required to operate under a Medical System. The McLean County Area EMS System (MCAES) is the agency that Bloomington Fire Department operates under. This Agency determines the medications and protocols that all the EMTs in McLean County operate under and accordingly it is a sole source. All Emergency Medical Technicians (EMT) require continuing education to renew their individual license. The continuing education, that all of our licensed EMT's need is approved by the EMS System, the Fire Department operates under. This contract provides the training needed to keep up those credits and provides a check and balance of our EMS service through quality assurance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This service can only be provided by the McLean County Area EMS System. No other persons or groups were contacted.

FINANCIAL IMPACT: The Fire Department has this expense budgeted in the Fire-Professional Development account (10015210-70632) in the amount of \$17,250.00. Stakeholders can locate this in the FY 2016 Budget Book titled "Budget Overview & General Fund" on page 276.

Respectfully submitted for Council consideration.

Prepared by: Les Siron, Deputy Chief

Reviewed by: Brian Mohr, Fire Chief

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Paul A. Heller".

David A. Hales, City Manager

Attachments:

- 2016 EMS Service Agreement
- EMS Contract Limited Source Justification

MOTION: Approve, as a limited source purchase, the EMS Continuing Education and Quality Assurance Service Agreement in the amount of \$17,250.00.

Motion: _____ Seconded by: _____

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

McLean County Area EMS System

705 North East Street
Bloomington, IL 61701

Phone: (309) 827-4348
Fax: (309) 827-2017



MEMORANDUM

To: MCAEMS System Agencies
From: Sandy Alsman, Office Coordinator Re: 2016 Continuing Education
Date: 09/01/2015

Enclosed are the following materials:

- 2016 MCAEMS System CE Topic Schedule
- Continuing Education Agreement for 2016

CE Topic Schedule

Complete the CE Topic Schedule and return it to the Mclean County Area EMS System office.

- There are four pre-determined MANDATORY classes. *These topics cannot be swapped.* Please put the date, time & location for these classes in the appropriate column.
- All Agencies will have the same 4 Mandatory topics but we will be teaching the Mandatory topics in alternating months.
- Check any additional boxes only for classes you would like the EMS office to teach at your agency. Please put the date, time and location for those classes in the appropriate column. Please note that an EXACT numeric date is required. Do not put phrases such as "third Tuesday of each month."
- Provide accurate and updated information at the bottom of the schedule.

When you submit the Training Contract and the CE Topic Schedule, please include any classes for which your agency would like CE credit (please do not check the box for these classes since they are not being taught by the EMS office). Keep in mind that in order to receive CE credit, training must contain the following:

1. Topic of class
2. Times and dates of class
3. At least three objectives for the class
4. Resume of the instructor for the class

Continuing Education Agreement for 2016

Complete the Continuing Education Agreement for 2016 and return it to the MCAEMS System office.

The EMS office must receive the System Training Contract and CE Topic Schedule back by OCTOBER 1, 2015. Faxes cannot be accepted. If you have any questions, please contact the office at 309-827-4348.

2016 MCAEMS System CE Topic Schedule

DIRECTIONS:

1. There are four pre-determined MANDATORY classes. These classes cannot be swapped. Please put the date, time & location for these classes in the appropriate column.
2. Check any additional boxes only for classes you would like the EMS office to teach at your agency. Please put the date, time & location for these classes in the appropriate column. Please note that an EXACT numeric date is required. Do not put phrases such as "third Tuesday of every month."
3. Provide accurate and updated information at the bottom of the schedule.

	Month	Topic	Date	Time and Location
D	January	Behavioral Emergencies		
D	February	Pediatric Patients {Mandatory}		
D	March	Protocol/Policy Q & A		
D	April	Blood Bourne Pathogens/Infection Control {OSHA Compliant}		
D	May	Cardiac Emergencies {Mandatory}		
D	June	EMS at the Emergency within the Emergency		
D	July	Neurological Emergencies		
D	August	EMS and Traumatic Injuries {Mandatory}		
D	September	Obstetrics		
D	October	Respiratory Emergencies		
D	November	Q.A./Documentation/Case Studies {Mandatory}		
D	December	Death, Dying, CISD		

Agency contact for CE coordination	Name
	Phone
	Email
Address of Training Location 1	
Address of Training Location 2 {if applicable}	



McLean County Area EMS System

Bloomington, IL 61701

Fax: (309) 827-2017

Phone: (309) 827-4348

705 N. East Street

CONTINUING EDUCATION AND QUALITY ASSURANCE SERVICE AGREEMENT FOR 2016

It has been agreed upon between the McLean County Area EMS System and

Bloomington Fire Department

(Agency Name)

that all necessary continuing education to maintain continued participation in the system and IDPH licensure at the EMT-B, EMT-I, and EMT-P levels will be provided through the EMS Office for the 2016 calendar year. The continuing education schedule on file at the McLean County Area EMS Office will be used in coordinating educators for the dates and times that the above agency has chosen and that have been approved by the Illinois Department of Public Health. In some instances, there will be additional material costs not included in the service contract.

The agency will provide an area suitable for classroom style didactic classes and sufficient space necessary for practical skills training. If for any reason the continuing education session may need to be cancelled or postponed, the agency will notify the EMS Office as soon as possible.

The EMS System will provide a comprehensive quality assurance program. The goal of this program will be to ensure the highest quality possible service delivery by Fire Department EMS personnel. Services provided include: competency testing; skills validation testing; scheduled and unscheduled ambulance inspections; review of patient care reports; follow-up on incident reports and improvement opportunity reports; direct and indirect scene observations; and other services intended to maintain high quality pre-hospital care and where necessary correct and/or remediate deficiencies.

The agreement will be for services to be provided January 1, 2016 through December 31, 2016. The amount for this service is \$17,250.00 to be paid to the EMS System in 12 equal monthly installments of \$1,437.50 beginning January 1, 2016.

Please sign this service agreement and return to the EMS System.

CITY OF BLOOMINGTON

EMS System Coordinator Signature/Date

Agency Representative Signature/Date

ATTEST

Cherry L. Lawson, City Clerk

McLean County Area EMS System

705 North East Street
Bloomington, IL 61701

Phone: (309) 827-4348
Fax: (309) 827-2017



MEMORANDUM

To: MCAEMS System Agencies
From: Sandy Alsman, Office Coordinator Re: 2016 Continuing Education
Date: 09/01/2015

Enclosed are the following materials:

- 2016 MCAEMS System CE Topic Schedule
- Continuing Education Agreement for 2016

CE Topic Schedule

Complete the CE Topic Schedule and return it to the Mclean County Area EMS System office.

- There are four pre-determined MANDATORY classes. *These topics cannot be swapped.* Please put the date, time & location for these classes in the appropriate column.
- All Agencies will have the same 4 Mandatory topics but we will be teaching the Mandatory topics in alternating months.
- Check any additional boxes only for classes you would like the EMS office to teach at your agency. Please put the date, time and location for those classes in the appropriate column. Please note that an EXACT numeric date is required. Do not put phrases such as "third Tuesday of each month."
- Provide accurate and updated information at the bottom of the schedule.

When you submit the Training Contract and the CE Topic Schedule, please include any classes for which your agency would like CE credit (please do not check the box for these classes since they are not being taught by the EMS office). Keep in mind that in order to receive CE credit, training must contain the following:

1. Topic of class
2. Times and dates of class
3. At least three objectives for the class
4. Resume of the instructor for the class

Continuing Education Agreement for 2016

Complete the Continuing Education Agreement for 2016 and return it to the MCAEMS System office.

The EMS office must receive the System Training Contract and CE Topic Schedule back by OCTOBER 1, 2015. Faxes cannot be accepted. If you have any questions, please contact the office at 309-827-4348.

2016 MCAEMS System CE Topic Schedule

DIRECTIONS:

1. There are four pre-determined MANDATORY classes. These classes cannot be swapped. Please put the date, time & location for these classes in the appropriate column.
2. Check any additional boxes only for classes you would like the EMS office to teach at your agency. Please put the date, time & location for these classes in the appropriate column. Please note that an EXACT numeric date is required. Do not put phrases such as "third Tuesday of every month."
3. Provide accurate and updated information at the bottom of the schedule.

	Month	Topic	Date	Time and Location
D	January	Behavioral Emergencies		
D	February	Pediatric Patients {Mandatory}		
D	March	Protocol/Policy Q & A		
D	April	Blood Bourne Pathogens/Infection Control {OSHA Compliant}		
D	May	Cardiac Emergencies {Mandatory}		
D	June	EMS at the Emergency within the Emergency		
D	July	Neurological Emergencies		
D	August	EMS and Traumatic Injuries {Mandatory}		
D	September	Obstetrics		
D	October	Respiratory Emergencies		
D	November	Q.A./Documentation/Case Studies {Mandatory}		
D	December	Death, Dying, CISD		

Agency contact for CE coordination	Name
	Phone
	Email
Address of Training Location 1	
Address of Training Location 2 {if applicable}	



McLean County Area EMS System

Bloomington, IL 61701

Fax: (309) 827-2017

Phone: (309) 827-4348

705 N. East Street

CONTINUING EDUCATION AND QUALITY ASSURANCE SERVICE AGREEMENT FOR 2016

It has been agreed upon between the McLean County Area EMS System and

Bloomington Fire Department

(Agency Name)

that all necessary continuing education to maintain continued participation in the system and IDPH licensure at the EMT-B, EMT-I, and EMT-P levels will be provided through the EMS Office for the 2016 calendar year. The continuing education schedule on file at the McLean County Area EMS Office will be used in coordinating educators for the dates and times that the above agency has chosen and that have been approved by the Illinois Department of Public Health. In some instances, there will be additional material costs not included in the service contract.

The agency will provide an area suitable for classroom style didactic classes and sufficient space necessary for practical skills training. If for any reason the continuing education session may need to be cancelled or postponed, the agency will notify the EMS Office as soon as possible.

The EMS System will provide a comprehensive quality assurance program. The goal of this program will be to ensure the highest quality possible service delivery by Fire Department EMS personnel. Services provided include: competency testing; skills validation testing; scheduled and unscheduled ambulance inspections; review of patient care reports; follow-up on incident reports and improvement opportunity reports; direct and indirect scene observations; and other services intended to maintain high quality pre-hospital care and where necessary correct and/or remediate deficiencies.

The agreement will be for services to be provided January 1, 2016 through December 31, 2016. The amount for this service is \$17,250.00 to be paid to the EMS System in 12 equal monthly installments of \$1,437.50 beginning January 1, 2016.

Please sign this service agreement and return to the EMS System.

CITY OF BLOOMINGTON

EMS System Coordinator Signature/Date

Agency Representative Signature/Date

ATTEST

Cherry L. Lawson, City Clerk

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor: Mclean County Area EMS

Amount:
\$17,250.00

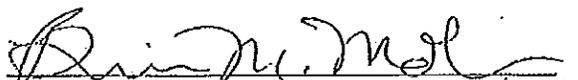
Date:
1/1/2016

Description of Item/service: Continuing Education and Quality Assurance Service Agreement For 2016

Vendor # 2223

Justification: All EMS agencies are required to operate under a Medical System. The Mclean County Area EMS System (MCAES) is the agency that Bloomington Fire Department operates under. This Agency determines the medications and protocols that all the EMTs in Mclean County operate under. All Emergency Medical Technicians (EMT) require continuing education to renew their individual license. The continuing education, that all of our licensed EMT's need is approved by the EMS System, the Fire Department operates under. This contract provides the training needed to keep up those credits and provides a check and balance of our EMS service through quality assurance

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

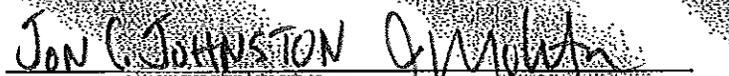

(Name and Signature of Department Head)

11/12/15
Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents, I concur do not concur (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):


Name and Signature of Purchasing Agent or Designee

11/30/15
Date



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of approving a Resolution waiving the formal bid process and purchase of Personal Protective Equipment – Firefighting Turnout Gear in the amount of \$50,700.

RECOMMENDATION/MOTION: That the Resolution be approved waiving the formal bid process, the purchase of 20 complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from Municipal Emergency Services, Inc. (MES), Deerfield, IL, be approved, in the amount of \$50,700 and the Procurement Manager be authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of service, and 1d. City services delivered in the most cost-effective and efficient manner.

BACKGROUND: Council authorized the purchase of replacement turnout gear as part of the FY 2016 budget.

Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association’s recommended useful life for firefighting protective wear. Since 2006, the Fire Department has made considerable investments in this particular Turnout Gear providing consistency in use for firefighters and cost savings.

The gear that the Department uses was selected in 2006 during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost. A major determining factor was that the gear has a shell warranty of seven (7) years against any damage that occurs during firefighting operations, eliminating gear repair line item previously budgeted at \$15,000 per year.

The Fire Department did obtain quotes for this gear to provide a bench mark for the Council:

Vendor	Cost per Turnout Gear Assembly	Total Cost of 20 Sets of Turnout Gear
MES Global	\$2,535	\$50,700
Time Emergency Equipment	\$3,100	\$62,000
Dundee Fire Safety	\$2,890	\$57,800

The BFD requests that bids be waived for their turnout gear because the particular product specified meets their needs for safety, durability and functionality. After many years of use and data gathering, this is the product they desire and meets their overall needs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost for the Firefighter Turnout Gear is \$50,700 which has been budgeted in Fire-Protective Wear account (10015210-62191). Stakeholders can locate this in the FY 2016 Budget Book titled “Budget Overview & General Fund” on page 276.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Fire Administration

Reviewed by: Brian Mohr, Fire Chief

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales, City Manager

Attachments:

- Resolution
- Municipal Emergency Services, Inc. Quote dated 09/29/2015
- Time Emergency Equipment Quote dated 10/19/2015
- Dundee Fire Safety dated 10/13/2015

Motion: That the Resolution be approved waiving the formal bid process, the purchase of twenty (20) complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from MES, Deerfield, IL, be approved, in the amount of \$50,700 the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2015 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF FIREFIGHTING TURNOUT GEAR FOR THE
FIRE DEPARTMENT FROM MUNICIPAL EMERGENCY SERVICES, INC. AT A
PURCHASE PRICE OF \$50,700**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Firefighting Turnout Gear at a Purchase Price of \$50,700.

ADOPTED this 14th day of December, 2015.

APPROVED this ____ day of December, 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

MES - Illinois
124 East First Street
Deer Creek, IL 61733

Telephone: (309) 447-6780
 Fax: (309) 447-6903



Ship To:
 BLOOMINGTON FIRE DEPT.
 310 N. LEE STREET
 Bloomington, IL 61701

Contact:
 Phone:

Bill To:
 BLOOMINGTON F.D.
 310 N. LEE STREET
 BLOOMINGTON, IL 61701

Quotation

Number: QT_00367298-1
 Date: 9/29/2015
 Page: 1 of 1
 Sales order:
 Requisition: vaughn
 Your ref.:
 Our ref.: JCrabtree
 Quotation deadline: 11/28/2015
 Payment: Net 30
 Sales Rep: JCrabtree
 Terms of delivery: Customer Pays Freight-
 NOT Taxable

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
13257-G	GLOBE GXTREME 3.0 COAT PER BLOOMINGTON SPECS			20.00	EA	1,350.00	27,000.00
23257-G	GLOBE GXTREME 3.0 PANT PER BLOOMINGTON SPECS			20.00	EA	1,185.00	23,700.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.
 Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

Sales balance	Total discount	S&H	Sales tax	Total
50,700.00	0.00	0.00	0.00	50,700.00 USD

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

MES - Illinois
124 East First Street
Deer Creek, IL 61733

Telephone: (309) 447-6780
 Fax: (309) 447-6903



Ship To:
 BLOOMINGTON FIRE DEPT.
 310 N. LEE STREET
 Bloomington, IL 61701

Contact:
 Phone:

Bill To:
 BLOOMINGTON F.D.
 310 N. LEE STREET
 BLOOMINGTON, IL 61701

Quotation

Number: QT_00367298-2
 Date: 9/29/2015
 Page: 1 of 1
 Sales order:
 Requisition: vaughn
 Your ref.:
 Our ref.: JCrabtree
 Quotation deadline: 11/28/2015
 Payment: Net 30
 Sales Rep: JCrabtree
 Terms of delivery: Customer Pays Freight-
 NOT Taxable

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
13257-G	GLOBE GXTREME 3.0 COAT PER BLOOMINGTON SPECS			25.00	EA	1,350.00	33,750.00
23257-G	GLOBE GXTREME 3.0 PANT PER BLOOMINGTON SPECS			25.00	EA	1,185.00	29,625.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.
 Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

Sales balance	Total discount	S&H	Sales tax	Total
63,375.00	0.00	0.00	0.00	63,375.00 USD

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Quote

Mark DeHoek mark-time@sbcglobal.net
 6503 S. Division Ave. • Grand Rapids, MI 49548
 616-455-3025 or 888-455-3025 • FAX 616-455-3788
 www.mbs-onlinesales.com

Quote # **12163**
 Date 10/19/2015

To BLOOMINGTON FIRE DEPT.
 Address 310 NORTH LEE ST.
 City BLOOMINGTON State IL Zip 61701
 Contact A.C. ERIC VAUGHN Phone _____

Prices Good For 30 Days
Freight Extra unless specified otherwise

Qty	Part	Description	Labor	Unit Price	Ext. Price
1		GLOBE GXTREME COAT TO BLOOMINGTON SPEC ON FILE		1625.00	1625.00
1		GLOBE GXTREME PANT TO BLOOMINGTON SPEC ON FILE		1475.00	1475.00

Labor Total	
Ext.Total	\$3100.00
Grand Total	\$3100.00



*454 Cass Street Dundee, MI 48131-1269
734-529-2117 Fax: 734-529-5290
dfands@cass.net*

Proposal

Bloomington Fire Department
310-N. Lee Street
Bloomington, IL 61701
Attn: Eric Vaughn

10/13/2015

Globe G-EXTREME 3.0, to your specifications:

For 20 or more sets

Jacket

\$ 1,500.00 ea.

Pants

\$ 1,390.00 ea.

Gold Millenia shell, Crosstech moisture barrier, Cladura SL liner

Dragon Hyde cuffs, pocket and knee reinforcements

L/Y triple trim NYC on jacket and around cuffs on pants

RP Left chest

MC Left chest and Left Collar

Embroidered flag Rt Sleeve

Hanging lettering Patch

Silizone Knee Pads

L/Y trim on suspenders

Utility Loops on pants

Thank you for your inquiry
Terry L. Massingill



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of approving the purchase of one (1) International Dump Truck (unit number R25) for the Solid Waste Division of the Public Works Department using the State of Illinois Joint Purchasing Contract.

RECOMMENDATION/MOTION: Recommend that the purchase of one (1) International Dump Truck from Rush Truck Centers Normal, IL using the State of Illinois Joint Purchasing contract number PSD4018132 in the amount of \$159,640.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The Solid Waste Division of the Public Works Department has a 2001 International Dump Truck with 90,645 miles and 12,439 hours that is due for replacement in Fiscal Year 2016. The maintenance cost to date for this unit is \$131,061.70. This unit is used in the day to day operations of the Solid Waste Department. These operations include picking up brush and bulky waste from resident's homes as well as leaf collection. During snow and ice events this unit is used to plow snow and spread salt. The new unit will be equipped with a snow plow and salt spreader.

Staff asks the 2001 International S4900 be declared surplus and be sold on public auction at Publicsurplus.com. It is expected to bring \$6,000.00 at auction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: This is included in the FY 2016 Capital Lease-Capital Outlay Licensed Vehicle account (40110133-72130). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 98.

Respectfully submitted for Council consideration.

Prepared by: Rob Kronen, Superintendent of Fleet Maintenance

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Carla A. Murillo, Budget Manager

Legal review by:

Recommended by:

Jeffrey R. Jurgens, Corporation Counsel



David A. Hales
City Manager

Attachments:

- Single Axle Dump Truck Specifications

Motion: Recommend that the purchase of one (1) International Dump Truck from Rush Truck Centers Normal, IL using the State of Illinois Joint Purchasing contract number PSD4018132 in the amount of \$159,640.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



New Truck Proposal
Single Axle Dump Truck Specifications
State of Illinois Solicitation # 227888 - Contract # PSD4018132

CONTACT NAME Rob Krones

BUYER INFORMATION City of Bloomington

ADDRESS 336 S. Main Street
Bloomington, IL 61701

CITY/ STATE/ ZIP 309-434-2426 phone

PHONE/ FAX/ EMAIL

FEIN # / TAX EXEMPT # / COUNTY

DATE: 11/24/15

Contact: **Kevin Burdell**
Municipal Fleet Sales
401 South Dirksen Pkwy Springfield, IL 62703
Ofc: 217-718-2312
Email: BurdellK@rushenterprises.com

Please Circle Cab Color:
Red-2303 / IDOT Orange / Omaha Orange
School Bus Yellow / Blue / Blue Met-6E12
Green-6047 White / Black

2016 INTERNATIONAL 7400 SFA 4X2 / 160" WHEELBASE/ 85" CAB TO AXLE
 120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
N9 275HP/ 860# TORQUE w/ GRID HEATER
3000RDS Allison Six (6) speed trans. w/ T-Handle & External Trans. Cooler
 Extended Life Oil Pan/ Transmission TCM mounted inside cab
 Transmission temp. gauge/ Hour meter/ Plow light Switch
 Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
 "Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
 Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front Axle & Suspension w/ 2000# aux. overloads & HD shocks
21,000# Rear axle with 23,500# susp. & 4500# Multi-leaf aux / SPL type drivelines
 Air Brakes w/ 13.2 compressor/ Bendix air dryer/ DV2 Heated drain valve
 Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
 Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
 Tilt & Telescoping steering / Leece-Neville 190 amp alternator/ Delco starter
 100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water separator
 9.5 gallon DEF tank mounted driver side
 Three (3) Batteries @ 1950 CCA w/ battery box mounted right side BOC
 Horizontal muffler mounted under cab w/ vert. exhaust pipe & 36" turn out
 Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
 AM/FM/WB radio / Air conditioning / Cigar lighter
 Black heated mirrors w/ Black heated fender-mounted convex mirrors
 Air ride driver seat with armrest/ Fixed passenger seat/ Daytime lights
 315/80R22.5 Continental (20PLY) STEER TIRES w/ Gray Powder coat wheels
 11R22.5 Continental (14PLY) DRIVE TIRES w/ Gray Powder Coat Wheels

Sales price \$73,010.00

Options \$5,024.00

Body price \$81,356.00

Freight \$250.00

Sub-total \$159,640.00

Trade _____

License/ Title (city will do all titlework)

Total \$159,640.00

177" WB / 102" CA	\$	788
with frame reinforcement		
Omit Front PTO Adaptor Plate	\$	(141)
Trans Dipstick - move to rt side	\$	49
Front Tow Hooks	\$	59
14K Front Axle/Springs/12R22.5's	\$	(782.00)
26K Rear Axle	\$	3,853
w/ 12R22.5 16 ply drives		
31K Rear Springs w/ 4500# Aux	\$	98
Bodybuilder wiring - EOF	\$	87
Insulation - Under hood		standard
Insulation - splash panels		standard
Keys All Alike - Z250	\$	27
Silicone Hoses - Radiator & Htr	\$	280
50 Gallon Fuel Tank	\$	(177)
2 man bench w/ storage	\$	230
Bright Finish Mirrors	\$	148
Heated Windshield	\$	505
White Powder Coat Wheels	\$	-

PLEASE CIRCLE DESIRED GEAR RATIO:

6.14 (67 mph) / 6.43 (64 mph) / 6.83 (60 mph) / 7.17 (57 mph)

Please include copy of tax exempt form w/ your order.
 All prices are F.O.B. 401 S. Dirksen Pkwy. Springfield, Illinois
 Payment in full is due at time of delivery.

Kevin Burdell- Municipal Fleet Sales Representative

Signature of Buyer _____ Purchase Order Number (if applicable) _____



4900
DT466E

R25



BLOOMINGTON
PUBLIC WORKS

R25

Henderso

ING
PUP.
LL



Mercedes

CAUTION!

CAUTION!
SAFETY MUST BE SECURELY LOCKED OR F
RAISED





CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of approving the purchase for a scheduled replacement of one (1) Dump Truck (unit number W19) for the Water Transmission and Distribution Division of the Water Department.

RECOMMENDATION/MOTION: Recommend that the purchase of one (1) International Dump Truck from Rush Truck Centers Normal, IL using the State of Illinois Joint Purchasing contract number PSD4018132 in the amount of \$161,589.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Water Transmission and Distribution Division of the Water Department has a 2003 International Dump Truck with 60,050 miles and 5,852 hours that is due for replacement in Fiscal Year 2016. The maintenance cost to date for this unit is \$48,044.21. This unit is used in the day to day operations for repair and maintenance of the city's water system. These operations include, but are not limited to, operations for repair and maintenance of the city's water system, which include: water main break repairs, water service repairs and replacements, and fire hydrant repairs and replacement. During snow and ice events this unit can be used to plow snow. The new unit will be equipped with a snow plow and salt spreader.

The replaced unit will be fitted with a snow plow and salt spreader and moved to Lake Bloomington to replace a 1998 International S4900 that has 41,540 miles and 4,360 hours and the cab and bed are rusting out. Staff asks the 1998 International S4900 be declared surplus and be sold on public auction at Publicsurplus.com. It is expected to bring \$6,000.00 at auction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: This is included in the FY 2016 Capital Lease-Capital Outlay Licensed Vehicle account (40110133-72130). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 98.

Respectfully submitted for Council consideration.

Prepared by:

Rob Kronen, Superintendent of Fleet Maintenance

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

Reviewed by: Robert D. Yehl, PE, Water Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Single Axle Dump Truck Specifications
- LB18 Truck Bed Picture
- LB18 Truck Front Picture

Motion: Recommend that the purchase of one (1) International Dump Truck from Rush Truck Centers Normal, IL using the State of Illinois Joint Purchasing contract number PSD4018132 in the amount of \$161,589.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



New Truck Proposal
Single Axle Dump Truck Specifications
State of Illinois Solicitation # 227888 - Contract # PSD4018132

Rob Krones
 CONTACT NAME
 City of Bloomington
 BUYER INFORMATION
 336 S. Main Street
 ADDRESS
 Bloomington, IL 61701
 CITY/ STATE/ ZIP
 309-434-2426 phone
 PHONE/ FAX/ EMAIL
 FEIN # / TAX EXEMPT # / COUNTY

DATE: 10/16/15

Contact: Kevin Burdell
 Municipal Fleet Sales
 401 South Dirksen Pkwy Springfield, IL 62703
 Ofc: 217-718-2312
 Email: BurdellK@rushenterprises.com

Please Circle Cab Color:
 Red-2303 / IDOT Orange / Omaha Orange
 School Bus Yellow / Blue / Blue Met-6E12
 Green-6047 / **White** / Black

2016 INTERNATIONAL 7400 SFA 4X2 / 160" WHEELBASE/ 85" CAB TO AXLE
 120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
N9 275HP/ 860# TORQUE w/ GRID HEATER
3000RDS Allison Six (6) speed trans. w/ T-Handle & External Trans. Cooler
 Extended Life Oil Pan/ Transmission TCM mounted inside cab
 Transmission temp. gauge/ Hour meter/ Plow light Switch
 Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
 "Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
 Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front Axle & Suspension w/ 2000# aux. overloads & HD shocks
21,000# Rear axle with 23,500# susp. & 4500# Multi-leaf aux / SPL type drivelines
 Air Brakes w/ 13.2 compressor/ Bendix air dryer/ DV2 Heated drain valve
 Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
 Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
 Tilt & Telescoping steering / Leece-Neville 190 amp alternator/ Delco starter
 100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water seperator
 9.5 gallon DEF tank mounted driver side
 Three (3) Batteries @ 1950 CCA w/ battery box mounted right side BOC
 Horizontal muffler mounted under cab w/ vert. exhaust pipe & 36" turn out
 Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
 AM/FM/WB radio / Air conditioning / Cigar lighter
 Black heated mirrors w/ Black heated fender-mounted convex mirrors
 Air ride driver seat with armrest/ Fixed passenger seat/ Daytime lights
 315/80R22.5 Continental (20PLY) STEER TIRES w/ Gray Powder coat wheels
 11R22.5 Continental (14PLY) DRIVE TIRES w/ Gray Powder Coat Wheels

Sales price \$73,010.00
 Options \$6,973.00
 Body price \$81,356.00
 Freight \$250.00
 Sub-total \$161,589.00
 Trade _____
 License/ Title (city will do all titlework)
 Total \$161,589.00

177" WB / 102" CA	\$	788
with frame reinforcement		
Omit Front PTO Adaptor Plate	\$	(141)
Trans Dipstick - move to rt side	\$	49
Front Tow Hooks	\$	59
14K Front Axle/Springs/12R22.5's	\$	(782.00)
26K Rear Axle	\$	3,853
w/ 12R22.5 16 ply drives		
31K Rear Springs w/ 4500# Aux	\$	98
Bodybuilder wiring - EOF	\$	87
Insulation - Under hood		standard
Insulation - splash panels		standard
Keys All Alike - Z250	\$	27
Silicone Hoses - Radiator & Htr	\$	280
50 Gallon Fuel Tank	\$	(177)
2 man bench w/ storage	\$	230
Bright Finish Mirrors	\$	148
Heated Windshield	\$	505
White Powder Coat Wheels	\$	-
Pocketmaxx Diagnostic Tool	\$	1,949

PLEASE CIRCLE DESIRED GEAR RATIO:

6.14 (67 mph) / 6.43 (64 mph) / 6.83 (60 mph) / 7.17 (57 mph)

Please include copy of tax exempt form w/ your order.
 All prices are F.O.B. 401 S. Dirksen Pkwy. Springfield, Illinois
 Payment in full is due at time of delivery.

Kevin Burdell- Municipal Fleet Sales Representative

Signature of Buyer Purchase Order Number (if applicable)

Widlacki, Steve [RTCNRM-New Sales-Int'l]

From: Burdell, Kevin [RTCSPE-New Sales-Int'l]
Sent: Friday, October 16, 2015 3:17 PM
To: Widlacki, Steve [RTCNRM-New Sales-Int'l]
Subject: RE: City of Bloomington
Attachments: 2015-16 7400 SFA 4X2 Bloomington.pdf

Steve, please see attached proposal for the C/O Bloomington. I've listed some items below that are now standard on the single axle so please let Rob know about these.

16K Front Axle/Springs/315's on 9" wheels
21K Rear Axle with 4500# multi-leaf Aux.
Int'l N9 275 hp / 860 torque Engine
9.5 gallon DEF Tank
Painted Alum Air Tanks
Heated Fender Mirrors
190 Amp Alternator
LED Turn Signals
Programming – Wiper Speed slows in park, Headlights on with wipers, parking brake alarm, Pre-Trip light inspection
Yellow Interior Grab Handles
Orange Seat Belts
Fresh Air Filter in cowl
84 month oil pan warranty

Thanks,

Kevin Burdell
Municipal Fleet Sales

Rush Truck Centers, Springfield-West

401 S. Dirksen Pkwy

Springfield, IL 62703

Office: (217) 718-2312 **NEW DIRECT LINE**

Cell: (217) 741-5049

BurdellK@RushEnterprises.com



rushtruckcenters.com



From: Widlacki, Steve [RTCNRM-New Sales-Int'l]

Sent: Friday, October 16, 2015 10:32 AM

To: Burdell, Kevin [RTCSPE-New Sales-Int'l]

Subject: RE: City of Bloomington



P LAND OF LINCOLN
M106843
ILLINOIS

4800
DT488E

WATER

EQUIP.
LINE, ILL.



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of approval of an ordinance for Case SP-03-15 Petition requesting approval of a Special Use Permit for a Two-Family Dwelling for the property located at 812 E. Chestnut Street.

RECOMMENDATION/MOTION: That an Ordinance be approved for Case SP-03-15 for the Special Use Permit for a Two-Family Dwelling for the property located at 812 E. Chestnut Street, and that the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: The amended preliminary plan is linked to Goal 4, Strong Neighborhoods and Objective B, Upgraded quality of older housing stock.

STRATEGIC PLAN SIGNIFICANCE: The Special Use Permit for a Two-Family Dwelling will create additional housing options on a vacant piece of property and it will be returned to the tax base.

BACKGROUND:

The petitioner is seeking a special use to allow a two-family dwelling in the R-1C district in addition to a variation from Section 44.10-4 of the Zoning Ordinance to reduce the minimum lot area from 13,200 square feet to eight thousand four-hundred (8,400) square feet. The existing lot dimensions are fifty (50) feet by one hundred sixty-eight (168) feet, which is typical for this part of the City.

The subject site is commonly known as 812 E. Chestnut Street and is located between N. Eugene Street and N. Linden Street. The site is improved with a garage; the principal structure was demolished several years ago. A two-family dwelling in the R-1C district requires a special use. The zoning district contemplates these uses and both duplexes and multi-family buildings are found elsewhere nearby. The existing lot is 8,400 square feet, which is nonconforming in terms of minimum lot size.

ZONING BOARD OF APPEALS

This case was before the Zoning Board of Appeals for a public hearing and review on October 21, 2015. No citizens, outside of the applicant, spoke in favor or in opposition to the petition. The Board recommended approval by unanimous vote. This recommendation is consistent with staff's position set forth in the attached memorandum.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 101 property owners located within 500 feet of the subject property lines. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: If the special use permit is approved, and the duplex is built, there will be an increase in property taxes collected from the owner, given that the site is currently vacant.

Respectfully submitted for Council consideration.

Prepared by: Courtney Kashima, MUSE Community Design

Reviewed by: Tom Dabareiner, AICP, Community Development Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance for Special Use Permit
- Petition For A Special Use Permit
- Zoning Board of Appeals Report for 10-21-15
- Zoning Board of Appeals Minutes for 10-21-15
- Site Plan
- Map of Notification Posting

Motion: That an Ordinance be approved for Case SP-03-15 for the Special Use Permit for a Two-Family Dwelling for the property located at 812 E. Chestnut Street, and authorize the Mayor and City Clerk to sign the necessary documents.

Motion: _____

Seconded by: _____

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

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

812 E. Chestnut Street, Bloomington, IL 61701

State of Illinois)
)ss.
County of McLean)

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

Now come(s) J. C. Home Builders, Inc. hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit 1, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor; trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R1-C under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code two-family dwellings, are allowed as a special use in a R1-C zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R1-C zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R1-C zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

Mark D. Johnson

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A

Two-family dwelling (duplex)

FOR PROPERTY LOCATED AT: 812 E. Chestnut St., Bloomington, IL 61701

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a two-family dwelling for certain premises hereinafter described in Exhibit(s) 1; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a two-family dwelling on the premises hereinafter described in Exhibit 1 shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of December, 2015.

APPROVED this _____ day of _____, 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

Exhibit A

Lot 15 in block 5 in Davis Addition to the City of Bloomington, according to the plat thereof recorded November 22, 1871 in Book 3, page 94, in McLean County, Illinois.
Parcel No.: 21-03-105-015

**CITY OF BLOOMINGTON
REPORT FOR THE BOARD OF ZONING APPEALS
OCTOBER 21, 2015**

SUBJECT:	TYPE:	SUBMITTED BY:
Z-08-15 812 E. Chestnut St.	Special Use to allow a two-family dwelling; Minimum lot area variation	Courtney Kashima, AICP

REQUEST

The petitioner is seeking a special use to allow a two-family dwelling in the R-1C district in addition to a variation from Section 44.10-4 of the Zoning Ordinance to reduce the minimum lot area from thirteen thousand two-hundred (13,200) square feet to eight thousand four-hundred (8400) square feet. The existing lot dimensions are fifty (50) feet by one hundred sixty-eight (168) feet, which is common for this part of the City.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Owner and Applicant: J.C. Home Builders, Inc.

PROPERTY INFORMATION

Existing Zoning: R-1C, High Density Single-Family Residence District
 Existing Land Use: Residential garage (nonconforming with no principal structure)
 Property Size: Approximately 8400 square feet
 PIN: 21-03-105-015

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single-Family Residence District
 South: R-1C, Single-Family Residence District
 East: R-1C, Single-Family Residence District
 West: R-1C, Single-Family Residence District

Land Uses

North: Single-Family Residence
 South: Single-Family Residence
 East: Single-Family Residence
 West: Multi-Family Residence

Analysis

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Application for a Special Use and Variation
2. Site Plan
3. Aerial photographs

4. Site visit

PROJECT DESCRIPTION

The subject site is commonly known as 812 E. Chestnut Street and is located between N. Eugene Street and N. Linden Street. The site is improved with a garage; the principal structure was demolished several years ago. A two-family dwelling in the R-1C district requires a special use but the district contemplates these uses and both duplexes and multi-family buildings are found elsewhere nearby. The existing lot is 8400 square feet, which is nonconforming in terms of minimum lot size.

Action by the Board of Zoning Appeals.

For each special use application the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

- 1. that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** the R-1C district contemplates single-family and multi-family dwelling units, both of which currently exist on this block.
- 2. that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;** the site is currently vacant with only a nonconforming accessory structure on the property. The construction of new residences on this site returns the property to productive use.
- 3. that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;** the surrounding properties include both single-family and multi-family structures. The addition of a duplex will not impede future development or redevelopment.
- 4. that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** utilities and drainage currently exist and will be in compliance with city code.
- 5. that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;** the garage is accessed off of an existing alley; no new curb cut off of Chestnut Street is proposed.
- 6. that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the**

Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137) compliance with city codes will be adhered to.

The following is a summary of the requested variation:

Applicable Code Sections:

Section 44.6-40-A: Schedule of Bulk Regulations in Each Zoning District

<u>Type of Variation</u>	<u>Request</u>	<u>Required</u>	<u>Variation</u>
Minimum Lot Size	8400 sq. ft.	13,200 sq. ft.	57% increase

Analysis

Variations from Zoning Ordinance

The petitioner seeks a variation to grant a reduction in the minimum lot size. The existing lot area is 8400 square feet and the minimum lot area required for a two-family dwelling in the R-1C district is 13,200 square feet.

Staff’s findings of fact are presented below. It is incumbent on each ZBA member to interpret and judge the case based on the evidence presented and each of the Findings of Fact.

FINDINGS OF FACT

The petitioner has outlined the request for variation in the attached narrative and drawings. The Zoning Ordinance requires that the petition meet the findings of fact as outlined below.

That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and

The existing lot is 8400 square feet, which does not meet the minimum lot size for the R-1C district. This is true regardless of the type of proposed development (single-family, two-family, etc.) and therefore it is a legally nonconforming lot. The standard is met.

That the variations would be the minimum action necessary to afford relief to the applicant; and

The lot is also nonconforming in that the principal structure was demolished. Any new construction on this site, under the current zoning district, would not comply with the minimum lot size. Therefore, the variation is the minimum action necessary to afford relief to the applicant. The standard is met.

That the special conditions and circumstances were not created by any action of the applicant; and

The lots in this area predated the current zoning code and are legally nonconforming in terms of minimum lot size. The standard is met.

That granting the variation request will not give the applicant any special privilege that is denied to others by the Code; and

The granting of the variation will not give the applicant a special privilege because lots of this size are common in this area. The standard is met.

That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.

The granting of the variation will not be detrimental to the essential character of the neighborhood since the lot size is compatible with surrounding lot sizes; two-family dwellings are contemplated by the R-1C district; and there are single-family and multi-family dwellings in the surrounding area. The standard is met.

STAFF RECOMMENDATION:

Staff finds that the petition has met the Zoning Ordinance's standards required to allow a variation and special use. Staff recommends approval of the requested variation and special use in Case Z-08-15.

Respectfully submitted,

Courtney Kashima, AICP

**MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
WEDNESDAY, OCTOBER 21, 2015, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE ST., BLOOMINGTON, IL 61701**

Members present: Chairman Ireland, Mr. Briggs, Mr. Kearney, Ms. Meek, Mr. Simeone, Mr. Bullington, Mr. Brown

Members absent: None

Also present: Mr. Tom Dabareiner, Community Development Director
Mr. George Boyle, Assistant Corporation Counsel
Ms. Courtney Kashima, MUSE Community Design

Mr. Dabareiner called the meeting to order at 4:01 p.m. and called the roll. A full quorum was present.

PUBLIC COMMENT: None

The Board reviewed the minutes from August 19, 2015 and accepted the minutes as printed.

Chairman Ireland explained the meeting procedures. Mr. Dabareiner stated all items were published.

REGULAR AGENDA:

Z-08-15 Public hearing, consideration, review and approval of the petition submitted by J.C. Homebuilders, Inc., to allow: A minimum lot variance for an 8,400 square foot lot where 10,000 square foot is required. All for the property located at 812 E. Chestnut Street. Zoned R-1C, High Density Single Family Residence District.

Chairman Ireland noted the special use request which is typically handled separately, so he assigned the special use case number as SP-03-15. It was determined the notice had been published for a special use, so the hearing could proceed on both the variance and the special use.

Mark Johnson, 115 W. Front Street, and Douglas Johnson, 3011 Geranium Drive, were sworn in. Mark Johnson introduced the case by clarifying the content of the neighborhood notices; he continued by describing the nonconforming lot size at 8,400 square feet and the narrow property width, as originally considered. Chairman Ireland noted that the second variance is not required. For the special use, Mr. Johnson noted that other properties in the neighborhood have been identified as multi-family and duplex, in addition to the predominant number of single-family residences in the area. He asserted there would be no additional impacts created compared with the neighborhood.

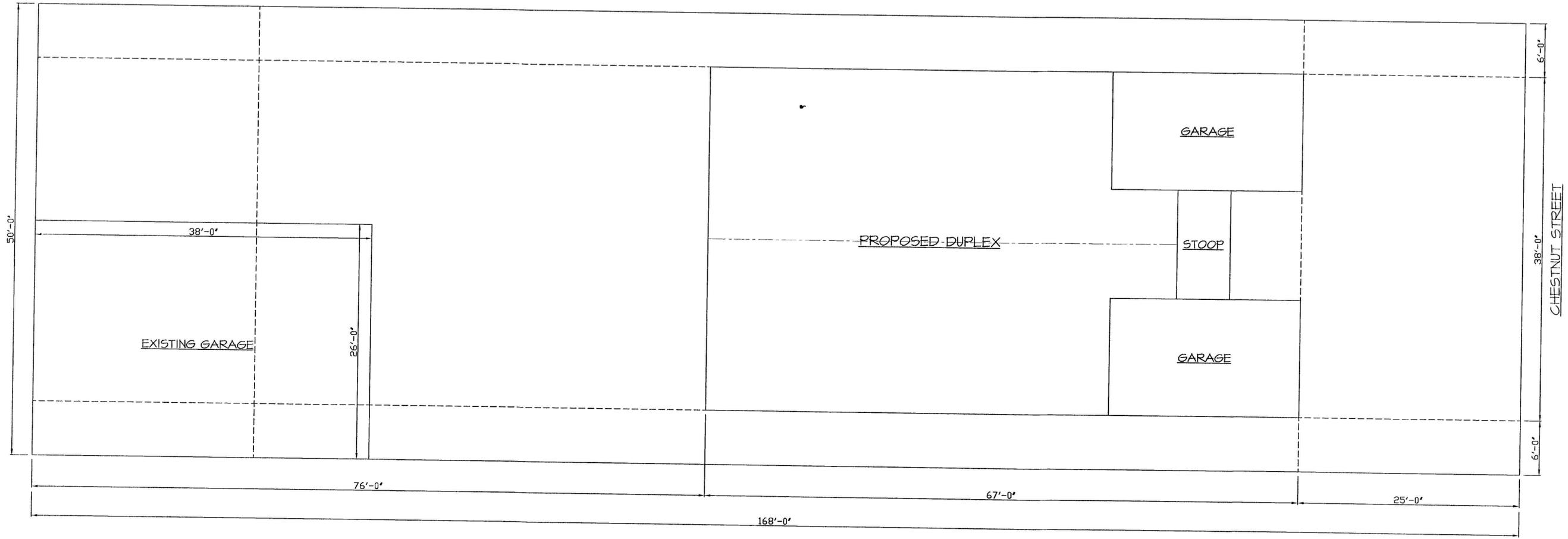
Mr. Briggs asked whether this proposal results in over-saturation of the neighborhood with duplexes; Douglas Johnson noted that at most 50% of the neighboring and nearby structures were duplex or multi-family and the new duplex would be compatible. Mark Johnson provided a brief history of the property and described the existing property, which is vacant except for a garage. He noted that having the accessory structure without a principle structure is not allowed and the proposal would bring it into compliance. Mr. Briggs repeated his question about over-saturation. Mr. Kearney asked if the petitioner had considered a single family house; Mark Johnson said they had considered single family but prefer to build a duplex, as Johnson family members would live in half and rent the other half to others to assist in covering mortgage and expenses.

There being no one else to speak in favor or against, Ms. Kashima provided the City staff report. She stated the variance need exists whether a single family or duplex residence is constructed and that the R-1C zoning district assumes duplexes will be part of the district provided special use approval is obtained. She showed an aerial photograph and the proposed elevation, which Ms. Kashima noted provided a design very compatible with single family residences. She reviewed the standards for approval of the special use and concluded the special use is warranted. Ms. Kashima also endorsed the variance because a variance is required no matter what is constructed there.

Chairman Ireland asked about parking. Ms. Kashima showed the aerial photograph and discussed the availability of parking. Chairman Ireland asked about excessive parking on the street and both Ms. Kashima and Mr. Dabareiner indicated they had visit the site at different times of the day and observed no unusually high amounts of parking on the street. Mr. Kearney asked about the parking requirements; Mr. Dabareiner responded that they required two spaces per unit, so a total of four parking spaces required.

Chairman Ireland asked the petitioner to clarify the parking use and proposed spaces. Douglas Johnson noted that four spaces are provided for the new duplex with room for another 4-5 spaces from the alley.

The motion was **approved** with seven (7) voting in favor and zero (0) against with the following votes being cast on roll call: Mr. Brown—Yes; Mr. Bullington—Yes; Mr. Simeone— Yes; Mr. Kearney—Yes; Mr. Briggs— Yes; Ms. Meek—Yes; Chairman Ireland—Yes.



REVISIONS	
11/28/12 CMC	

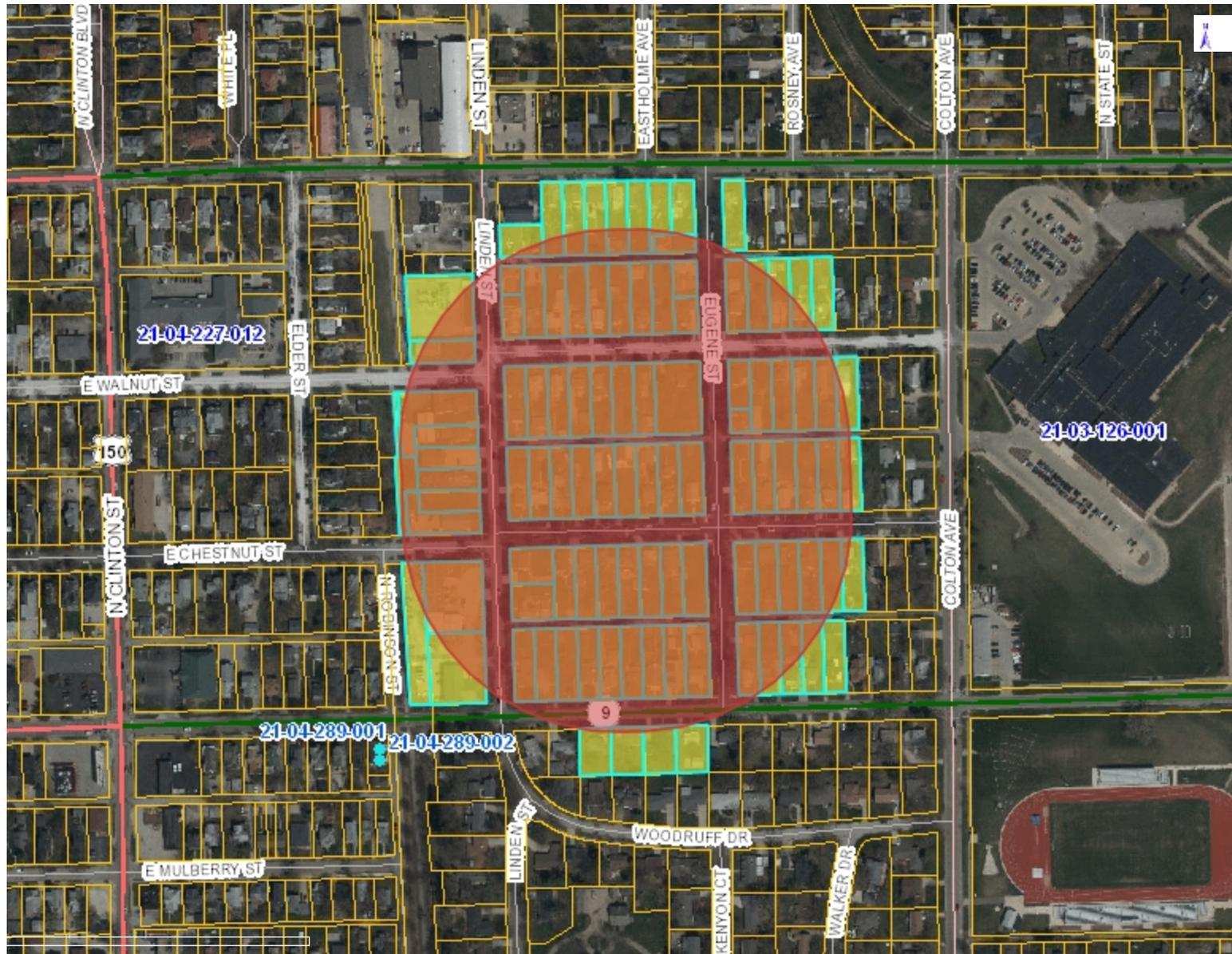
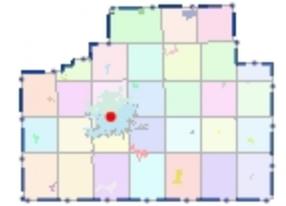
-ATTENTION-

Every attempt has been made in the preparation of this plan to avoid mistakes, but we cannot guarantee against human error. It is the responsibility of the owner and/or the General Contractor to check all dimensions for the job. Caution: Always use given dimensions, never scale the drawing. All engineering of Beams & Joist Spans are the responsibility of the General Contractor.

ALEXANDER LUMBER
 1707 HAMILTON RD.
 BLOOMINGTON, IL 61704-9607
 (309) 662-0339

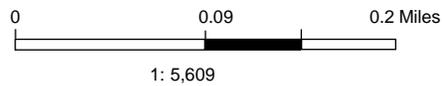
MARK JOHNSON	
DRAWING OF: SITE PLAN	SCALE: 1/8"=1'-0"
DATE: 11/14/12	812 E. CHESTNUT
DRAWN BY: CMC	BLOOMINGTON
SHEET:	
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12120



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- Minor_Arterial
- Major_Collector
- Minor_Collector
- Local_Road_Street
- Alleys
- Private_Streets
- Railroad
- County



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Notes

812 e CHESTNUT



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of approving an Ordinance for a Petition from Wittenberg Woods II, LLC, requesting approval of a Final Plat for the Wittenberg Woods at Prairie Vista Second Addition, located west of Morris Avenue and north of Lutz Road.

RECOMMENDATION/MOTION: That the Final Plat be approved, the Ordinance passed, the necessary surety and tap-on fees collected prior to releasing the plat for recording, and authorize the Mayor and City Clerk to sign the necessary documents.

STRATEGIC PLAN LINK: Goal 6 – Great Place – Livable and Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 6.a. and 6.d. - The subdivisions improve quality of life adding single family residential lots to the market and dedicating ground for a future City Park.

BACKGROUND: On September 22, 2003, Council approved the Preliminary Plan for Wittenberg Woods at Prairie Vista Subdivision, a Reinstated and Amended Preliminary Plan was approved July 13, 2015, which includes the subject sites. The Wittenberg Woods at Prairie Vista Second Addition includes thirty-two residential lots and an additional lot for a sewer pump station, detention basin, and a future park. This subdivision is immediately south of the Original and First Additions to Wittenberg Woods at Prairie Vista. Public improvements in the Second Addition include streets, storm sewers, sanitary sewers, water mains, sump pump drain lines and related components. The developer will be required to provide a surety instrument for these public improvements and also a tap-on fee for sanitary sewer connections.

Staff asks that Council accept the Petition and pass an Ordinance approving the Final Plat for Wittenberg Woods at Prairie Vista Second Addition Subdivision subject to the Petitioner supplying necessary surety for public improvements and paying the required tap-on fees prior to recording of the plats.

All Certification and Statement documents are included with the Petition, as required by City Code, Chapter 24, Section 4.4.3.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Wittenberg Woods II, LLC

FINANCIAL IMPACT: None. All survey and plat costs were paid by Wittenberg Woods II, LLC.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Civil Engineer II

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

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Petition
- Legal Description
- Owner’s Certificate
- School District Certificate
- County Clerk’s Certificate
- Drainage Statement
- Final Plat

Motion: That the Final Plat be approved, the Ordinance passed, the necessary surety and tap-on fees collected prior to releasing the plat for recording, and authorize the Mayor and City Clerk to sign the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2015- __

**AN ORDINANCE APPROVING FINAL PLAT OF
WITTENBERG WOODS AT PRAIRIE VISTA SECOND ADDITION IN
THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS**

Whereas, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Wittenberg Woods at Prairie Vista Second Addition in the City of Bloomington, McLean County, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein; and

Whereas, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

1. That the Final Plat of Wittenberg Woods at Prairie Vista Second Addition in the City of Bloomington, McLean County, Illinois, be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval and shall be in full force.

PASSED this 14th day of December, 2015.

APPROVED this ___ day of _____, 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now come(s) Wittenberg II, LLC, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Wittenberg Woods at Prairie Vista Second Addition.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Wittenberg Woods at prairie Vista Second Addition subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By Wittenberg II, LLC, by its manager,
Hundman Management, LLC,

BY:  _____

Description of Property

A part of the of West Half of the Southeast Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter. From said Point of Beginning, thence east 645.98 feet along the South Line of said Southeast Quarter which forms an angle as measured from north to east of $91^{\circ}-33'-41''$ with the West Line of said Southeast Quarter; thence north 196.19 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with said South Line; thence northerly 110.42 feet along a line which forms an angle to the right of $188^{\circ}-32'-59''$ with the last described course; thence north 29.76 feet along a line which forms an angle to the right of $170^{\circ}-02'-26''$ with the last described course; thence east 56.00 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence north 647.80 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the South Line of Lot 124 in Wittenberg Woods at Prairie Vista recorded as Document No. 2004-31490 in the McLean County Recorder's Office; thence west 538.27 feet along the South Lines of Lots 124 through 127, inclusive, in said Wittenberg Woods at Prairie Vista and the South Lines of Lots 128 through 131, inclusive, in Wittenberg Woods at Prairie Vista First Addition recorded as Document No. 2006-9759 in said Recorder's Office which form an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Southwest Corner of said Lot 131 being on the East Line of Wirsing Way; thence south 180.00 feet along said East Line of Wirsing Way which forms an angle to the right of $89^{\circ}-50'-54''$ with the last described course to the Southeast Corner thereof; thence west 170.00 feet along the South Line of said Wirsing Way and the South Line of Lot 107 which forms an angle to the right of $270^{\circ}-09'-06''$ with the last described course to the Southwest Corner of said Lot 107; thence north 1075.95 feet along the West Line of said Wittenberg Woods at Prairie Vista First Addition to the South Line of Hamilton Road which forms an angle to the right of $269^{\circ}-50'-54''$ with the last described course; thence westerly 20.21 feet along said South Line which forms an angle to the right of $81^{\circ}-47'-25''$ with the last described course to the West Line of said Southeast Quarter; thence south 1859.58 feet along said West Line which forms an angle to the right of $98^{\circ}-12'-35''$ with the last described course to the Point of Beginning, containing 15.436 acres, more or less, containing 15.436 acres, more or less.

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of Wittenberg Woods at Prairie Vista Second Addition Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Wittenberg Woods at Prairie Vista Second Addition" Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent A. Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
29th day of October, 2015.

Wittenberg II, LLC, by its manager,
Hundman Management, LLC,

BY:  _____

*where dedication is required under Section 3.5.

SCHOOL DISTRICT CERTIFICATE

This is to certify that I, Wittenberg II, LLC as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Wittenberg Woods at Prairie Vista Second Addition Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District #% in McLean County, Illinois.

Dated this 29th day of October, 2015.



Owner/Developer

State of Illinois)
)ss.
County of McLean)

I, Donna Wells, a Notary Public in and for the county and State aforesaid, do hereby certify that Mark Fetzer personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 29th day of October, 2015.



Notary Public

My commission expires _____.



COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, the County Clerk of McLean County, State of Illinois, do hereby certify that on the 29 day of October 2015, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

FILED
McLEAN COUNTY, ILLINOIS

OCT 28 2015

Kathy Michael
COUNTY CLERK

21-17-451-004

Kathy Michael

County Clerk, McLean County, Illinois

DRAINAGE STATEMENT

I, Thomas D. Stoltz, Registered Professional Engineer, and Wittenberg II, LLC being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Wittenberg Woods at Prairie Vista Second Addition" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



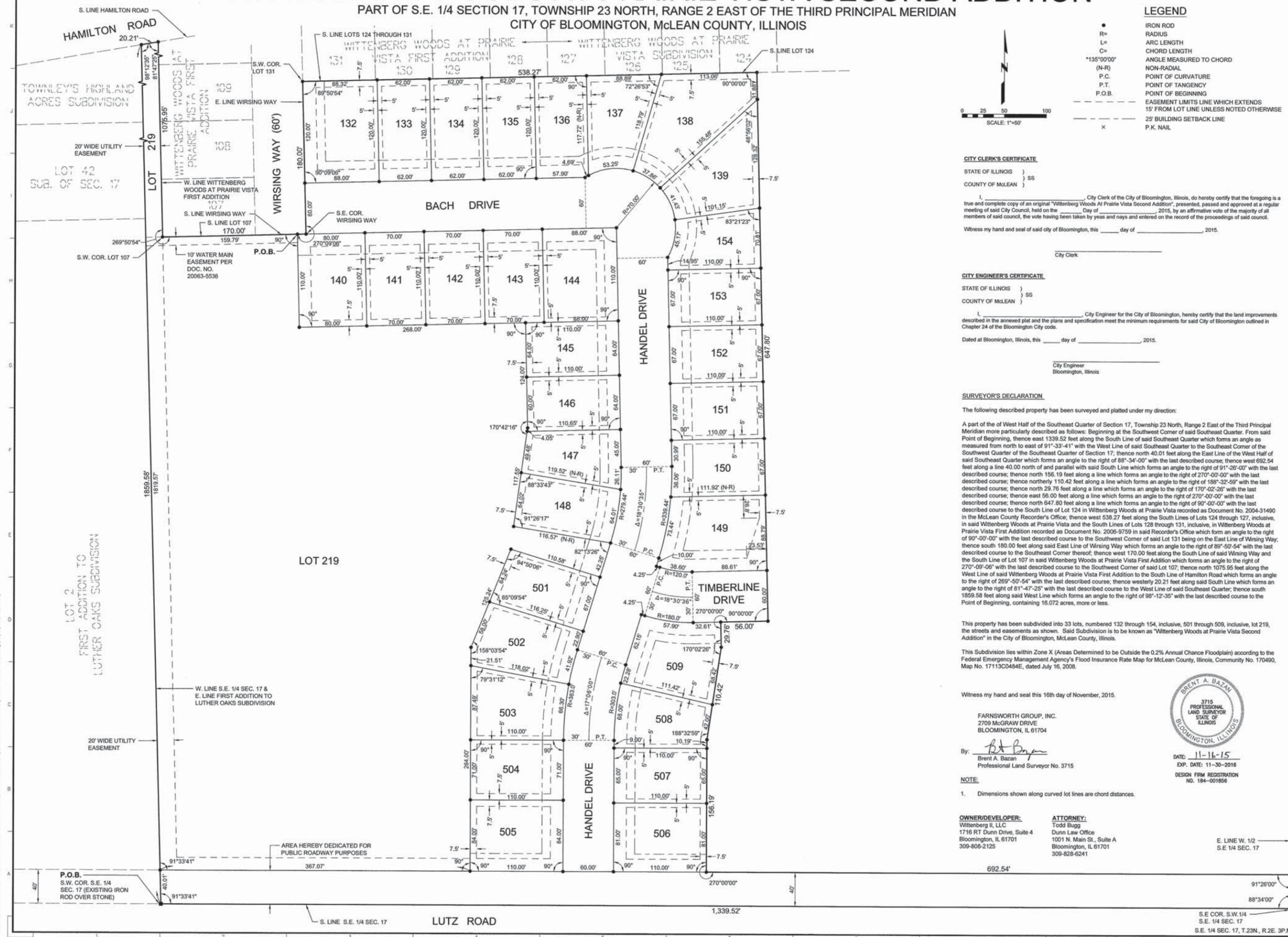
Thomas D. Stoltz
Registered Professional Engineer No. 048858

OWNER:

BY: [Signature]

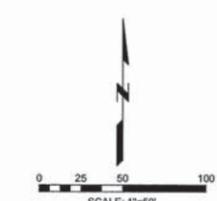
WITTENBERG WOODS AT PRAIRIE VISTA SECOND ADDITION

PART OF S.E. 1/4 SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND

- IRON ROD
- R= RADIUS
- L= ARC LENGTH
- C= CHORD LENGTH
- *135°00'00" (N-R) ANGLE MEASURED TO CHORD
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.O.B. POINT OF BEGINNING
- EASEMENT LIMITS LINE WHICH EXTENDS 15' FROM LOT LINE UNLESS NOTED OTHERWISE
- - - 25' BUILDING SETBACK LINE
- x P.K. NAIL



CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Wittenberg Woods At Prairie Vista Second Addition", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2015, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2015.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2015.

City Engineer
Bloomington, Illinois

SURVEYOR'S DECLARATION

The following described property has been surveyed and platted under my direction:

A part of the West Half of the Southeast Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter; from said Point of Beginning, thence east 1339.52 feet along the South Line of said Southeast Quarter which forms an angle as measured from north to east of 91°-33'-41" with the West Line of said Southeast Quarter to the Southeast Corner of the Southwest Quarter of the Southeast Quarter of Section 17; thence north 40.01 feet along the East Line of the West Half of said Southeast Quarter which forms an angle to the right of 88°-34'-00" with the last described course; thence west 692.54 feet along a line 40.00 north of and parallel with said South Line which forms an angle to the right of 91°-26'-00" with the last described course; thence north 156.19 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence northerly 110.42 feet along a line which forms an angle to the right of 188°-32'-59" with the last described course; thence north 29.78 feet along a line which forms an angle to the right of 170°-02'-26" with the last described course; thence east 56.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence north 647.80 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the South Line of Lot 124 in Wittenberg Woods at Prairie Vista recorded as Document No. 2004-31490 in the McLean County Recorder's Office; thence west 538.27 feet along the South Lines of Lots 124 through 127, inclusive, in said Wittenberg Woods at Prairie Vista and the South Lines of Lots 128 through 131, inclusive, in Wittenberg Woods at Prairie Vista First Addition recorded as Document No. 2006-9759 in said Recorder's Office which form an angle to the right of 90°-00'-00" with the last described course to the Southwest Corner of said Lot 131 being on the East Line of Wirsing Way; thence south 180.00 feet along said East Line of Wirsing Way which forms an angle to the right of 89°-50'-54" with the last described course to the Southeast Corner thereof; thence west 170.00 feet along the South Line of said Wirsing Way and the South Line of Lot 107 in said Wittenberg Woods at Prairie Vista First Addition which forms an angle to the right of 270°-09'-06" with the last described course to the Southwest Corner of said Lot 107; thence north 1075.95 feet along the West Line of said Wittenberg Woods at Prairie Vista First Addition to the South Line of Hamilton Road which forms an angle to the right of 269°-50'-54" with the last described course; thence westerly 20.21 feet along said South Line which forms an angle to the right of 61°-47'-25" with the last described course to the West Line of said Southeast Quarter; thence south 1859.58 feet along said West Line which forms an angle to the right of 88°-12'-35" with the last described course to the Point of Beginning, containing 16.072 acres, more or less.

This property has been subdivided into 33 lots, numbered 132 through 154, inclusive, 501 through 509, inclusive, lot 219, the streets and easements as shown. Said Subdivision is to be known as "Wittenberg Woods at Prairie Vista Second Addition" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Community No. 170490, Map No. 17113C0484E, dated July 16, 2006.

Witness my hand and seal this 16th day of November, 2015.

BRENT A. BAZAN
3715
PROFESSIONAL
LAND SURVEYOR
STATE OF
ILLINOIS
BLOOMINGTON, ILLINOIS

DATE: 11-16-15
EXP. DATE: 11-30-2016
DESIGN FIRM REGISTRATION
NO. 184-001856

FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704

By: *Brent A. Bazan*
Brent A. Bazan
Professional Land Surveyor No. 3715

NOTE:

1. Dimensions shown along curved lot lines are chord distances.

OWNER/DEVELOPER:
Wittenberg II, LLC
1716 RT Dunn Drive, Suite 4
Bloomington, IL 61701
309-808-2125

ATTORNEY:
Todd Bugg
Dunn Law Office
1001 N. Main St., Suite A
Bloomington, IL 61701
309-828-6241

E. LINE W. 1/2
S.E. 1/4 SEC. 17

692.54'

91°26'00"
88°34'00"

S.E. COR. S.W. 1/4
S.E. 1/4 SEC. 17
S.E. 1/4 SEC. 17, T.23N., R.2E. 3P.M.

Farnsworth GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	Date	Description
1	11/16/15	REVISED R.O.W. AND LOT 219

PROJECT:

WITTENBERG WOODS AT PRAIRIE VISTA SECOND ADDITION

BLOOMINGTON, ILLINOIS

Date: 11-12-15
Design/Drawn: DJM
Reviewed: *DJM*
Book No.: Field:
Project No.: 0120643.00

SHEET TITLE:
FINAL PLAT

SHEET NUMBER:
1

File No.: 24-9095

MEMORANDUM

December 8, 2015

TO: Cherry Lawson, City Clerk
FROM: Greg Kallevig, Civil Engineer II
RE: Wittenberg Woods at Prairie Vista 2nd Addition
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: Wittenberg Woods at Prairie Vista 2nd Addition approved by City Council on December 14, 2015.

A. Performance Guarantee:

The street pavement, curb & gutter, and sump pump drain lines have been constructed for this subdivision. Since they are within the one year warranty period, a bond for 10% of the completed public improvement construction cost is required. The sidewalk and street lights have not been constructed, therefore a bond for 110% of the cost of those uncompleted items is required. A performance guarantee as per section 24-4.6.1 of City Code shall be submitted prior to recording of the final plat for the following amount:

110% of incomplete public improvement construction costs as of 12/8/15: \$137,000.00
10% of all completed public improvement construction costs: \$ 63,000.00
Total (Amount of the bond): \$200,000.00

B: Tap-On Fees:

The following tap-on fees are due for **Wittenberg Woods at Prairie Vista 2nd Addition**:

		<u>Fund</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Southwest Sanitary Sewer	52200-57320	\$5,625.20	\$10,611.28	\$16,236.48
	TOTAL :		\$5,625.20	\$10,611.28	<u>\$16,236.48</u>

Area of Sub. = 16.072 acs.

1) SW San. Sew. @ \$350/acre + lesser of 6% SI from Feb. 1980 or CPI.

C: Substandard Adjacent Roadway Improvement Payment:

No substandard roadway improvement fee at this time, due when Lutz Road is improved.

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-Lynn Silva, Finance Dept.
Jeff Jurgens, Legal Dept.
file

 CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of an Ordinance Approving The Fourth Amendment To An Annexation Agreement With David Fedor, As Trustee Of Mclean County Land Trust Cc-1 Dated September 1, 1993.

RECOMMENDATION/MOTION: That the Council approve the Ordinance approving the Fourth Amendment to the Annexation Agreement with David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: An annexation agreement was entered into on or around December 10, 1990, between the City of Bloomington (“City”) and David Fedor as successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991 (“Owner”). The original annexation agreement was further amended by the parties on February 25, 1991, August 24, 1992 and February 25, 1994

For several months, the City and Owner have been working on a resolution to several outstanding issues associated with the development of the property and have developed this Fourth Amendment to the original annexation agreement to set forth the obligations of the parties. Two of the primary issues addressed involve the payment of an outstanding development fee and work regarding the Pepper Ridge Detention Basin. Section 2 of the Third Amendment required payment of a general development fee, in the amount of \$2,000,000 to be paid in the amount of \$4,000 upon the sale of each R-1B lot sold. However, as a result of the economy, there was a downturn in residential development during the term of the Third Amendment and not enough houses were sold to have the development fee paid. Under the terms of the Fourth Amendment, a payment of \$100,000 is due to the City within 10 days and the Owner must pay the City \$4,000 at the time each R-1B lot is sold by the Owner, but no less than \$5,502.30 per month until the balance of \$462,194 is paid in full.

The original Annexation Plat also set forth the construction of a detention basin known as the Pepper Ridge Detention Basin (“Basin”). The location of the Basin has moved slightly and requires certain improvements prior to acceptance by the City. The Owner has agreed to clean and re-grade the Basin and pay the City \$20,000 for re-seeding.

The Fourth Amendment also addresses various street and other public improvements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: All revenue other than the re-seeding, will be receipted into the Engineering Services - Other Miscellaneous Revenue account 10016210-57990. The \$20,000 payment for re-seeding will be receipted into Storm Water – Other Miscellaneous revenue account 53103100-57990.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

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

Recommended by:



David A. Hales

Attachments:

- Ordinance Approving the Fourth Amendment to Annexation Agreement with David Fedor, as Trustee of McLean County Land Trust CC-1, dated September 1, 1993.
- Fourth Amendment to Annexation Agreement

Motion: That the Council approve the Ordinance approving the Fourth Amendment to the Annexation Agreement with David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							

				Mayor Renner			
--	--	--	--	--------------	--	--	--

ORDINANCE 2015 - ____

AN ORDINANCE APPROVING THE FOURTH AMENDMENT TO AN ANNEXATION AGREEMENT WITH DAVID FEDOR, AS TRUSTEE OF McLEAN COUNTY LAND TRUST CC-1 DATED SEPTEMBER 1, 1993

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-I dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991 (“Owner”);

WHEREAS, this is the fourth amendment to the original annexation agreement dated December 10 and 11, 1990, which was previously amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement; and

WHEREAS, the City and Owner have worked together to address several issues associated with the property covered by the Annexation Agreement and wish to formalize the agreement by approval and execution of a Fourth Amendment to the Annexation Agreement; and

WHEREAS, a public hearing of the amendment to the annexation agreement was held on December 14, 2015, after being duly noticed in the Pantagraph on November 23, 2015; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the Fourth Amendment to the Annexation Agreement.

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Council hereby adopts and approves the Fourth Amendment to the Annexation Agreement and authorizes the Mayor and Clerk to execute the necessary documents to effectuate the approval.

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

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

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

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

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

PASSED this 14th day of December, 2015.

APPROVED this ____ day of _____, 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

FOURTH AMENDMENT TO ANNEXATION AGREEMENT

This Agreement is made and entered into on this ____ day of December, 2015, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, herein referred to as “Owner”.

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-I dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991;

WHEREAS, this is the fourth amendment to the original annexation agreement dated December 10 and 11, 1990, which was previously amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement;

WHEREAS, Section 2 of the Third Amendment required payment of a general development fee, in the amount of \$2,000,000, to be paid in the amount of \$4,000 upon the sale of each R-1B lot sold; and

WHEREAS, as a result of the economy, there was a downturn in residential development during the term of the Third Amendment and not enough houses were sold to have the development fee paid; and

WHEREAS, the Owner remains obligated to pay the development fee and have derived a new payment schedule as set forth in this Fourth Amendment; and

WHEREAS, the original Annexation Plat set forth a detention basin known as the Pepper Ridge Detention Basin (“Basin”); and

WHEREAS, the location of the Basin has moved slightly and requires certain improvements prior to acceptance by the City; and

WHEREAS, the Owner has agreed to clean and re-grade the Basin and pay the City \$20,000 for re-seeding; and

WHEREAS, except as otherwise provided in this Fourth Amendment, including the responsibility to complete the HMA Surface Course on Bent Brook Court in Fox Creek 7th Addition and to construct the remaining sidewalks, the City shall accept the condition of the currently constructed and completed streets and sidewalks within the development;

WHEREAS, the parties desire to amend their agreement to set forth new terms and conditions.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The recitals set forth above shall be incorporated herein and made a part of this agreement as if specifically set forth herein.

2. A roadway known as Carrington Lane within the 17th Addition in Fox Creek has not yet been completed and the Owner agrees to complete same, in accordance with City standards and the Manual of Practice, including making repairs of the existing road base prior to completion of the surface coarse, by June 1, 2016.

3. The Owner agrees to dedicate to the City the portion of Carrington Lane, adjacent to the 16th Addition, that has not yet been dedicated, within 60 days of this agreement.

4. Pursuant to Section 2 of the Third Amendment to Annexation Agreement, dated April 25, 1994, a general development fee in the amount of \$2,000,000 was to be paid by Owner

to the City. The parties agree of this general development fee, \$562,194 remains due and owing from the Owner. To finish paying this fee, the Owner shall make payment in the amount of \$100,000.00 to the City within 10 days of execution of this agreement and shall thereafter pay the City \$4,000 at the time each R-1B lot is sold by the Owner, but no less than \$5,502.30 per month until the balance of \$462,194 is paid in full.

5. The detention basin for Fox Creek was shown as part of an Annexation Plat attached to the original Annexation Agreement dated December 10, 1990. This detention basin has altered slightly in location over time and is in need of re-grading. Accordingly, the Owner agrees to clean and re-grade the Pepper Ridge detention basin, in accordance with City standards and the Manual of Practice, by May 1, 2016, and pay the City \$20,000 for re-seeding of the basin within 10 days of execution of this Agreement.

6. Extensions to any construction deadlines set forth herein shall be permitted by the City for acts of God or other weather-related issues.

7. Owner agrees to construct sidewalks in accordance with City standards and the Manual of Practice and to keep in compliance with any bonding requirements under City Code or the Manual of Practice regarding infrastructure.

8. The parties agree that this Fourth Amendment shall only supersede the terms and obligations of the previous Annexation Agreement and Amendments thereto to the extent expressly set forth herein and that the other applicable agreements shall otherwise remain in full force and effect.

9. The term of this Fourth Amendment shall be 20 years from the date of execution hereof.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

David Fedor, as Trustee of McLean County
Land Trust CC-1 dated September 1, 1993



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of an Ordinance Approving the First Amendment to an Annexation Agreement with Hershey Grove, LLC.

RECOMMENDATION/MOTION: That Council approve the ordinance approving the First Amendment to the Annexation Agreement with Hershey Grove, LLC, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: An annexation agreement was entered into on or around February 11, 2002, between the City of Bloomington (“City”) and Hershey Grove, LLC (“Owner”).

For several months, the City and Owner have been working on a resolution to several outstanding issues associated with the development of the property and have developed this First Amendment to the original annexation agreement to set forth the obligations of the parties. Two of the primary issues involved the extension of Hershey Road and the pursuit of a railroad crossing from the Illinois Commerce Commission, as well as how the Owner would meet the parkland dedication requirements.

Section 14 of the Annexation Agreement required the City to extend Hershey Road to the southern perimeter of the property within 10 years of the making of the Agreement and to apply to the ICC for a crossing permit. The City filed a petition for a crossing with the ICC, but faced strong objection from the Norfolk Southern Railway. Pursuant to the First Amendment, the City will have no further obligations regarding obtaining the railway crossing or extending the road to the southern perimeter of the property.

The Annexation Agreement also provided the Owner could satisfy the park land dedication requirements by making dedication of the area for the Constitutional Trail and from the parcel south of the railway. The Owner has already dedicated the area designated for the Constitutional Trail, but since development is not continuing south of the railway, the City has not actively sought dedication of this area and instead has worked out an agreement with the Owner to make additional trail and sidewalk improvements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: None at this time.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

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

Recommended by:



David A. Hales

Attachments:

- Ordinance Approving the First Amendment to Annexation Agreement with Hershey Grove, LLC
- First Amendment to the Annexation Agreement

That Council open the Public Hearing to receive comment, then approve the ordinance approving the First Amendment to the Annexation Agreement with Hershey Grove, LLC, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE 2015 - ____

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AN ANNEXATION AGREEMENT WITH HERSHEY GROVE, LLC

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, this is the first amendment to the original annexation agreement dated February 11, 2002, between the City and Hershey Grove, LLC (“Owner”); and

WHEREAS, the City and Owner have worked together to address several issues associated with the property covered by the Annexation Agreement and wish to formalize the agreement by approval and execution of a First Amendment to the Annexation Agreement; and

WHEREAS, a public hearing of the amendment to the annexation agreement was held on December 14, 2015, after being duly noticed in the Pantagraph on November 23, 2015; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the Fourth Amendment to the Annexation Agreement.

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Council hereby adopts and approves the First Amendment to the Annexation Agreement and authorizes the Mayor and Clerk to execute the necessary documents to effectuate the approval.

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

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

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

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

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

PASSED this 14th day of December, 2015.

APPROVED this ____ day of _____, 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

FIRST AMENDMENT TO ANNEXATION AGREEMENT

This Agreement is made and entered into on this ____ day of December, 2015, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and Hershey Grove, LLC, an Illinois Limited Liability Company, herein referred to as “Owner”.

WHEREAS, the City and Owner entered into an Annexation Agreement on February 11, 2002, to annex and have property developed to be known as the Hershey Grove Subdivision; and

WHEREAS, Section 14 of the Agreement required the City to extend Hershey Road to the southern perimeter of the premises within 10 years of the making of the Agreement and to apply to the Illinois Commerce Commission (“ICC”) for a crossing permit; and

WHEREAS, the City filed a petition for a crossing with the ICC, but faced strong objection from the Norfolk Southern Railway; and

WHEREAS, Section 11 of the Agreement provides the Owner can satisfy the park land dedication requirements by making dedication of the area designated for the Constitutional Trail and from the parcel south of the railway; and

WHEREAS, the Owner has dedicated the area designated for the Constitutional Trail; and

WHEREAS, since the development is not continuing south of the railway, the City has not actively sought dedication of this area and has instead worked out an agreement with Owner on other park improvements to be made;

WHEREAS, except as otherwise provided in this First Amendment, including the responsibility to complete the HMA Surface Course on Keybridge Way in Hershey Grove 4th Addition, the City shall accept the condition of the currently constructed and completed streets and sidewalks within the development;

WHEREAS, the parties desire to amend the Annexation Agreement to set forth new terms and conditions.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The recitals set forth above shall be incorporated herein and made a part of this agreement as if specifically set forth herein.

2. Section 11 of the Annexation Agreement shall be deleted in its entirety and replaced as follows:

The Owner shall satisfy the park land dedication requirements by making dedication of the area designated for the Constitution Trail and by making the following improvements: (1) construction of Sidewalk 1, as shown on the attached Exhibit A, prior to July 1, 2016; (2) construction of Trail 1, as shown on the attached Exhibit A, prior to July 1, 2017; and (3) construction of Trail 2, as shown on the attached Exhibit A, prior to July 1, 2018. The construction of the sidewalk and trails set forth herein shall be done in accordance with any and all applicable City standards and pursuant to City Code and its Manual of Practice. Extensions in deadlines shall be permitted by the City for acts of God or other weather-related issues.

3. Section 14 of the Annexation Agreement shall be struck in its entirety and replaced with "Intentionally Left Blank." The parties acknowledge that the City filed the required ICC petition and shall have no further obligations regarding obtaining the railway crossing and/or the road extension to the southern perimeter of the property.

4. Owner agrees to construct sidewalks in accordance with City standards and the Manual of Practice and to keep in compliance with any bonding requirements under City Code or the Manual of Practice regarding infrastructure.

5. The parties agree that this First Amendment shall only supersede the terms and obligations of the Annexation Agreement to the extent expressly set forth herein and that the Annexation Agreement shall otherwise remain in full force and effect.

6. The term of this First Amendment shall be 10 years from the date of execution hereof.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

Hershey Grove, LLC, an Illinois Limited
Liability Company

By: _____
Its:

 **CITY OF**
Bloomington **ILLINOIS**
REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of an Ordinance Approving the Third Amendment to An Annexation Agreement with Charles W. Palmer, dated February 13, 1996.

RECOMMENDATION/MOTION: That the Council approve the ordinance approving the Third Amendment to the Annexation Agreement with Charles W. Palmer, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: An annexation agreement was entered into on or around February 13, 1996, between the City of Bloomington (“City”) and Charles W. Palmer (“Owner”). This would be the Third Amendment to the Annexation Agreement which was amended on May 29, 2001, and April 11, 2005, and serves to settle several disputes between the parties regarding the interpretation of certain language and obligations.

Specifically, the Owner filed litigation seeking to mandate the City to extend Mitsubishi Motorway further south, including over Sugar Creek, and abatement of the development fee (\$1,410,000) as required in the Annexation Agreement. The City has estimated the cost to build the bridge, along with the roadway extensions that would be required, would be substantial and a strain on City resources. Accordingly, the parties have negotiated a settlement and wish to enter into this Third Amendment to effectuate the terms of the settlement.

Under the settlement, the City will have no obligation to extend Mitsubishi Motorway and in exchange, the development fee will be reduced to \$50,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This development fee will be receipted into the Engineering Services - Other Miscellaneous Revenue account 10016210-57990.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance Approving the Third Amendment to Annexation Agreement with Charles W. Palmer
- Third Amendment to Annexation Agreement

Motion: That the Council approve the ordinance approving the Third Amendment to the Annexation Agreement with Charles W. Palmer, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE 2015 - ____

AN ORDINANCE APPROVING THE THIRD AMENDMENT TO AN ANNEXATION AGREEMENT WITH CHARLES W. PALMER

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, this is the third amendment to the original annexation agreement dated February 13, 1996, between the City and Charles W. Palmer and his assigns (“Owner”); and

WHEREAS, litigation was filed by the Owner against the City in an attempt to address several issues associated with the Annexation Agreement, and the parties have arrived at a settlement to the litigation that they wish to formalize as part of the Third Amendment; and

WHEREAS, a public hearing of the amendment to the annexation agreement was held on December 14, 2015, after being duly noticed in the Pantagraph on November 23, 2015; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the Third Amendment to the Annexation Agreement.

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Council hereby adopts and approves the Third Amendment to the Annexation Agreement and authorizes the Mayor and Clerk to execute the necessary documents to effectuate the approval.

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

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

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

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

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

PASSED this ___ day of _____, 2015.

APPROVED this ___ day of _____, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

THIRD AMENDMENT TO ANNEXATION AGREEMENT

This Agreement is made and entered into on this ____ day of December, 2015, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and Charles W. Palmer, herein referred to as “Owner”.

WHEREAS, this is the third amendment to the original annexation agreement recorded February 22, 1996 (as Document No. 96-4497), which was previously amended by amendments recorded on January 7, 2002 (as Document No. 2002-R-515) and on May 5, 2005 (as Document 2005-12532);

WHEREAS, Owner filed litigation seeking to mandate the City to extend Mitsubishi Motorway further south, including over Sugar Creek, and abatement of the development fee (\$1,410,000) required in the Annexation Agreement;

WHEREAS, the City estimates the cost to build the bridge, along with roadway extensions that would be required, would be substantial and strain on City resources;

WHEREAS, the parties have agreed to settle litigation and amend the annexation agreement to reflect such settlement;

WHEREAS, as part of the settlement, all construction requirements under the Annexation will be deemed to have been met by the City, including that the City shall not be required to further extend Mitsubishi Motorway beyond the point currently constructed, and the development fee required to be paid in Article IX, Section (b) of the original Annexation Agreement will be reduced to \$50,000.00 payable within 30 days of execution of this Agreement.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The recitals set forth above shall be incorporated herein and made a part of this agreement as if specifically set forth herein.

2. The Owner agrees that the City has met any and all infrastructure obligations with respect to Mitsubishi Motorway set forth in the Annexation Agreement and amendments referenced above. Accordingly, the City shall have no obligation to further extend Mitsubishi Motorway beyond the point it is currently constructed.

3. The City agrees that the development fee required to be paid pursuant to Article IX, Section (b), shall be reduced to \$50,000.00, payable within 30 days of the execution of this Third Amendment.

4. The Owner agrees to take the steps necessary to have litigation in McLean County Circuit Court Case No. 10-CH-583, dismissed with prejudice. Owner represents and warrants that he has the authority to bind the named plaintiffs in Case No. 10-CH-583 and to execute this Third Amendment. As part of the settlement and dismissal, the Owner and City shall execute a mutual release that releases all claims that may be made against the other regarding the above-referenced Annexation Agreement and amendments thereto. As part of the release, the parties shall acknowledge and agree that City shall have no further construction obligations and the Owner shall have no further parkland dedication or fee requirements.

5. The parties agree that this Third Amendment shall only supersede the terms and obligations of the previous Annexation Agreement and Amendments thereto to the extent expressly set forth herein and the previous Annexation Agreement and Amendments thereto shall otherwise remain in full force and effect.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

CHARLES W. PALMER

Charles W. Palmer



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: December 14, 2015

SUBJECT: Presentation of the Empire Street Corridor Redevelopment Project Area Tax Increment Financing Redevelopment Plan, and consideration of an ordinance to set a date for, and to approve a public notice of a public hearing for the Empire Street Corridor Redevelopment Project Area.

RECOMMENDATION/MOTION: That the ordinance to set a date for, and to approve a public notice of a public hearing for the Empire Street Corridor Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND & OVERVIEW: Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) has completed the Feasibility Study and Redevelopment Plan for the proposed Empire Street Corridor TIF District which was authorized by the City Council in Ordinance #57 on August 24, 2015 (the Redevelopment Plan is attached). Mike Weber, Director, PGAV, will present the plan to the Council and be available to answer questions.

The TIF Act calls for the City to hold a public hearing so that all interested persons or affected taxing districts may provide verbal or written feedback in support or objection with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, and adoption of tax increment allocation financing. The TIF Act requires the public hearing to be scheduled at least 45 days after the adoption of an ordinance setting a date and time for the public hearing. Scheduling the public hearing for the night of the regular City Council meeting on February 8, 2016 is recommended by staff and PGAV.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In compliance with the TIF Act, staff will mail a notice of the proposed public hearing to all of the affected taxing bodies and to the Illinois Department of Commerce and Economic Opportunity. The taxing bodies specified in the TIF Act will also be provided with a copy of the Redevelopment Plan and

will be invited to serve as members of the Joint Review Board which will meet in early January 2016.

A copy of the Redevelopment Plan was placed on file in the City Clerk's Office on November 30, 2015. A notice of the availability to review the Redevelopment Plan in the Clerk's Office will be mailed to all parties registered on the Interested Parties Registry and to all residential addresses within 750 feet of the boundaries of the proposed TIF District.

Staff has also created a webpage on the City's website where the Redevelopment Plan and other information related to the proposed Empire Street Corridor Redevelopment Project Area can be viewed by the public: www.cityblm.org/TIF

FINANCIAL IMPACT: None at this time.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance to set a date for, and to approve a public notice of a public hearing for the Empire Street Corridor Redevelopment Project Area
- Tax Increment Financing Redevelopment Plan: Empire Street Corridor Redevelopment Project Area (*On file in the Clerk's Office for inspection*)

Motion: That the ordinance to set a date for, and to approve a public notice of a public hearing for the Empire Street Corridor Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF
A PUBLIC HEARING FOR THE EMPIRE STREET CORRIDOR
REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”), is a home rule municipal corporation and political subdivision of the State of Illinois and as such is reviewing the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “*Act*”) for purposes of designating the Empire Street Corridor Redevelopment Project Area; and

WHEREAS, pursuant to the Act, the City is required to adopt an ordinance fixing the time and place for a public hearing on the proposed Empire Street Corridor Redevelopment Project Area; and

WHEREAS, the City desires to adopt this Ordinance in order to comply with the requirements of the Act.

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

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. It is necessary and in the best interests of the City that a public hearing be held prior to the consideration of the adoption by the Mayor and City Council of the City (the “*Corporate Authorities*”) of an ordinance or ordinances approving the Empire Street Corridor TIF Redevelopment Plan (the “*Plan*”), designating the Empire Street Corridor Redevelopment Project Area (the “*Project Area*”) and adopting tax increment allocation financing, and accordingly, it is necessary that a date for such public hearing be established and notice thereof be given, all in accordance with the provisions of the Act.

Section 3. It is hereby determined that a public hearing (the “*Hearing*”) on the proposed Empire Street Corridor Redevelopment Plan for the proposed Project Area, as legally described in *Exhibit A*, attached hereto and made a part of this Ordinance, shall be held on the

8th day of February, 2016, at 7:00 p.m., at Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois.

Section 4. Within a reasonable time after the adoption of this ordinance, the Redevelopment Plan along with the name of the contact person at the City shall be sent to the affected taxing districts by certified mail.

Section 5. Notice of the Hearing is hereby authorized to be given by publication and mailing, said notice by publication to be given at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Hearing in the *Pantagraph*, being a newspaper of general circulation within the taxing districts in the Project Area, and notice by mailing to be given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Project Area. In the event taxes for the last preceding year were not paid, notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as owner(s) of such property.

Section 6. Notice of the Hearing is hereby directed to be in substantially the following form:

NOTICE OF PUBLIC HEARING
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
PROPOSED APPROVAL OF THE EMPIRE STREET CORRIDOR
REDEVELOPMENT PROJECT AREA

Notice is hereby given that on the 8th day of February, 2016 at 7:00 p.m., at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois, a public hearing (the "*Hearing*") will be held to consider the approval of the proposed Empire Street Corridor Redevelopment Plan (the "*Plan*"), the designation of the Empire Street Corridor Redevelopment Project Area (the "*Project Area*") and the adoption of tax increment financing therefore. The Project Area consists of the territory legally described on *Exhibit A* and general described as follows:

The proposed Empire Street Corridor Redevelopment Project Area consists of approximately 201 acres and is generally bounded on the west by Colton Avenue, on the

east by Veterans Parkway and Orchard Road, on the north by Rowe Drive, Riley Drive, and Robinhood Lane (excluding residential lots), on the south by the alley parallel to and north of Elmwood Road, and also generally on the south by East Empire Street and Eastland Mall West Drive.

The Redevelopment Plan objectives are to reduce or eliminate detrimental factors which may lead to blight; to enhance the real estate and sales tax base of the City and other affected taxing districts by encouraging private investment in commercial, industrial, and recreational development within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the "Tax Increment Allocation Redevelopment Act," effective January 10, 1977, as from time to time amended (the "Act"). The City may issue obligations to finance project costs in accordance with the Redevelopment Plan, which obligations may also be secured by the special tax allocation fund and other available funds, if any, as now or hereafter permitted by law, and which also may be secured by the full faith and credit of the municipality.

At the Hearing, approval of the Redevelopment Plan, designation of the Project Area, and the adoption of tax increment allocation financing for the Project Area will be considered. The Redevelopment Plan is on file and available for public inspection at the office of the City Clerk at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois.

Pursuant to the proposed Redevelopment Plan, the City proposes to facilitate the redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs, which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, relocation costs and interest costs, all as authorized under the Act. The Redevelopment Plan proposes to provide assistance by paying or reimbursing costs related to site assembly, analysis, professional services and administrative activities, public improvements and facilities, including new streets, water, sewer, street lighting, and landscaping improvements, the execution of one or more redevelopment agreements, and the payment of financing and interest costs.

Tax increment financing is a public financing tool that does not raise property taxes but is used to assist economic development projects by capturing the increase in the property tax revenue stream created by the increase of the assessed value of the development or development area and investing those funds in improvements associated with the project.

At the Hearing, all interested persons or affected taxing districts may file written letters of support or objection with the City Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, and adoption of tax increment allocation financing therefore.

The Hearing may be adjourned by the Mayor and City Council of the City without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent hearing.

For additional information about the proposed Redevelopment Plan and to file comments or suggestions prior to the hearing contact Austin Grammer, Economic Development Coordinator, City of Bloomington, 109 East Olive Street, Bloomington Illinois 61702 309-434-2210.

By Order of the Mayor and City Council of the City of Bloomington this 14th day of December, 2015.

City Clerk

Section 7. The above notice is hereby directed to be given by mail, not less than forty-five (45) days prior to the date set for the Hearing, to all taxing districts of which taxable property is included in the proposed Project Area and to the Illinois Department of Commerce and Economic Opportunity (“DCEO”). Notice shall include an invitation to each taxing district and DCEO to submit written comments to the City, in care of the City Clerk of the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois 61702, concerning the subject matter of the Hearing prior to the date of the Hearing.

Section 8. It is hereby ordered that a Joint Review Board (the “Board”) shall be convened on the 6th of January, at 10:30 a.m., at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois which is not sooner than fourteen (14) days nor later than twenty-eight (28) days following the notice to be given to all taxing districts, as provided in Section 7 above, to review the public record, planning documents and the proposed ordinances approving the Redevelopment Plan, designating the Project Area and adopting the Act as applicable to the Project Area. The Joint Review Board shall consist of a representative selected by the City, the community college district, the local school districts, the township, and the county that has authority to directly levy taxes on the property in the proposed Project Area, and a public

member to be selected by a majority of other Board members, and shall act in accordance with the applicable provisions of the Act.

Section 9. The document entitled *City of Bloomington Tax Increment Financing Redevelopment Plan Empire Street Corridor Redevelopment Project Area* has been available for inspection and review at the office of the City Clerk at City Hall, 109 East Olive Street, Bloomington, Illinois, during regular office hours, commencing the 30th day of November, 2015, which is more than 10 days prior to the adoption of this Ordinance.

Section 10. Notice of the establishment of an interested parties' registry which entitles all registrants to receive information on activities related to the proposed designation of a redevelopment project area and the preparation of a redevelopment plan and project is hereby authorized.

Section 11. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 12. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 13. This Ordinance shall be in full force and effect immediately upon its passage.

(Intentionally Left Blank)

Passed this 14th day of December, 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Approved this 14th day of December, 2015.

Mayor

Attest:

City Clerk

Exhibit A

Legal Description

Empire Street Corridor Redevelopment Project Area

A part of Section 34 and 35 in Township 24 North, Range 2 East and a part of Section 2 and 3 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Colton Avenue and the north right of way line of Empire Street; thence Easterly on said north right of way line of Empire Street to the southwest corner of a tract of land described in Executor's Deed recorded as Document No. 2015-18668 in the McLean County Recorder of Deeds Office; thence Northerly to the northwest corner of said tract described in Document No. 2015-18668; thence Easterly to the northeast corner of said tract described in Document No. 2015-18668; thence Southerly on the east line of said tract described in Document No. 2015-18668 to the northwest corner of a tract described in a Quit Claim Deed recorded as Document No. 2013-25879 in said Recorder Office; thence Easterly to the northeast corner of said tract described in Document No. 2013-25879; thence Southerly on the east line of said tract described in Document No. 2013-25879 to the northwest corner of the West 115 feet of the East 145 feet of the South 115 feet of Lot 1 in County Clerk's Subdivision of the south end of the SW $\frac{1}{4}$ of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian; thence Easterly on the north line of said West 115 feet of the East 145 feet of the South 115 feet of said Lot 1 to the west right of way line of Stortz Drive; thence Northerly on said west right of way line of Stortz Drive to the point of intersection with the westerly extension of the north line of Greenbriar Subdivision; thence Easterly 253.64 feet on said westerly extension and the north line of said Greenbriar Subdivision; thence Northerly 623.81 feet to a point lying 253.64 feet east of the west line of the SE $\frac{1}{4}$ of said Section 34; thence Westerly 253.64 feet to said west line of the SE $\frac{1}{4}$ of Section 34, said point lying 397.69 feet north of the north right of way line of said Stortz Drive; thence Northerly on said west line of the SE $\frac{1}{4}$ of Section 34 to the south line of Pinebach Subdivision; thence Easterly on said south line of Pinebach Subdivision and the easterly extension thereof to the northwesterly right of way line of Towanda Avenue; thence Northeasterly on said northwesterly right of way line of Towanda Avenue to the point of intersection with the southwest right of way line of Robinhood Lane; thence Southeasterly on said southwest right of way line of Robinhood Lane to the east line of Lot 1 Verizon Empire Street Subdivision; thence Southerly on said east line of said Lot 1 Verizon Empire Street Subdivision to the northwest corner of Lot 148 in Fairway Knolls 2nd Addition; thence Easterly on the north line of Lots 148, 149, 150, 151, 152, 135 and the easterly extension thereof and 134 in said Fairway Knolls 2nd Addition and Lots 500, 501, 502 and 503 in Fairway Knolls 9th Addition to the southeast corner of Fairway Knolls 6th Addition; thence Northerly on the east line of said Fairway Knolls 6th Addition to the point of intersection with the south line of Fairway Knolls 7th Addition; thence Easterly on said south line of Fairway Knolls 7th Addition and Fairway Knolls 10th Addition to the southeast corner of said Fairway Knolls 10th Addition; thence Northerly on the east line of said Fairway Knolls 10th Addition and the east line of Lots 245 and 246 in Fairway Knolls 5th Addition and the northerly extension thereof to the north right of way line of Rowe Drive; thence Easterly on said north right of way line of Rowe Drive and the easterly extension thereof to the east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on said east right of way line of Veterans Parkway / Holiday Drive to the

northwest corner of Lot 9 in Resubdivision of Lot 2 Circle Lanes Subdivision; thence Easterly on the north line of said resubdivision to the northeast corner of Lot 10 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 10; thence Westerly on the south line of said Lot 10 to the northerly extension of the east line of Lot 11 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 11; thence Westerly on the south line of said Lot 11 to the northeast corner of Lot 1 in Makewi Subdivision; thence Southerly to the southwest corner of said Lot 1 Makewi Subdivision; thence Westerly on the south line of said Lot 1 Makewi Subdivision to said east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on the easterly right of way line of Veterans Parkway / Holiday Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 1 in Eastland Mall Subdivision; thence Southerly 345.00 feet on the westerly line of said Lot 1 Eastland Mall Subdivision; thence Easterly 204.87 feet on said westerly line of Lot 1; thence Southerly 228.58 feet on said westerly line; thence Westerly 105.00 feet on said westerly line; thence Southerly 112.00 feet on said westerly line to a line lying 525.04 feet north of and parallel with the south line of the NW¹/₄ of the NW¹/₄ of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian; thence Westerly on said line lying 525.04 feet north of and parallel with the south line of the NW¹/₄ of the NW¹/₄ of Section 2 and the westerly extension thereof to the westerly right of way line of Fairway Drive; thence Northerly on said westerly right of way line of Fairway Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 7 in Country Club View Subdivision; thence Southerly on the west line of said County Club View Subdivision, Maxine Lartz Subdivision, Pershall Subdivision, part of Lot 2 Davis Subdivision, Shepard's Subdivision and the southerly extension thereof to the southeast right of way line of Towanda Avenue; thence Southwesterly on said southeast right of way line of Towanda Avenue to the easterly extension of the south right of way line of a public alley lying north of and adjoining Blocks 4, 5 and 6 in Davis 4th Addition to Bloomington; thence Westerly on said easterly extension and the south right of way line of said alley and the westerly extension thereof to the west right of way line of Colton Avenue; thence Northerly on said west right of way line of Colton Avenue to the Point of Beginning.

Tax Increment Financing Redevelopment Plan

.....
Empire Street Corridor
Redevelopment Project Area
.....

Prepared for

City of Bloomington, Illinois

Prepared by

PGAV PLANNERS

November 20, 2015

CITY OF BLOOMINGTON, ILLINOIS

MAYOR

Tari Renner

CITY COUNCIL

Kevin Lower, Ward 1
David Sage, Ward 2
Mboka Mwilambwe, Ward 3

Amelia Buragas, Ward 4
Joni Painter, Ward 5
Karen Schmidt, Ward 6

Scott Black, Ward 7
Diana Hauman, Ward 8
Jim Fruin, Ward 9

CITY CLERK

Cherry Lawson

CITY MANAGER

David Hales

COMMUNITY DEVELOPMENT DIRECTOR

Tom Dabareiner

ECONOMIC DEVELOPMENT COORDINATOR

Austin Grammer

SPECIAL TIF COUNSEL

Kathleen Field Orr

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APPENDIX

- Attachment A – Ordinance No. 57
- Attachment B – Boundary Description
- Attachment C – Existing Conditions Photos
- Attachment D – Resolution No. 29
- Attachment E – Parcel Identification Numbers, Property Owners and 2014 EAV

SECTION I

INTRODUCTION

On August 24, 2015, the Bloomington City Council passed **Ordinance No. 57** providing for a feasibility study and report with respect to the designation of a portion of the City as a tax increment finance (“TIF”) redevelopment project area pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, the “Act”). A copy of this Ordinance is contained in this report as **Attachment A** in the **Appendix**. The area being considered for designation as a TIF area generally includes mostly commercial properties located on north side of East Empire between North Veterans Parkway and Stortz Drive. The area also includes the now vacant Circle Lanes bowling alley on the east side of North Veterans Parkway and the Bloomington High School, Junior High School and the U.S. Postal Service Facility on the south side of East Empire Street. The area is referred to herein as the Empire Street Corridor Redevelopment Project Area (the “Area”). The boundaries of the Area are as shown on **Exhibit A - Redevelopment Project Area Boundary**. Refer also to the **Boundary Description** contained in the **Appendix** as **Attachment B**.

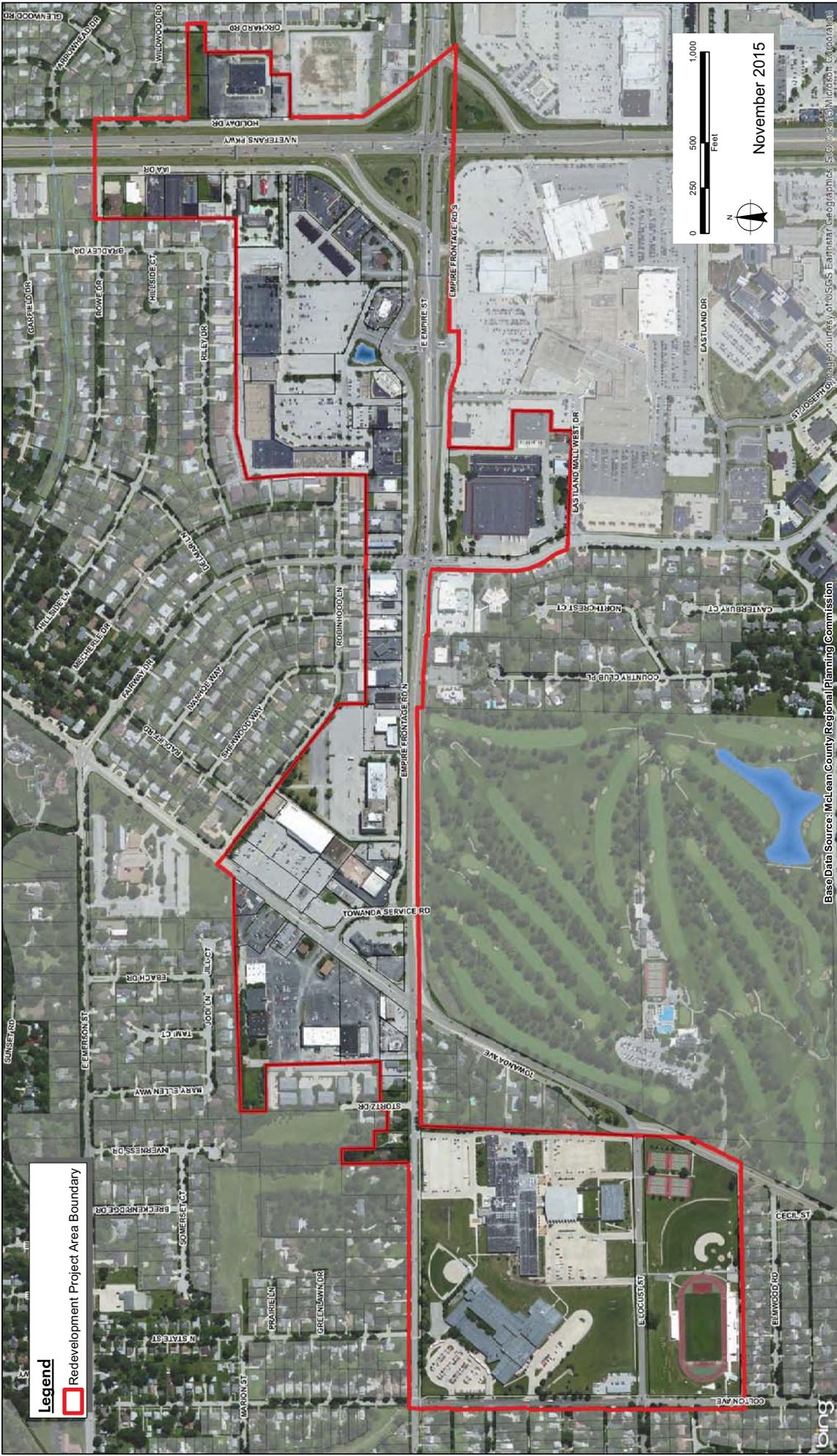
The Area contains approximately 201 acres, including street and alley rights-of-way (net of rights-of-way, 148 acres). There are a total of 65 parcels of real property, of which 64 (98%) have improvements thereon (e.g., buildings, parking areas, etc). Much of the built environment in this Area, including improvements in public right-of-way, suffers from age and physical deterioration. There are also significant amounts of vacant commercial building space in the Area. Not all properties have conditions that would cause them to qualify individually under the definitions contained in the Act. However, the area “on the whole” meets the eligibility requirements of the Act.

The City may consider the use of tax increment financing, as well as other economic development resources as available, to facilitate private and public investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will serve to renovate or redevelop underperforming and obsolete parcels along the Empire Street Corridor commercial corridor and ultimately enhance the tax base of the community. In addition, considerable public investment will be needed to address the inadequate storm water drainage system in the Area to alleviate flooding within the Area. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the Act, a housing impact study need not be performed because it’s not anticipated that any redevelopment plan to be prepared for the Area will result in the displacement of ten (10) or more inhabited housing units (there are only three residential units in the Area).

The Act sets forth the requirements and procedures for establishing a Redevelopment Project Area. A prerequisite to establishing such is that the Area meets the eligibility requirements of the Act.

The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Area, as well as other findings, evidence, and documentation required by the Act

INSERT EXHIBIT A
Redevelopment Project Area Boundary
(Page 3-4)



Base Data Source: McClain County Regional Planning Commission

Exhibit A - Redevelopment Project Area Boundary

Empire Street Redevelopment Project Area



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Feet

November 2015

SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

Tax increment financing (TIF) is a local funding mechanism created by the "Tax Increment Allocation Redevelopment Act" (the "Act"). The Act is found at 65 ILCS 5/11-74.4-1 *et seq.*

As used, herein, the term **Redevelopment Project** means any public and private development project in furtherance of the objectives of a Redevelopment Plan. The term **Redevelopment Project Area** means an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions that cause the area to be classified as an industrial park conservation area, a blighted area or a conservation area, or a combination of both blighted areas and conservation areas. **Redevelopment Plan** means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the Redevelopment Project Area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area.

The concept behind the tax increment law is straightforward and allows a municipality to carry out redevelopment activities on a local basis. Redevelopment that occurs in a designated Redevelopment Project Area results in an increase in the equalized assessed valuation ("EAV") of the property and, thus, generates increased real property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy, construction of public infrastructure, and other redevelopment project costs as permitted by the Act.

The Illinois General Assembly made various findings in adopting the Act; among them were:

1. That there exists in many municipalities within the State blighted, conservation and industrial park conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest and welfare.

These findings were made on the basis that the presence of blight, or conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers are proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a Redevelopment Plan. One of these requirements is that the municipality must demonstrate that a Redevelopment Project Area qualifies under the provisions of the Act. With the definitions set forth in the Act, a Redevelopment Project Area may qualify either as a blighted area, a conservation area, or a combination of both blighted area and conservation area, or an industrial park conservation area.

B. Summary of Findings

The following findings and evidentiary documentation are made with respect to the proposed Redevelopment Project Area:

1. The Area, as a whole, meets the statutory requirements as a **conservation area**. The Area, it is not yet blighted, *but* because of a combination of three or more factors specified in the definition of “conservation area” is detrimental to the public safety, health, morals or welfare and such Area *may* become a blighted area.
2. The Area exceeds the statutory minimum size of 1-1/2 acres.
3. The Area contains contiguous parcels of real property.
4. If this Plan is adopted and implemented by the City, it is reasonable to say that all properties included in the Area would benefit substantially from being included in the Area.
5. The Redevelopment Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to occur without public assistance. Further evidence of this is presented in Section V and throughout this document.

SECTION III

BASIS FOR ELIGIBILITY OF THE AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, or combination thereof, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act.

This Section documents the relevant statutory requirements and how the subject area meets the eligibility criteria.

B. Statutory Qualifications

The Act defines the factors that must be present in order for an area to qualify for TIF. The following provides the statutory definitions of the qualifying factors relating to a blighted area and a conservation area:

1. **Eligibility of a Blighted Area**

The Act states that a “...**blighted area**” means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:”¹

- a. **“If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area.”

- (1) “Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.”

¹ Emphasis added with bold or underlined text.

- (2) “Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
- (3) “Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.”
- (4) “Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.”
- (5) “Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.”
- (6) “Excessive vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.”
- (7) “Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.”
- (8) “Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area,

(ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.”

- (9) “Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.”
- (10) “Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.”
- (11) “Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.”
- (12) “Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.”

- (13) “The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.”

- b. **“If vacant**, the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:”
 - (1) “Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way, or that omitted easements for public utilities.”
 - (2) “Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.”
 - (3) “Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.”
 - (4) “Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.”
 - (5) “The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.”

- (6) “The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.”

2. Eligibility of a Conservation Area

The Act further states that a “... “conservation area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which **50% or more of the structures in the area have an age of 35 years or more**. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the [13 factors applicable to the improved area] is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area.” *[Bracketed text replaces “following factors” from the Act.]*

C. Investigation and Analysis of Blighting Factors

In determining whether or not the Area meets the eligibility requirements of the Act, research and field surveys were conducted by way of:

- Contacts with City of Bloomington staff who are knowledgeable of Area conditions and history.
- On-site field examination of conditions within the Area by experienced staff of PGAV.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective January 10, 1977.
- Examination of McLean County real property tax assessment records.

The result and documentation of this effort are summarized below.

D. Analysis of Conditions in the Area

PGAV staff conducted a parcel by parcel survey to document existing conditions in the Area on September 2, 3 and 4, 2015. One of the outcomes of this survey was an inventory of existing land uses in the Area, which are illustrated on **Exhibit B - Existing Land Use Map**. This field work was supplemented with information provided by City staff and an analysis of property assessment data from the City of Bloomington Township Assessor's office. In addition, building occupancy was re-checked on November 19 and 20, 2015. Therefore, the vacancy data reported herein is up to date as of November 20, 2015.

Exhibit C – Summary of Blighting and Conservation Area Factors provides a quantitative breakdown of the various factors. **Exhibit D-1 – Existing Conditions Map** provides a graphic depiction of certain blighting factors that were determined to exist within the Area.

1. Findings on Improved Area

The following presents the findings on the conservation area factors that are present to a meaningful extent within the Area.

- a. Summary of Findings on Age of Structures: Age is a prerequisite factor in determining if all or a portion of a redevelopment project area qualifies as a "conservation area". As is clearly set forth in the Act, 50% or more of the structures in the redevelopment project area must have an age of 35 years or greater in order to meet this criteria. Of the 68 buildings in the Area, 54, or 79%, in the Area are over 35 years old. Building ages for most of the buildings in the Area were obtained from the City of Bloomington Township Assessor's website.² Those that did not have dates in the Assessor's database were determined to be at least 35 years old via examination of historic aerial photos and/or were researched by City staff.

- b. Summary of Findings on Deterioration: Deteriorating conditions were recorded on 36 (53%) of the 68 buildings in the Area. The field survey of exterior building conditions in the Area found structures with various defects such as secondary structural components, including windows, doors, gutters, downspouts, masonry and other fascia materials, etc. These deteriorated buildings are scattered throughout the Area. More common and dispersed throughout the Area were deteriorated site improvements, such as parking lots and driveways.

² <http://www.wevaluebloomington.org/>

INSERT EXHIBIT B
Existing Land Use Map
(Page 13-14)



Exhibit B - Existing Land Use
 Empire Street Redevelopment Project Area

Exhibit C
SUMMARY OF BLIGHTING AND
CONSERVATION AREA FACTORS

Empire Street Redevelopment Project Area
 City of Bloomington, Illinois

	Total	%
No. of improved parcels	64	98%
No. of vacant parcels	1	2%
Total parcels	65	100%
No. of buildings	68	100%
No. of buildings 35 years or older	54	79%
No. housing units	3	
No. housing units occupied	3	
Sub-Area Count	4	100%
IMPROVED LAND FACTORS:		
No. of deteriorated buildings	36	53%
No. of parcels with site improvements that are deteriorated	47	73%
Deteriorated street and/or sidewalk pavement (by Sub-Area)	4	100%
No. of dilapidated buildings	0	0%
No. of obsolete buildings	7	10%
No. of structures below minimum code	nd ¹	
No. of buildings lacking ventilation, light or sanitation facilities	nd ¹	
No. of building with illegal uses	nd ¹	
Approximate total building square footage	1,233,719	
Approximate vacant building square footage	311,107	25%
Approximate taxable building square footage	670,033	
Approximate vacant taxable building square footage	273,552	41%
No. of parcels with excessive land coverage or overcrowding of structures	25	39%
Inadequate utilities (by Sub-Area)	3	75%
Deleterious land use or layout (by Sub-Area)	0	0%
Lack of community planning	0	0%
Declining or Sub-par EAV Growth	YES	
VACANT LAND FACTORS:		
Obsolete platting	1	100%
Diversity of ownership	nd ¹	
Tax delinquencies	nd ¹	
Deterioration of struct. or site improvements in neighboring areas	1	100%
Environmental clean-up	nd ¹	
Declining or sub-par EAV growth	YES	

¹ Not determined.

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**INSERT EXHIBIT D-1
Existing Conditions Map
(Page 17-18)**

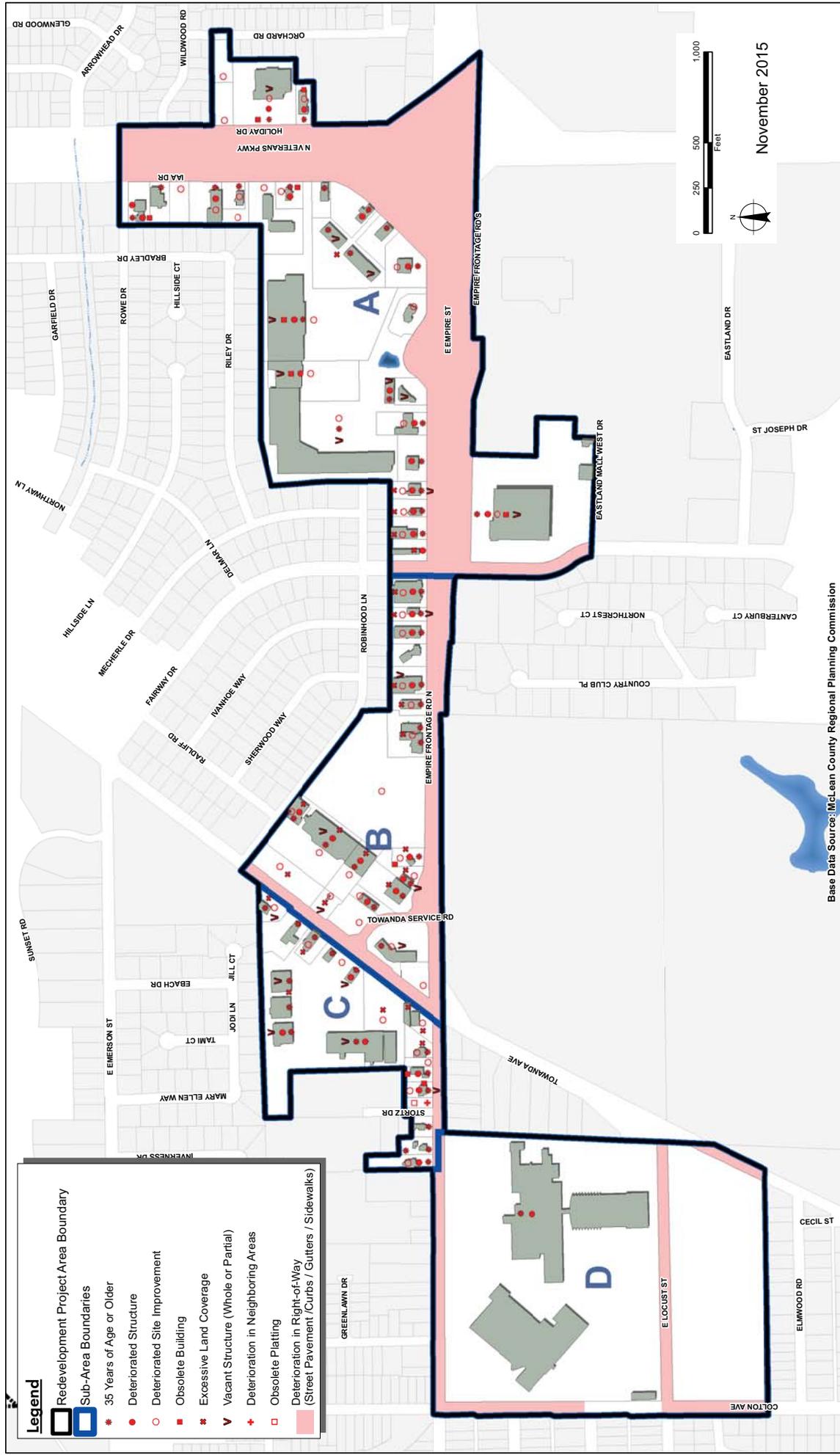


Exhibit D1 - Existing Conditions

Empire Street Redevelopment Project Area

Base Data Source: McLean County Regional Planning Commission



Of the 64 improved parcels, 47 (73%) had deteriorated site improvements. Deteriorated conditions were also found within street rights-of-way. This included deteriorated street pavement, sidewalks and curb and gutters. These conditions within street rights-of-way were found in all of the sub-areas within the Area. **Attachment B** in the **Appendix** provides **photographic evidence** of the conditions found on the properties and within the street rights-of-way located within the Area.

- c. Summary of Findings Regarding Excessive Vacancies: There are about 1.2 million square feet of total building space in the Area. Of that amount, about 670,000 square feet are associated with taxable properties, with the balance being associated with tax exempt parcels (most of it being the High School and Junior High School buildings). The vacancy rate for total building space is significantly high at 25%. However, when isolating the analysis to the taxable buildings, the vacancy rate is an excessively high 41%. In Sub-area A, the rate sores to over 58%. These are very high vacancy rates where the industry norm for healthy commercial properties is a vacancy rate of not more than 5% to 10%.

- d. Summary of Findings Regarding Inadequate Utilities: Much of the Area's buildings are served by 6 inch diameter water mains. In areas with larger buildings (e.g., shopping centers), water mains of 8 inches in diameter or greater are necessary for adequate fire fighting flows. **Exhibit D-2, Existing Water Distribution System**, shows the location of the various sized water mains in the Area and identifies those buildings that are currently known to be served by 6 inch mains. There are multiple instances where there are larger water mains available and existing building services connected to the 6 inch mains should be moved to the larger mains and the 6 inch mains abandoned (see Exhibit D-2). There are other instances where 6" mains should be replaced with 8" mains to resolve currently known poor performance or to assure adequate fire fighting flows. Of the approximately 1.2 million square feet of total building space in the Area, about 364,000 square feet (30%) are served by 6 inch mains. When removing the High School and Junior High School buildings from the total, the amount of building space known to be served by 6 inch mains increases to approximately 46%.

In addition to the inadequately sized water mains, 13 of the 62 fire hydrants (21%) are over 50 years old. The City's Water Department recommends that these hydrants and valves be replaced with new ones.

- e. Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: This factor is applicable to vacant areas as well as improved areas. The total equalized assessed valuation (EAV) for the Area has declined for five (5) out of

the last five (5) years for a total decline of -15% during this time period. This valuation trend has been below the relatively stagnant trend of the balance of the City (up by 1.5%) and significantly below the Consumer Price Index (“CPI”) during this same time period (up by 10.3%). **Exhibit E, Comparison of EAV Growth Rates (2009-2014)** shows the declining EAV of the Area and how this trend compares to the balance of the City and the CPI. To confirm whether or not the Area’s total EAV was skewed by a relatively few properties, the valuation trend was computed for each taxable parcel. **Exhibit F, Annual EAV Change (2009-2014)**, illustrates the trend in value for each taxable parcel of real estate in the Area. This map shows that all of the taxable parcels declined at least four (4) out of the last five (5) years. Clearly, this factor is distributed throughout the Area.

2. Findings on Vacant Land

There is one vacant parcel that constitutes only 0.2 acres of the 148 net acres of land within the Area and, therefore, is inconsequential to the eligibility findings. Nonetheless, the qualifying factors relevant to this vacant parcel include deterioration of structures or site improvements in neighboring areas and the total EAV of the proposed Area has declined for five (5) out the last five (5) years.

Exhibit E
Comparison of EAV Growth Rates (2009-2014)
 Empire Street Redevelopment Project Area
 City of Bloomington, Illinois

Tax Year	EAV of Redevelopment Project Area	Balance of City ¹	Area Growth Rate Less Than Balance of City?	CPI ²	Area Growth Rate Less Than CPI?
2009	\$ 16,335,626	\$ 1,755,991,193		214.537	
2010	\$ 15,367,257	\$ 1,783,797,302		218.056	
Annual Percent Change	-5.9%	1.6%	YES	1.6%	YES
2011	\$ 15,234,984	\$ 1,784,899,298		224.939	
Annual Percent Change	-0.9%	0.1%	YES	3.2%	YES
2012	\$ 14,141,099	\$ 1,747,564,266		229.594	
Annual Percent Change	-7.2%	-2.1%	YES	2.1%	YES
2013	\$ 13,998,915	\$ 1,747,572,888		232.957	
Annual Percent Change	-1.0%	0.0%	YES	1.5%	YES
2014	\$ 13,911,107	\$ 1,781,564,346		236.736	
Annual Percent Change	-0.6%	1.9%	YES	1.6%	YES

¹ Total City EAV minus EAV of Redevelopment Project Area.

² Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

INSERT EXHIBIT D-2
Existing Water Distribution System
(Page 21-22)

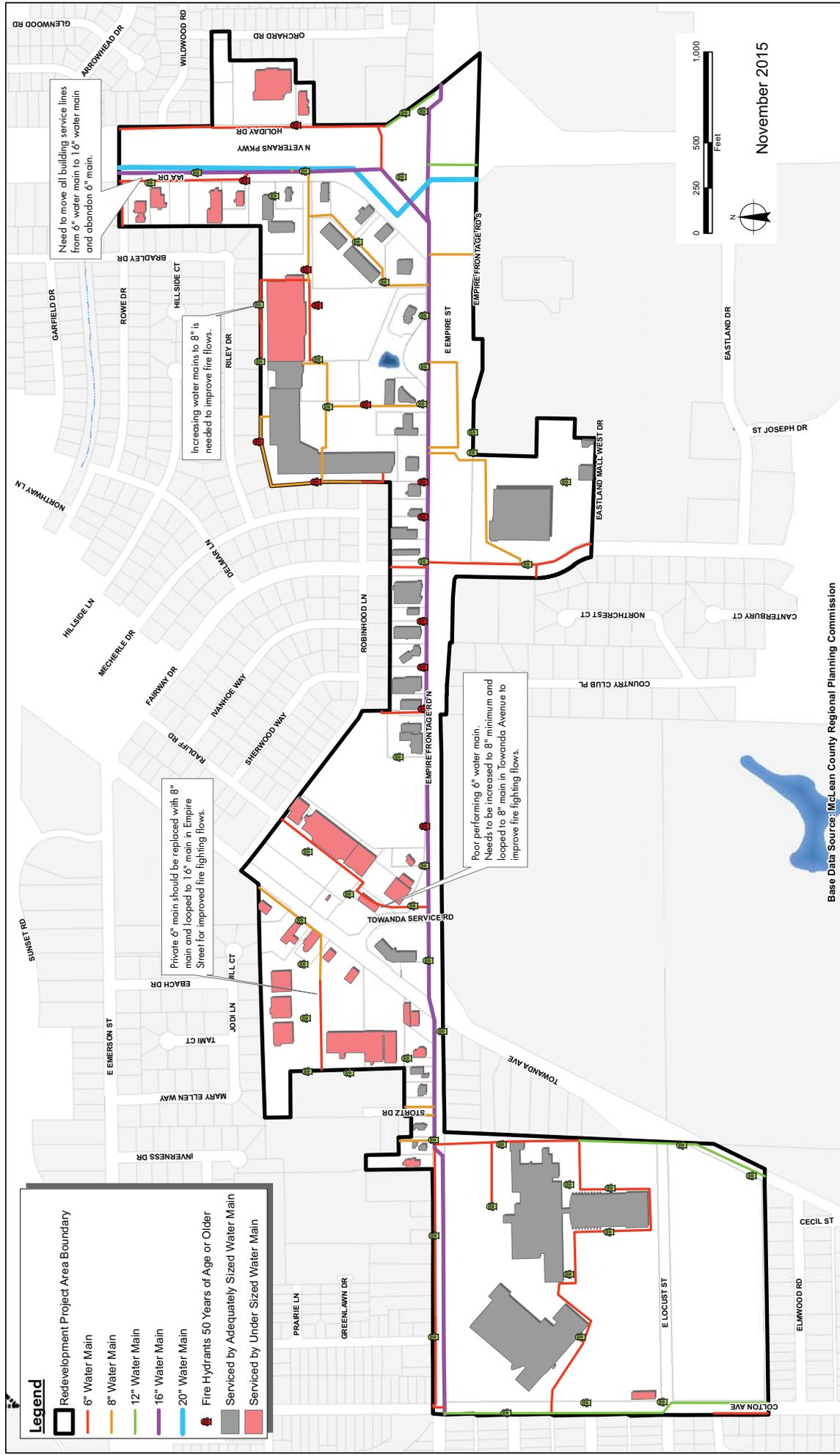
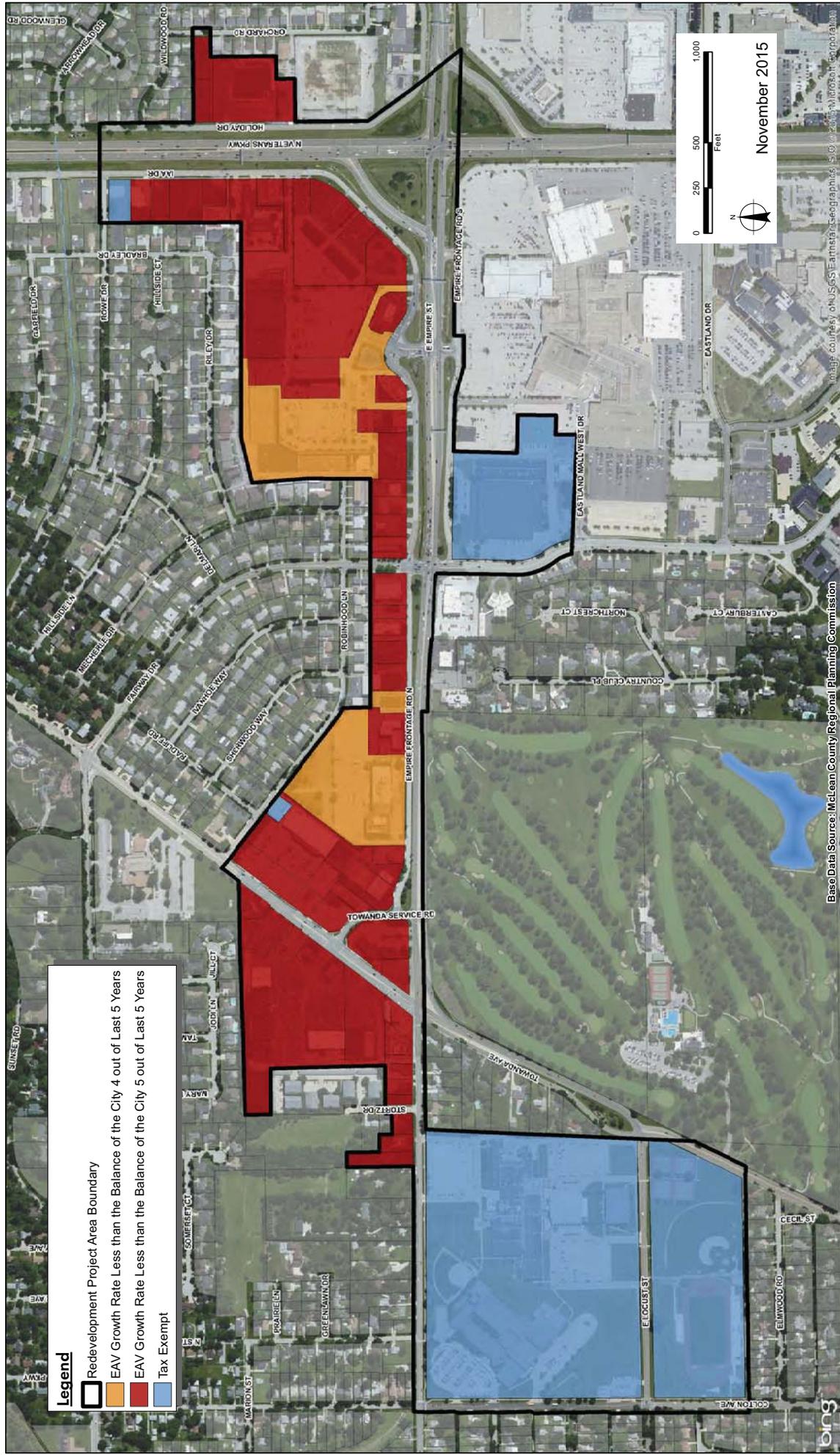


Exhibit D2 - Existing Water Distribution System

Empire Street Redevelopment Project Area

INSERT EXHIBIT F
Annual EAV Change (2009-2014)
(Page 23-24)



Base Data Source: McLean County Regional Planning Commission

Exhibit F - Annual EAV Change by Parcel (2009-2014)

Empire Street Redevelopment Project Area



E. Summary of Eligibility Factors for the Area

The study found that the Area contains conditions that qualify it as a **conservation area**. The following summarizes the existence of the most predominant blighting/conservation factors existing within the Area:

- **Age** – Of the 68 buildings located in the Area 54 (79%) are greater than 35 years old, which exceeds the statutory threshold of 50% (prerequisite for a “conservation area”).
- **Deterioration** – 53% of the buildings and 73% of parcel site improvements exhibit signs of deterioration as defined in the Act. Deteriorated conditions were also found within public right-of-way (including street pavement, sidewalks, curb and gutters).
- **Excessive Vacancies** – 25% of the total building space in the Area were found to be vacant during the field survey, which is a significantly high vacancy rate. However, when isolating building vacancy to taxable properties, the vacancy rate increases to an excessively high 41%.
- **Inadequate utilities** – Approximately 63% of the total building space in the Area are served by 6 inch diameter water mains. The existing 6 inch water mains within the three shopping centers on the north side of Empire Street should be upgraded to 8” and looped back to other existing 8” or larger mains, where appropriate, to improve fire fighting flows. Also, existing building service connections to 6 inch mains should be relocated to available 8 inch or larger mains located in the Area.
- **Sub-par EAV trends** – The growth in the Area’s EAV has declined (5) out of the last five (5) years.

This study finds that the Area contains conditions that qualify it as a **conservation area**, as this term is defined in the Act, and that these conditions that may lead to blight without a program of intervention to induce private and public investment in the Area. The qualifying conditions that exist in the Area are detrimental to the Area, as a whole, and the long-term interests of the taxing districts. The various projects contemplated in this tax increment program will serve to reduce or eliminate these deficiencies and enhance the tax base of all overlapping taxing authorities.

Therefore, it is concluded that public intervention is necessary because of the conditions documented herein and the lack of private investment, on the whole, within in the Area. The City Council should review this analysis and, if satisfied with the findings contained herein, proceed with the adoption of these findings in conjunction with the adoption of a Redevelopment Plan and

establishment of the Redevelopment Project Area, pursuant to the Act. Once in place, the goal will be to use TIF to incent private investment that will ultimately improve property values over the long term.

SECTION IV

REDEVELOPMENT PLAN

A. Introduction

This section presents the Redevelopment Plan and Project for the Empire Street Corridor Redevelopment Project Area. Pursuant to the Tax Increment Allocation Redevelopment Act, when the finding is made that an area qualifies as a conservation area, blighted area, or a combination of conservation and blighted area, a redevelopment plan must be prepared. A **Redevelopment Plan** is defined in the Act as "the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a 'blighted area' or 'conservation area' or combination thereof and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area".

B. General Land Uses to Apply

The proposed general land uses to apply to the Area is presented on **Exhibit G**, entitled **General Land Use Plan**. The land use designations reflect, for the most part, existing land uses and the Land Use Plan contained in the "Comprehensive Plan 2035", as adopted by the City Council on August 24, 2015. These general land uses would also be permitted uses in the applicable zoning district classifications of the properties in the Area. An alternate land use proposed is the "Institutional/Commercial Alternate", which envisions the continuation of existing U.S. Postal facility indefinitely, but if redeveloped, the alternate use is recommended. The commercial alternate proposal makes sense as a logical expansion of the Eastland Mall development.

C. Objectives

The objectives of the Redevelopment Plan are:

1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan to renovate existing buildings, reduce building vacancies, selective redevelopment of properties, upgrade the water distribution system and other public works improvements.
2. Prevent the recurrence of blighting conditions.
3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.

4. Encourage and assist private investment in the redevelopment of the Area through the provision of financial assistance as permitted by the Act.
5. Provide for safe and efficient traffic circulation within the Area.
6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

D. Program Policies to Accomplish Objectives

The City has determined that it is appropriate to provide limited financial incentives for private investment within the Area. It has been determined, through redevelopment strategies previously utilized by the City and communications between property owners and prospective developers and the City, that tax increment financing constitutes a key component of leveraging private investment within the Area. The City will incorporate appropriate provisions in any redevelopment agreement between the City and private investors to assure that redevelopment projects achieve the objectives stated herein and accomplish the various redevelopment projects described below.

E. Redevelopment Projects

To achieve the Plan objectives and the overall project proposed in the Plan, a number of public and private activities will need to be undertaken, including a combination of private developments and public investment in infrastructure improvements. Improvements and activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

- a. *Building repairs, renovation and retrofitting existing private buildings:* Improvements to existing private buildings is encouraged. The first such project that is expected to occur as a result of this TIF program is the renovation and retrofitting of approximately 50,000 square feet of the now vacant Kmart store.
- b. *Demolition of existing buildings:* Demolition of existing buildings is anticipated to advance private redevelopment projects as well, particularly as part of efforts to reposition retail and mixed use development to meet market demands. For example, the vacant former Circle Lanes is not likely to be reused as a bowling alley based on interest expressed by prospective developers of this property.

INSERT EXHIBIT G
General Land Use Plan
(Page 29-30)

- a. *Construction of private buildings:* Construction of new commercial and/or mixed use buildings is anticipated as part of private redevelopment projects. The most notable property immediately available for new development is the site of the former GTE/Verizon office building, which has been demolished and the property is currently listed for sale.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment in the Area. These may include, but are not limited to, the following activities:

- a. *Land assembly and site preparation:* In order to facilitate redevelopment, it may be necessary for TIF to help finance land acquisition or to assist in the relocation of existing businesses, site preparation, building demolition, environmental remediation, and other steps to prepare sites for development.
- b. *Public works improvements:* Improvements to streets and sidewalks, upsizing of water mains and replacement of old fire hydrants, installation of streetscape amenities such as landscaping, way finding signage, and other public space enhancements.
- c. *Marketing of properties and promoting development opportunities:* The City will help to promote the opportunities available for investment in the Area.
- d. *Other programs of financial assistance as may be provided by the City:* The Act defines eligible redevelopment project costs that are summarized in Section F below. The City's involvement with redevelopment activities may include all those authorized by the Act, as needed.

3. Land Assembly & Displacement Certificate:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary to attract private development interest. Therefore, property located within the Area may be acquired by the City or private parties, as necessary, to implement a specific public or private redevelopment project. It is not anticipated that such property assembly would include the displacement of inhabited housing units located in the Area. There are three residential properties located within the Area, across from the High School.

Displacement Certificate:

Pursuant to Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Act, by adoption of this Redevelopment Plan by the City, the City hereby certifies that this Redevelopment Plan will not result in the displacement of more than nine (9) inhabited residential units.

F. Estimated Redevelopment Project Costs

The estimated costs associated with the eligible public redevelopment activities are presented in **Exhibit H**, on the following page, entitled **Estimated Redevelopment Project Costs**. This estimate includes reasonable or necessary costs incurred, or estimated to be incurred, in the implementation of this Redevelopment Plan. These estimated costs are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Redevelopment Plan and do not include public financing costs or interest payments that may be incurred in conjunction with redevelopment projects.

In addition to the proposed TIF funding, the City may seek the assistance of various State of Illinois Departments (Department of Transportation, Department of Commerce and Economic Opportunity, etc.), or appropriate agencies of the Federal Government to assist in funding site preparation, infrastructure, or other required projects or improvements. To the extent additional funds can be secured from the State of Illinois, or any Federal program or other public or private sources, the City may use such funding sources in furtherance of the Redevelopment Plan and Project.

G. Description of Redevelopment Project Costs

Costs that may be incurred by the City in implementing the Redevelopment Plan may include project costs and expenses as itemized in Exhibit H, subject to the definition of “redevelopment project costs” as contained in the Act, and any other costs that are eligible under said definition included in the “Contingency” line item. Itemized below is the statutory listing of “redevelopment project costs” currently permitted by the Act. Note that some of the following narrative has been paraphrased (see full definitions in the Act).

1. **Costs of studies, surveys, development of plans and specifications, wetland mitigation plans, implementation and administration of the Redevelopment Plan**, including but not limited to staff and professional service costs for architectural, engineering, legal, environmental, financial, planning or other services, subject to certain limitations:

- a. There are limitations on contracts for certain professional services with respect to term, services, etc.
- b. Annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan.

Exhibit H

ESTIMATED REDEVELOPMENT PROJECT COSTS

Empire Street Corridor Redevelopment Project Area
 City of Bloomington, Illinois

Description	Estimated Cost
A. Public Works or Improvements <i>(Construction of streets, curb and gutters, utilities, and other public improvements)</i>	\$2,100,000
B. Property Assembly <i>(Acquisition of land and site preparation)</i>	\$6,500,000
C. Building Rehabilitation/Retrofit	\$9,700,000
D. Relocation costs	\$200,000
E. Taxing District Capital Costs	\$100,000
F. Job Training	\$100,000
G. Interest Costs Incurred by Developers <i>(30% of interest costs)</i>	\$100,000
H. Planning, Legal & Professional Services	\$500,000
I. General Administration	\$200,000
J. Financing Costs	See Note 3
K. Contingency	\$2,000,000
Total Estimated Costs	\$21,500,000

Notes:

1. All costs shown are in 2015 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

- c. Marketing costs are allowable if related to marketing sites within the Redevelopment Project Area to prospective businesses, developers and investors.
2. **Property assembly costs**, including but not limited to **acquisition of land** and other property, real or personal or interest therein, **demolition of buildings, site preparation**, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.
3. **Costs of rehabilitation**, reconstruction or repair or remodeling of **existing public or private buildings, fixtures and leasehold improvements**; and the cost of replacing an existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification.
4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 of the Act unless either
 - a. the construction of the new municipal building implements a redevelopment project that was included in a Redevelopment Plan that was adopted by the municipality prior to November 1, 1999; or
 - b. the municipality makes a reasonable determination in the Redevelopment Plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the Redevelopment Plan.
5. **Cost of job training and retraining projects**, including the cost of “welfare to work” programs implemented by businesses located within the Redevelopment Project Area.

6. **Financing costs**, including but not limited to, all necessary and incidental expenses **related to the issuance of obligations** (see definition of “obligations” in the Act), and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter, and including reasonable reserves related thereto.
7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and project**. The above stated clause is from the definition of “redevelopment project costs” in the Act. The Act also defines “**taxing districts’ capital costs**” in subsection 11-74.4-3 (u) thereof; to wit: “... means those costs of taxing districts for capital improvements that are found by the municipal corporate authorities **to be necessary and directly result from the redevelopment project.**”
8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or it is required to make payment of relocation costs by Federal or State law or in order to satisfy Subsection 11-74.4-3 (n) (7) of the Act (re: federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requirements).
9. **Payments in lieu of taxes** (not common; see definition in Act).
10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields **leading directly to employment, incurred by one or more taxing districts**, provided that such costs:
 - a. are related to the establishment and maintenance of additional job training, advanced vocational education or career education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and
 - b. when incurred by a taxing district(s) other than the municipality, are set forth in a written agreement between the municipality and the taxing district or taxing districts, which agreement describes the programs to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and types of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the terms of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community

College Act, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code.

11. **Interest costs incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. the total of such interest payments paid pursuant to this Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project, plus (ii) redevelopment project costs, excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act;

12. Unless explicitly stated in the Act, the cost of **construction of new privately owned buildings shall not be an eligible redevelopment project cost.**

13. **None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the Redevelopment Project Area, while terminating operations at another Illinois location within 10 miles of the Redevelopment Project Area but outside the boundaries of the Redevelopment Project Area municipality.** For purposes of this paragraph, termination means closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a Redevelopment Project Area; **but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.**

14. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008 (the

effective date of Public Act 95-934), unless no prudent and feasible alternative exists.

"Historic resource" for the purpose of this item (14) means

- a. place or structure that is included or eligible for inclusion on the National Register of Historic Places or
- b. contributing structure in a district on the National Register of Historic Places.

This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

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SECTION V OTHER FINDINGS AND REQUIREMENTS

A. Conformance with Comprehensive Plan

The General Land Use Plan in this Redevelopment Plan (see Exhibit G) conforms to the City of Bloomington’s “Comprehensive Plan 2035”, adopted August 24, 2015. The principal land uses include regional commercial, mixed use and institutional. However, the General Land Use Plan contained herein recognizes the possible redevelopment of the U.S. Postal facility, located on the south side of East Empire Street, into commercial use. This TIF Redevelopment Plan will also address one of areas identified as “Opportunities for Infill Development or Redevelopment” as shown on Figure 6-3 of the Comprehensive Plan 2035. Furthermore, TIF funding can help implement corridor enhancements, as shown on the aforementioned Figure 6-3, with respect to the portion of the Empire Street corridor located within the TIF Project Area.

B. Area, on the Whole, not Subject to Growth and Development

The Area, on the whole, has not been subject to growth and development through investment of private enterprise. Upon examination of equalized assessed valuation (EAV) data for the Area, the lack of investment is evident by the decline in EAV (see **Exhibit I, EAV Trends (2009-2014)**). In aggregate, the Area declined in value by nearly 15% between 2009 and 2014, or an annualized rate of nearly -3%. Furthermore, the excessive building vacancies associated with taxable properties within the Area, as identified in Section III of this Plan, reflects a lack of growth and investment. The evidence presented herein clearly shows that the Area, as a whole, lacks private investment. Significant private investment will be needed to achieve a level of revitalization that elevates commercial property values that are commensurate with comparable healthy commercial properties in the region.

**Exhibit I
 EAV Trends (2009-2014)**
 Empire Street Redevelopment Project Area
 City of Bloomington, Illinois

	2009	2014	Change	Percent	Annual Percent Rate
Redevelopment Project Area ¹	\$ 16,335,626	\$ 13,911,107	\$ (2,424,519)	-14.84%	-2.97%
Balance of City ²	\$ 1,755,991,193	\$ 1,781,564,346	\$ 25,573,153	1.46%	0.29%
CPI - All Urban Consumers ³	214.54	236.74	22.20	10.35%	2.07%

¹Equalized Assessed Valuation (EAV) of the Redevelopment Project Area

²Citywide EAV minus the EAV of the Redevelopment Project Area

³Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

C. Would Not be Developed “but for” Tax Increment Financing

The City has found that the Area would not reasonably be developed without the use of tax increment revenues. The City further commits that such incremental revenues will be utilized for the development and revitalization of the Area as provided in the Act. Underscoring the economic need for municipal financial assistance in the form of tax increment financing is the certainty that there will not be commitments for private development and revitalization without the City’s commitment to provide such municipal financial assistance. Even with public financial assistance, redevelopment projects will be a challenge. Furthermore, the eligibility factors documented in this Plan contribute to the “but for” argument. These conditions discourage private investment and will likely worsen as buildings continue to age further. This has been borne out in the City’s attempts to attract property owner/developer/tenant interest to renovate and reoccupy vacant commercial space in the various shopping centers located within TIF Area.

The need for public financial assistance was confirmed by passage of **Resolution No. 29** by the City Council on August 24, 2015 (see **Attachment D** in the **Appendix**). After months of negotiations between the City and BT Bloomington, LLC (the “Developer”), the Developer committed to renovating and retrofitting the vacant former Kmart space in Colonial Plaza for occupancy by a Dick’s Sporting Goods and other new tenants to be determined. In exchange for this commitment by the Developer, the City agreed to pursue the establishment of a TIF redevelopment project area to include Colonial Plaza. Resolution No. 29 further states the intention for the City and Developer to enter into a formal agreement that would include, among other things, a commitment to dedicate a portion of property tax increment generated by the project and a portion of future sales taxes to reimburse the Developer for a portion of the building renovation/retrofit cost. It is anticipated that these types of public/private partnerships will be necessary to induce private investment in other renovation and/or redevelopment projects throughout the Area.

D. Assessment of Financial Impact

The City finds that the Plan and Redevelopment Projects proposed by this Plan will not place significant additional demands on facilities or services for any local taxing body. Currently, police and fire services and facilities appear to be adequate for the foreseeable future. In addition, the City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing bodies. In the event significant adverse impacts are identified that increase demands for facilities or services in the future, the City will consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

E. Estimated Date for Completion of the Redevelopment Projects

The estimated date for completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31st of the year in which the payment to the City Treasurer, as provided in subsection (b) of Section 11-74.4-8 of the Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Area is adopted.

F. Most Recent Equalized Assessed Valuation

The most recent total EAV for the Area has been determined by City to be \$13,911,107, based on McLean County's 2014 tax year (payable 2015) property assessment data. A table with **Parcel Identification Numbers and 2014 EAV** is located in the **Appendix** as **Attachment E**. This is accompanied by maps showing the location of the parcels within the Redevelopment Project Area. After adoption of the TIF Plan, establishing the boundaries of the Redevelopment Project Area and adopting tax increment financing for said Area by the City Council, the City will make a request to the County Clerk of McLean County to certify the base EAV for each parcel of real estate located within the Area.

G. Redevelopment Valuation

Contingent on the adoption of this Plan and commitment by the City to the redevelopment program described herein, the City anticipates that the private redevelopment investment in the Area will increase the EAV of the Area by \$12 to \$13 million (2015 dollars) upon completion of renovation and redevelopment projects. Note however, that the renovation and redevelopment projects will likely occur over an extended time period. It may take the balance of the life of the TIF district to reach this estimated EAV increase.

H. Source of Funds

The primary source of funds to pay for redevelopment project costs associated with implementing this Plan shall be funds collected pursuant to tax increment financing to be adopted by the City. Under such financing, tax increment revenue resulting from an increase in the EAV of property in the Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay redevelopment project costs and retire any obligations incurred to finance redevelopment project costs.

In order to expedite implementation of this Redevelopment Plan and construction of the public improvements, the City, pursuant to the authority granted to it under the Act, may issue bonds or

other obligations to pay for the eligible redevelopment project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, applicable revenues from any adjoining tax increment financing areas, and land disposition proceeds from the sale of land in the Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made a part of a bond ordinance.

I. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into a Special Tax Allocation Fund to be established by action of the City's City Council for the purpose of depositing monies received from the taxes on the increased EAV (above the initial EAV) of real property in the Area. These monies may be used to reimburse private or public entities for the redevelopment project costs incurred or to amortize obligations issued pursuant to the Act for a term not to exceed 20 years bearing an annual interest rate as permitted by law. Revenues received in excess of 100% of funds necessary for the payment of principal and interest on bonds or payment of other obligations and not needed for any other redevelopment project costs or early bond retirement shall be declared as surplus and become available for distribution to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the any projects. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan.

J. Fair Employment Practices and Affirmative Action

The City will ensure that all private and public redevelopment activities are constructed in accordance with fair employment practices and affirmative action by any and all recipients of TIF assistance.

K. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Act. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

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ATTACHMENT A

City of Bloomington Ordinance No. 57

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**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
PROVIDING FOR A FEASIBILITY STUDY AND REPORT WITH RESPECT TO THE
DESIGNATION OF A CERTAIN AREA AS A TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA
(*Empire Street*)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (the “*TIF Act*”), the Mayor and City Council of the City (the “*Corporate Authorities*”) are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the City in which existing conditions permit such area to be classified as a “blighted area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, the legislative purpose of the TIF Act is to encourage development through the use of incremental tax revenues derived from an increase in assessed values in the eligible areas by assisting with development or redevelopment project costs, thereby eliminating adverse and detrimental conditions that erode the tax base both within an eligible area and adjacent to such area; and,

WHEREAS, the Corporate Authorities desire to conduct a feasibility study of certain properties within the corporate boundaries of the City in order to determine the eligibility of said properties as a “redevelopment project area” pursuant to the provisions of the TIF Act, which properties are generally within an area along Empire Street, and bounded on the west by Elder

Street, on the east by Orchard Road, on the north by Rowe Drive, and on the south by Elmwood Road (the “*Area*”) as shown on the map attached hereto and made a part hereof by reference as *Exhibit A*; and,

WHEREAS, the Corporate Authorities have determined that Peckham Guyton Albers & Viets possess the necessary skills and experience to determine if the Area qualifies as a “redevelopment project area” under the TIF Act and to prepare a redevelopment plan and desires to authorize Peckham Guyton Albers & Viets to undertake a feasibility study and to prepare such reports as required with respect to the eligibility of the Area as a tax increment financing redevelopment project area.

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

Section 1. The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this Section,

Section 2. The Mayor is directed to authorize Peckham Guyton Albers & Viets to undertake a feasibility study to determine the eligibility of the Area as a “redevelopment project area” under the TIF Act; and, to prepare a report with respect to the eligibility of the Area under the Act; and, to present a plan for development and redevelopment incorporating all of the matters required by the TIF Act. The Mayor is further authorized to execute and deliver any and all documents to Peckham Guyton Albers & Viets in the possession of the City, as deemed necessary to accomplish said tasks.

Section 3. The purpose of the report and plan is to allow the City to consider adoption of the TIF Act in order to enhance its tax base as well as the tax base for any other taxing district that has jurisdiction, provide new job opportunities for its residents, attract sound and stable

commercial growth, and improve the general welfare and prosperity of the community. Pursuant to the TIF Act, once the City adopts tax increment financing, all real estate tax revenue attributable to any increase in the assessment of property included in the redevelopment project area is distributed to the City for reinvestment in the respective Area for certain purposes permitted by the TIF Act.

Section 4. The City hereby agrees to reimburse itself for the costs incurred in connection with all studies and reports for the Area in the event the TIF Act is adopted by the City and incremental real estate taxes are available for payment of such costs pursuant to the TIF Act.

Section 5. The Corporate Authorities may consider paying for certain redevelopment project costs, as defined by the TIF Act, from incremental real estate taxes in the Special Tax Allocation Fund, as defined by the TIF Act, established for the Area through the issuance of bonds, in the event the TIF Act is adopted. Such redevelopment project costs may include costs of studies, surveys, plans, architectural and engineering services, acquisition of land, rehabilitation of existing buildings, construction of public works, bond issuance costs, and such other items as permitted by the TIF Act.

Section 6. The City Clerk shall cause copies of this Ordinance to be mailed by certified mail or delivered by messenger to all taxing districts that would be affected by such designation in accordance with the provisions of Section 11-74.4-4.1 of the TIF Act, and that the municipal officer who can be contacted for any and all questions, comments, suggestions, or requests for information be directed to:

Tom Dabareiner
Community Development Director
City of Bloomington
115 East Washington Street, Suite 201
Bloomington, IL 61702-3157
Office: 309-434-2226

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED this 24th day of August 2015, pursuant to a roll call vote as follows:

AYES: 8

NAYS: 1

ABSENT: 0

APPROVED by me this 24th day of August, 2015.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Cherry L. Lawson, City Clerk

EXHIBIT A

Map of proposed Empire Street Tax Increment Financing Project Area

EXHIBIT A:
Map of proposed Empire Street Tax Increment Financing Project Area



ATTACHMENT B
Boundary Description

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Empire Street Corridor Redevelopment Project Area

Legal Description

A part of Section 34 and 35 in Township 24 North, Range 2 East and a part of Section 2 and 3 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Colton Avenue and the north right of way line of Empire Street; thence Easterly on said north right of way line of Empire Street to the southwest corner of a tract of land described in Executor's Deed recorded as Document No. 2015-18668 in the McLean County Recorder of Deeds Office; thence Northerly to the northwest corner of said tract described in Document No. 2015-18668; thence Easterly to the northeast corner of said tract described in Document No. 2015-18668; thence Southerly on the east line of said tract described in Document No. 2015-18668 to the northwest corner of a tract described in a Quit Claim Deed recorded as Document No. 2013-25879 in said Recorder Office; thence Easterly to the northeast corner of said tract described in Document No. 2013-25879; thence Southerly on the east line of said tract described in Document No. 2013-25879 to the northwest corner of the West 115 feet of the East 145 feet of the South 115 feet of Lot 1 in County Clerk's Subdivision of the south end of the SW $\frac{1}{4}$ of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian; thence Easterly on the north line of said West 115 feet of the East 145 feet of the South 115 feet of said Lot 1 to the west right of way line of Stortz Drive; thence Northerly on said west right of way line of Stortz Drive to the point of intersection with the westerly extension of the north line of Greenbriar Subdivision; thence Easterly 253.64 feet on said westerly extension and the north line of said Greenbriar Subdivision; thence Northerly 623.81 feet to a point lying 253.64 feet east of the west line of the SE $\frac{1}{4}$ of said Section 34; thence Westerly 253.64 feet to said west line of the SE $\frac{1}{4}$ of Section 34, said point lying 397.69 feet north of the north right of way line of said Stortz Drive; thence Northerly on said west line of the SE $\frac{1}{4}$ of Section 34 to the south line of Pinebach Subdivision; thence Easterly on said south line of Pinebach Subdivision and the easterly extension thereof to the northwesterly right of way line of Towanda Avenue; thence Northeasterly on said northwesterly right of way line of Towanda Avenue to the point of intersection with the southwest right of way line of Robinhood Lane; thence Southeasterly on said southwest right of way line of Robinhood Lane to the east line of Lot 1 Verizon Empire Street Subdivision; thence Southerly on said east line of said Lot 1 Verizon Empire Street Subdivision to the northwest corner of Lot 148 in Fairway Knolls 2nd Addition; thence Easterly on the north line of Lots 148, 149, 150, 151, 152, 135 and the easterly extension thereof and 134 in said Fairway Knolls 2nd Addition and Lots 500, 501, 502 and 503 in Fairway Knolls 9th Addition to the southeast corner of Fairway Knolls 6th Addition; thence Northerly on the east line of said Fairway Knolls 6th Addition to the point of intersection with the south line of Fairway Knolls 7th Addition; thence Easterly on said south line of Fairway Knolls 7th Addition and Fairway Knolls 10th Addition to the southeast corner of said Fairway Knolls 10th Addition; thence Northerly on the east line of said Fairway Knolls 10th Addition and the east line of Lots 245 and 246 in Fairway Knolls 5th Addition and the northerly extension thereof

to the north right of way line of Rowe Drive; thence Easterly on said north right of way line of Rowe Drive and the easterly extension thereof to the east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on said east right of way line of Veterans Parkway / Holiday Drive to the northwest corner of Lot 9 in Resubdivision of Lot 2 Circle Lanes Subdivision; thence Easterly on the north line of said resubdivision to the northeast corner of Lot 10 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 10; thence Westerly on the south line of said Lot 10 to the northerly extension of the east line of Lot 11 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 11; thence Westerly on the south line of said Lot 11 to the northeast corner of Lot 1 in Makewi Subdivision; thence Southerly to the southwest corner of said Lot 1 Makewi Subdivision; thence Westerly on the south line of said Lot 1 Makewi Subdivision to said east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on the easterly right of way line of Veterans Parkway / Holiday Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 1 in Eastland Mall Subdivision; thence Southerly 345.00 feet on the westerly line of said Lot 1 Eastland Mall Subdivision; thence Easterly 204.87 feet on said westerly line of Lot 1; thence Southerly 228.58 feet on said westerly line; thence Westerly 105.00 feet on said westerly line; thence Southerly 112.00 feet on said westerly line to a line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian; thence Westerly on said line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2 and the westerly extension thereof to the westerly right of way line of Fairway Drive; thence Northerly on said westerly right of way line of Fairway Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 7 in Country Club View Subdivision; thence Southerly on the west line of said County Club View Subdivision, Maxine Lartz Subdivision, Pershall Subdivision, part of Lot 2 Davis Subdivision, Shepard's Subdivision and the southerly extension thereof to the southeast right of way line of Towanda Avenue; thence Southwesterly on said southeast right of way line of Towanda Avenue to the easterly extension of the south right of way line of a public alley lying north of and adjoining Blocks 4, 5 and 6 in Davis 4th Addition to Bloomington; thence Westerly on said easterly extension and the south right of way line of said alley and the westerly extension thereof to the west right of way line of Colton Avenue; thence Northerly on said west right of way line of Colton Avenue to the Point of Beginning.

ATTACHMENT C

Existing Conditions Photos

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On September 2nd-4th, 2015 PGAV PLANNERS staff conducted a field review of the properties and improvements located inside the Empire Street Redevelopment Project Area (the "Area"). The following pages contain a series of photographs taken on these dates, which PGAV PLANNERS believes to be representative of the conditions of the Area.

Deterioration (Structures)

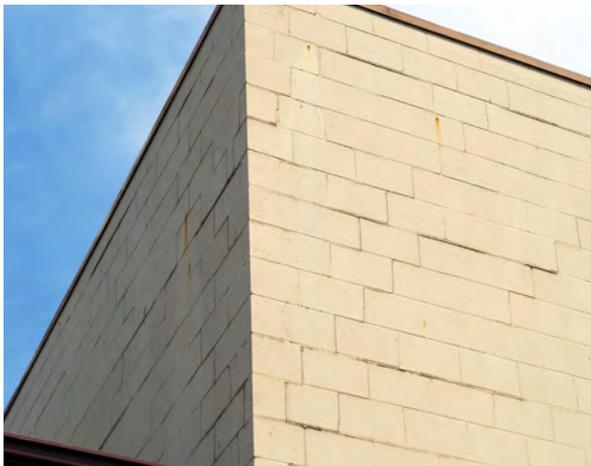
The following pages contain pictures of structures exhibiting deterioration.



The photos on this page illustrate interior water damage inside of the vacant AMF Circle Lanes, bowling alley. (1225 Holiday Drive)



Deterioration (Structures) (cont'd)



Left & Right: Step cracking in the exterior concrete block walls. (1215 Holiday Drive)



Left & Right: Deteriorated wood shakes on the roof of Kep's Country Kitchen. (506 IAA Drive)



Left & Right: Cracking in the concrete block walls of the former K--Mart. (1608 East Empire Street)



Deterioration (Structures) (cont'd)



Left: A crack in the concrete block wall allowing light to pass through K-Mart. (1608 East Empire Street)



Right: Water damage to the interior ceiling tiles. (1500 East Empire Street)



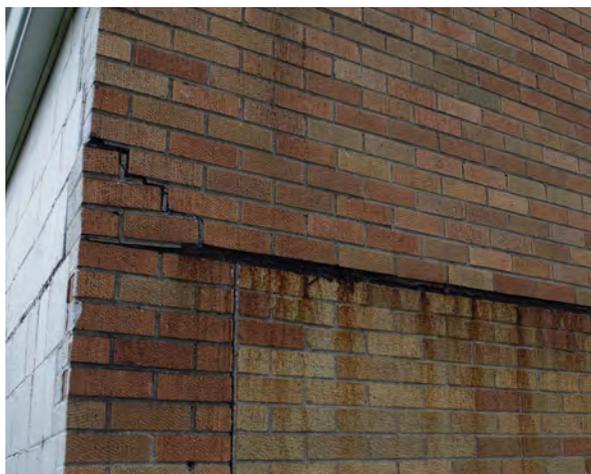
Left: Step cracking in the rear of the former K-Mart. (1608 East Empire Street)



Right: The shingles on the roof of the Moose Lodge are deteriorated. (614 IAA Drive)



Left: The chimney cap on the Moose Lodge has rusted and stained the entire chimney. (614 IAA Drive)



Right: Cracking in the exterior brick wall of the Moose Lodge. (614 IAA Drive)

Deterioration (Structures) (cont'd)



Left: The siding on Bandana's BBQ is deteriorated. (502 IAA Drive)



Right: Water damage to the interior ceiling tiles of the former Circuit City. (1500 East Empire Street, Suite 1A)



Left: The roof of Garden of Paradise is missing shingles. (1412 East Empire Street)



Right: Cracking in the brick chimney of GCE Solutions. (1408 East Empire Street)



Left & Right: The windows sills at Bloomington High School are rusted and deteriorated. (1200 East Locust Street)



Deterioration (Structures) (cont'd)



Left: Water damage on the interior of Bloomington High School. (1200 East Locust Street)



Right: The windows sills at Bloomington High School are rusted and deteriorated. (1200 East Locust Street)



Left: Water seeping through the foundation wall of the boiler room at Bloomington High School. (1200 East Locust Street)



Right: The door on Horine's Piano is deteriorated. (1336 East Empire Street)



Right: Cracking in the exterior brick wall of this multi-tenant building. (1328 East Empire Street)

Deterioration (Structures) (cont'd)



Left: The metal building, at the rear of this multi-tenant commercial building, is dented and the gutters and siding are rusted. (1328 East Empire Street)



Right: The wood veneer on the Dollar General is rotted and peeling off. (1209 Towanda Avenue)



Left: Step cracking in the concrete block walls of the post office. (1211 Towanda Avenue)



Right: Rust from the roof of the Community Players Theatre is staining the gutters. (201 Robinhood Lane)



Left: The shingles on this vacant home, that has been converted into an office, are deteriorated. (1234 Empire Street)



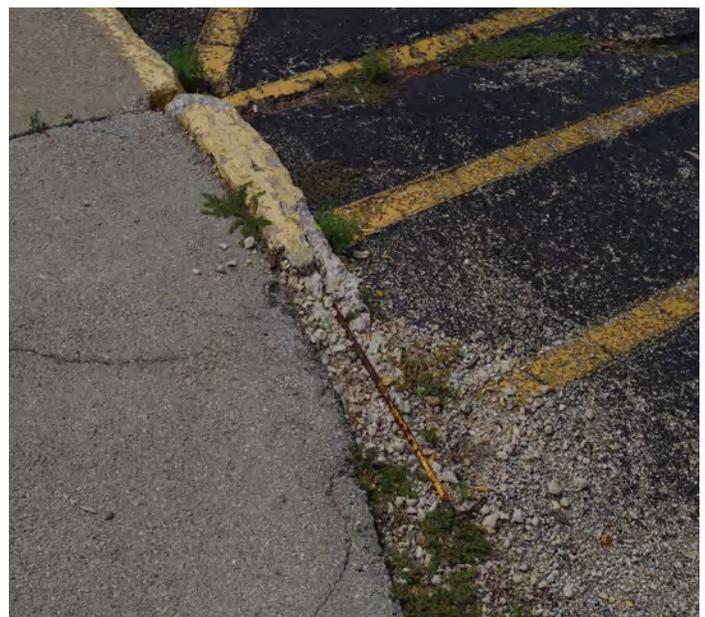
Right: The concrete block wall in the rear of this Towanda Plaza building is deteriorated. (1228 Towanda Avenue)

Deterioration (Site Improvements)

The following pages contain pictures of deteriorated site improvements.



Above: The parking lot at the former bowling alley is deteriorated. (1225 Holiday Drive)



Above: Deteriorated curbing on the lot of the former bowling alley. (1225 Holiday Drive)

Deterioration (Site Improvements) (cont'd)



Above: The parking lot and retaining wall in the rear of the vacant K-Mart are deteriorated. (1608 East Empire Street)

Below: The retaining wall on the west side of the vacant K-Mart property. (1608 East Empire Street)



Below: The gate at the rear entrance of 1608 East Empire Street is severely deteriorated.



Below: The parking lot for Cash Loans on Car Titles is deteriorated. (604 IAA Drive)



Left: The pavement around this storm drain at the Baymont Inn is broken and inlet cover is sinking. (604 IAA Drive)

Right: This landscape retaining wall is leaning and deteriorated. (1412 East Empire Street)



Deterioration (Site Improvements) (cont'd)



Left & Right: Deteriorated pavement in the parking area for 1205 Towanda Avenue.



Left: The fence surrounding the post office distribution center is deteriorated. (1511 East Empire Street)



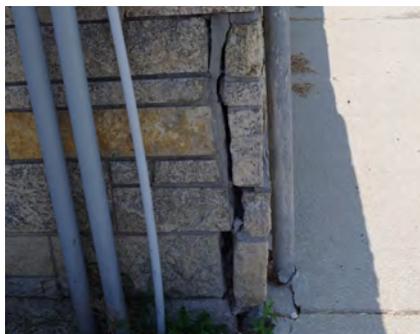
Right: The concrete of this stairwell at Bloomington High School is disintegrating.



Left & Right: The parking lot for Rooms Direct is deteriorated. (1344 East Empire Street)



Deterioration (Site Improvements) (cont'd)



Above: A deteriorated retaining wall located on the west side of the Delta Communities property. (1316 East Empire Street)

Below: A deteriorated landscape retaining wall at Towanda Plaza. (1212 Towanda Avenue)



Below: The rear parking area at the post office is deteriorated. (1212 Towanda Avenue)



Below: The Arby's parking lot is deteriorated. (1240 East Empire Street)



Left & Right: The pavement at this vacant residential conversion is severely deteriorated. (1234 East Empire Street)



PHOTOGRAPHS OF EXISTING CONDITIONS

Bloomington, Illinois

Empire Street Redevelopment Project Area

Deterioration (Right-of-Way)

The following pages contain pictures of deterioration in public right-of-way (Sidewalk, street pavement and/or curb and gutters).



Left & Right: The street pavement along north and south bound IAA Drive is deteriorated.



Left: The street pavement along Empire in front of Bloomington High School is deteriorated.



Right: The curbing for the median along Fairway Drive is severely deteriorated.



Left: The pavement along Fairway Drive is deteriorated.



Right: Deteriorated pavement at the intersection of Empire and Towanda.

Deterioration (Right-of-Way) (cont'd)



Left: A deteriorated sidewalk along IAA Drive.

Right: The pavement along Empire Frontage Road South is deteriorated.



Left: The edge of pavement and the apron entering Colonial Plaza from the south are deteriorated.

Right: The apron leading from IAA Drive to the eastern entrance Colonial Plaza is severely deteriorated.



Deterioration (Right-of-Way) (cont'd)



Left: The curve transitioning IAA Drive from north-south bound orientation to east-west is deteriorated.

Right: pavement along Empire Frontage Road South, in front of the mall, is deteriorated.



Excessive Vacancies

The following pages contain pictures of several of the unoccupied structures throughout the Area.



Left: The vacant former AMF Bowling Alley. (1225 Holiday Drive)

Right: The vacant former K-Mart. (1608 East Empire)



Excessive Vacancies (cont'd)



Left: The vacant former Circuit City. (1500 East Empire Street, Suite 1A)



Right: A vacant former filling station. (1504 East Empire Street)



Left: A partially vacant office building. (1408 East Empire Street)



Right: The post office distribution center is mostly vacant. (1511 East Empire Street)



Left: A vacant former filling station. (1220 Towanda Avenue)



Right: Vacancy in one of the office buildings in Towanda Plaza. (1228 Towanda Avenue)

Excessive Coverage

The following pages contain pictures of parcels of inadequate size or shape for their current uses. This has created complete paving of parcels to accommodate parking needs, complete absence of landscaping and setbacks; pavement abutting sidewalks; etc.



Left: Due to inadequate size of the lot of 508 IAA Drive, the entire parcel was paved to provide sufficient parking and drive lanes.



Right: The shipping and receiving area behind Colonial Plaza is of inadequate size for delivery trucks to easily maneuver.



Left: Due to inadequate size of the lots for the Moose Lodge and Minerva, the entire parcels were paved to provide sufficient parking and drive lanes.



Right: Due to inadequate size of the lots for the GCE Solutions and Kabobs, the entire parcels were paved to provide sufficient parking and drive lanes.



Left: The Arby's parking lot and drive through goes all the way to the edge of Towanda Plaza. (Ie. to the curb for the road)



Right: Due to inadequate size of the lots for Tattoo the Future and the vacant residential conversion, the entire parcels were paved to provide sufficient parking and drive lanes.

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ATTACHMENT D

City of Bloomington Resolution No. 29

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Resolution No. 29

**A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
TO INDUCE THE REDEVELOPMENT OF CERTAIN PROPERTY
WITHIN A PROPOSED TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA
(Colonial Plaza)**

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) of the City of Bloomington, McLean County, Illinois (the “City”), on August 24, 2011, authorized Peckham Guyton Albers & Viets to proceed to prepare a Redevelopment Plan and eligibility report for a proposed redevelopment project area (the “*Project Area*”) generally located along Empire Street in order to implement tax increment financing for the payment and financing of redevelopment project costs incurred within the proposed Project Area, as authorized by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., (the “*TIF Act*”); and,

WHEREAS, the City has been informed by BT Bloomington, LLC (the “*Developer*”), that the Developer owns and intends to redevelop certain commercial property included within the proposed Project Area (the “*Subject Property*”), commonly known as the Colonial Plaza Shopping Center, 1500 East Empire Street, Bloomington, Illinois, and identified by permanent index numbers 14-35-355-017; 14-35-355-018; 14-35-355-019 and 14-35-378-010 and intends to renovate the Subject Property for current commercial uses which require loading docks, improved signage and substantial tenant “build-outs” at a cost of approximately \$10,000,000 (the “*Project*”); and,

WHEREAS, the Developer has also informed the City that the ability to undertake the Project on the Subject Property shall require financial assistance from the City for certain costs that would be incurred in connection with the acquisition and development, which costs would constitute “Redevelopment Project Costs” as such term is defined in the TIF Act; and,

WHEREAS, the Developer would like to incur certain costs in connection with the renovation and redevelopment of the Subject Property prior to the adoption of the TIF ordinances, as applicable to the Subject Property and the approval of an ordinance authorizing the execution of a redevelopment agreement with the City, wherein reimbursement for such costs may be considered as redevelopment project costs subject to certain terms and conditions; and,

WHEREAS, the Developer is prepared to make certain commitments to the City regarding the renovation and redevelopment of the Subject Property and the re-tenanting thereof with retailers not currently doing business in the City as hereinafter set forth; and;

WHEREAS, the City is prepared to make certain commitments to the Developer, upon satisfaction of the commitments of the Developer, to reimburse the Developer for certain costs incurred in connection with the Project from revenues available to the City as a result of the adoption of the TIF ordinances, as applicable to the Subject Property as well as a portion of incremental sales taxes to be generated by retailers not currently operating in the City, all as hereinafter set forth; and,

WHEREAS, the Developer desires to proceed with the Project and also desires that certain costs related to the Project to be reimbursed with revenues available to the City as a result of its adoption of the TIF ordinances, as applicable to the Subject Property to be able to qualify for consideration as redevelopment project costs that can be reimbursed to the extent such costs constitute "Redevelopment Project Costs" as such term is defined in the TIF Act; and,

WHEREAS, this Resolution is intended to allow the Developer to incur certain costs relating to the redevelopment and renovation of the Subject Property that may be considered "Redevelopment Project Costs" as such term is defined in the TIF Act, prior to the adoption of

the TIF ordinances, as applicable to the Subject Property and the approval of an ordinance authorizing the execution of a redevelopment agreement pertaining to the Subject Property, subject to the conditions as hereinafter set forth in this Resolution.

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

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. The Developer is prepared to make the following commitments to the City regarding the redevelopment and renovation of the Subject Property:

- (a) On or before September 30, 2015, the Developer shall have entered into a lease with Dick's Sporting Goods for approximately 50,000 square feet ("*DSG*") of the Subject Property;
- (b) All improvements required to permit DSG to operate shall commence and be completed in accordance with all applicable City Codes and laws of the State of Illinois;
- (c) In addition to DSG, the Developer shall enter into leases with retailers to operate at the Subject Property who are not currently operating within the City's corporate borders (the "*Tenants New to the City*");
- (d) The combined annual sales of DSG and the Tenants New to the City shall be no less than \$20,000,000; provided, that in any calendar year combined annual sales of said retailers fall below \$20,000,000, the Developer shall be entitled to a one-year "cure period" (but only one "cure period" during the term of the agreement to be executed by the City and the Developer) and if the sales for any other year fall below

\$20,000,000 all payments of interest in the reimbursements due from the City as evidenced by a "Note" as hereinafter defined, shall be suspended until a showing of a year in which the sales are no less than \$20,000,000 per year.

- (e) The Subject Property shall be maintained in accordance with all applicable City Codes and laws of the State of Illinois.

Section 3. Upon satisfaction of all of the commitments of the Developer as hereinabove set forth, the City hereby makes the following commitments to the Developer:

- (a) The City shall reimburse the Developer an amount equal to the lesser of 36.52% of the total cost of renovation of the Subject Property or \$4,000,000 (the "Project Costs") from the following sources:
 - (i) An amount equal to the lesser of 20% of the Project Costs or \$2,190,008 ("*Pledged Amount Sales Tax Rebate*") from 33 1/3% of the 1% Retailers' Occupation Tax and the 2.5% Home Rules Sales Tax (together the "*City's Sales Taxes*") shall be rebated to the Developer for a period of ten (10) years, commencing with the year 2017 from the sales for the prior year 2016 by DSG and the Tenants New to the City.
 - (ii) The Developer shall also receive 75% of the incremental real estate taxes as a result of adopting the TIF ordinances as applicable to the Subject Property, for a term of twenty (20) years to pay the difference of the total amount of City's Sales Taxes rebated to the Developer and the total of the Project Costs.
- (b) The City shall also issue a Note to the Developer for a 20-year term in the amount of the Project Costs, which Note shall bear interest of 3.5% and be issued upon completion of the Project and occupancy by DSG and Tenants New to the City. All payments on the Note shall be subject to and conditioned upon compliance with the terms of a redevelopment agreement. In the event annual sales fall below \$20,000,000 for any year during the term of the Note (other than the one year cure period), interest on the Note shall be suspended until such sales return to \$20,000,000.
- (c) The terms hereinabove set forth shall be incorporated into a Redevelopment Agreement by and between the City and the Developer within 45 days of the approval of this Resolution by the City Council.

(d) If for any reason the City fails to designate the Subject Property as a Redevelopment Project Area under the TIF Act, the entire Project Costs shall be paid by rebating 100% of the City's Sales Taxes generated by DSG and the Tenants New to the City for a period of ten (10) years pursuant to a Sales Tax Agreement.

Section 4. That portion of any financial assistance to be rendered to the Developer by the City from revenues available as a result of the adoption of the TIF Act as applicable to the Subject Property, shall be contingent upon the authority, restrictions, terms and conditions imposed by the TIF Act.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

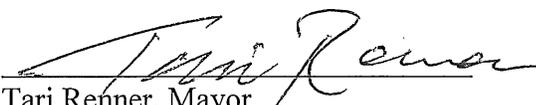
Passed by the City Council of the City of Bloomington, Illinois, this 24th day of August, 2015.

AYES: 9

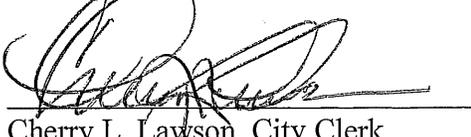
NAYS: None

ABSENT: None

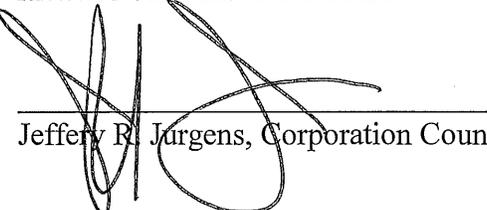
CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Cherry L. Lawson, City Clerk

APPROVED AS TO FORM


Jeffery R. Jurgens, Corporation Counsel

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ATTACHMENT E

Parcel Identification Numbers, Property Owners and 2014 EAV

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Property Identification Number (PIN) List, Owner and 2014 EAV

Empire Street Redevelopment Project Area

City of Bloomington, Illinois

Map Locator No.	Parcel ID No. (PIN)	Property Owner	2014
1	21-03-126-001	BOARD OF EDUCATION	\$ -
2	14-34-379-037	ASBURY ESTATE, MAURINE A	\$ 68,970
3	14-34-379-016	COX, MARGARET M	\$ 40,091
4	14-34-379-014	MULLIKEN, DORENE E	\$ 49,022
5	14-34-452-001	MCLT FSB-1200	\$ 8,216
6	14-34-452-002	MCLT FSB-1200	\$ 44,574
7	14-34-452-003	REGIONS BANK TRUST DEPARTMENT	\$ 40,344
8	14-34-452-004	MC LT FSB-1200	\$ 12,098
9	14-34-452-005	O'ROURKE, THOMAS J %REDBIRD PROPERTY MGT INC	\$ 105,262
10	14-34-452-007	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 117,802
11	14-34-452-006	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 43,727
12	14-34-451-010	STORTZ, G BARRY-TRUSTEE	\$ 293,843
13	14-34-451-046	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 1,342,677
14	14-34-451-013	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 109,084
15	14-34-451-043	FIRST FINANCIAL BANK	\$ 212,394
16	14-34-451-009	ILLINI BANK	\$ 81,724
17	14-34-453-002	E EMPIRE LLC	\$ 9,672
18	14-34-453-005	E EMPIRE LLC	\$ 106,995
19	14-34-480-001	ABELES, RICHARD A	\$ 97,087
20	14-34-480-029	ABELES, RICHARD A	\$ 668,354
21	14-34-480-028	COMMUNITY PLAYERS	\$ -
22	14-34-480-004	ABELES, RICHARD A	\$ 48,398
23	14-34-480-005	ABELES, RICHARD A	\$ 278,370
24	14-34-480-006	MARATHON PETROLEUM COMPANY LP	\$ 82,550
25	14-34-480-022	KEEGAN, ROBERT F & STACIA R	\$ 127,406
26	14-34-480-026	GUTTCHOW, TODD & KIM	\$ 200,307
27	14-34-480-025	PRITTS, LAWRENCE	\$ 84,921
28	14-34-480-008	SEEMAN, CHAD	\$ 82,708
29	14-34-480-030	GROUP OF 5 INVESTMENTS II LC	\$ 373,309
30	14-34-480-031	DELTA COMMUNITY COMPANIES LLC	\$ 224,529
31	14-34-480-018	OREAR, PAMELA D	\$ 124,497
32	14-34-480-019	AMT PROPERTIES	\$ 204,711
33	14-34-480-020	PALMER, ROBERT	\$ 56,667
34	14-34-480-021	CLOTHIER, KENNETH J	\$ 161,870
35	14-35-352-004	NAMOFF, MEGAN A	\$ 62,683
36	14-35-352-005	NAMOFF, MEGAN A	\$ 364,015
37	21-02-103-006	UNITED STATES POST OFFICE	\$ -
38	14-35-354-012	SEEMAN ENTERPRISES LLC	\$ 105,330
39	14-35-354-008	MONSTER PROPERTIES LLC	\$ 185,180
40	14-35-354-009	CUSHMAN, CHRISTOPH	\$ 96,430
41	14-35-354-010	MARS GROUP INC	\$ 123,205
42	14-35-354-011	NOTTOLI TRUST, JOHN G	\$ 203,577
43	14-35-355-017	GMAC	\$ 145,083
44	14-35-355-018	GMAC	\$ 70,093
45	14-35-355-019	GMAC	\$ 2,113,047
46	14-35-378-012	RJ RUST INC	\$ 279,112
47	14-35-378-013	CC PROPERTIES LLC, %FARM BUREAU LIFE INS CO	\$ 296,394
48	14-35-378-010	GMAC	\$ 1,143,142
49	14-35-378-009	LUIS TRABB-PARDO & SHARMAN J HILFINGER TRUST	\$ 175,711
50	14-35-378-008	MAROTT PARTNERSHIP	\$ 139,694
51	14-35-378-005	SADIKU, NAIM & NAJDA	\$ 427,143
52	14-35-378-007	PARDO-TRABB, LUIS & SHARMAN JANE HILFINGER	\$ 239,604
53	14-35-378-006	TRABB-PARDO TRUST, LUIS & SHARMON HILFINGER	\$ 131,417
54	14-35-377-022	HARMON, GERALD	\$ 111,485
55	14-35-377-025	PATEL, BHARAT	\$ 687,500
56	14-35-377-018	AMEREN IP	\$ 38,223
57	14-35-377-019	AMEREN IP	\$ 78,865
58	14-35-377-017	LOYAL ORDER OF MOOSE	\$ 220,230
59	14-35-377-016	LOYAL ORDER OF MOOSE	\$ 80,998
60	14-35-377-015	AMT PROPERTIES	\$ 117,868
61	14-35-377-014	BLOOMINGTON FAIRWAY KNOLLS CHURCH NAZARENE	\$ -
62	14-35-451-019	AMF BOWLING CENTER ATTN REAL ESTATE DEPARTMENT	\$ 45,689
63	14-35-451-020	AMF BOWLING CENTER ATTN REAL ESTATE DEPARTMENT	\$ 28,827
64	14-35-451-021	AMF BOWLING CENTER ATTN REAL ESTATE DEPARTMENT	\$ 524,461
65	14-35-452-014	ALLEN, OTIS	\$ 173,922
TOTAL			\$ 13,911,107



REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: December 14, 2015

SUBJECT: Consideration of approving An Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2015 and Ending April 30, 2016 for the City of Bloomington.

RECOMMENDATION/MOTION: The Council approve the 2015 Final Property Tax Levy Ordinance in the amount of \$24,063,066, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an *estimated* tax levy not less than 20 days prior to the adoption of the final tax levy.

35ILCS 200/18-85 requires said estimate be compared to the prior year aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December which is December 30th. Therefore, the adoption of the 2015 Tax Levy Ordinance is recommended to be placed on the Council's December 14, 2015 meeting agenda. In addition, it is our goal to abate taxes at this same meeting. The City can abate debt service payments needed to keep the bond and interest portion of the levy flat which has been done historically. By bond covenant any debt service payments abated are guaranteed from other revenues sources.

The property tax formula has three components that affect an increase or decrease in real property taxes. The dollar amount requested or levied by the City. The final equalized assessed value (EAV) which is one third of the properties assessed value, and the tax rate which is generated by dividing the levy by the EAV:

Tax formula:
$$\frac{\text{Dollar Amount Requested/Levied}}{\text{Final EAV}} = \text{Tax Rate}$$

The City adopts its estimated tax levy based on a preliminary EAV provided by the Bloomington Township which is subject to the tax appeals process. The Final EAV is completed by January

1st, 2015. The tax rate generated is later applied to individual property owner's tax bills on April 1st, 2015 and bills are sent out on May 1st due in June and September.

It is estimated that by increasing in the 2015 dollar levy by \$344,000 it would be cost neutral to a \$165,000 home owner's property tax. Finance recommends this approach to provide property tax revenue to offset growing public safety labor costs which historically are over \$1,000,000 annually and to address new growth in real estate. This would result in a tax rate decrease of .0019 percent or 1.3192%

<u>2015 Tax formula Estimate</u>	\$ 24,063,066	= 1.3192%
(Preliminary EAV):	\$1,824,013,085	

Historically, expenditures included in the property tax levy for public safety pension and operations make up 45% of the levy, funding of the Bloomington Library 20%, next funding for non-public safety pensions 16% and 9% of the levy is related to bond debt service payments.

The Town of Normal is also experiencing an increase in their EAV, and is raising their dollar levy by \$262,000 which would result in a tax rate of tax rate of 1.3554%

COUNCIL COMMITTEE BACKGROUND: Discussions at the Budget Task Force recommended looking into a possible increase in the City's property tax but with the understanding that the City's tax rate would remain lower than the Town of Normal's tax rate. Under the recommendation proposed this remains true. If the City matched Normal's tax rate the City could raise an additional \$659,607 or a total of \$1,003,607. The estimated impact to a \$165,000 home owner would be an additional \$18 per year.

FINANCIAL IMPACT/ANALYSIS: Finance recommends the Council adopt the tax levy as proposed - \$24,063,066 which increases the overall levy by \$344,000. Please see the attached exhibits for historical information and impact to the average taxpayer.

Respectfully submitted for Council consideration.

Prepared by: Carla Murillo, Budget Manager

Reviewed by: Patti – Lynn Silva, Director of Finance

Legal review: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments

- Tax Levy Ordinance
- Truth in Taxation Form
- Exhibit 1 - Tax Levy Proposal & History
- Exhibit 2 – Estimated Impact to Homeowners
- Exhibit 3 - Growth in Property Values

Motion: The Council approve the 2015 Final Property Tax Levy Ordinance in the amount of \$24,063,066, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE 2015 - ____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2015 AND ENDING APRIL 30, 2016 FOR THE CITY OF BLOOMINGTON

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

Section One. (a) The sum of Twenty-four Million, Sixty-three Thousand and Sixty Six dollars (\$2,063,066) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2015 and ending April 30, 2016, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2015 and ending April 30, 2016 as passed by the City Council of said City at its regular meeting held on the 13th of April, 2015, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2014 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

I.	General Corporate Purposes	\$1,287,233
II.	Police Protection Fund	\$1,526,421
III.	Fire Protection Fund	\$1,355,228
IV.	Public Parks	\$1,001,415
V.	Fire Pension Fund	\$4,196,000
VI.	Police Pension Fund	\$4,008,000
VII.	Illinois Municipal Retirement Fund	\$2,502,907
VIII.	FICA Taxes Fund	\$1,459,009
IX.	General Bond and Interest	\$2,180,143
X.	Public Library Fund	<u>\$4,546,710</u>
		\$24,063,066

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2015 and ending April 30, 2016.

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

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$24,063,066.

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

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

PASSED this 14th day of December, 2015.

APPROVED this ____ day of December, 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK

I, the undersigned, hereby certify that I am the presiding officer of City of Bloomington,

(Legal Name of Taxing District), and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____

Presiding Officer: _____
Tari Renner, Mayor

ORDINANCE 2015 - ____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2015 AND ENDING APRIL 30, 2016 FOR THE CITY OF BLOOMINGTON

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CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS

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		\$24,063,066

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PASSED this 14th day of December, 2015.

APPROVED this ____ day of December, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

APPROVED AS TO FORM

Cherry L. Lawson
City Clerk

Jeffery R. Jurgens
Corporation Counsel

**TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK**

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Date: _____

Presiding Officer: _____

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
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Date: _____

Presiding Officer: _____

Exhibit 1: 2015 Proposed & Historical Tax Levy

<i>Levy Type</i>	<i>2015 Proposed Tax Levy</i> \$344,000	<i>2014 Adjusted Levy Amount</i>	<i>2013 Adjusted Levy Amount</i>	<i>2012 Adjusted Levy Amount</i>	<i>2011 Adjusted Levy Amount</i>
BONDS & INTEREST	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,179,980
FIRE PENSION	\$ 4,196,000	\$ 4,196,000	\$ 3,946,000	\$ 2,908,472	\$ 3,111,552
FIRE PROTECTION	\$ 1,355,228	\$ 1,183,228	\$ 1,183,228	\$ 1,183,228	\$ 1,183,182
GENERAL CORPORATE	\$ 1,287,233	\$ 1,287,233	\$ 1,287,233	\$ 2,901,180	\$ 2,979,867
IMRF	\$ 2,502,907	\$ 2,502,907	\$ 2,502,907	\$ 2,502,907	\$ 2,502,956
LIABILITY INSURANCE	-	-	\$ -	\$ -	\$ -
POLICE PENSION	\$ 4,008,000	\$ 4,008,000	\$ 3,758,000	\$ 3,181,581	\$ 3,306,933
POLICE PROTECTION	\$ 1,526,421	\$ 1,354,421	\$ 1,354,421	\$ 1,354,421	\$ 1,354,332
PUBLIC BENEFIT	-	-	\$ -	\$ -	\$ -
PUBLIC PARKS	\$ 1,001,415	\$ 1,001,415	\$ 1,001,415	\$ 1,001,415	\$ 1,001,487
ROAD AND BRIDGE	-	-	\$ -	\$ -	\$ -
SOCIAL SECURITY	\$ 1,459,009	\$ 1,459,009	\$ 1,459,009	\$ 1,459,009	\$ 1,459,097
LIBRARY	\$ 4,546,710	\$ 4,546,710	\$ 4,546,710	\$ 4,513,477	\$ 4,513,519
TOTALS	\$ 24,063,066	\$ 23,719,066	\$ 23,219,066	\$ 23,185,833	\$ 23,592,905
Dollar Increase/(Decrease)	\$ 344,000	\$ 500,000	\$ 33,233	\$ (407,072)	\$ 6,000
Percent Increase/(Decrease)	1.45%	2.15%	0.14%	-1.73%	0.03%
Estimated Tax Rate	1.3192%	1.3211%	1.3181%	1.3161%	1.3103%
Town of Normal Tax Rate	1.3554%				

Exhibit 2: Impact to Average Taxpayer

Information Table	
-------------------	--

Current Year Tax Levy		23,719,066	
Current Year Tax Rate		1.3211%	
Avg Home Value	\$	165,000	
**2015 Preliminary EAV		1,824,013,085	** The preliminary EAV is subject to change through the tax appeals process.

Dollar Increase	New Rate	Avg Home Value	Old Bill	New Bill	Increase/(Decrease)	
\$344,000	1.3192%	\$165,000	\$727	\$726	(\$1.00)	
\$1,003,607	1.3554%	\$165,000	\$727	\$745	\$18.89	*
\$1,700,000	1.3936%	\$165,000	\$727	\$766	\$39.89	***

* By matching the Town of Normal's tax rate the City could earn approximately \$1.0M in FY2017

*** Approximate Solid Waste deficit for FY2017.



Steven R. Scudder, Assessor
607 S. Gridley St. Suite A, Bloomington, IL 61701
Tel: (309) 828-6016 | Fax: (309) 829-0663
stevenr@assessor-blm.com | www.assessor-blm.com

To: Town Trustees
From: Steve Scudder
Date: November 23, 2015
Subject: Assessor Report

We have completed the assessments for 2015. The county gave a Multiplier of one. The deadline for appeals was November 9th. The two tables is a breakdown of the changes from 2014 and 2015. There have been 338 appeals filed with the Board of Review.

- **Table 1** – is the valuation that was done at the township level for the County.
 - Residential Revaluation had the largest increase.
 - New Residential Construction had the second largest increase.
 - New Commercial Construction had the third largest increase.

- **Table 2** – This is a breakdown of the numbers separation by change code and by use code.

	Change Code	Count	2014	2015	Difference
0		40	4,402,630	0	-\$4,402,630
1	New Residential Construction	176	4,644,768	13,488,153	\$8,843,385
2	Residential Improvements	56	3,137,982	3,536,866	\$398,884
3	New Subdivision Lots	11	0	3,204,721	\$3,204,721
5	Converted Condo	24	390,170	599,141	\$208,971
6	New Commercial Construction	13	2,570,208	7,375,385	\$4,805,177
7	Commercial Improvements	14	6,717,961	8,007,412	\$1,289,451
8	Demo	16	1,658,750	748,946	-\$909,804
9	Exempt to Non-Exempt	6	0	43,175	\$43,175
10	Fire Damage	2	69,431	139,107	\$69,676
11	Sidwell Split	15	0	214,471	\$214,471
12	Sidwell Combination	5	0	774,663	\$774,663
13	Annexation	2	0	25,104	\$25,104
14	Residential Revaluation	11408	696,899,115	708,433,620	\$11,534,505
15	Miscellaneous	4	147,949	235,976	\$88,027
16	Commercial Revaluation	265	55,095,135	56,278,523	\$1,183,388
17	Re-Assessment of Sub Lots	2	1,686	43,775	\$42,089
19	New Sub Lots (Developer's Rate)	34	0	15,340	\$15,340
21	Common Area	4	0	4	\$4
22	Now Exempt	21	1,208,014	74,883	-\$1,133,131
23	Farmland	81	765,236	690,642	-\$74,594
Total		12199	777,709,035	803,929,907	\$26,220,872

Table 1

Change Code	Count	USE	2014	2015	Difference
0	7		0	0	0
0	13	COMM	4,009,212	0	-4,009,212
0	5	FARM	43,818	0	-43,818
0	15	RES	349,600	0	-349,600
1	176	RES	4,644,768	13,488,153	8,843,385
2	56	RES	3,137,982	3,536,866	398,884
3	8	COMM	0	3,183,910	3,183,910
3	3	RES	0	20,811	20,811
5	2	COMM	0	125,716	125,716
5	22	RES	390,170	473,425	83,255
6	13	COMM	2,570,208	7,375,385	4,805,177
7	13	COMM	6,439,722	7,535,436	1,095,714
7	1	IND	278,239	471,976	193,737
8	6	COMM	1,453,194	652,161	-801,033
8	1	FARM	0	6,965	6,965
8	9	RES	205,556	89,820	-115,736
9	1	COMM	0	19,641	19,641
9	5	RES	0	23,534	23,534
10	2	RES	69,431	139,107	69,676
11	1		0	0	0
11	3	COMM	0	130,152	130,152
11	2	FARM	0	22,362	22,362
11	9	RES	0	61,957	61,957
12	2		0	0	0
12	2	COMM	0	755,187	755,187
12	1	RES	0	19,476	19,476
13	2	COMM	0	25,104	25,104
14	11408	RES	696,899,115	708,433,620	11,534,505
15	1	FARM	6,601	6,601	0
15	3	RES	141,348	229,375	88,027
16	250	COMM	53,830,580	54,910,713	1,080,133
16	2	IND	605,778	605,778	0
16	13	RES	658,777	762,032	103,255
17	2	RES	1,686	43,775	42,089
19	34	RES	0	15,340	15,340
21	4	RES	0	4	4
22	17		864,425	0	-864,425
22	2	COMM	190,739	19,859	-170,880
22	2	IND	152,850	55,024	-97,826
23	81	FARM	765,236	690,642	-74,594
TOTAL	12199		777,709,035	803,929,907	26,220,872

Table 2

 **CITY OF**
Bloomington **ILLINOIS**
REGULAR AGENDA ITEM NO. 8F

FOR COUNCIL: December 14, 2015

SUBJECT: City Infrastructure Projects 2015 Progress Report.

RECOMMENDATION/MOTION: Informational item only.

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

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

BACKGROUND: Last year at this time, Public Works, Parks and Water gave a joint presentation on various projects that had occurred during the calendar year. This year, department leaders return, and leaders of Facilities Management and the Police Department joins them.

The presentation is intended to show progress, celebrate the hard work and planning of our City Government, and remind us of what has transpired over the year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works

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

Reviewed by: Steve Rasmussen, Assistant City Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- PPT slides

Motion: Information only

Motion: _____ Seconded by: _____

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

PROJECTS

2015 snapshots from Facilities, Parks, Police, Public Works and Water



FACILITIES MANAGEMENT

Oversaw \$250,000 in repairs to the Abraham Lincoln Parking Garage



FACILITIES MANAGEMENT

\$190,000 Replacement of Police Garage Fire Sprinkler System

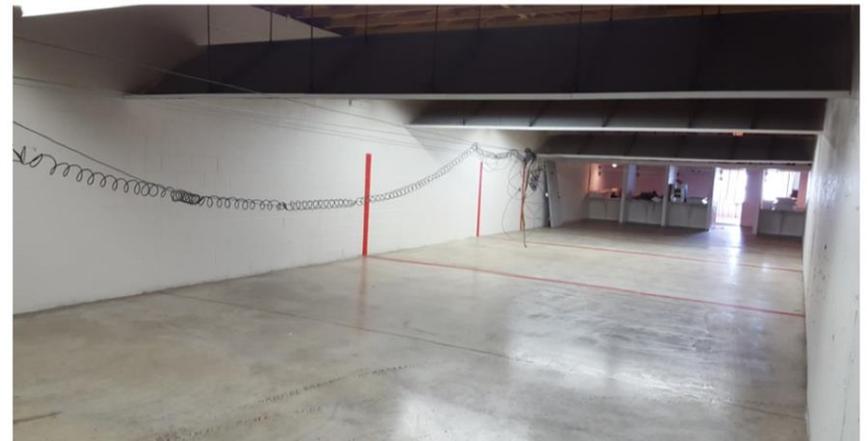


POLICE INDOOR FIRING RANGE BEFORE (MOLD/LEAD) MITIGATION

Police



INDOOR FIRING RANGE AFTER, APPROX. \$67,000



Big Story of 2015: \$1.6M for sewer lining program



Resurfacing: Down year for funding after massive 2014 initiative

Local Motor Fuel Tax: \$2.4 Million

Resurfacing: \$1.9 M

Sidewalks: \$400,000 but no 50/50 Program

Pavement preservation: \$75,000

❑ Major projects:

E. Oakland, East of Hershey

W. MacArthur reconstruction (2014 funds)



Neighborhood sewers: Catherine and Jackson streets: \$360,000



Planning: Big year for Public Works & Council



Master Plans approved 2015

- Stormwater & Sanitary Sewers.
- Sidewalks.
- Bicycles.

Bunn Street Reconstruction
Lafayette to Woodrig

Average Daily Traffic:
2,000-2,950 vehicles

Pavement Condition Ratings:
Lafayette to Tri-Lakes (Poor)
Tri-Lakes to 28th (New)
28th to Woodrig (Undocumented)

W/Brown Realignment
New Alignment

K Road Bridge
Instruction
Pacific Rail Road

General Electric
Signal Installation
at Keaton Place

HANSON
Engineering | Planning | Allied Services

Streets Master Plan
Potential Projects to be Prioritized

Kurt Bialobreski, P.E., PTOE
Becca Wagner, E.I.

Hanson Street/Seminary Avenue
Widening and Reconstruction
Cottage Avenue to Center Street

In progress

Master Plan for major city streets projects

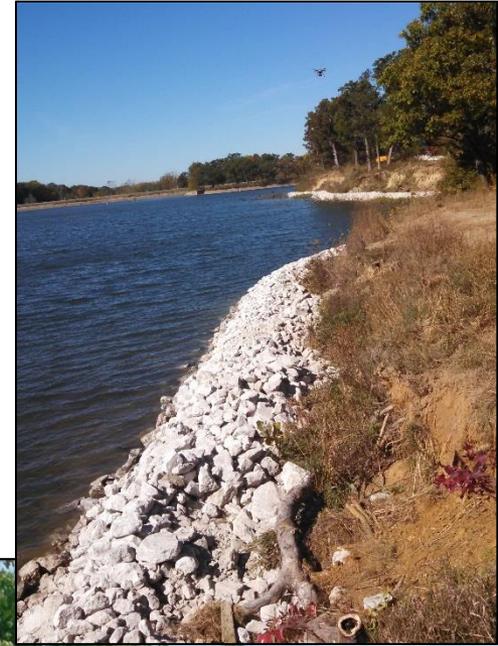
Unwelcome Surprises: Also a big year for Public Works

Public Works



PURIFICATION / LAKE

Water



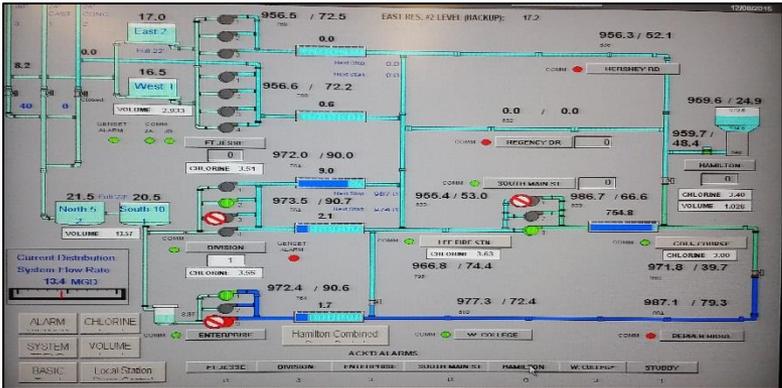
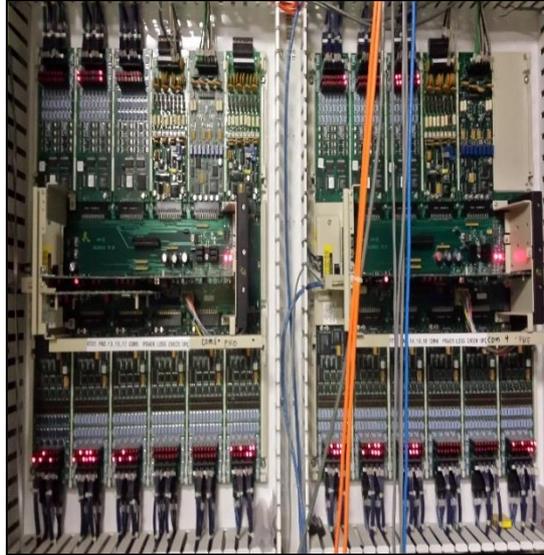
PURIFICATION / LAKE

Water



MECHANICAL MAINTENANCE

Water



DISTRIBUTION

Water



**Know what's below.
Call before you dig.**



Main Street Transmission Main Relocation



**Water Main & Service Replacement
Livingston Street, Beyer Street and Barker**

METER SERVICES

Water

