



CITY OF  
BLOOMINGTON  
REGULAR SESSION  
COUNCIL MEETING  
JANUARY 22, 2018



## **City Logo Design Rationale**

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

## Brief Summary of Five Council Priorities

### Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

#### 1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

#### 2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
  - a. It will take inside and outside **resources to vet potential Downtown projects**.
  - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
  - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.





CITY OF  
*Bloomington*  
ILLINOIS

RESOLUTION NO. 2016 -29

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***A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON***

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**WHEREAS**, the City of Bloomington ("City") is an Illinois home-rule municipality; and

**WHEREAS**, the City is known as the "Jewel of the Midwest;" and

**WHEREAS**, the City is a great place to live, work and play; and

**WHEREAS**, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

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

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

**Section 2.** The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

**Mission:** To lead, serve and uplift the City of Bloomington

**Vision:** A Jewel of Midwest Cities

**Values:** Service-centered, results-driven, inclusive.

**Section 3.** All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

**Section 4.** This Resolution shall be in full force and effect immediately after its passage and approval.

**APPROVED** by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

# AGENDA



## **CITY COUNCIL MEETING AGENDA**

### **CITY COUNCIL CHAMBERS**

**109 EAST OLIVE STREET, BLOOMINGTON, IL 61701**

**MONDAY, JANUARY 22, 2018; 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. Recognition/Appointments**
  - A. Proclamation declaring Centennial of First World War.
  - B. Proclamation declaring January 21 – 27, 2018, National School of Choice Week
  - C. Presentation of the Heritage Awards to the following individuals and projects:
    - Brad Williams—Individual Committed to Preservation
    - Fred Wollrab—Individual Committed to Preservation
    - Bloomington Lodge No. 43 Ancient Free and Accepted Masons—Restoration of 302 E. Jefferson St.
    - Diana Krieg and Dawn Peters—Landscape Restoration for 409 E Grove St.
  - D. Presentation of the Martin Luther King, Jr. Award by the Bloomington/Normal Human Relations Commission:
    - Jordyn Blythe—"I Have A Dream" Youth Award
    - Lorenzo Marshall—"I Have A Dream" Adult Award
    - Xavier Higgins—"I Have A Dream" Adult Award
    - Andre Hursey—"I Have A Dream" Adult Award
  - E. Appointment of Matthew Watchinski to the Bloomington Library Board of Trustees.

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**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.

## 6. Public Comment

## 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 Minutes of the January 8, 2018 Regular City Council Meeting. *(Recommend that the reading of minutes be dispensed and approved as printed.)*
- B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$6,775,578.24 as requested by the Finance Department. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,775,578.24, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving an Appointment to the Library Board of Trustees as requested by Administration Department. *(Recommend Matthew Watchinski be appointed to the Bloomington Library Board of Trustees.)*
- D. Ratification of a Collective Bargaining Agreement between the City and AFSCME Local 699, in relation to employees within the Public Works Department and Parks, Recreation and Cultural Arts Department. *(Recommend the Collective Bargaining Agreement between the City and AFSCME Local 699 be ratified and City staff be authorized to execute the Agreement.)*
- E. Consideration of authorizing a Rejection of Bids for Wide Area Connection (WAN) Circuit Upgrades (RFP #2018-22) as requested by Information Services. *(Recommend the City Council reject all bids for the Wide Area Connection (WAN) circuits.)*
- F. Consideration of an Ordinance Amending the Budget to appropriate and allow Community Development Block Grant funds not used in FY 2017 to be used in FY 2018 as proposed by the Community Development Department. *(Recommend an Ordinance Amending the FY 2018 Budget be approved to appropriate FY 2017 CDBG carry-forward funding for expenditure in FY 2018, and that the Mayor and City Clerk be authorized to execute the Ordinance.)*

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- G. Consideration of adopting an Ordinance approving petition(s) from Bloomington Public School District 87 for the dedication of a 15' Sanitary Sewer Easement at 2502 E. Empire Street (located south of Locust Street and east of Colton Ave) to clarify the existence of a relocated utility easement for the City as requested by the Public Works Department. *(Recommend an Ordinance Approving the Dedication of Several Easements at 2502 E. Empire Street be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of An Ordinance Clarifying Authority of the local Liquor Control Commissioner to sanction Liquor License holders for Failure to Pay Taxes as requested by the Legal Department. *(Recommend an Ordinance be passed clarifying authority of the local Liquor Commissioner to sanction Liquor License holders for failure to pay taxes.)*

## **8. "Regular Agenda"**

- A. Presentation and Update on the FY2019 "Big Picture" Budget *(Presentation by Steve Rasmussen, Interim City Manager 45 minute presentation, City Council 45 minute discussion)*
- B. Consideration of a Resolution recommended by the City's Community Development Department approving an agreement to fund the Small Business Development Center at Illinois Wesleyan University, in the amount of \$9,709.00 for 2017 in 2018, \$26,068.00 for 2018 in 2018, and \$26,068.00 for 2019 in 2019. *(Recommend a Resolution approving the Small Business Development Center funding agreement between the City of Bloomington, Bloomington-Normal Economic Development Council, and Illinois Wesleyan University be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel 5 minute presentation, City Council 5 minute discussion)*

## **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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# RECOGNITIONS



Council Date: January 22, 2018

## COUNCIL AGENDA ITEM NO. 5

### Recognition/Appointments

- A. Proclamation declaring Centennial of First World War.
- B. Proclamation declaring January 21 – 27, 2018, National School of Choice Week
- C. Presentation of the Heritage Awards to the following individuals and projects:
  - Brad Williams—Individual Committed to Preservation
  - Fred Wollrab—Individual Committed to Preservation
  - Bloomington Lodge No. 43 Ancient Free and Accepted Masons—Restoration of 302 E. Jefferson St.
  - Diana Krieg and Dawn Peters—Landscape Restoration for 409 E Grove St.
- D. Presentation of the Martin Luther King, Jr. Award by the Bloomington/Normal Human Relations Commission:
  - Jordyn Blythe—"I Have A Dream" Youth Award
  - Lorenzo Marshall—"I Have A Dream" Adult Award
  - Xavier Higgins—"I Have A Dream" Adult Award
  - Andre Hursey—"I Have A Dream" Adult Award
- E. Appointment of Matthew Watchinski to the Bloomington Library Board of Trustees.

# **PROCLAMATION**

## ***Centennial of First World War***


**WHEREAS**, a hundred years ago the United States of America entered the catastrophic event known as the Great War. 2017 marks the centennial of America's declaration of war against Imperial Germany and America's entry into the First World War; and,

**WHEREAS**, more than 4 million American families sent their sons and daughters to serve in uniform during the Great War, with 116,516 soldiers giving their lives in combat and another 200,000 being wounded; and,

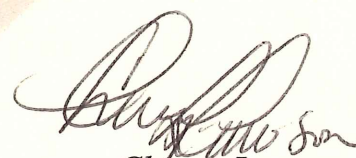
**WHEREAS**, we must never forget the young men and women who made the supreme sacrifice and gave their lives for our country; and,

**WHEREAS**, we honor all who have ever served their country during the Great War and we will never forget.

**NOW, THEREFORE**, I, Tari Renner, on behalf of the City of Bloomington and the Citizens of Bloomington remember and commemorate America's entry into the Great War 100 years ago.

  
Tari Renner  
Mayor



  
Cherry Lawson  
City Clerk



# **PROCLAMATION**

## **Declaring January 21 – 27, 2018 National School Choice Week**

*WHEREAS, all children in Bloomington should have access to the highest-quality education possible; and,*

*WHEREAS, Bloomington recognizes the important role that an effective education plays in preparing all students in Bloomington to be successful adults; and,*

*WHEREAS, quality education is a critically important to the economic vitality of Bloomington; and,*

*WHEREAS, Bloomington is home to a multitude of high-quality traditional public schools, public magnet schools, public charter schools, and nonpublic schools from which parents can choose for their children; and,*

*WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,*

*WHEREAS, Bloomington has many high-quality teaching professionals in traditional public schools, public magnet schools, public charter schools, and nonpublic schools who are committed to educating our children; and,*

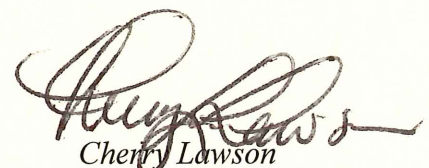
*WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options that challenge and motivate all our students to succeed.*

**NOW, THEREFORE, I, Tari Renner, Mayor of Bloomington do hereby recognize January 21-27, 2018 as**

### **NATIONAL SCHOOL CHOICE WEEK**



Tari Renner  
Mayor



Cherry Lawson  
City Clerk



FOR IMMEDIATE RELEASE

January 17, 2018

Contact: Katie Simpson, Planner, 309-434-2341

### **HERITAGE AWARD RECIPIENTS**

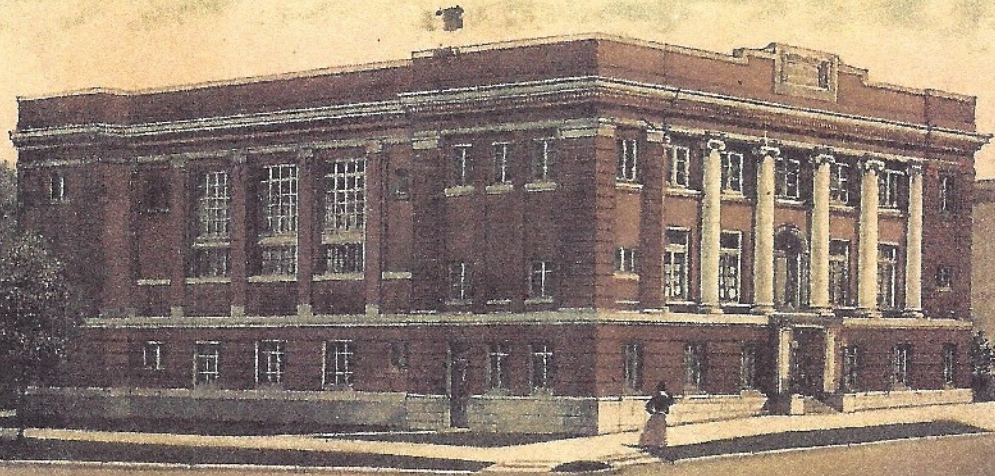
BLOOMINGTON, IL– The City of Bloomington’s Historic Preservation Commission has selected the following as recipients of the 2017 Heritage Award for Preservation Excellence:

- Brad Williams, Individual Committed to Preservation
- Fred Wollrab, Individual Committed to Preservation
- Bloomington Lodge No. 43 Ancient Free and Accepted Masons, Restoration of 302 E. Jefferson St.
- Diana Krieg and Dawn Peters, Landscape Restoration for 409 E. Grove St.

Recipients will be recognized at the January 22 meeting of the City Council.

###

1000. Masonic Temple, Bloomington, Ill.







MASONIC TEMPLE

LEWIS  
PUBLIC SPACE

THE MASONIC FRATERNITY





USMC







MASONIC TEMPLE



MASONIC TEMPLE











Exterior, 402 East Grove Street





## Brad Williams Nomination

- He is a Master Carpenter
- Operates and owns construction and repair business in Bloomington
- Favors working on older homes and accompanying structures
- Restored 2 story 1905 carriage house
- Recreated porch railings and spindles for 1905 Arthur Pillsbury- designed home
- Restores and maintains six historic properties he owns
- Work he has done:
  - Repaired and rebuilt front porch column and rail repair
  - Repaired and rebuilt front porch for the Stevenson House.
  - Repairs on dormer, storm windows, roof sheathing boards, porch floor, column bases and porch columns
  - Side porch rebuilt
  - Storm damage repaired on front porch and dormer
  - Repairs to house siding and carriage barn
  - Repairs of original front porch columns. Removal of newer aluminum columns and railing and installation of original ones. Installation of new garage doors.
  - Exterior house repairs including rebuilding and repairing bay windows on west side.
  - Window repairs and rebuilds
  - Repairs on front and back of house and installation of original windows
  - Exterior repairs including decorative trim, front porch floor and railings
- Only a sample list of the work that Mr. Williams has done over the years
- Committed to preservation of historic infrastructure such as curbs, brick streets, hitching posts, street lamps and carriage walks
- Involvement with the Old House Society
- Leadership shown in Bloomington Historic Preservation Commission
- Current president of Dimmitt's Grove Neighborhood Association
- Steward of Bloomington's architectural heritage

## **Fred Wollrab Nomination**

- Due to Mr. Wollrab's vision and hard work, the historic downtown can be celebrated and enjoyed today and in the future
- Born in Bloomington, and moved to Michigan after school, he came back in 1972. He returned at the request of his family to manage properties downtown.
- Mr. Wollrab brought creative vision and sensitivity to the history and architecture that serves as a basis for downtown lofts and vibrant business today.
- Most significant effort in preservation is of the south block of downtown square.
- Mr. Wollrab is owner of the buildings in the 100 block of West Front Street
- Mr. Wollrab sought historic status for his West Front Street buildings, in a move to stop demolition
- His action preserved the south block, and ignited local revolution with the election of a mayor with strong views against demolition and passion for downtown.
- Mr. Wollrab's renovations of space are unique, artistic, creative and highly sensitive to the materials he used in the buildings
- The lofts are modern amenities with high ceilings, detailed woodwork, transom windows and brick walls
- First floor businesses are reflective of both past and present
- In 1994, The Pantagraph detailed his renovation of The Phoenix, 106 West Washington built in 1856
- In 2000, Mr. Wollrab saved vitrolite from a building he was renovating on North Main Street and shared it with the restoration efforts of the Normal Theater-examples of his global approach to historic preservation
- Mr. Wollrab's buildings range throughout downtown
- Passing legacy through Bobby Vericella, with whom he has done renovation projects downtown
- His legacy of historic preservation is rich and deep
- We owe him a debt of gratitude for saving our heritage and launching the revitalization efforts today

## 2018 Martin Luther King Jr Awards

On behalf of the Bloomington Human Relations Commissions, I would like to recognize this year's Dr. Martin Luther King award recipients.

It's a tradition that the Bloomington Human Relations Commission identifies youth and adult citizens who will be honored for their part in furthering the dream of the Rev. Dr. Martin Luther King, Jr.

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### AWARDS

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It's my pleasure to announce Bloomington's "**I have a Dream**" award recipient **Jordyn Blythe**.

Ms. Blythe is a Senior at University High School where she's proven herself to be an upstanding student and leader. In addition to her academic success, she serves as Student Body President and participates in band, theater, choir, and the award winning speech team.

One of her proudest accomplishments is helping to found the Black Student Union where she works with others to raise awareness regarding social justice issues. Outside of the classroom Jordyn enjoys working with Jack and Jill of America, volunteering with Home Sweet Home Ministries, Home of Hope, and Serve Plus One – a non-profit she helped found. Her positive attitude and energy are wonderful attributes that help her find success in these and many other endeavors.

Jordyn exemplifies the qualities of a young leader and has a bright future.

In the Adult Award category, I'm pleased to announce the 2018 adult award winner is the late **Mr. Lorenzo Marshall**.

Many of you may remember Lorenzo, an active volunteer in numerous professional and community organizations. For years, he coordinated the annual Juneteeth celebrations – working tirelessly to bring the community together in observance of this special day.

At State Farm Insurance, where he was employed for 40 years, he took pride in the mission of the African American Forum Employee Resource Group. His passion for educating, mentoring, and helping everyone feel welcome touched many lives.

A dedicated volunteer, he served as President of the Black Data Processing Associates where he worked to develop learning opportunities to expose students to new technologies. His dedication to helping others find their true potential will leave a lasting and positive impact on our community.

It is an honor to recognize the memory of Mr. Lorenzo Marshall as part of our 2018 Martin Luther King Jr. Awards program.

I would also like to recognize an individual who is an employee of the City but also was selected as the Town of Normal's 2018 Adult Award Winner.

**Andre Hursey** is a consistent and positive influence in the lives of many young people. His passion and dedication to serving others is truly remarkable.

Inspired by the efforts of his mother, Andre has taken it upon himself to be a positive mentor and serve those in need. For years he has volunteered and assisted many organizations including the Boys and Girls Club, and the Western Avenue Community Center.

He's also a familiar face at Bloomington Junior High School and Normal Community West High School where he regularly volunteers. Earlier this year he established the Jule Foundation, a non-profit organization that is helping children reach their potential in and out of the classroom.

These awards were presented at the 42<sup>nd</sup> Annual Dr. Martin Luther King, Jr. Awards luncheon this past Saturday on January 20<sup>th</sup>.

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: January 22, 2018

**SUBJECT:** Consideration of approving the Minutes of the January 8, 2018 Regular City Council Meeting.

**RECOMMENDATION/MOTION:** That the reading of minutes be dispensed and 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 minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved 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 that reads "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen, Interim City Manager

**Attachments:**

- January 8, 2018 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, JANUARY 8, 2018; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, January 8, 2018.

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

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: Steve Rasmussen, Interim City Manager, Jeffrey Jurgens; Corporation Counsel, Cherry Lawson, City Clerk; Patti-Lynn Silva, Finance Director; Greg Scott, Assistant Chief of Police; Brian Mohr, Fire Chief, Scott Sprouls, IS Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; and other City staff were also present.

**Recognition/Appointments**

- A. Introduction of Robert Mahrt, Interim Community Development Director
- B. State of the City Address, Mayor Tari Renner (*Presentation 10 minutes*)

**Public Comment**

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council.

Scott Stimeling	Donna Boelen	Tyson Mohr
Tim Tilton	James Pearson	Jim Waldorf

**“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.)*

**Motion by Alderman Hauman and second by Alderman Mwilambwe that the Consent Agenda be approved with the exception of Item Nos. 7C and 7E.**



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

**Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Black, Buragas, Schmidt, Hauman and Bray.**

**Nays: None**

**Motion carried.**

The following was presented:

Item 7A. Consideration of approving the Minutes of the December 18, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$14,501,208.56. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$14,501,208.56. and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of approving the revised schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2018 Calendar Year. *(Recommend Council approve revised 2018 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.) (Pulled from the Consent Agenda for Council discussion)*

**Motion by Alderman Bray and second by Alderman Sage that the Committee of the Whole Meeting be stricken for the proposed January 16, 2018 and approve the remainder of the calendar as proposed. The City Code does not automatically reschedule a Committee of the Whole Meeting if that meeting falls on a holiday. The Committee of the Whole Meeting is not a required scheduled meeting per the Code.**

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

**Ayes: Aldermen Painter, Sage, Mwilambwe, Schmidt, and Bray.**

**Nays: Aldermen Black, Buragas, Mathy, and Hauman**

**Motion carried.**

The following was presented:

Item 7D. Consideration of approving an Agreement with Tyler Technologies Inc. for Maintenance and Support to provide a computer-aided dispatch solution for use by the Police and Fire Departments. *(Recommend that an Agreement with Tyler Technologies be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7E. Consideration of approving a Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts to establish, define, and coordinate a mutually beneficial relationship. *(Recommend City Council approve a five year automatic renewing Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts, and authorize the Mayor and City Clerk to execute the related documents.) (Pulled from the Consent Agenda for Council discussion)*

**Motion by Alderman Schmidt and second by Alderman Hauman that this item be tabled until not later than March 1, 2018 to a Work Session or Committee of the Whole in order for Council to review and discuss the item further.**

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

**Ayes: Aldermen Painter, Mathy, Sage, Mwilambwe, Buragas, Schmidt, Hauman and Bray.**

**Nays: Alderman Scott Black**

**Motion carried.**

The following was presented:

Item 7F. Consideration of authorizing a Rejection of a Bid for New Single Line Stopping System with Air Drive Motor. *(Recommend City Council reject the bid for a New Single Line Stopping System with Air Drive Motor.)*

The following was presented:

Item 7G. Consideration of a Resolution accepting the Warranty Deed for Lot 219 in Wittenberg Woods at Prairie Vista Second Addition to fulfill the park land dedication requirement set forth in the Annexation Agreement between the City of Bloomington and Wittenberg II, LLC. *(Recommend approving a Resolution accepting the Warranty Deed for Lot 219 in Wittenberg Woods at Prairie Vista Second Addition to fulfill the park land dedication requirement set forth in the Annexation Agreement between the City of Bloomington and Wittenberg II, LLC be approved and authorize the Mayor and City Clerk to execute the necessary documents.)*

RESOLUTION NO. 2018-1

A RESOLUTION ACCEPTING THE WARRANTY DEED FOR LOT 219 IN WITTENBERG WOODS AT PRARIE VISTA SECOND ADDITION TO FULFILL THE PARK LAND DEDICATION REQUIREMENT SET FORTH IN THE ANNEXATION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND WITTENBERG II, LLC

The following was presented:

Item 7H. Consideration of approving an Ordinance adopting a Sexual Harassment Policy. *(Recommend an Ordinance Approving the City of Bloomington Sexual Harassment Policy be adopted and the Mayor and City Clerk authorized to execute the Ordinance.)*

ORDINANCE NO. 2018- 1

AN ORDINANCE ADOPTING THE CITY OF BLOOMINGTON  
SEXUAL HARASSMENT POLICY

The following was presented:

Item 7I. Consideration of adopting an Ordinance approving a petition from Vale Church for the dedication of a 20' utility easement, located at 3211 Ireland Grove Road. *(Recommend an Ordinance be passed approving the easement dedication plat and that the Mayor and City Clerk be authorized to sign the necessary documents.)*

ORDINANCE NO. 2018 - 2

AN ORDINANCE APPROVING THE DEDICATION OF AN EASEMENT LOCATED AT 3211 IRELAND GROVE ROAD, BLOOMINGTON ILLINOIS

**“Regular Agenda”**

The following was presented:

Item 8A. Presentation and discussion of The Downtown Task Force Final Report. *Discussion only. (Presentation by the Downtown Task Force 10 minutes, Council discussion 20 minutes.) No Motion.*

Alderman Buragas stated, the Bloomington Downtown Task Force was formed on May 8, 2017, with the explicit goal of establishing top priorities for Downtown Bloomington for the next three to five years, and to come up with some sort of action plan to move those priorities forward.

The Task Force were directed to provide a clear line of sight between those recommendations that we make and the existing planning documents. The Task Force has accomplished that goal as you hoped it would. Each section contains a number of citations back to our master plans, so you'll know where we got some of these ideas and why we believe that there's firm justification for doing that.

The process was relatively straightforward. We started with the planning documents which were provided to all of our members. Those included the Bloomington Comprehensive Plan, also known as, "Bring It On Bloomington." It also included the Downtown Strategic Plan which is often referred to as the "Far Plan," and a few other smaller plans such as the Downtown Street Gate Plan looking at the downtown area.

We also held a public listening session that was well-attended, whereby all of our meetings were public, and publicly posted. The initial preliminary findings were reported on August 31st and then the final report was ratified on October 24<sup>th</sup>. Final report organization that we were encouraged by Tom Dabareiner, the former Community Development Director begin looking at ways to improve the downtown area in three different categories: place-making, supportive, and catalyst.

We recognize, primarily, improvements in place-making will benefit those who already visit the downtown area, which is a very worthwhile endeavor. So, we didn't make a lot of recommendations in that area, because we know that this Council knows that's a given--that downtown infrastructure needs to be taken care of. But we did make some recommendations with regard to parking.

Finally, the catalyst, which, by far, took up the least amount of time on the Task Force. We really did focus on the place-making more so than anything because, that is the least investment that can be made with potentially the highest return. Mr. Dabareiner encouraged us to look at a catalyst project in a much narrower focus than perhaps I had been, and to look only at those projects that are likely to bring large numbers of new people into the downtown area on a daily basis.

Public decorative lighting received a lot of public support. And we've certainly seen the impacts of that because our Parks Department is already ahead of us on this one. In this holiday season, had more decorative lighting than in the past, and I've heard lots of compliments about the downtown area in that regard.

Public art also receive much support as well. We already have a very robust art community in the downtown area. It's something that our residents value. We can also make that functional. This is one of my favorite examples of that, a crosswalk that is marked. So not only does this type of activity enhance the appearance of downtown, but it also has safety aspects, by reminding drivers and other users of the street that this is an area where pedestrians are welcome.

Next, we get into public spaces and walkability. Again, this is an area where we received a lot of public feedback, and some of the proposals that were initially mentioned turned out to be our experts helped advise us on which ones were most likely to be successful in our area. So, one we heard a lot about was the potential of a pedestrian mall. That is, closing down a street and making it pedestrian only. We were encouraged to be cautious in that regard and not to get ahead of ourselves, that other methods might be more effective because many communities have found, unfortunately, that if you close down a street too soon or you can have a very negative impact on those local businesses.

We don't want to do anything in the downtown area that's going to hurt any of the individuals who have already invested a great deal in that area. But we can still achieve that feeling and that desire, and that's looking at some of the innovation in what's called a, "Shared space model."

The other one is public spaces in terms of public plazas. We heard a lot from residents about a desire to have more places for public gathering. And here's where we kind of as a downtown luck out, because we already have a public plaza in front of the Law and Justice Center.

The final area we looked at in terms of that supportive was parking. The Task Force is intimately aware that it was a limited process. While we may make recommendations, a great deal more due diligence needs to be taken before any of these particular recommendations can be followed through by council. This is a good example of this.

One of the recommendations is to take Main and Center, reduce it from two lanes down to one so that both sides of the street can have diagonal parking. This is a relatively quick and easy way to increase the amount of parking in the downtown area in the short-term.

A couple of areas of opportunity in the very, very short-term that I would like the Council to at least think about in terms of moving forward. Front Street is in terrible condition. It's gotten significantly worse because of the infrastructure that was performed this summer, and it needs to be resurfaced. In fact, the Public Works Department tentatively has both Front and Jefferson in the downtown area under the resurfacing plan for next year.

This presents an opportunity to consider a public plaza, as residents in the community would like more opportunities for having public areas. Regarding the shared street model, Jefferson Street is up for resurfacing. One thing the Council may want to consider is whether we want to try something different. There's no single model; however, you can see how in a downtown area, this creates a different feeling, a different ambience, a different way of using and interacting with the public right of way. And actually, recapturing that public right of way, which is pretty prime area in a downtown, so that everyone can use it.

Alderman Buragas suggested as a pilot project, that Council consider the Northern block of Jefferson Street that is bordering the History Museum. That square is considered to be an area of prime use in terms of public events. It has the Farmer's Market every Saturday. That we might consider whether or not we want to do a pilot project there to see what we can achieve, to see what we can do in the downtown area.

Alderman Schmidt thanked the Task Force for its work and asked how much funding it take to change the look and feel around the court house. Alderman Buragas stated, she does not have that figure, as that was a limitation of the Task Force. That although the Task Force could have used city resources and staff, they chose not to do so. If the Council is interested, perhaps the Public Works Department could provide us with some concept or some way to get that information.

Alderman Hauman thanked the Task Force and stated, she had attended a couple of meetings as well as some of the public meetings, and the discussions were robust. I saw things suggested that I never would have thought of for downtown.

Alderman Black thanked Alderman Buragas for the presentation and leadership on the Task Force then asked whether there a vision to bring back actual ordinance recommendations to accomplish some of the things highlighted in this plan. Alderman Buragas stated, that depends on the Council's

discretion. I certainly would defer to the mayor if he has a specific idea for how to move forward. As Task Force Chair, what I would like to see is the Council ratify the recommendations in the Final Task Force Report as it would empower staff to begin looking into some of the proposals.

Alderman Black stated from a policy stand-point, there was some discussion nearly five years ago to shut down Main Street from 10 p.m. to 2 a.m., Thursday, Friday and Saturday. He suggested the City take action on it. He commented on the parking concerns in the downtown area stating, perhaps we need to accommodate that to drive those visitors down there. I'm a big believer too that we need to be having paid parking. They should be metered, and a dollar an hour. And if you buy a cup of coffee or get a sandwich or whatever it might be, buy something, you can get your ticket comped. These are the types of things that can be revenue generators for us, that can fund some of these types of projects. I would really encourage the Mayor and this Council to seriously consider these types of proposals to actually make some definitive changes to our downtown.

Mayor Renner expressed his agreement, and indicated that he would be willing to work with any of Council to bring forward an ordinance.

Alderman Mathy thanked Alderman Black for bringing forth his concerns and questions. One of the more pressing concerns from property owners in the metro downtown area is they want the ability to do more. They feel like right now that they're constrained in terms of things like the ability to do decorative lighting outdoors. We heard multiple requests from people that they want to do more plantings and more flower pots, and more decorations and things of that nature. Multiple owners expressed frustration in that Council could change an ordinance to permit outdoor cafes; however, there is no ordinances in place to prohibit stores from having outdoor sidewalk sales and things of that nature.

Alderman Buragas stated, many of these proposals are interrelated, and parking is an excellent one. There is a reason we have a perception issue, and that has to do with the willingness to walk scale. And then in downtown Bloomington, the willingness to walk is about 500 feet. In a fully robust revitalized downtown, you can expect something almost three times as far. We could tell people just walk farther, but I think we would be unsuccessful in that because there's a reason people don't want to walk in our downtown, it's because it lacks walkability.

The following was presented:

Item 8B. Discussion and possible direction on the operational structure of the John M. Scott Health Trust. *(Review, discuss and provide direction on the operational structure of the John M. Scott Health Trust.) (Presentation by Jeffrey Jurgens, Corporation Counsel, 10 minutes and Council discussion 20minutes.) No Motion as Council provided direction to staff proceed forward as presented, with the amended declaration of the bylaws that set up the John M. Scott Trust, that supports the all grants model concept. City would assume responsibility for the JM Scott Trust, expense and staff involvement, and return to Council with a final proposal for its consideration.*

Mr. Jurgens provided an overview of this item. Then, Supervisor Skillrud would like to offer a few comments, and Susan [inaudible 00:31:59] from the commission. Tom Herr, Attorney for the Trust is also available to answer questions from the Council.

The council memo provides kind of a high level overview, but essentially, the last time we talked about this, there seemed to be what we considered to be a consensus or some growing direction to look at a model that focused more on grants from the trust as opposed to direct services. However, one of the items that was discussed by several council members was having kind of a revolving grant that could potentially go to Bloomington Township. That would continue to allow the supervisor in the township to continue to provide some direct services that was being advocated for by Supervisor Skillrud.

Mr. Jurgens referenced the revised documents presented to Council an amended Declaration of Trust that sets up kind of this new format and this new programming, along with what would be new Bylaws for the Commission. The Commission remains purely advisory. They would be responsible for evaluating and recommending a small number of grants, you know, say, four to five grants to different organizations that provide kind of the medical services that were originally contemplated by Judge Scott.

One of those would potentially be to the Bloomington Township that could continue to provide the type of direct services that were being proposed by Supervisor Skillrud. These recommendations would then come from the Commission to the City Council as trustee. The Council would then have the ultimate say on whether or not you agreed with the grants that were being proposed, and whether or not they should be funded or not, and how that money is going to be spent. There are a couple of caveats to all of this, this contemplates that we would dissolve the Intergovernmental Agreement with the Township; the Township would no longer be serving as the administrator of this Trust. Instead, we've looked at maybe doing an internal operation of that with our current Grants Coordinator, Jennifer Toney, potentially being that person that would help. We still need to, kind of, do some final evaluation as to what exactly those time commitments would be and what the reimbursement would be for that.

Two other quick things to mention about the way these documents were drafted. The Commission is a little bit of a different make up than what we currently have. The Commission is made up of certain representatives from certain entities within the community. The new proposed make up is to have certain disciplines, medical backgrounds, finance, and administrative backgrounds. There is not any specific organizations that we will pull people from with limited exception to that. Under the proposed bylaws, it says that one of the members can be a representative from Bloomington Township or a representative of other township supervisors.

Council does have the option, to continue to require the supervisor of Bloomington Township to be a standing member of that Commission, and you can either have that in the bylaws or in the trust document. If it's in the trust document, we have to go back to court to revise that. If it's in the bylaws, that's just going to require your approval to have a little bit more flexibility and change that. The same goes with how strict or how you want to set up that potential revolving grant to the City of Bloomington Township.

Mr. Jurgens stated, the documents in the packet are the bylaws for the Commission, which essentially provide that the Supervisor every year can submit a proposal for one of those direct services grants. The Commission would evaluate and make the recommendations to you as the Trustee. Depending upon the direction of the Council, the City could narrow or broaden, how it is set up in the documents proposed to you. If you wanted to be more, an alternative to that would be to put it in the

actual trust document or more clearly stated in the bylaws; that is, to be one of the potential grants that is going to be considered each year, depending on there being a need for that.

Once staff has prepared those documents, we will present it along with an ordinance to authorize all of these changes to dissolve the Intergovernmental Agreement. Then we will have to go into court to amend the trust, as well as amend the declaration.

Mayor Renner asked, what problem are we trying to fix?

Mr. Jurgens stated, there are couple problems that we're trying to fix. One, we're trying to make sure that we keep overhead cost as low as possible of the Trust. We're trying to maximize the amount of people that are helped and served by the money that we're using from the trust. We're also trying to navigate a changing healthcare landscape where people are getting their healthcare needs met in different ways from the government.

Ms. Skillrud stated, that she agrees with some of the changes proposed in the amended documents, both the declaration of Trust and the bylaws, as well as the clarification to serve all of McLean County. She agrees with the clarification of the staff administrator and the rules and responsibilities of the trustee and the commissioners. I think there are some good things in there, especially with Conflict of Interest as well.

In reviewing the staff administrator information, I do think that this is...the amended documents do add more time to what's existing in the efforts to administrate additional...or take minutes and do additional reporting and administrative duties for the other committees that they're providing in there. She ask whether it is the City Council's intention to transfer the trust dollars to a 501(c) (3). She asked whether it is possible for the Trust remain at the City, as a way to save spending time and effort and money in revising the whole document. This document positions it for a 501(c) (3). What we have in an existing document that can be tweak is far more supportive of fluctuations in the economy, or the medical and health related issues that may pop up.

Right now, as the past practice and what has happened, is a fluctuation in grants already. Since 2014, when we knew Affordable Care Act was coming into play, grants have increased in terms of how much we've spent on grants and what's been budgeted for that. There has still maintained a direct services component of that. A lot of the direct services component needed to be tweaked.

Those tweaks could have benefited many more people in terms of those that are on Medicaid, but those services aren't being provided, and no income. Those with no income that could have helped as well. So, I just wanted to state that. Coming from the social service perspective, I see this on a daily basis in terms of what's presented at the Township.

The greatest transparency to the public is to abide by Open Meetings Act. If the Commission complied with the Open Meetings Act, a lot of the redoing of the bylaws is not necessary. Article 6, "The meeting of the bylaws" would not even be a part of it because it would be a part of the city. What the bylaws could be codified to add to the city code just like any of the other commissions and committees.



Third and lastly, there is a concern. I appreciate the fact, first, that the City of Bloomington Township was written in there as a revolving grant, but there are concerns with that and I'm going to express that to you now. If it is the intent of the City Council to serve the population of McLean County residents in identifying the unmet need...I mean identifying unmet need through a program such as Township, then we have an issue because the City of Bloomington Township serves only those individuals within the boundary of the City of Bloomington. She asked, who then would serve the other individuals of McLean County? If you say other townships such as Normal Township, what about the extended areas of McLean County?

Ms. Skillrud stated, the restriction that the City of Bloomington has is significant. It only deals with City of Bloomington, and that's something that we would need to address. In finalizing this, whether this become a City of Bloomington administrated John M. Scott program, or it remains that the City of Bloomington Township which at this point, we are at four percent (4%) administrative cost. I find that our situation is very competitive in terms of how we're dealing with administratively. I believe that the direct services should be still considered, and I ask you to think through that.

Mr. Herr stated he was willing to address the Council with my thoughts and comments. Sue Grant is also here, if you have questions.

Mayor Renner asked for clarification of Mr. Herr's role as an attorney. He asked whether Mr. Herr is the attorney for the Scott Commission or the Scott Commissioners, as it is unclear.

Mr. Herr stated most of his interactions has been with, from a legal standpoint, has been with Mr. Jurgens, the City Council and the Commission. He had addressed the City Council as a whole. But from a legal standpoint, I represent the trustee, not the mayor, not the individual council members, the City of Bloomington as a trust. It's a little bit unusual. He represents the Trust, the entity itself.

His approach to this has been to take into account the strategic planning process that the Commission went through, of which Deb Skillrud was the city's representative in that as the administrator of the trust. Ms. Skillrud was certainly in some of those early planning meetings. The Commission also engaged an independent strategic planner, as my recollection.

The City Council directed the Bronner Group to conduct an audit and an evaluation, and they also asked for my input, which he had provided. He provided a strong recommendation based upon that process and also based upon my experience as a Trust Attorney, that the City Council consider this format. It's not criticism of Deb Skillrud or the Township for the work that has been done. It's not a criticism of anyone. It's really a change in circumstances. This has been a lengthy process and when I look at who is going to best determine the needs of the community that lies with the healthcare professionals in the community. They have relied heavily on their own process. I think, every three years they undergo a needs assessment on their own. All of the hospitals, the public and the mental health department, all of them have gone through this process. They intend to continue to do that and that would be an integral part of how the Commission determines what those needs are.

In terms of the documents that exist themselves, it's my opinion they're no longer viable. I think the city has a significant risk in underserving and not meeting the needs as intended by the Trust without taking some type of action. He stated that he have not looked at the numbers in terms of number of

patients served, but thinks the funds are currently being underutilized, and that should be a big motivator for the City to take some action here, to look at this program and how it's being run.

The Trust itself is intended to be for now and in the foreseeable future. The Bylaws are intended to be more flexible. Ultimately, the final discretion resides with the court, but the City as Trustee has certain duties and responsibilities which are fairly clear in the Trust document; as well as provide flexibility, whether it's a township grant, McLean County residents. Bloomington is in McLean County, so they will be well-served.

Mayor Renner stated, the main reason for bringing this forward is that there may be some moneys that we're not utilizing. That the Affordable Care Act has begun to provide some of these, but we're not sure that this will be around at least in the form that it is.

Mr. Herr stated, that was a motivating factor. The Bronner Group study is clear on that. You don't have to rely on anything other than those facts. There were also, though, a number of conflicts between the various documents. Prior legal counsel for the City did some of the resolutions in the Intergovernmental Agreements, and it was piecemealed together. The Bylaws didn't match up and so that's why we were engaged to reengage, to help with some of this. This is our best recommendation.

Alderman Schmidt stated, she like the proposal a great deal, and think it provides for flexibility. She likes the makeup of the Commission and the way that it can represent the different medical constituencies. She followed-up on Ms. Skillrud questions to Council asking about 501(c) (3). In reviewing the amended Declaration of Trust, there's an article that speaks... The administrative provision talks about 501(c) (3). She asked whether it is the intention that this is a 501(c) (3), or is it a 501(c) (3)?

Mr. Herr stated that it was by default. A city in and of itself is automatically a 501(c) (3) organization. It does not have to apply for tax exempt status. There was some thought and some recommendation that I had made early that possibly this become a separate 501(c) (3), where the city would take a step back. Would still be ultimately the trustee, but it would be a totally separate entity just as a degree of separation for liability purposes.

Alderman Schmidt asked for clarification on how the Trust speak to McLean County residents. It looks as though there is a privilege to the City of Bloomington Township for a grant that is not privilege to any other township in McLean County.

Mr. Herr responded, he does not know whether to refer to it as a privilege. Jeffrey: I'm maybe too much in the weeds here, but I do think one of the things that is an objective here is not to have 20 or 30 grants. I think they're looking at, you know, a smaller number of grants with high impact. So, I think when you're potentially talking about Bloomington Township, you're obviously talking about potentially serving a large number of people.

Mr. Jurgens added, it might be the situation that Bloomington Township might be able to make that case a little stronger. Anybody would be able to apply, they'd all have to meet that criteria. He heard the members of the Council stating "We have a long history of the Township providing some of those direct services, therefore advocating for that to be in the language.

Alderman Mathy stated, would the Township have to meet all of the reporting requirements of a grant outcomes for persons served. Is that what we're talking about when we're talking about reporting?

Mr. Herr stated that would be part of the policies and procedures that are yet to be developed, including some of the staff administration issues. This is conceptual the framework. In terms of how grants would typically be administered, there would be some legal component of it where we verify their status as eligible grant recipient. Then there is the follow up which should be done really by the commission. Some of the Bylaws call for implementing those types of policies and procedures into their plan.

Alderman Mathy asked who is in charge of the financial investing of the Trust. Who's the financial adviser now and who would be the financial adviser if we switched to this model? Mr. Herr responded we maintain an Investment Committee, and that Investment Committee would again report to the City. In terms of the investment adviser, it's Vanguard.

Ms. Skillrud stated in terms of the Vanguard returns, there is a question in the amended Declaration of Trust, on 4.2. She spoke with the Chairman of the Investment Committee about this and there is a change of structure or a change in wording regarding the way that the funds are viewed.

Ms. Grant, chair of the John Scott Commission stated, we have talked about the decline in services. The Bronner Report demonstrated that we've had a 63% decline in services since 2014. Ms. Skillrud reported a very compelling story about a single person who walked in the door. However, in September, John Scott served one client. In October, they served one client, and in November, they served two clients. The Commissioners are looking at the bigger picture, not just those individuals that walk in the door. The entities that we are proposing receive grants are many of them already receive grants from Township as well, are places like the Community Health Care Clinic. The Center for Human Services, the Health Department, places that help the people like that single individual that Ms. Skillrud spoke about.

Mayor Renner asked whether Ms. Grant was indicating that in a month, there was only one person that the John Scott or that the township served? Ms. Grant stated, not the Township. We're only talking about John M. Scott services.

Mr. Jurgens stated, the City would like to receive some direction on this. To the extent the Council is ready to let us know to formulate that next step. The City would like get to the next point of where we give you something to bind you and get you to make that decision.

Alderman Sage asked whether the amendments support the all grants model. Mr. Jurgens affirmed.

Alderman Mwilambwe asked what the next steps in the process are; Council provide direction to the City. Mr. Jurgens stated, the next step is going to be for staff to develop this in terms of the City taking over the administration of the Trust. What those expense may or may not be, who's going to do what. It might not be realistic to have our city staff person take the minutes of the Commission Meetings and attend the Commission Meetings, but maybe it is realistic to have them do the administration of the grants.

He continued that we have to sit down as a team and work through those issues, and would later return to Council with a final proposal of some final documents for approval to move on to the next step which would be presenting them to a court.

Mayor Renner asked whether there is a consensus of the Council to move forward and direct staff to begin that process of developing the documents for the City to administrator the John M. Scott Trust.

Alderman Hauman – yes; Alderman Black – no; Alderman Schmidt – yes; Alderman Painter – yes; Alderman Buragas – yes; Alderman Mwilambwe – yes; Alderman Sage – yes; Alderman Mathy – yes; and Alderman Bray – yes.

### **City Manager’s Discussion**

Mr. Rasmussen stated, staff has received several different items of guidance from the Council on how to proceed. We'll move forward and I'll report back to you.

### **Mayor’s Discussion**

Mayor Renner stated, he was luckily in California when we had the worst part of our weather. I came back to only one day of it. He wished to recognize former member Jim Fruin.

### **City Aldermen’s Discussion**

Alderman Hauman wish to recognize City Manager Rasmussen in his interview with Mark Peterson today on WGLT. It was hopeful. She had heard them speak of common interest. On Tuesday, January 23, 2018, Alderman Mathy and I will be holding ward meeting from 5:30pm to 7:00pm, and there will be more information coming out. Nora Dukowitz, Communication Manager is putting together a flier and information for us. She recognized Harmony Park receipt of a \$25,000 grant from State Farm to help with making Rollingbrook Park next year a fully accessible park.

Alderman Schmidt stated, she, Alderman Black and Alderman Sage will have a Town Hall Meeting tomorrow evening from 6:30 pm to 8:00 pm in the Ballroom of the BCPA, with the focus on looking at the FY19 budget and some of the top decisions we have to make.

### **Adjournment**

Mayor Renner asked for a motion to adjourn the Meeting.

**Motion by Alderman Black, second by Alderman Schmidt to adjourn the meeting. Meeting adjourn at 9:14 pm.**

**Motion carried: Viva Voce**

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: January 22, 2018

**SPONSORING DEPARTMENT:** Finance Department

**SUBJECT:** Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$6,775,578.24 as requested by the Finance Department.

**RECOMMENDATION/MOTION:** That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,775,578.24, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved \$6,775,578.24 (Payroll total \$2,504,596.66, Accounts Payable total \$3,241,121.48, Procurement Card Purchases total \$121,222.93, and Electronic Transfers total \$908,637.17).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Sr. Budget Manager

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen, Interim City Manager

**Attachment:**

- Bills, Payroll, Procurement Card Purchases, and Electronic Transfers on file in the Clerk's office. Also available at [www.cityblm.org](http://www.cityblm.org).
- Summary Sheet Bills, Payroll, Procurement Card Purchases, and Electronic Transfers

**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of January 22, 2018**

**PAYROLL**

<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>
1/4/2018	\$ 1,486,299.06	\$ 377,594.67	\$ 1,863,893.73
1/5/2018	\$ 247,985.51	\$ 81,807.25	\$ 329,792.76
1/12/2018	\$ 218,150.43	\$ 78,374.08	\$ 296,524.51
1/5/2018	\$ 10,120.12	\$ 4,265.54	\$ 14,385.66
Off Cycle Adjustments			
<b>PAYROLL GRAND TOTAL</b>			<b>\$ 2,504,596.66</b>

**ACCOUNTS PAYABLE**

<b>Date</b>	<b>Bank</b>	<b>Total</b>
1/22/2018	AP General	\$ 3,129,768.71
1/22/2018	AP Comm Devel	\$ 42,064.89
1/22/2018	AP IHDA	\$ 89.00
1/22/2018	AP Library	\$ 31,515.03
1/22/2018	AP MFT	\$ 790.75
	Off Cycle Check Runs	
1/9/2018-1/11/2018		\$ 36,893.10
<b>AP GRAND TOTAL</b>		<b>\$ 3,241,121.48</b>

**PCARDS**

<b>Date Range</b>	<b>Total</b>	
12/1/2017-12/31/2017	\$ 121,222.93	
<b>PCARD GRAND TOTAL</b>		<b>\$ 121,222.93</b>

**WIRES**

<b>Date Range</b>	<b>Total</b>	
12/31/2017-1/5/2018	\$ 908,637.17	
<b>WIRE GRAND TOTAL</b>		<b>\$ 908,637.17</b>

<b>TOTAL</b>			<b>\$ 6,775,578.24</b>
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Respectfully,

**Patti-Lynn Silva**  
**Finance Director**



**CONSENT AGENDA ITEM NO. 7C**

**FOR COUNCIL:** January 22, 2018

**SPONSORING DEPARTMENT:** Administration Department.

**SUBJECT:** Consideration of Approving an Appointment to the Library Board of Trustees as requested by Administration Department.

**RECOMMENDATION/MOTION:** Matthew Watchinski be appointed to the Bloomington Library Board of Trustees.

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

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

**BACKGROUND:** The Mayor of the City of Bloomington has nominated and I ask your concurrence in the appointment of:

**Library Board of Trustees.** Matthew Watchinski to the Library Board of Trustees. Matthew will be fulfilling the term previously held by Michael Raikes who resigned 1-5-18. Matthew's term will be effective upon appointment and will expire 4-30-18. Application is on file in the Administration Office.

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

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- Roster

### Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	Notes
x	President	Alex	Cardona	04/30/20	2015	3/13/17	8								
x		Alicia	Whitworth	04/30/20	2016	3/27/17	3								
x		Van	Miller	04/30/19	2015	4/25/16	7								
x		Dianne	Hollister	04/30/18	2017	3/27/17	4								
x	resigned 1-5-18	Michael	Raikes	04/30/18	2015	4/13/15	4								
x		Julian	Westerhout	04/30/19	2015	3/28/16	4								
x		Kiasha	Henry	04/30/20	2017	5/8/17	6								
x		Susan	Mohr	04/30/18	2017	5/8/17	8								
x		Alicia	Henry	04/30/19	2016	4/25/16	7								
	Staff	Jeanne	Hamilton										557-8901		

**Details:**  
 Term: 3 years  
 Term Limit per City Code: 3 terms/9 years  
 Members: 9 members  
 Number of members the Mayor appoints: 9  
 Type: Internal  
 City Code: Chapter 25, Section 3, Section 7  
 Required by State Statute: Yes  
 Intergovernmental Agreements:  
 Funding budgeted from COB for FY2014:  
 Meetings: 3rd Tues of each month at 5:30 pm - William C. Wetzel Reading Room  
 Number of Vacancies: 1  
 Number of Expired Board Members (Blm Appointments only): 0  
 Number of Expired Board Members Eligible for Reappointment: 0

**Appointment/Reappointment Notes:**

shelley applied 7/13/15



**CONSENT AGENDA ITEM NO. 7D**

FOR COUNCIL: January 22, 2018

**SPONSORING DEPARTMENT(S):** Human Resources / Public Works / Parks, Recreation & Cultural Arts

**SUBJECT:** Ratification of a Collective Bargaining Agreement between the City and AFSCME Local 699, in relation to employees within the Public Works Department and Parks, Recreation and Cultural Arts Department.

**RECOMMENDATION/MOTION:** That the Collective Bargaining Agreement between the City and AFSCME Local 699 be ratified and City staff be authorized to execute the Agreement.

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

**STRATEGIC PLAN SIGNIFICANCE:**

Objective:     d: City services delivery in the most cost-effective, efficient manner.  
                  e. Partnering with others for the most cost-effective service delivery.

**BACKGROUND:** On February 24, 2017, Local 699 and City staff began negotiating the terms of a collective bargaining agreement to succeed the agreement that expired on April 30, 2017. The expired agreement can be located at [www.cityblm.org](http://www.cityblm.org) under Human Resources in a folder titled Labor Contracts. The parties were able to reach Tentative Agreements on the following issues and the Union ratified the Tentative Agreements:

**Term of Agreement.**

2 year agreement

**Wages**

**Wages -** General wage increases with retroactive pay as follows:

5/1/2017 2%  
5/1/2018 Wage Reopener (excluding longevity)  
  
\$200 signing bonus

**Overtime** – Update to contract from hours worked to hours paid. This change reflects the current practice.

**Holiday Pay** – Employee performing garbage and recycle collection on a holiday shall be paid actual hours worked, but no less than six (6) hours.

**Shift Differential** – Increase shift differential to sixty cents (\$.60) per hour.

**Longevity Pay.** The parties agreed to change the structure of longevity pay for all employees hired into City employment on January 4, 2018 or later. It was agreed that longevity increases for new hires will no longer be included in an employee's base hourly rate and will not be recurring and compounding. The new longevity schedule will be paid in a one-time lump sum amount at the completion of each step as follows:

- 5 yrs – \$1,500 gross paid in a lump sum payment at the conclusion of the employee's 5th anniversary year
- 10 yrs \$2,000 gross paid in a lump sum payment at the conclusion of the employee's 10th anniversary year
- 15 yrs \$2,500 gross paid in a lump sum payment at the conclusion of the employee's 15th anniversary year
- 20 yrs \$3,000 gross paid in a lump sum payment at the conclusion of the employee's 20th anniversary year
- 25 yrs \$3,500 gross paid in a lump sum payment at the conclusion of the employee's 25th anniversary year
- 30 yrs \$4,000 gross paid in a lump sum payment at the conclusion of the employee's 30th anniversary year

### **Group Insurance**

The following changes were made to insurance:

- The parties agreed that Spouses/Domestic Partners who have access to medical insurance through their employers will be ineligible for City medical insurance ("ineligible" spouses). Those Spouses/Domestic Partners on insurance at time of ratification will be grandfathered in for the 2018 plan year.
- Effective January 1, 2019, those grandfathered employees who have ineligible spouses on the plan upon ratification of the agreement will receive \$1200 gross annually as long as the employee's spouse continues to be ineligible for City medical coverage.
- The parties agreed to an insurance reopener which shall be limited to plan design changes (including but not limited to changing carriers, altering and amending insurance plans and introducing and/or eliminating additional medical insurance options) and premium contribution levels.

### **Leave Benefits**

**Bereavement** – Ability for employees to use accumulated vacation for the death of an aunt, uncle, niece or nephew. In the event of the death of a child the City will grant ten (10) unpaid bereavement days. Employees may elect to use accumulated vacation, pc or sick days in lieu of unpaid time.

**Personal Convenience Leave** – Updated language on scheduling of leave time.

**Vacation** – Updated language on responding to vacation requests within 48 hours. In addition, employees will be allowed to carryover 40 hours of vacation from one anniversary year to the next.

**Sick Leave** - Reduce Sick Leave accrual from 960 hours to 720 hours for usable sick leave.  
Reduce Sick Leave accrual from 960 hours to 720 hours for IMRF service credit.

### **Classification Modifications**

**Utility Worker** – Updated job description education and certification license requirements for Parks and Facilities Utility Worker. All Utility Workers' base pay increased by .10 cents per hour.

**Lead Fleet Technician** – Addition of this classification at a pay rate .50 cent per hour above the Fleet Technician. This change will provide a lead employee on each shifts.

**Parking Maintenance Person** – Elimination of this classification.

### **Miscellaneous Items**

**Fleet Technician** – Updated and eliminated obsolete language.

**Promotions and Job Vacancy** - Updated language regarding vacancies.

**Payroll**– The parties agreed upon 90 day notice to move to a bi-weekly payroll (from the current weekly payroll). If payroll discrepancies occur the City will make reasonable efforts to rectify discrepancy within four (4) business days.

**Use of Seasonal and PT Employees** – Elimination of language that restricted part-time or seasonal employees from performing work other than basic labor classification work at municipal golf courses. Modification of agreement to allow the City to work a seasonal employee doing bargaining unit work 1,560 hours in a twelve (12) month period or up to ten (10) months in any calendar year. Elimination of language that requires the payment of probationary rate for employees who work beyond ten (10) months.

**Snow Operations** – Incorporation of both arbitration orders regarding snow operations.

**Training Opportunities** – Updated language on training opportunities for employees.

**Probationary Period** – Updated language on evaluation and extension of probationary period.

**Clothing Allowance** – Elimination of providing the Park Security Officer with uniforms. Will receive Union clothing allowance moving forward.

**Distribution of Overtime Work** – Updated call-in requirements for overtime.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City Council and Local 699.

**FINANCIAL IMPACT:**

The financial impact of the tentative agreements includes:

- Estimated labor cost of the wage increase of 2% for FY 2018 is approximately \$134,000 excluding roll-up costs. This amount has been included in the FY 2018 Projected Budget and the FY 2019 Pending Budget.
- Total cost for a one-time signing bonus is \$21,000.
- The new longevity schedule for employees hired after May 1, 2017 is a long term savings for the City. Such change will reduce hourly rates, including overtime, sick, vacation and PC leave rates and reduce FICA, Medicare and IMRF expenses.
- Group Health Insurance potential savings of approximately \$303,600 annually if 23 of 46 Local 699 employees who have a spouse currently on the City's medical plan remove their applicable spouses as of January 1, 2019 forward. Annual average cost savings per spouse is \$13,200 in both premium subsidy and claims avoidance costs.
- The increase in Shift Differential is generally \$624 annually per employee.
- The reclassification of two Fleet Technicians to a Lead Fleet Technician classification is a total increase of \$2,080 annually.
- The increase in Utility Worker pay will be \$208 annually per person or a total increase of \$1,456 annually.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Nicole Albertson, Human Resources Director

Financial & budgetary review by: Scott Rathbun, Sr. Budget Manager

Legal review by: Lisa Callaway, Engler Callaway Baasten and Sraga, LLC

Recommended by:



Steve Rasmussen

Interim City Manager

**Attachments:**

- AFSCME, Local 699 Contract, May 1, 2017 – April 30, 2019
- 2 699-Contract-Draft doc 1
- 2 699-Contract-Draft doc 2
- 2 699-Contract-Draft doc 3

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

LOCAL 699

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

May 1, 20~~14~~<sup>17</sup> - April 30, 20~~17~~<sup>19</sup>





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DRAFT

## AGREEMENT

This Agreement made and entered into this 1st day of May, 20~~14~~<sup>17</sup> by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City"), and LOCAL 699, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union"):

### WITNESSETH:

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

WHEREAS, the rights, obligations and authority of the parties to this Agreement are governed by and subject to the laws of the State of Illinois,  
NOW, THEREFORE, the parties agree as follows:

### ARTICLE 1 RECOGNITION

**Section 1.1. Representation and Bargaining Unit.** The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiations ~~in the respect of~~ with respect to rates of pay, hours of work and other conditions of employment for all full-time employees in the



Department of Public Works, and the Department of Parks, Recreation and Cultural Arts, ~~Parking Maintenance Workers, and~~ Police Custodians, ~~and Facilities~~, excluding supervisors, office clerical workers, probationary employees, seasonal employees, part-time employees, and all other employees of the City.

**Section 1.2. Supervisor.** The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

**Section 1.3. Rights of Individuals.** Nothing contained in this Article shall abridge the rights of individual employees under Illinois law.

**Section 1.4. Duties of Supervisors.** A supervisor's primary function is the direction of employees provided, however, this shall not prohibit a supervisor from performing experimental work, work performed in connection with instructing and training employees, work required because of accidents and absenteeism or emergencies, or work which, under the circumstances then prevailing, it would be unreasonable to assign to a bargaining unit employee. Work normally performed by a supervisor, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision.

## **ARTICLE 2 UNION SECURITY**

**Section 2.1. Dues Checkoff. Deduction.** The City agrees to deduct Union membership dues, assessments, P.E.O.P.L.E. deductions and

Union sponsored benefit program contributions from the pay of those employees who individually request it. Requests shall be made on a form provided by the Union, which will set forth the sum of the separate deductions set forth in the previous sentence. The City will deduct the requested amount from the employee's pay on a weekly basis. The City will not be required to itemize the separate components (dues, assessments, etc.) of an individual employee's deduction.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. Deductions will begin on the first paycheck of the month, partial months will not be deducted. The aggregate deductions of all employees (including employees paying Fair Share Deductions as set forth below) and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in dues and other deductions in writing at least fifteen (15) days prior to its effective date.

Dues deductions shall remain in effect until revoked in writing by the employee at any time.

**Section 2.2. Fair Share.** Employees who are covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the employer by the Un-

ion. Fair share deductions will begin on the first paycheck of the month, partial months will not be deducted. The Union shall advise the employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

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

**Section 2.3. Indemnification.** The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

### **ARTICLE 3 HOURS OF WORK AND OVERTIME**

**Section 3.1. Application of this Article.** This Article shall not be construed as a guarantee of hours of work per day or per week.

**Section 3.2. Regular Workweek.** The regular workweek shall consist of 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. The regular workweek shall consist of five (5) consecutive eight (8) hour workdays. The regular workday shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period which may be interrupted by a one-half ( $\frac{1}{2}$ ) hour lunch break. Employees granted one-half ( $\frac{1}{2}$ ) hour for lunch will have their regular workday end eight and one-half ( $8\frac{1}{2}$ )

hours from the beginning of their normal shift hours. The present practice of working through lunch and leaving one-half (½) hour early shall continue.

**Section 3.3. Changes in Regular Workday and Workweek.** The shifts, workdays, and hours to which employees are assigned shall insofar as practicable be posted on department bulletin boards. Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules departing from the regular workday or the regular workweek, notice of such change shall be given to the Union as far in advance as is reasonably practicable.

If new permanent shifts, work, workdays or hours are established, employees will be permitted to bid on such new shifts, work, workdays, or hours and consistent with efficient operations, preference will be given to qualified employees with the most seniority. If there are no bids by qualified employees for the newly established shift or work, then qualified employees with the least seniority will be assigned to the new permanent shift, work, workdays or hours.

The Union may request different starting and quitting times during periods of extreme heat. The hours of work for the Public Service Department shall be from 6:00 a.m. to 2:00 p.m. from Memorial Day to Labor Day. This does not diminish the City of Bloomington's rights to direct the workforce under this Section.

**Section 3.4. Change in Paydays From Weekly to Bi-Weekly.**

Commented [AB1]: Moved the new section 16.

~~The City and the Union agrees with the provision, that if all other bargaining units agree to be paid on a bi-weekly pay period, Local 699 employees may also agree to a bi-weekly pay period with a ninety (90) day notice of such change. Employees shall be paid on a bi-weekly basis pro-~~

~~vided the City gives two weeks' notice prior to the change. Such change will be effective 90 days after the notice. Upon implementation of the bi-weekly payroll, in the event of a payroll discrepancy of \$100 or more, the City will make all reasonable efforts to rectify such discrepancy within four (4) business days after receiving notice of the discrepancy from the employee.~~

**Section 3.45 Overtime Pay, Meal Allotment.**

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours ~~worked~~ paid in excess of eight (8) hours per day or forty (40) hours per week.

Employees who work twelve (12) or more consecutive hours shall receive a meal allowance of ten dollars (\$10.00) to be paid on their weekly payroll check. In the event meal allotment money is missed it will be made up on a subsequent payroll. The meal allowance is subject to all applicable deductions.

**Section 3.56. Distribution of Overtime Work.**

(a) Manner of Distribution.

(1) General. So far as practicable, without reducing efficiency of work performance, opportunities to work overtime shall be distributed among employees in the same job classification, provided the employees are qualified to perform the specific overtime work required. It is further agreed that overtime work will normally be distributed in the division which normally performs the work. Nothing herein shall prohibit the City from assigning overtime work to employees in other divisions if the City has first attempted to assign work to employees in the division which normally performs the work. Distribution will start with the most senior employee quali-

fied to do the work in the job classification and continue down the seniority list; provided, however, if there are not enough qualified employees who volunteer for the overtime work which, in the City's judgment is necessary, then the least senior employees in the job classification who are qualified to do such work shall be required to work overtime starting with the least senior of such employees. None of the foregoing shall be construed as to prohibit the City from scheduling and requiring an entire department and/or shift to work overtime.

Assignments or job tasks performed prior to the end of the employee's shift will be considered job continuation. The City shall not be required to break in on work in progress (regardless of the length of time) to include other employees. The City shall not be required to change an employee's shift in assigning overtime. ~~When calling employees for overtime, the City shall first call the employees primary number and if applicable leave a message that they have been contacted for overtime, then call the employee's secondary number, if applicable. No message is required when two numbers are provided.~~ Employees shall be contacted on the primary number listed with Human Resources for all eligible overtime opportunities. If multiple employees are necessary, they shall be called as provided above, and a message will be left. The first individual to respond will be selected in accordance with procedures.

(2) July 4th. In assigning scheduled overtime work on July 4, the Director of Parks and Recreation shall, with the exception of such key persons or positions as he may designate from time to time, assign overtime work on a voluntary basis to qualified employees first in the Parks and Recreation Department, then in the bargaining unit on the basis of seniority-

ty. If insufficient personnel voluntarily agree to work overtime, such work shall be assigned on a mandatory basis as provided in (1) above.

(3) Eligibility. Employees using more than four (4) consecutive hours of sick leave are ineligible for overtime until the start of the shift on the next work day. It is the employee's responsibility to notify the supervisor making the overtime assignment that the employee used four (4) or more hours of consecutive sick leave.

(b) Missed Overtime Opportunities. If an employee establishes that he or she has not received overtime for which he or she was entitled, such employee shall be paid the amount of overtime to which he or she was entitled as provided in this Section. Non-emergency work of half of the missed overtime in the same classification as the employee or lower will be scheduled for the employee to perform at a mutually agreeable time on other than regular working hours. When said employee has performed such work, he or she shall be compensated for such work as if it were regular overtime work under Section 3.5 Overtime Pay, Meal Allotment. For purposes of this Section, the term "non-emergency work" shall mean work which would otherwise not be worked as overtime work by any other employee.

(c) Parking Division Overtime For the distribution of overtime for the Parking Division, after the Parking division list is exhausted Park Maintenance employees will be called for available overtime by job classification and seniority.

d) See Appendix for Snow Overtime.

**Section 3.67. Distribution of Overtime for Fleet Technicians.**

The intent of this agreement is to distribute overtime among all Fleet Technicians, to cover all shifts and to keep the shop operational. The different circumstances are outlined below:

**Snow/Ice event starts during regular shifts**

Employees will start on 12 hour shifts. The nightshift will work from 2:30 p.m. until 2:30 a.m. The dayshift will work from 2:30 a.m. until 3:00 p.m. This cycle will continue until Saturday at 2:30 p.m. or until the end of the snow/ice event. After that time, the weekend rules will apply.

**Snow/Ice event starts after 10:30 p.m. on weekday**

The dayshift will be called into work when the event begins. The dayshift will work from the snow/ice event start time until 3:00 p.m., which is the end of the technician's normal shift. At this point, 12 hour shifts will be put into effect, if needed. The nightshift will work from 2:30 p.m. until 2:30 a.m. The dayshift will work from 2:30 a.m. until 3:00 p.m. This cycle will continue until Saturday at 2:30 p.m. or until the end of the snow/ice event. After that time, the weekend rules will apply.

**Snow/Ice event starts before 7:00 p.m. on Friday**

The nightshift works until 11:00 p.m. Technicians are called in off the seniority list to work 12 hour shifts. After that time, the weekend rules will apply.

**Weekend rules (snow/ice event starting after 7:00 p.m. on Friday or on holidays)**

Call ins are made from the top of the seniority list. If the snow/ice event is anticipated to extend beyond 12 hours, then 12 hour shifts will be implemented. When the first shift ends, the next senior technician will be



called into work the next 12 hour shift. This will continue until the snow/ice event ends or the start of the normal weekday shifts start.

When Fleet is working 12 hour shifts all technicians must work their scheduled 12 hour shift in the Fleet department. The Superintendent of Fleet Maintenance will determine when 12 hour shifts are needed.

Fleet Technicians will not be eligible for call outs for weather-related events outside of the Fleet Maintenance division. Fleet Technicians shall be eligible for on call pay as defined in Section 4.3. On-Call Pay.

**Section 3.78. Rest Periods.** Each employee shall be granted a thirty (30) minute rest period with pay. Employees may go to the restaurant nearest the job site to take their rest period or remain at the job site. Rest periods will be scheduled whenever practicable at the approximate midpoint in the employee's work shift. Exceptions to the above may be necessary due to the job assignment. Such exception may be granted by the respective Supervisor/Superintendent of the Division. Employees requiring the use of restroom facilities must use the nearest restroom facility to the job site. Employees shall not purchase any consumable items (i.e. drink, food, snack, smoking materials) while in attendance at restroom facilities.

**Section 3.89. No Pyramiding.** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

#### **ARTICLE 4 SUPPLEMENTAL PAY**

**Section 4.1. Report-In Pay.** An employee called in to work or reporting to work at his or her normal starting time without having been noti-

fied not to report will receive a minimum of four (4) hours work at his or her straight time hourly rate of pay unless the lack of work is due to conditions beyond the control of the City. Notification on the previous workday shall be considered as notice to all employees on that shift, whether or not they work that day. Notification to the last address and/or telephone number on record in the Human Resources Department shall be deemed notification to the employee. Notification by local radio broadcast shall also be deemed notice to employees.

**Section 4.2. Call-Back Pay.**

(a) An employee called back to work after having gone home shall receive a minimum of three (3) hours work and may be required to work the entire three (3) hours. An employee thus called back to work will receive one and one-half (1½) times his or her straight time hourly rate of pay for any hours worked outside his or her normal shift hours.

(b) The three (3) hour minimum provision of subsection (a) above shall not apply where an employee is called back to work and he or she:

- (1) begins such call-back work less than three (3) hours prior to his or her normal shift hours; and
- (2) works continuously until the beginning of his or her normal shift hours.

In such case an employee shall be compensated at the rate of one and one-half (1½) times his or her straight time hourly rate of pay for the hours actually worked outside his or her normal shift hours.

(c) Employees who are scheduled to work shall not receive call back pay. Notice of scheduled overtime shall be given to the Union at least twenty four (24) hours in advance as is reasonably practicable.

(d) Employees called back to work shall report to work within one (1) hour after the employee receives a call to report to work.

## ARTICLE 5 HOLIDAYS

**Section 5.1. Number of Holidays.** The following days are Holidays:

New Year's Day	Veteran's Day
M.L. King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	New Year's Eve (1/2 day afternoon)

**Section 5.2. Holidays on Weekends.** When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. For employees whose jobs involve around-the-clock shift, the actual day of the holiday shall be observed. On a workweek other than Monday through Friday, the City Manager shall designate the workday that shall be observed.

**Section 5.3. Holiday on Scheduled Workday.** Employees who are required to work on their observed holiday shall be paid for the time worked in accordance with the rules governing overtime. If staffing permits, Zookeepers will be encouraged and permitted to take another day off during a week that includes a single holiday. **Employees performing garbage and recycle pickup on a holiday shall be paid actual hours worked, but no less than six (6) hours.**

**Section 5.4. Eligibility for Holiday Pay.** In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on

the first scheduled workday immediately after the holiday, unless said employee is on a paid leave on either or both of said days.

## **ARTICLE 6 SICK LEAVE**

**Sick Leave Base and Accrual.** Employees will be eligible for sick leave for their injury or illness or the injury or illness of a spouse or child. Employees will also be eligible to use up to 24 hours of sick leave per fiscal year for the injury or illness of their parent. In the event an employee requests sick leave for a child that is between 19 and 26 years old the employee will need to provide a doctor's note to Human Resources stating the employee's need to be off work to care for the child. The doctor's note will be required for any duration of sick leave. In the event the employee does not provide a doctor's note, time will be submitted as vacation or PC in accordance with the department policies on scheduling. If such sick leave time is FMLA-eligible, the employee will be required to submit FMLA paperwork.

Sick leave shall run concurrently with the anniversary date of the employee and will be accrued at a rate of one (1) day (8 hours) each month up to a maximum of one hundred twenty (120) days. **For employees hired on or after May 1, 2017, the maximum sick leave accrual shall be ninety (90) days.**

**Accelerated Accrual.** Whenever an employee depletes all but 80 hours of sick leave by reason of one serious health conditions, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, the employee, upon return to full-duty shall accrue sick leave at the rate of two and one-half (2 1/2) days per month until his or her sick leave returns to the level maintained before the serious health condition. Employees will be el-

igible for accelerated accrual only one time beginning –August 12, 2013 through their career with the City. Employees requesting rapid accrual should do so in writing to the Human Resources Department upon their return to full duty.

**Absence of More Than Three (3) Days.** In order to be eligible to receive sick leave benefits as above specified, an employee returning to work must present to Human Resources a certificate from a physician that he or she personally treated said employee for the sickness and the employee was unable to perform the duties of his or her employment during the entire period of absence from work. In the case of an illness or disability of an employee's spouse or child which causes an absence by the employee of more than three (3) consecutive days, Human Resources will require a statement from a physician stating that he or she has treated the employee's spouse or child for the illness or disability which kept the employee from duty. The provisions of this paragraph shall not apply to an employee who is absent from work three (3) days or less unless sick leave abuse is suspected as detailed below. In all such cases where the employee is absent three (3) days or less, the Human Resources Director or other person designated by the Human Resources Director, shall investigate said absence to determine if the employee was unable to perform the duties of his or her employment. If the report shows that the employee was so incapacitated and if the report is approved by both the employee's Department Head and the Human Resources Director, then the employee shall be entitled to sick leave pay on the day or days when he or she would have otherwise been scheduled to work but for his or her sickness.

Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Employees

who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences. Some examples of sick leave abuse include:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. a pattern of undocumented sick leave usage.
4. repeated use of sick leave benefits as they are earned.
5. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

The Human Resources Director may elect to have the employee submit to an examination by a physician designated by the City certifying the employee's ability to perform the duties of their position and/or the entitlement of sick leave benefits. The cost of the examination will be paid by the City of Bloomington. In said situation, reasonable travel time to and from the physician's office, reasonable waiting time, and duration of the exam will be paid at the employee's regular rate of pay, will not be counted as hours worked for purposes of overtime and will not be charged against the employee's personal leave time.

An employee taking sick leave shall notify his or her supervisor no later than one-half (1/2) hour before his or her scheduled starting time, informing the supervisor of his or her intent to take sick leave that day. If an employee fails to provide such notice they may be subject to discipline. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the City and may be granted with proper documentation.

To the extent that such employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

**Sick Leave Buy Back.** All employees hired prior to May 1, 1997 who retire or leave the employment of the City under honorable circumstances, whose age plus consecutive years of service with the City total 75 with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

<u>Hours</u>	
Less than 400	0%
400-499	50%
500-599	55%
600-699	60%
700-799	65%
800-960	70%

All employees hired between May 1, 1997 and April 30, 2014, whose age plus consecutive years of service with the City total 75 with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

<u>Hours</u>	
Less than 400 Hours	0%
Next 100 Hours (400-499)	50%

Next 100 Hours (500-599)	55%
Next 100 Hours (600-699)	60%
Next 100 Hours (700-799)	65%
Next 161 Hours (800-960)	70%

Employees hired on or after May 1, 2014 will be ineligible for Sick Leave Buy Back.

**Sick Leave for Creditable Service.** Employees hired prior to May 1, 2017, who have accumulated the maximum sick leave accrual of one hundred twenty (120) days may continue to accrue, for Illinois Municipal Retirement Fund creditable service purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such additional accrual –one hundred twenty (120) days shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days is required to use sick leave which reduces the one hundred twenty (120) day amount, the amount of sick leave available for IMRF purposes shall not be reduced but shall not begin accruing again until such point as the employee has again accrued one hundred twenty (120) days of sick leave.

Employees hired on or after May 1, 2017, who have accumulated the maximum sick leave accrual of ninety (90) days may continue to accrue, for Illinois Municipal Retirement Fund creditable service purposes only, additional sick leave up to a maximum of one hundred eighty (180) sick days. It is understood between the parties that such additional accrual ninety (90) days shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave. If an employee who has accrued unused sick leave in excess of ninety (90) days is required to use



sick leave which reduces the ninety (90) day amount, the amount of sick leave available for IMRF purposes shall not be reduced but shall not begin accruing again until such point as the employee has again accrued ninety (90) days of sick leave.

## **ARTICLE 7 OTHER LEAVES OF ABSENCE**

**Section 7.1. General Policy.** The following types of leaves and no other are officially established: holidays, vacation, sick leave, personal convenience, wellness day, injury leave, military leave, civil leave and leave without pay. All leaves may be granted by the Department Head in conformance with the rules established for each type of leave and shall receive the approval of the Human Resources Director or City Manager, as specified. If an employee is in an unpaid status for thirty (30) days or more, he or she will not accrue any leave benefits. If an employee is in a no pay status, not covered under FMLA, their anniversary date will be adjusted by the number of days they were in the no pay status.

### **Section 7.2. Injury Leave.**

a) **Injury Leave.** An employee's eligibility for payment of forty-five (45) days of injury leave will be dependent upon a determination of the State Industrial Commission, or by the applicable Court if an appeal is taken from the State Industrial Commission. Job injury time can be broken down into quarter hour increments in order to accommodate doctor visits, physical therapy appointments, etc. An employee gone an eight (8) hour workday will be charged eight (8) hours of job injury. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Com-

pensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work. A payroll check will be issued to the employee for the TTD portion (not taxed) and any supplement. The employee's Workers Compensation Insurance TTD check will be deposited by the City.

(b) Use of Other Benefited Time. Once an employee has exhausted all available job injury time they will be given the following two options:

Option #1 The employee will use two (2) hours of sick time, vacation or PC and six (6) hours of no pay per work day. A payroll check will be issued for two (2) hours of pay at their regular rate, plus the amount of their TTD check. The employee's Workers Compensation Insurance TTD check will be deposited by the City. A payroll check will be issued to the employee with TTD portion of the check not taxed.

Option #2 The employee will receive their Workers Compensation TTD check and will be considered to be on no pay. If the period of no pay is more than thirty (30) days the employee will not accrue leave time. Benefits will be administered consistent with no pay and FMLA policies. Employees are encouraged to apply for disability under Illinois Municipal Retirement Fund (IMRF) to avoid breaks in the employees IMRF service credit.

FMLA will be administered consistent with the Employee Handbook.

Family and Medical Leave Act (FMLA) will be recorded for all no pay hours. The employee will be allowed to change options one time with reasonable notice.

(c) Contested Injuries. Charges shall be made against sick, vacation or PC leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of

the employee, the first forty-five (45) days of sick leave, which should have been job injury, so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave.

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

If an employee is released to return to work on restricted duty and works less than an eight (8) hour day, they will be required to use the appropriate number of hours of job injury (if time available) or sick, vacation or PC leave in order to remain whole. For example: An employee works three (3) hours and is absent for five (5) hours. The employee will be charged five (5) hours of appropriate leave time. If the employee has exhausted all of their job injury time they may elect to use the no pay Option #2.

(e) Nothing in this document guarantees the eligibility of Workers Compensation TTD benefits or the eligibility for job injury leave.

**Section 7.3. Restricted Duty Status.**

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

- (1) every effort shall be made to provide such tasks within the bargaining unit;
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit

work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;

- (3) seniority shall continue to accrue during the period of such restricted duty;
- (4) any employee required to return to work under restricted duty and who is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;
- (5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

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

At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment. Employees working first shift will not be required to work second or third shift.

Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned

with pay to other more suitable duties or if not available, shall not be permitted to work.

**Section 7.4. Military Leave.** Military leave shall be granted in accordance with applicable law.

**Section 7.5. Jury Leave.** Any full-time employee who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of jury duty hours and of the amount of pay received thereof. If an employee serves on jury duty for six (6) hours or more per day they will not be required to return to work.

**Section 7.6 Leave Without Pay.** Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

- (a) During the employee's approved leave of absence, his position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.
- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has

expired. However, at the discretion of the Department Head, an employee can request to return to work prior to the expiration of the previously approved leave of absence. If leave was for a medical condition a medical release must be provided to Human Resources.

**Section 7.7. Bereavement Leave.** Any eligible employee may be absent from work for a period of up to three (3) business days due to a death in the immediate family. Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances. In the administration of this Section, immediate family is defined as: mother, father (which includes step-parents or legal guardians); mother-in-law; father-in-law; husband; wife, sister, brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides). **In the event of the death of an employee's aunt, uncle, niece or nephew, the employee shall be permitted to use one (1) day of accumulated vacation or personal convenience leave.**

**In the event of the loss of a child or stepchild, an employee will be granted ten (10) additional unpaid bereavement leave days. The employee may use accumulated vacation, personal convenience or sick days in lieu of unpaid days. The employee shall provide the City with at least 48 hours' advance notice of the employee's intention to take bereavement leave, in accordance with this paragraph, if reasonable and practicable. The City may require reasonable documentation.**

An eligible employee shall be paid at his or her normal daily rate of pay for any day or days on which he or she is excused and but for such excuse he or she would have been scheduled to work. An otherwise eligi-

ble employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason.

A regular full-time employee shall be excused from work without loss of pay for such time as needed to serve as a pallbearer at the McLean County funeral of any retired or current City employee. This provision shall not apply to honorary pallbearers.

**Section 7.8. Physical Examination.** The City may require an employee to undertake a physical examination by a City physician at the City's expense to determine whether he or she is fit to return to or continue work. If the City physician determines that the employee cannot perform the work as required, the employee may not continue or resume work but must, if eligible, take sick leave or injury leave, if either is pertinent. If the City physician certifies the employee is able to perform the duties of his or her employment, said certification shall constitute termination of any leave of absence for sickness or injury. If the Union feels the City physician was arbitrary, capricious or discriminatory in his or her determination, the Union may file a grievance at Step 2 of the grievance procedure.

**Section 7.9. Leave of Absence to Accept Full-time Position With Union.** In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 7.5 of this Agreement.

**Section 7.10. Personal Convenience Leave.** Any employee covered by this Agreement will be granted sixteen (16) hours Personal Convenience Leave with pay each fiscal year (May 1-April 30). Such Personal Convenience Leave may be taken at the convenience of the employee **subject to the operational needs of the Department as determined by the immediate supervisor.** ~~to the discretion of the Department Head.~~ Public

Service employees shall take PC in two (2) hour increments (unless parties agree otherwise) and all other employees shall take PC in fifteen (15) minute increments. Personal Convenience Leave may not be accumulated from one fiscal year to another. New employees starting after May 1 will be granted 16 hours of Personal Convenience Leave.

**Section 7.11. Time Off for Union Activities.** Employees shall be allowed time off without pay for Union and chapter meetings to the extent that there is no interference with City operations. Notice should be given to their supervisor twenty-four (24) hours in advance. The employee may utilize any available time (PC or vacation within department guidelines) in lieu of taking such time without pay.

**Section 7.12. Wellness Day.** In the spirit of promoting wellness employees will be eligible for one day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at anytime during the next fiscal year with approval of their Department Head. A Wellness Day cannot be rolled over into future years and must be taken in a full day increment. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

## **ARTICLE 8 VACATION**

**Section 8.1. Length of Vacation.** Permanent employees who have been employed by the City for a period of at least six (6) months shall be entitled to a vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
6 months but less than 2 years	1 week
2 years but less than 8 years	2 weeks



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

**Section 8.2. Eligibility.** In order to be eligible for full vacation benefits, an employee must have worked a total of 1,040 hours during the twelve (12) calendar month period preceding his or her anniversary date of hire. Employees who fail to qualify because they have not worked the total of 1,040 hours during their anniversary year shall be paid vacation pay or allowed vacation time off on the basis of one-twelfth (1/12) of their total vacation pay for each one hundred sixty-seven (167) hours worked during their anniversary year.

Vacation credits shall accrue to those employees who are on leave paid by the City (such as sick leave or injury leave but excluding disability leave).

**Section 8.3. Vacation Pay.** For each week of vacation, an employee shall be entitled to an allowance of forty (40) hours pay at his or her straight time hourly rate of pay.

**Section 8.4. Vacation Scheduling.**

(a) Vacations shall be scheduled insofar as practicable at times most desired by each employee with consideration being given to the wishes of the employee in accordance with his relative length of continuous service. Employees may submit their first and second choices for their vacation period in writing to their supervisor at least thirty (30) days prior to the beginning of the fiscal year. If the orderly performance of the services provided by the City makes it necessary to limit the number of employees from taking vacation at a particular time, the employee with the greater seniority shall be given his choice of vacation period.

In accordance with the preceding paragraph, when the employer finds it necessary to limit the number of employees taking vacation at one time, the employer may:

- (1) limit the number of crew members that may be on leave at any one time per shift; With the exception of the fleet division, night shift leaves shall not be included in day shift leave limits and vice-versa;
- (2) limit the number of individuals per job classification within a division to be on leave at any one time;
- (3) any combination of the above limitations. The City will attempt to accommodate vacation requests where other crew members are on sick or job injury leaves.

(b) Employees choosing not to submit their vacation requests under (a) above may make their **documented** request at least one (1) full business day prior to the requested date. Such requests shall be granted on a first come first served basis and shall not take precedence over those requests made in (a) above and shall only be granted based on the operating needs of the appropriate division. **Every effort will be made by the supervisor to respond by the end of the shift to requests for vacation time to be taken within 48 hours of the request.**

(c) Requests for vacation period changes by employees shall not be considered by the supervisor unless the employee desiring such a change has submitted his request for such change to the supervisor at least two (2) weeks in advance of the beginning of his previously approved vacation period.

**Section 8.5. Vacation Accumulation.** Normally, vacation shall be taken during the year allowed which is the twelve (12) months following the employee's anniversary date ~~unless~~. Employees will be permitted to carry over up to ~~twenty four (24)~~ forty (40) hours of vacation leave into the next anniversary year.

Employees requesting to carry over more than ~~twenty four (24)~~ forty (40) hours, but no more than 50% of his/her annual vacation accrual, may do so under the following conditions:

- (1) it is determined by the Department Head that, due to the limitations set forth in Section 8.4 Vacation Scheduling, an employee cannot be allowed his vacation time within the twelve (12) month period; and
- (2) a written request, using the carry-over vacation form, has been submitted to and approved by the Department Head at least thirty (30) days before the end of the year in which the vacation is to be taken, citing circumstances and a desire by the employee to accumulate vacation time.

**Section 8.6. Separation and Reinstatements.** Employees who give reasonable notice of their intention to voluntarily resign and employees who are dismissed for incompetence or inefficiency are entitled to receive any vacation credit earned as of the date of resignation or dismissal. Any vacation credit earned by an employee who dies while still employed by the City shall be paid to the spouse or the estate of said employee. Any employee who is reinstated following separation or termination of employment shall be considered as a new employee for vacation purposes.

## ARTICLE 9 WAGES

### Section 9.1. Wages

Effective May 1, 2017~~44~~, the rates of pay for employees covered by this Agreement —and on payroll upon ratification will be increased by ~~2~~ 2.25% over the previous salary. Wage tables incorporating longevity schedules are shown in Appendix E attached hereto.

~~Effective May 1, 2015, the rates of pay for employees covered by this Agreement will be increased by 2.25% over the previous salary. Said new rate of pay incorporating longevity schedules is shown in Appendix F attached hereto.~~

~~Effective May 1, 2016, the rates of pay for employees covered by this Agreement, will be increased by 2.25% over the previous salary. Said new rate of pay incorporating longevity schedules is shown in Appendix G attached hereto.~~

~~The Agreement will be re-opened to discuss wages, effective May 1, 2018 (not including longevity), and Article 11, Group Insurance, limited to plan design changes (including but not limited to changing carriers, altering or amending insurance plans, and introducing and/or eliminating additional medical insurance options) and premium contribution levels.~~

~~Such reopener negotiations shall begin no later than February 1, 2018, with the parties making all efforts necessary to conclude such negotiations no later than April 30, 2018.~~

~~**Section 9.2. Wage Schedule for Employees Hired After May 1, 1997.**~~

All employees hired after May 1, 1997 will receive the following schedule of pay:

- ~~80% of Base Rate at Entry~~
- ~~85% of Base Rate at 1-Year Anniversary~~
- ~~90% of Base Rate at 2-Year Anniversary~~
- ~~95% of Base Rate at 3-Year Anniversary~~
- ~~100% of Base Rate at 4-Year Anniversary~~

All employees hired after August 12, 2013 will be paid from the wages tables identified for employees hired after August 12, 2013.

Commented [AB2]: This becomes part of Section 9.1

**Section 9.3. Longevity.**

Employees hired into full-time City employment prior to January 4, 2018, and covered by this Agreement shall be entitled to longevity at the following rates:

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

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above that will become effective on the employee's appropriate 5, 10, 15, 20 25 and 30 anniversary date. Anyone hired into City employment on January 4, 2018 or later shall not be eligible for longevity pay on their hourly rates. This shall include those currently or previously working in a part-time or seasonal capacity. Longevity for all employees hired after January 4, 2018 shall be as follows

5 years - \$1500 paid in a lump sum payment at the conclusion of the employee's 5th anniversary year  
10 years - \$2000 paid in a lump sum payment at the conclusion of the employee's 10th anniversary year  
15 years - \$2500 paid in a lump sum payment at the conclusion of the employee's 15th anniversary year  
20 years - \$3000 paid in a lump sum payment at the conclusion of the employee's 20th anniversary year  
25 years - \$3500 paid in a lump sum payment at the conclusion of the employee's 25th anniversary year  
30 years - \$4000 paid in a lump sum payment at the conclusion of the employee's 30th anniversary year

#### **ARTICLE 10 SHIFT DIFFERENTIAL**

A shift differential of ~~sixty thirty~~ cents (\$.40.60) per hour will be paid for all hours worked by an employee when a majority of his or her regularly scheduled shift hours occur before 7:00 a.m. or after 3:00 p.m.

#### **ARTICLE 11 GROUP INSURANCE PLAN**

The City will provide at least one health plan. If more than one plan is offered, the City will provide for an annual period during which employees may choose to switch between health plans

The City agrees to pay seventy-five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for ~~dependent coverage Employee +1 and Family~~ for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees. (Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25%

equals employees share.)

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter “ineligible spouses”) will be ineligible for insurance on the City medical plans. Those employees who have spouses on the plan as of the 2017 contract ratification date (see Appendix H) will be grandfather in the plan year 2018 coverage and will be eligible to keep such spouses on the plan until December 31, 2018. Spouses who are Medicare-eligible will be eligible to remain on the City plan.

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City medical care plan for the entire medical plan year. Once a grandfathered employee’s spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter of the next plan year. For example, if the ineligible spouse was on the City medical care plan for the 2018 plan year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020.

If a grandfathered employee’s spouse experiences a qualifying event resulting in a loss of medical coverage during the plan year, the employee shall receive a prorated stipend based on the full months the City medical plan was not accessed.

Dental Insurance The City will offer a group dental insurance plan. The City agrees to pay fifty percent (50%) of the dental insurance premium

for employee coverage and fifty percent (50%) of the dental premium for dependent coverage.

Vision Insurance The City will offer a group vision insurance plan. The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.

Changes to Insurance In any year in which the total amount of medical, dental or vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Healthcare Plans.

No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraph.

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act ("ACA") and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance, Dental and Vision plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the



need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes, or their substantial equivalents, are instituted for all other City unrepresented employees.

If the City is required to pay an excise tax or penalty under the Affordable Care Act (“ACA”) or any similar state or federal legislation or regulation for any coverage options, then the employee’s monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the City.

The City will not make any plan design changes for calendar year 2018.

The Agreement will be re-opened to discuss wages, effective May 1, 2018 (not including longevity), and Article 11, Group Insurance, limited to plan design changes (including but not limited to changing carriers, altering or amending insurance plans, and introducing and/or eliminating additional medical insurance options) and premium contribution levels.

Such reopener negotiations shall begin no later than February 1, 2018, with the parties making all efforts necessary to conclude such negotiations no later than April 30, 2018.

## **ARTICLE 12 SENIORITY**

### **Section 12.1. Definition.**

(a) For purposes of this Agreement and calculating longevity for vacations and supplements to wages given in consideration of length of employment, service date shall accrue from the last date of continuous hire of an employee, and shall include time worked as a part-time or seasonal employee (if hired prior to May 1, 2012) if, but only if:

- (1) such employee is a member of the bargaining unit;  
and
- (2) such employee's full-time employment with the City immediately followed his or her part-time or seasonal employment without interruption.

The Service Date for new employees hired after May 1, 2012 will accrue from the employees full-time date of hire with the City.

(b) For purposes of applying the seniority principle in Section 12.3 Seniority Principle of this Agreement and distributing overtime work under Section 3.6 Distribution of Overtime of this Agreement, seniority shall be based upon length of service in the bargaining unit.

**Section 12.2. Probationary Period.** Each employee shall be considered a probationary employee for his or her first forty-five (45) days of continuous service, except that for good cause, the probationary period may be extended not to exceed a total of ten (10) months to permit evaluation of ability to perform the work involved in all seasons, after which his or her seniority shall date back to his or her date of hire. **Probationary employees will be evaluated and provided with feedback during their probationary period.** There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this period will extend probation by an amount of time equal to the amount of time loss. **In the event an employee's probationary period extends beyond ten (10) months, the employee and the Union will be notified in writing.**

**Section 12.3. Seniority Principle.** In all cases of promotions, demotions and layoffs when working forces are being decreased, and recalls

when working forces are increased, seniority shall prevail unless a less senior employee has greater skills, abilities and qualifications to perform the work.

**Section 12.4. Promotions and Job Vacancies.** Whenever **the City determines** a permanent job vacancy develops or is expected to develop in one of the above seniority units, the job will be posted within five (5) business days whenever practical in a location designated by the City for five (5) business days, exclusive of Saturdays, Sundays, and Holidays, for a bid by an employee in the bargaining unit. A job description will be included with all job postings. Said vacancy shall be filled within one (1) month whenever practical. Screening and potential selection of applicants will commence initially in the department where the vacancy occurs. ~~and~~ If a qualified applicant is not available within that department, screening and potential selection will be performed on applicants from within the remainder of the bargaining unit. If more than one (1) qualified employee bids for the vacancy, the City shall select the successful applicant in accordance with the seniority principles set forth in Section 12.3 Seniority Principle of this Article. Any employee who accepts a promotion within the bargaining unit in accordance with the provisions of this Section shall be on probation in such position for a period of forty-five (45) days except that for good cause, the probationary period may be extended not to exceed a total of ten (10) months to permit evaluation of ability to perform the work involved in all seasons. During the probationary period, if the employee fails to demonstrate his or her ability to perform the work involved, he or she shall be transferred to the job classification from which he or she was promoted, displacing the employee, if any, who replaced him or her without loss of seniority. During the forty-five (45) day period, the employee may voluntari-

ly return to the job classification from which he or she was promoted, displacing the employee, if any, who replaced him or her without loss of seniority. Any employee retransferred shall have the right to file a grievance challenging the City's evaluation and determination of his or her ability. Nothing contained in this Section shall prevent the City from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job and where no qualified employee has bid on the job, as provided above, or from hiring a new qualified employee for the vacancy if there are no applicants during the period of posting or if none of the applicants has the ability to perform satisfactorily the work involved. Employees shall not be permitted to make more than one (1) successful bid in any three (3) month period.

An employee's bid is successful when:

- a) The employee is awarded the job bid on and actually begins work in that job classification.
- b) The employee begins work in the classification bid on but is returned to the previous classification for cause during the probationary period.
- c) The employee begins work in the classification bid on, begins work in that classification, and then requests to return to the previous classification during the probationary period.

An employee's bid is not successful when:

- a) The employee is not awarded the job bid on.
- b) An employee is awarded the job bid on, begins work in that classification, is then bumped back due to the previous employee returning to the position bid on.
- c) An employee is awarded the position bid on, begins work in that classification, is then bumped back to the previous classification due to consolidation or elimination of jobs.

**Section 12.5. Consolidation or Elimination of Jobs.** Non-probationary employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailing or displacement of new equipment or machinery, the development of new facilities or for any other reason, shall be assigned to an opening or vacancy in an equal or lower rated job classification in accordance with the seniority principle set forth in Section 12.3 Seniority Principle of this Article. If no opening or vacancy exists, the affected employee shall have the right to displace an employee with less seniority in an equal or lower rated classification in accordance with the seniority principle set forth in Section 12.3 Seniority Principle of this Article.

**Section 12.6. Layoff and Recall Procedure.** In the event of a reduction in the working force of a job classification which is expected to last for more than one (1) week, employees shall be laid off in accordance with the seniority principle set forth in Section 12.3 Seniority Principle of this Article. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

**Section 12.7. Welfare to Work.** No AFSCME represented position will be displaced, laid off, hours reduced or otherwise reduced in pay as a result of any welfare to work initiative.

**Section 12.8. Temporary Transfers.** For the efficient and economical operation of the City, as qualified below, the City may transfer any employee temporarily from any classification to any other job classification to

fill a temporary opening. Any employee who is temporarily transferred to another classification for less than four (4) hours shall receive the rate of pay for his or her classification. An employee who is temporarily transferred to another classification for four (4) or more hours shall receive the rate of pay for his or her classification or the classification to which he or she is temporarily transferred, whichever is higher. Pre-scheduled out-of-classification work expected to exceed four (4) hours will be subject to the seniority provisions of this Article. The City will not avoid elevation pay by changing employees in advance of the four-hour threshold.

If an employee is assigned to the Drop Off Facility for the shift as a Truck Driver and is required to load his/her assigned truck with material for disposal the employee will receive elevation pay for two (2) hours as a Heavy Machine Operator. This will only apply if a Heavy Machine Operator is not assigned to the Drop Off Facility.

Annually employees will be allowed to sign a form declining temporary elevation. Forms will be in effect from May 1 – April 30 of each year. In addition, throughout the year employees may request to sign the form declining temporary elevation. Any request submitted after May 1, will be reviewed on a case by case basis and if approved, will remain in effect for the remainder of the fiscal year. Employees who sign the form declining temporary elevation will not be able to revoke the decision and it will remain in effect until April 30<sup>th</sup>. Employees will be ineligible for overtime that requires temporary elevation in the job classification the employee has declined work. This agreement does not affect their ability to bid on positions in job classifications where they have declined temporary elevation. However, this may reduce the employee's ability to develop the necessary knowledge, skills, and ability to perform work in future full-time vacancies.

**Section 12.9. Non-application of Seniority Rights Within Classifications.** Seniority does not give employees any preference for particular types of work within their job classification or to places of work, machines, or equipment.

**Section 12.10. Termination of Seniority.** Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence.

Service broken under this Section may be reestablished if the employee can show that extraordinary circumstances prevented his timely return.

**Section 12.11. Seniority List.** Once each six (6) months, the City will furnish the Union with an up-to-date seniority list.

**Section 12.12. Training Opportunities.**

(a) During each fiscal year, the City will schedule on-the-job training ~~in higher rated job classifications~~. The City will notify the Union of such training opportunities. The training will be distributed among employees who indicate a desire to receive it, with rotation for such training starting with the most senior employee applying for such training. Trainers who shall be bargaining unit employees whenever possible providing training on off-duty hours will be compensated for their time as provided in this Agreement. Trainees will not be compensated for time spent training on off-duty hours. Whenever in the judgment of the supervisor it is necessary for safety or to insure effective training, a person qualified to operate equipment used in training will supervise the trainee. Hours spent training will not be subject to the provisions of Section 12.8 Temporary Transfers.

(b) The City will pay the entire cost of registration, tuition and books for any employee who voluntarily enrolls in and attends, while off duty, a course determined by the Department Head to be of value in qualifying such employee for a higher rated job.

**Section 12.13 Fleet Management Technician Skill/Certification Based Pay.**

All Fleet Management technicians shall be compensated \$.10 per hour for each approved ASE and/or EVT certification.

**Eligibility for Certification Pay**

The technician shall provide documentation of passing scores for any certifications which they are requesting certification pay. The certification pay will become effective on the next pay period. The certification pay will not be retroactive back to the test date or certification date.

**Disqualification for Certification Pay**



If a certification expires the technician will no longer be eligible for the skill based pay.

### **Required Certification for Technicians**

~~Technicians of the Fleet Management Division covered by this Agreement will have until December 31, 2008 to become certified in the following core areas~~ Technicians must maintain the following minimum core certifications: ASE A4, Suspension and Steering, A5, Brakes, A6 & T6, Electrical/Electronic Systems, T4 Brakes, T5 Suspension and Steering. ~~These minimum certifications must be maintained by the technicians at all times.~~

Technicians on payroll as of May 1, 2007 will be required to maintain a minimum of four (4) out of six (6) core certifications. The City will reimburse those technicians for the cost of passed core certifications. Existing Technicians that do not hold all six (6) core certifications will be ineligible for additional certification pay until all six (6) core certifications are obtained. Existing technicians that do not hold four (4) core certifications will be addressed at that time which may mean an extension or termination, depending on the circumstances.

~~All new~~ Technicians hired ~~after May 1, 2007~~ will be required to have all six (6) core certifications at time of hire or obtain by the end of their probationary period.

### **Testing**

Testing that is during a technician's time off will not be compensated. With advanced approval technicians will be allowed one day per year for ASE and/or EVT certification testing to have their shift assignments adjusted to accommodate a Technician's pre-scheduled testing date. Approval should be requested from the supervisor prior to registration. Technicians

will schedule multiple tests on the same testing date whenever possible. If the reasonable travel time and testing is completed in less than eight (8) hours, the technician is required to report to work. If the reasonable travel time and testing exceeds eight (8) hours, the technician will be paid at their straight time hourly rate.

**Cost of testing**

Technician is responsible for the cost of the test, test supplies, training and reference materials. Section 12.12 Training Opportunities will not apply to this section on Skill/Certification Based Pay. Upon providing passing scores for any certification or recertification listed in this section, the City will reimburse the technician for the cost of the test.

**Skill Based Call Outs**

Effective as technicians become certified emergency call outs will be distributed on a qualified (skill based) call out procedure rather than a seniority procedure which does not always get the most qualified person out for the emergency.

**Approved Test, ASE & EVT**

<b>Automobile</b>		<b>Medium/Heavy Duty Truck</b>	
A1	Engine Repair	T1	Gasoline Engines
A2	Automatic Transmission/Transaxle	T2	Diesel Engines
A3	Manual Drive Train and Axles	T3	Drive Trains
A4	Suspension and Steering	T4	Brakes
A5	Brakes	T5	Suspension & Steering
A6	Electrical/Electronic Systems	T6	Electrical/Electronic Systems
A7	Heating and Air Conditioning	T7	Heating, Ventilation & Conditioning
A8	Engine Performance	T8	Preventive

Maintenance Inspections (PMI)

**Additional ASE Approved Test**

- |    |                               |    |                             |
|----|-------------------------------|----|-----------------------------|
| E1 | Truck Equip: Install & Repair | E2 | Truck Equip: Elect. Systems |
| E3 | Truck Equip: Aux. Power Sys.  | L1 | Gasoline Engine Performance |
| L2 | Diesel Engine Performance     | X1 | Exhaust Systems             |

**EVT Emergency Vehicle Technician Approved Test**

**Fire Apparatus**

- |    |                                     |     |                             |
|----|-------------------------------------|-----|-----------------------------|
| F2 | Fire Apparatus Design & Performance | F3  | Fire Pumps & Accessories    |
| F4 | Fire Apparatus Electrical Systems   | FA4 | Advanced Electrical Systems |
| F5 | Aerial Fire Apparatus               | F6  | Allison Auto Transmission   |
| F8 | Hydraulic Systems                   |     |                             |

**Ambulance**

- |    |   |    |                             |
|----|---|----|-----------------------------|
| E1 | Ambulance Design & Performance                | E2 | Ambulance Electrical System |
| E3 | Ambulance Heating, A/C, & Ventilation Chassis | E4 | Ambulance Body & Chassis    |

**ARFF**

- |    |                                   |    |                          |
|----|-----------------------------------|----|--------------------------|
| A1 | ARFF Vehicle Design & Performance | A2 | ARFF Chassis & Component |
| A3 | ARFF Extinguishment Systems       |    |                          |

**Law Enforcement**

- L1 Law Enforcement Vehicle Installation

During the term of this contract, if ASE or EVT develop additional certification test that the Fleet Management Department approve as certifications for the work done in the department, the technicians will be notified.

## **ARTICLE 13 DISCIPLINE AND DISCHARGE**

**Section 13.1. Discipline.** The employer shall not suspend, discharge or otherwise discipline any employee without just cause. Discipline shall be imposed as soon as possible after the employer becomes aware of the event or action giving rise to the discipline and has a reasonable period to investigate and consider the matter. In the event any disciplinary action or discharge is going to take place, the City will notify the employee one (1) hour in advance to allow him or her the opportunity to contact and have a Union representative present at the meeting. Counseling sessions may be noted in an employee's personnel file provided the employee is notified to that effect. Demotion shall be imposed only for failure or inability to perform the work in the employee's job classification.

**Section 13.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.** Employee suspensions will not be served until management's Step 2 grievance response is provided to the Union.

**Section 13.3. Remedial Authority of Arbitrator in Disciplinary Cases.** Should it be found that any employee has been unjustly disciplined, demoted or discharged, he or she shall be reinstated with seniority rights unimpaired and paid for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

## **ARTICLE 14 GRIEVANCE PROCEDURE**

**Section 14.1. Definition and Procedure.** A grievance is a dispute or difference of opinion raised by one (1) or more employee against the

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

STEP 1: Any employee who has a grievance shall submit it in writing to his or her Department Head, or designee. The grievance shall be signed by both the employee and the steward. The Department Head, or designee, shall discuss the grievance within ten (10) business days with the Steward or his/her designee and the grievant(s) at a time mutually agreeable to the parties. The Department Head, or designee, shall give the City's written answer within ten (10) business days following the meeting, -If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within -ten (10) business days after receipt of the designated Department Head's answer in Step 1. A meeting between the Human Resources Director, and/or his or her representative, and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, and/or his or her representative, and the Union. If no settlement is reached, the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within fifteen (15) business days following the meeting. If the City does not provide its answer within fifteen (15) business days, the Union may elect to treat the grievance as denied at Step 2 and immediately appeal the grievance to arbitration.

This formal grievance process does not preclude an employee or the Union from attempting to resolve an issue or potential grievance -informally with his or her immediate supervisor.

**Section 14.2. Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Indiana or Wisconsin; both the City and the Union shall have the right to strike two (2) names from the panel. Each party retains the right to rejection in its entirety and request that a new panel be submitted. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and a place, subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Bloomington, Illinois (unless the parties mutually agree otherwise).

**Section 14.3. Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of

law. The arbitrator shall submit in writing his or her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

**Section 14.4. Expenses of Arbitration.** The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 14.5. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth, 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 limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Arti-

cle shall mean the days Mondays through Fridays inclusive when employees covered by this Agreement are scheduled to work.

Grievances may be withdrawn at any Step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limit will be treated as withdrawn grievances.

#### **ARTICLE 15 NO STRIKE AND NO LOCKOUT**

**Section 15.1. No Strike.** Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, picketing 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 15.2. No Lockout.** The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

#### **ARTICLE 16 GENERAL PROVISIONS**

**Section 16.1. Fair Representation.** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein without discrimination, interference, restraint or coercion.

**Section 16.2. Union Activity.** The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.



**Section 16.3. Gender.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 16.4. Investigation and Discussion of Grievance.** All grievances, discussions and investigations shall take place in a manner which will not interfere with the operation of the City. An outside Union representative shall be permitted to come on the premises of the City for the purpose of investigating and discussing grievances if he or she first obtains permission to do so from the Human Resources Director or his or her designated representatives provided that such permission shall not be unreasonably denied.

**Section 16.5. No Discrimination.** Neither the City nor the Union shall discriminate against any employee covered by this Agreement because of sex, race, age, color, religion, national origin or sexual orientation as provided by applicable law.

**Section 16.6. Union Bulletin Boards.** The City will make available one (1) bulletin board for posting of official Union notices. The Union will limit the posting of Union notices to such bulletin boards, provided that notices of an inflammatory or political nature shall not be posted.

**Section 16.7. Uniforms.** The City will pay \$750.00 to employee (excluding the Zoo, Fleet Management and Police employees ~~and Parks Security Officers~~) on the first payday in May for the purpose of purchasing uniforms. New employees in the bargaining unit will receive \$750.00 if hired between May 1st and October 31st or \$375.00 if hired between November 1st and April 30th. The City will provide t-shirts if required by the department. Employees should be clean and neat in appearance wearing clothes suitable for their work and properly attired for their respective work

environment. Proper work attire includes long pants, ANSI Certified boots (75#) and outer garments should be of high visibility including, yellow, orange or lime green fluorescent. All attire shall be clean, with no holes, tears, etc. No slogans, profanity or gestures (or implied) advertisements of alcohol, tobacco or illegal substances will be allowed.

The current practice of providing uniforms and safety shoes for the Zoo and Police Department employees ~~and Park Security Officers~~ shall continue as described in Appendix -B. Fleet Management employee uniforms and safety shoes are outlined in Appendix C.

**Section 16.8. Safety.** In accordance with applicable law, the City will make reasonable provision for the safety of the employees covered by this Agreement.

**Section 16.9. Tool Allowance.** The tool allowance for Fleet Management Technicians shall be \$900.00 per year effective May 1, 2007, payable to all non-probationary Fleet Management Technicians in the amount of \$900.00 on the first payday in May. The tool allowance for Fleet Management Technician Laborers will be 50% of the tool allowance for Fleet Management Technicians. Employees are required to keep up to date tool inventories on record with the City for insurance purposes. Tool inventories must be updated prior to payment of the tool allowance.

~~**Section 16.10. Use of Part-time, Seasonal and Non-Permanent Funded Job Training Participants.** No part-time, seasonal or other classes of non-permanent employees will be assigned to do any work other than labor on any job at any municipal golf course which requires more than four (4) hours to complete.~~

**Section 16.101. Residency Requirements.** All employees must live within a fifteen (15.00) mile radius of the Intersection of Main and

Route 9. If the 15.00 miles touches the city limits of any community, the entire city limits of that community are considered within the residency boundaries. Employees who currently live outside the residency boundaries will be allowed to remain, however if they move from their existing residence they will need to move within the residency boundaries. Existing agreements will be terminated and new agreements issued under the above terms.

**Section 16.112. Personnel Files.** The City shall keep a central personnel file for each employee. Employees wishing to review their personnel file shall make an appointment with the Human Resources Department to arrange a convenient time. No materials may be removed from the file.

**Section 16.123. Drivers License.** All employees bidding on a driving position must have an Illinois State Commercial Driver's license, Class "B" hereinafter referred to as the CDL. In order to accommodate our workforce, the City agrees to the following:

- (1) Upon request, the City will schedule the use of City vehicles to allow employees to practice for the examination to acquire a State of Illinois CDL.
- (2) The City will provide training materials to assist employees in obtaining a State of Illinois CDL.

The City agrees at the time of renewal of a CDL license to reimburse the employee the difference in cost of a CDL license and the cost of a regular driver's license.

**Section 16.134. CDL Class A.** If the City requests that an employee obtain a Class "A" CDL, the City will reimburse the employee the total fee required in obtaining and/or renewing this license. Such requests shall

be made in seniority order. Any time a City employee utilizes the Class "A" license to pull or move a piece of City equipment, that employee shall receive a Two Dollar (\$2.00) per hour bonus added to their base rate of pay for a minimum of two (2) hours.

**Section 16.1415. Effect of Failure to Secure CDL.** The City agrees that after an employee has thrice failed to pass the State of Illinois tests required in obtaining a CDL, the employee shall be removed from the position requiring possession of a CDL according to the following procedure:

- (a) The vacated position shall be advertised within Local #699 for bidding in accordance with this Agreement.
- (b) If the successful bidder's vacated position requires a CDL, that position shall be advertised within Local #699 for bidding in accordance with this Agreement. This procedure shall be repeated until a vacated position does not require a CDL, at which time the original employee not having a CDL will be required to fill the vacancy so created.
- (c) If, in the future, the demoted employee obtains a CDL, and a vacancy occurs requiring a CDL, he shall have the same bidding rights as any other employee in accordance with this Agreement.
- (d) If the employee is physically incapable of performing the duties of the last vacancy advertised or if there is not a vacancy requiring a CDL available, the employee will be placed on a layoff status. Said layoff status will be for a six (6) month duration, after which the employee shall be terminated. The vacant position created by the layoff will be filled in accordance with this contract. **EXCEPTION:** If, while on layoff status, the employee shall obtain a CDL, the layoff status shall be extended indefinitely and said employee will be called back for work when a vacancy exists.

**Section 16.1516. Disqualification Under the Act.** An employee deemed disqualified under Title 49, U.S.C. Section 2707 and 2708 (The Commercial Motor Vehicle Safety Act) shall be placed on layoff status for the period of time the disqualification remains in effect.

**Section 16.1617. Drug Testing** The parties agree that employees will be covered under the applicable Drug and Alcohol Policy and Procedure as it may exist from time to time.

**Section 16.1718. Committee Appointments.** The Union will make appointments to the Department Safety and Insurance Committees. The Department Head will determine the size of the Department Safety Committee. The Insurance Committee will include one appointment from Public Service, one appointment from Fleet Management and one from Parks & Recreation.

**Section 16.1819. Removal of Adverse Material.** Any records of discipline may be used for a period of time not to exceed three (3) years from the issuance of discipline. After three (3) years the information shall remain in the employee's personnel file but shall become null and void. After this time the employee can request to have records removed from their personnel file.

**Section 16.1920. Paycheck Distribution.** For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department.

**Section 16.20. Bi-Weekly Payroll.**

Employees shall be paid on a bi-weekly basis provided the City gives two weeks' notice prior to the change. Such change will be effective 90 days after the notice. Upon implementation of the bi-weekly payroll, in the event of a payroll discrepancy of \$100 or more, the City will make all rea-

sonable efforts to rectify such discrepancy within four (4) business days after receiving notice of the discrepancy from the employee.

#### **ARTICLE 17 MANAGEMENT RIGHTS**

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

#### **ARTICLE 18 SAVINGS**

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

## **ARTICLE 19 SUBCONTRACTING**

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

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Section 12.3 Seniority Principle and Section 12.6 Layoff and Recall Procedure will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the im-

plementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

#### **ARTICLE 20 ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, 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.

The parties agree that during the term of this Agreement all sidebar agreements will be reviewed and all that are no longer applicable will be stricken.

#### **ARTICLE 21 TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of May, 2014 and shall remain in full force and effect until the 30th day of April, 2017. It shall be automatically renewed from year to year thereafter unless either party



shall notify the other in writing, at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of ~~January, 2018~~ ~~August 2014~~.

LOCAL 699, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO:

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

CITY OF BLOOMINGTON, ILLINOIS:

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

## Appendix A Seasonal Employees

It is the intent of the employer to only work a seasonal employee, doing bargaining unit work, up to 1560 total hours in a twelve (12) month period or up to ten (10) months in any calendar year. ~~In those instances where employees are needed more than ten (10) months they shall be paid at the 80% probationary rate for a period not to exceed two (2) months. Seasonal employees who are paid at the probationary rate shall be terminated for at least three (3) months prior to being rehired as a seasonal employee, doing bargaining unit work. The Union shall be informed when any seasonal employee works more than ten (10) months.~~

Seasonal employees who work as laborers will not be scheduled to work more than ten (10) hours per day or more than forty (40) hours per week for the purpose of avoiding the payment of overtime to employees covered by this Agreement. Seasonal employees who are assigned work in a classification other than laborer shall not be scheduled to work more than eight (8) hours in any work day and shall not be scheduled or worked in a different classification for the purpose of avoiding the payment of overtime to employees covered by this Agreement. It is expressly agreed by the parties that seasonal employees are not part of the bargaining unit set forth in Section 1.1 Representation and Bargaining Unit of this Agreement and are not covered by any of the provisions of this Agreement. The only exception to this rule is the seasonal Park Security personnel.

## Appendix B Uniforms

The City will reimburse Miller Park Zoo employees \$200.00 per fiscal year and Police Department employees \$100.00 per fiscal year for Safety Shoes (ANSI Certified #75) required in the course of their duties. The City agrees to replace such uniforms as it becomes worn out. Any employee seeking replacement of any part of a uniform shall present the worn-out part to the supervisor. Worn out uniforms parts shall be returned to the employee after being marked for identification. Uniforms will be issued to the Miller Park Zoo and Police Department employees and the Park Security Officer as follows:

### Miller Park Zoo

- 1 winter coat
- 1 light jacket
- 2 hooded sweatshirts
- 1 heavy sweatshirt
- 6 pair of work pants
- 6 work shirts long or short sleeved
- 4 polo shirts

### Police Department Employees

- 1 heavy winter coat
- 1 pair coveralls
- 1 medium weight jacket
- 5 pair pants
- 5 winter shirts
- 5 summer shirts

### ~~Park Security Officer~~

- ~~1 winter jacket~~
- ~~1 winter sweater~~
- ~~2 turtleneck~~
- ~~1 spring/fall light weight jacket~~
- ~~4 pants~~
- ~~3 long sleeve winter shirts~~
- ~~3 short sleeve summer shirts~~

### **Appendix C Uniforms - Fleet Management Technicians**

The City of Bloomington will provide 100% cotton uniforms and uniform cleaning service for all Fleet Technicians.

The uniform service will provide short sleeved and long sleeved uniform shirts based on the seasons. The service will also provide pants. The uniform service will provide eleven (11) pairs of uniforms. It will be the employee's responsibility to ensure that the soiled uniforms are at the Fleet Management facility on the day of collection of the uniform service. The City will not be responsible for the cost incurred by the employee to launder uniforms which are not collected by the uniform service on the designated day for cleaning.

The above clothing will be the only clothing allowed to be worn while on duty. An employee not properly dressed will be required to clock out and change and clock back in.

The City will also provide the Fleet Management Technicians \$250.00 annual allowance paid on the first payday in May. This allowance can be used for steel toe boot purchase, spring and or winter coats, sweat-shirts and coveralls and etc.

**~~Appendix D Parking Maintenance Position~~**

~~The parties agree that when Lee Otis Brewer vacates his position as Parking Maintenance Person, that this position will be eliminated. Any approved vacancy will be filled as a Laborer-Custodian.~~

DRAFT

DRAFT

**Appendix D MAY 1, 2017 – APRIL 30, 2018**  
**CLASSIFICATION AND WAGE REPORTS**  
 (Employees prior to August 12, 2013)

May 1, 2017- April 30, 2018												
(Employees prior to August 12, 2013)												
		80% OF	85% OF	90% OF	95% OF	100% OF	5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
		BASE	BASE	BASE	BASE	BASE	5%	7%	9%	11%	13%	15%
ASST GRNSKEEP	0	\$ 17.45	\$ 17.45	\$ 17.45	\$ 17.45	\$ 17.45	\$ 18.33	\$ 18.67	\$ 19.01	\$ 19.37	\$ 19.73	\$ 20.05
LABORER	0	\$ 21.98	\$ 23.35	\$ 24.72	\$ 26.10	\$ 27.48	\$ 28.87	\$ 29.41	\$ 29.96	\$ 30.51	\$ 31.06	\$ 31.61
ZOOKEEPER	0	\$ 22.39	\$ 23.79	\$ 25.18	\$ 26.59	\$ 27.99	\$ 29.40	\$ 29.96	\$ 30.52	\$ 31.08	\$ 31.63	\$ 32.19
TRUCK DRIVER	0	\$ 22.30	\$ 23.69	\$ 25.08	\$ 26.49	\$ 27.88	\$ 29.26	\$ 29.82	\$ 30.40	\$ 30.95	\$ 31.50	\$ 32.06
REFUSE TRUCK DR	0	\$ 22.59	\$ 23.98	\$ 25.40	\$ 26.81	\$ 28.22	\$ 29.63	\$ 30.19	\$ 30.74	\$ 31.32	\$ 31.89	\$ 32.45
PARK SECURITY	0	\$ 23.64	\$ 25.11	\$ 26.58	\$ 28.06	\$ 29.54	\$ 31.02	\$ 31.61	\$ 32.19	\$ 32.79	\$ 33.37	\$ 33.97
TRAF LINE PAINT	0	\$ 24.11	\$ 25.62	\$ 27.13	\$ 28.64	\$ 30.14	\$ 31.65	\$ 32.26	\$ 32.85	\$ 33.46	\$ 34.05	\$ 34.67
CREW LEADER	0	\$ 24.11	\$ 25.62	\$ 27.13	\$ 28.64	\$ 30.14	\$ 31.65	\$ 32.26	\$ 32.85	\$ 33.46	\$ 34.05	\$ 34.66
UTILITY WORKER	0	\$ 24.94	\$ 26.50	\$ 28.06	\$ 29.62	\$ 31.18	\$ 32.74	\$ 33.36	\$ 33.99	\$ 34.61	\$ 35.23	\$ 35.86
GREENSKEEPER	0	\$ 24.93	\$ 26.49	\$ 28.03	\$ 29.59	\$ 31.15	\$ 32.72	\$ 33.33	\$ 33.96	\$ 34.58	\$ 35.20	\$ 35.82
LT MACHINE OPR	0	\$ 24.93	\$ 26.49	\$ 28.03	\$ 29.59	\$ 31.15	\$ 32.72	\$ 33.33	\$ 33.96	\$ 34.58	\$ 35.20	\$ 35.82
FLEET TECH	0	\$ 24.93	\$ 26.49	\$ 28.03	\$ 29.59	\$ 31.15	\$ 32.72	\$ 33.33	\$ 33.96	\$ 34.58	\$ 35.20	\$ 35.82
LEAD FLEET TECH		\$ 25.32	\$ 26.90	\$ 28.49	\$ 30.07	\$ 31.65	\$ 33.23	\$ 33.87	\$ 34.50	\$ 35.13	\$ 35.76	\$ 36.40
HVY MACHINE OPR	0	\$ 25.71	\$ 27.33	\$ 28.94	\$ 30.54	\$ 32.15	\$ 33.77	\$ 34.40	\$ 35.05	\$ 35.69	\$ 36.33	\$ 36.99
HORTICULTURIST	0	\$ 26.37	\$ 28.01	\$ 29.67	\$ 31.32	\$ 32.97	\$ 34.61	\$ 35.26	\$ 35.94	\$ 36.60	\$ 37.25	\$ 37.91
TURF SPECIALIST	0	\$ 26.37	\$ 28.01	\$ 29.67	\$ 31.32	\$ 32.97	\$ 34.61	\$ 35.26	\$ 35.94	\$ 36.60	\$ 37.25	\$ 37.91
FORESTER	0	\$ 26.56	\$ 28.22	\$ 29.89	\$ 31.55	\$ 33.21	\$ 34.86	\$ 35.53	\$ 36.19	\$ 36.84	\$ 37.51	\$ 38.19
APPRT FORESTER	0	\$ 22.14	\$ 23.53	\$ 24.91	\$ 26.29	\$ 27.67	\$ 29.05	\$ 29.60	\$ 30.16	\$ 30.71	\$ 31.26	\$ 31.82
ASST FORESTER	0	\$ 23.03	\$ 24.47	\$ 25.91	\$ 27.35	\$ 28.78	\$ 30.21	\$ 30.79	\$ 31.38	\$ 31.95	\$ 32.52	\$ 33.10
SR ZOOKEEPER	0	\$ 23.69	\$ 25.16	\$ 26.64	\$ 28.13	\$ 29.60	\$ 31.09	\$ 31.67	\$ 32.28	\$ 32.86	\$ 33.46	\$ 34.04
SIGN COORD	0	\$ 24.93	\$ 26.49	\$ 28.03	\$ 29.59	\$ 31.15	\$ 32.72	\$ 33.33	\$ 33.96	\$ 34.58	\$ 35.20	\$ 35.82

\*Probationary employees will receive 10 cents less than union scale



**Appendix E MAY 1, 2017 – APRIL 30, 2018**  
**CLASSIFICATION AND WAGE REPORTS**  
 (Employees after August 12, 2013)

<b>May 1, 2017- April 30, 2018</b>								
<b>(Employees after August 12, 2013)</b>								
			<b>5 YRS</b>	<b>10 YRS</b>	<b>15 YRS</b>	<b>20 YRS</b>	<b>25 YRS</b>	<b>30 YRS</b>
		<b>BASE</b>	<b>5%</b>	<b>7%</b>	<b>9%</b>	<b>11%</b>	<b>13%</b>	<b>15%</b>
ASST GRNSKEEP	0	\$ 17.45	\$ 18.33	\$ 18.67	\$ 19.01	\$ 19.37	\$ 19.73	\$ 20.05
LABORER	0	\$ 24.25	\$ 25.47	\$ 25.96	\$ 26.44	\$ 26.93	\$ 27.41	\$ 27.89
ZOOKEEPER	0	\$ 17.97	\$ 18.87	\$ 19.23	\$ 19.58	\$ 19.94	\$ 20.31	\$ 20.68
TRUCK DRIVER	0	\$ 24.59	\$ 25.82	\$ 26.32	\$ 26.81	\$ 27.30	\$ 27.80	\$ 28.28
REFUSE TRUCK DR	0	\$ 24.90	\$ 26.13	\$ 26.63	\$ 27.14	\$ 27.63	\$ 28.13	\$ 28.63
PARK SECURITY	0	\$ 26.06	\$ 27.37	\$ 27.90	\$ 28.42	\$ 28.93	\$ 29.46	\$ 29.98
TRAF LINE PAINT	0	\$ 26.59	\$ 27.93	\$ 28.46	\$ 29.00	\$ 29.52	\$ 30.05	\$ 30.59
CREW LEADER	0	\$ 26.59	\$ 27.93	\$ 28.46	\$ 29.00	\$ 29.52	\$ 30.05	\$ 30.59
UTILITY WORKER	0	\$ 27.53	\$ 28.91	\$ 29.46	\$ 30.01	\$ 30.56	\$ 31.11	\$ 31.66
GREENSKEEPER	0	\$ 27.49	\$ 28.87	\$ 29.41	\$ 29.97	\$ 30.51	\$ 31.07	\$ 31.61
LT MACHINE OPR	0	\$ 27.49	\$ 28.87	\$ 29.41	\$ 29.97	\$ 30.51	\$ 31.07	\$ 31.61
FLEET TECH	0	\$ 27.49	\$ 28.87	\$ 29.41	\$ 29.97	\$ 30.51	\$ 31.07	\$ 31.61
LEAD FLEET TECH		\$ 27.99	\$ 29.39	\$ 29.95	\$ 30.51	\$ 31.07	\$ 31.63	\$ 32.19
HVY MACHINE OPR	0	\$ 28.38	\$ 29.78	\$ 30.37	\$ 30.93	\$ 31.49	\$ 32.06	\$ 32.62
HORTICULTURIST	0	\$ 29.09	\$ 30.54	\$ 31.12	\$ 31.70	\$ 32.29	\$ 32.86	\$ 33.46
TURF SPECIALIST	0	\$ 29.09	\$ 30.54	\$ 31.12	\$ 31.70	\$ 32.29	\$ 32.86	\$ 33.46
FORESTER	0	\$ 29.29	\$ 30.75	\$ 31.35	\$ 31.93	\$ 32.52	\$ 33.10	\$ 33.69
APPRT FORESTER	0	\$ 24.42	\$ 25.63	\$ 26.12	\$ 26.61	\$ 27.10	\$ 27.59	\$ 28.08
ASST FORESTER	0	\$ 25.40	\$ 26.67	\$ 27.17	\$ 27.68	\$ 28.18	\$ 28.70	\$ 29.21
SR ZOOKEEPER	0	\$ 26.12	\$ 27.44	\$ 27.96	\$ 28.47	\$ 29.00	\$ 29.52	\$ 30.04
SIGN COORD		\$ 27.49	\$ 28.87	\$ 29.41	\$ 29.97	\$ 30.51	\$ 31.07	\$ 31.61

\*Probationary employees will receive 10 cents less than union scale

\* Employees hired after January 4, 2018 will not be eligible for longevity pay to be included in their hourly rate.

**Appendix F Employees Grandfathered for Insurance**

**The following employees are grandfathered employees as identified in Article 11 Group Insurance Plan.**

ALTIC	DAVID		HOUK	JAMES	
ALVAREZ	DAVID		JACKSON	WILLIAM	
ARREOLA	JONATHAN		JOHNSON	RYAN	
BARLOW	AARON		KENNEDY	JASON	
BEELER	GARRY		KESSINGER	VERNAL	
BEUTOW	JEREMIAH		KLESSIG	WENDY	
BOITNOTT	EARL		MARSH	ROBERT	
BROWN	SCOTT		MCDANNALD	RAYMOND	
COLEMAN	LARRY		MEINTS	JEREMEY	
COLEMAN	HONOR		MONTENEGRO	CHRISTOPHER	
CREWS	ROLAND		MORGAN	JASON	
DAVIS	MICHAEL		OUTLAW	ERIC	
DURFLINGER	GREGORY		RANKIN	HUBERT	
ELAM	JAN		ROGERS	DAVID	
FORTNEY	ANDREW		SHEPARD	JAMES	
GRADY	MARK		SIGLER	JULIAN	
GRANT	LEO		SMITH	ADAM	
HAMEL	CHAD		SOLOMON	CHRISTOPHER	
HANDLEY	RONALD		SPIDLE	JOSEPH	
HARSH	JAMES		STAMP	WILLIAM	
HEINONEN	ERIK		WATSON	TROY	
HERMAN	KENNETH		WOODS	TYLER	
HERNANDEZ	EFRAIN				
HINDMAN	JEFFREY				

**Appendix G Snow Operations**

DRAFT

**BEFORE  
EDWIN H. BENN  
ARBITRATOR**

**IN THE MATTER OF THE ARBITRATION**

**BETWEEN**

**CITY OF BLOOMINGTON**

**AND**

**AFSCME COUNCIL 31 AND  
LOCAL 699**

**CASE NOS.:** Nos. 699-15-1, 20  
Arb. Ref: 16.095  
(Snow Operations  
Work Hours)

**ORDER**

Upon presentation of the parties' evidence and arguments, it is hereby ordered for snow/ice events commencing with the 2016-17 snow season:

1. The City shall follow the provisions of Sections 3.6 of the 2014-17 collective bargaining agreement with respect to distribution of overtime.
2. Shifts are defined as eight hour periods commencing 7:00 a.m., 3:00 p.m. or 11:00 p.m. Employees working as a result of a snow/ice event may work no more than three consecutive shifts or parts thereof. Employees will be required to take one shift off (rest shift) before returning to work. If employees are needed to return to work after the rest shift, employees are limited to working two additional shifts before being required to take another rest shift.
3. If at any time during the snow/ice event, the City through its supervisory personnel has a good faith, non-arbitrary belief that an employee cannot safely

City of Bloomington and AFSCME  
Snow Operations Work Hours  
Page 2

perform the duties required, the employee can be sent home for an eight-hour period. If there are disputes concerning the decision to send an employee home, those disputes shall be resolved by through an expedited, informal arbitration procedure by the undersigned (or any other arbitrator agreed to or selected by the parties). In the event such procedures are required, the party whose position is not upheld shall pay the costs of the proceeding.

4. The Employer does not waive any rights it may have under the terms of the Agreement.

5. Employees shall be paid at the overtime rate for all hours worked outside their regular shift. The City shall not change an employee's regularly scheduled shift to avoid paying overtime.

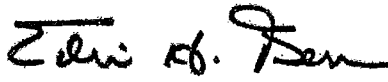
6. At his or her option, the employee shall be permitted to utilize accumulated vacation, personal convenience, or sick time to cover the mandatory rest shift provided in paragraph 2 if that rest period falls on his or her regularly scheduled shift.

7. Unless the parties mutually agree otherwise, seasonal employees shall not be used to perform bargaining unit work not historically performed by them during snow/ice events.

8. To remedy all outstanding snow grievances pending as of the date of this Order, each active employee/grievant shall be afforded the opportunity to work an overtime shift performing non-emergency job functions within 12 months following the date of this Order.

City of Bloomington and AFSCME  
Snow Operations Work Hours  
Page 3

9. The undersigned shall retain jurisdiction to resolve any disputes, which may arise under the terms of this Order.



---

Edwin H. Benn  
Arbitrator

Dated: August 23, 2016

**BEFORE  
EDWIN H. BENN  
ARBITRATOR**

**IN THE MATTER OF THE ARBITRATION**

**BETWEEN**

**CITY OF BLOOMINGTON**

**AND**

**AFSCME COUNCIL 31 AND  
LOCAL 699**

**CASE NOS.:** Nos. 699-15-1, 20  
Arb. Ref: 16.095  
(Snow Operations  
Work Hours)

**SUPPLEMENTAL ORDER AND CLARIFICATION**

1. On August 23, 2016 an Order issued in this matter concerning snow/ice operations and distribution of overtime. A dispute has arisen concerning interpretation of that Order and the City has requested clarification.

2. The dispute is over the meaning of the phrase “[e]mployees working as a result of a snow/ice event may work no more than three consecutive shifts or parts thereof” found in paragraph 2 of the Order. The City views that language to mean that an employee can work up to three consecutive shifts and the phrase “... three consecutive shifts or parts thereof” includes the employee’s regular shift. The Union views the phrase “... three consecutive shifts or parts thereof” to relate only to those shifts of the snow/ice event and does not include an employee’s regular shift.

3. The following example demonstrates the dispute:

Employee A’s regular assigned shift on December 16th is 7  
a.m.-3 p.m. A snow event is called on December 16th at

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5:30 p.m. (after Employee A goes off duty) necessitating a call-back for snow/ice duties. The snow/ice event continues past 3 p.m. on December 17th.

Because the City contends that Employee A’s regular shift is counted as part of the “... three consecutive shifts or parts thereof” calculation, the City’s position is that after being called back for the snow/ice event, Employee A can only work from 5:30 p.m.-11 p.m. on December 16th and 11 p.m.-7 a.m. on December 16-17th. That position looks like this:

Date	Shift Times	Hours Worked During Shifts
12/16	7 a.m.-3 p.m. (8 hrs.)	7 a.m.-3 p.m. – regular shift (8.0 hrs.)
12/16	3 p.m.-11 p.m. (8 hrs.)	5:30 p.m.-11 p.m. – call-out (5.5 hrs.)
12/16-12/17	11 p.m.-7 a.m. (8 hrs.)	11 p.m.-7 a.m. – call-out (8.0 hrs.)
<b>Totals</b>	<b>24.0 hours</b>	<b>21.5 hours</b>

Because the Union contends that Employee A’s regular shift is not counted as part of the “... three consecutive shifts or parts thereof”, in addition to working Employee A’s regular shift from 7 a.m.-3 p.m. on December 16th, the Union’s position is that Employee A can work from 5:30 p.m.-11 p.m. on December 16th, 11 p.m.-7 a.m. on December 16-17th, and 7 a.m.-3 p.m. on December 17th. That position looks like this:

Date	Shift Times	Hours Worked During Shifts
12/16	7 a.m.-3 p.m. (8 hrs.)	7 a.m.-3 p.m. – regular shift (8.0 hrs.)
12/16	3 p.m.-11 p.m. (8 hrs.)	5:30 p.m.-11 p.m. – call-out (5.5 hrs.)
12/16-12/17	11 p.m.-7 a.m. (8 hrs.)	11 p.m.-7 a.m. – call-out (8.0 hrs.)
12/17	7 a.m.-3 p.m. (8 hrs.)	7 a.m.-3 p.m. – call-out (8.0 hrs.)
<b>Totals</b>	<b>32.0 hours</b>	<b>29.5 hours</b>

4. Paragraph 2 of the Order recognized that extended lengths of time performing work during snow/ice events can cause fatigue and be potentially dangerous to the employees and the public. That is why the phrase “[e]mployees working as a



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result of a snow/ice event may work *no more than* three consecutive shifts or parts thereof” was imposed [emphasis added].

5. However, the Order really focused on periods of work *after* the snow/ice event occurs and the employees are called out. The Order did not specifically take into account the periods of work *before* the snow/ice event occurs and how hours of work on a regular shift could impact the hours that can be worked when the snow/ice event is called. Therefore, as the City requests, clarification is needed.

6. The problem is whether and, if so, how long must an employee be off after working his/her regular shift before a new “... three consecutive shifts or parts thereof” measuring period commences which allows an employee to work up to the maximum three consecutive shifts for the snow/ice event?

7. For a small snow/ice event necessitating only a few hours work, there is no issue because if called back for a few hours after completion of a regular shift, even with Employee A’s regular 7 a.m.-3 p.m. shift counted, Employee A will not work “... three consecutive shifts or parts thereof”.

8. The problem is caused by the big snow/ice events. Again, the question is whether and, if so, how long must an employee be off after completing a regular shift and a snow/ice event is called before a new, up to “... three consecutive shift or parts thereof” period commences?

9. Under the Union’s interpretation of the Order, if “... three consecutive shift or parts thereof” only refers to the snow/ice event and if Employee A works his/her regular 7 a.m.-3 p.m. shift on December 16th and a snow event is called at 3 p.m. on that date, Employee A can work four consecutive shifts – *i.e.*, 32 straight hours. That is potentially dangerous. Indeed, what if an employee has a 7 a.m.-3 p.m. regular shift on December 16th and is called in early to work the 11 p.m.-7 a.m. shift on December 15-16th for work that is unrelated to snow/ice and a snow/ice event

is called at 7 a.m. on December 16th? Under the Union's interpretation, that employee can work five consecutive shifts – 40 hours (the early call-in unrelated to the snow ice event; the regular shift and three shifts for the snow/ice event). That is dangerous. And take it even further. What if the employee is held over from a 7 a.m.-3 p.m. shift on December 15th for two shifts unrelated to snow/ice and a snow/ice event is called at 7 a.m. on December 16th? Under the Union's interpretation, that employee can work *six* consecutive shifts – 48 hours (the 7 a.m.-3 p.m. regular shift on December 15th; the two held-over shifts and then the three snow/ice shifts commencing 7 a.m. on December 16th). That is very dangerous. It is also potentially dangerous for Employee A to work his/her regular 7 a.m.-3 p.m. shift on December 16th and then up to three consecutive shifts or parts thereof with only two and one-half hours rest resulting from a 5:30 p.m. call-out – *i.e.*, the example used in this case.

10. On the other hand, what if Employee A works his/her regular 7 a.m.-3 p.m. shift on December 16th and a snow event is called at 5:30 *a.m.* on December 17th? By 5:30 a.m. on December 17th – one and one-half hours before Employee A's regular assigned shift – Employee A is certainly much more rested than he/she was at 5:30 p.m. on December 16th. It would be unreasonable to preclude Employee A from working three consecutive shifts or parts thereof commencing on December 17th at 5:30 a.m. when by that time Employee A has been off work since completing his/her regular shift at 3 p.m. on December 16th (14.5 hours before the 5:30 a.m. snow/ice call-out). And the same arguments can be made for call-outs that occur at certain times before 5:30 a.m. Why shouldn't Employee A be able to work up to three consecutive shifts or parts thereof for call-outs starting at 4:30 a.m.? or 3:30 a.m.? – or even earlier? At some point, the line gets hard to draw and what seems safe becomes potentially dangerous, but the point is made.

11. The answer comes from Section 3.6 (Distribution of Overtime Work) and Article 17 (Management Rights) in the Agreement. Paragraph 1 of the Order requires the City to follow the provisions of Section 3.6 of the Agreement. Section 3.6(a)(1) of the Agreement provides “[s]o far as practicable without reducing efficiency of work performance, opportunities to work overtime shall be distributed among employees in the same job classification, provided the employees are qualified to perform the specific overtime work required.” Turning to Article 17, the City has the management right to “... direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted ... to relieve employees ... for ... legitimate reasons ... [and] to make and enforce reasonable rules and regulations ....”

12. So the determination as to how long an employee must be off work before a new up to three consecutive shifts or parts thereof period commences allowing the employee to work up to a maximum three full shifts in that period is really a managerial call. That is because under Section 3.6(a)(1), the employee must be “... *qualified* to perform the specific overtime work required” and under Article 17, the City has general managerial authority which includes the right to determine under Section 3.6(a)(1) whether employees are “... *qualified* to perform the specific overtime work required ...” [emphasis added]. An insufficiently rested employee who has recently completed a regular work shift and is subject to call-back for a snow/ice event may not be “... qualified to perform the specific overtime work required ...” so as to work as much as 24 consecutive additional hours on short rest.

13. Where managerial rights are involved, arbitrators review disputes concerning those decisions under a limited standard of review. The City does not have

an unfettered and unreviewable right to make managerial decisions. However, arbitrators do not determine whether the City's exercise of its managerial prerogatives are "right" or "wrong" in the arbitrator's view. The standard of review used by arbitrators for management rights cases is limited to whether the City's decision was "arbitrary" – *i.e.*, without a rational basis, justification or excuse.

14. Using that standard of review for the scenario in this case concerning Employee A, I find that it was not "arbitrary" for the City to conclude that Employee A who worked from 7 a.m.-3 p.m. on December 16th could not work up to as many as three consecutive shifts for a snow event called two and one-half hours after the employee completed a regular eight-hour shift. The "rational basis" is safety related. Whether I agree with that decision is not the test. The question before me is whether the City was arbitrary? A decision that after working eight hours, a rest of only 2.5 hours before working another up to three full consecutive shifts (24 hours straight) is not enough rest and could cause potential safety issues is a decision made with a rational basis. The City's argument that 2.5 hours rest is not enough is not an arbitrary decision.

15. Therefore, the City's interpretation that Employee A could be sent home at 7 a.m. on December 16th after working 21.5 hours in a three shift, 24-hour period does not violate the Order or the Agreement. That interpretation is consistent with the phrase "[e]mployees working as a result of a snow/ice event may work no more than three consecutive shifts or parts thereof" found in paragraph 2 of the Order.

16. In sum then, the language "[e]mployees working as a result of a snow/ice event may work no more than three consecutive shifts or parts thereof" found in paragraph 2 of the Order *includes* the employees' regular shifts.


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17. But there still is *the* question. How much rest after completion of Employee A's regular shift is reasonable before Employee A can work "... three consecutive shifts or parts thereof" that are related *solely* to a snow/ice event? I have found that 2.5 hours is insufficient to restart the "... three consecutive shifts or parts thereof", but where is the line to be drawn? And a line should be drawn not only for safety-related reasons, but as a guide for the parties to prevent numerous grievances that can arise as a result of the ebbs and flows of requirements for snow/ice operations.

18. Given the nature of snow/ice event work, I find that if an employee has eight hours off after completion of his/her regular shift, it can be presumed that the employee is rested and that the "... three consecutive shifts or parts thereof" period starts anew and the employee's previously worked regular shift is no longer part of the limitation on the "... three consecutive shifts or parts thereof" that can be worked for the snow/ice event.

19. In any event, it must be remembered that paragraph 3 of the Order continues to govern *all* snow/ice event operations – *i.e.*:

If at any time during the snow/ice event, the City through its supervisory personnel has a good faith, non-arbitrary belief that an employee cannot safely perform the duties required, the employee can be sent home for an eight-hour period. If there are disputes concerning the decision to send an employee home, those disputes shall be resolved by through an expedited, informal arbitration procedure by the undersigned (or any other arbitrator agreed to or selected by the parties). In the event such procedures are required, the party whose position is not upheld shall pay the costs of the proceeding.



Edwin H. Benn  
Arbitrator

August 25, 2017



**CONSENT AGENDA ITEM NO. 7E**

FOR COUNCIL: January 22, 2018

**SPONSORING DEPARTMENT:** Information Services

**SUBJECT:** Consideration of authorizing a Rejection of Bids for Wide Area Connection (WAN) Circuit Upgrades (RFP #2018-22) as requested by Information Services.

**RECOMMENDATION/MOTION:** Recommend the City Council reject all bids for the Wide Area Connection (WAN) circuits.

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

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

**BACKGROUND:** On October 24, 2017, RFP #2018-22 was released seeking proposals for upgrading existing wide area connection (WAN) circuits to five (5) remote locations on the City's data network. Bids were due on November 9, 2017, and the City received four (4) bids.

Along with the five (5) remote WAN circuits, the RFP requested a proposal to replace one of the City's current Internet Service Provider (ISP) connections with a faster, less expensive alternative. After receipt and review of the RFP responses, staff believes it would be in the best interest of the City to separate the WAN and ISP circuit selection. As such, staff is requesting Council approval to reject all original proposals and release an RFP for only the upgrade of the current WAN circuits. Staff will then address the upgrade of the ISP circuit separately.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not Applicable

**FINANCIAL IMPACT:** N/A. There are no anticipated impacts due to the bid being rejected.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Information Services Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive style with a long horizontal line extending to the right.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- 1B RFP – Bid #2018-22



## **REQUEST FOR PROPOSAL**

### **RFP #2018-22 WAN Circuit Upgrade**

Mailing Address: Office of the City Clerk  
City of Bloomington  
109 East Olive Street  
Bloomington, IL 61701

Contact Person(s): Scott Sprouls  
Director of Information Services  
[ssprouls@cityblm.org](mailto:ssprouls@cityblm.org)

Carla Murillo  
Procurement Manager  
[cmurillo@cityblm.org](mailto:cmurillo@cityblm.org)  
309-434-2277

Proposals Due: **Thursday, November 9, 2017 at 11:00 a.m. Central time**



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\*\*Price Sheet (additional excel document)

**LEGAL NOTICE OF  
REQUEST FOR PROPOSAL  
CITY OF BLOOMINGTON, ILLINOIS**

Sealed proposals will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Thursday, November 9, 2017 at 11:00 a.m. Central time** for the following:

**RFP #2018-22  
WAN Circuit Upgrade**

**RFP documents are to be obtained from the City of Bloomington Procurement Services by sending an email to [procurement@cityblm.org](mailto:procurement@cityblm.org).** Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. RFP documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only consultants recorded with the City, as a bona fide plan holder, are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all proposals and to waive technicalities. The award will not be based solely on the “low proposal.” The award will be based on the criteria for selection contained within this document.

The City of Bloomington requires all consultants and offerors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Carla Murillo, Procurement Manager

Published **October 24, 2017**, Bloomington, Illinois

## **TERMS AND CONDITIONS FOR OFFERORS**

**Background:** The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis, and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

**Proposal Identification:** Offerors are required to legibly write the proposal number, proposal name and due date in the lower left corner. Do **not** submit proposals by fax or electronically. Proposals submitted by fax or electronically cannot be accepted or considered for award. Sealed proposals are required.

### **Definitions:**

1. "City" shall mean the City of Bloomington, Illinois.
2. "Requests for Proposals (RFP) is a method of procurement permitting discussions with responsive, responsible offerors and revisions to proposals prior to award of contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

Questions regarding bid/proposal procedures shall be directed to Carla Murillo, Procurement Manager, during regular working hours (M-F 8am-5pm), telephone 309-434-2277.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the Proposal shall be submitted in writing to:

**Scott Sprouls, Director of Information Services, [ssprouls@cityblm.org](mailto:ssprouls@cityblm.org)**

**AND**

**Misty Shafer, Procurement Specialist at [mshafer@cityblm.org](mailto:mshafer@cityblm.org)  
or fax (309) 434-2874**

Questions will be answered in the form of written addenda and provided to all offerors, as per State of Illinois statutes.

If you have obtained this proposal from the City of Bloomington web site or from a source other than directly from the Procurement Office or City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the offeror's responsibility to check with our office prior to submitting your proposal to ensure that you have a complete, up-to-date package. The original copy maintained and on file in the City Clerk's office shall be considered the official copy. **Addenda copies shall be attached to your proposal as proof of receipt.**

The City of Bloomington reserves the right to reject any and all proposals and to waive technicalities, and to accept that proposal which is to be considered in the best interest of the City. Any such decision shall be considered final. Proposals shall be opened in private so as to avoid disclosure of contents to competing offerors.

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any

opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other offeror.

The City of Bloomington reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The City may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that the RFP and all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations may be held by the City as contractually binding on the successful offeror.

When the Evaluation Committee determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal.

The City of Bloomington will not be liable in any way for any costs incurred by respondents in replying to this RFP.

**PROPOSAL SUBMISSION: PLEASE SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES OF THE ENTIRE PROPOSAL PACKET.**

**NON DISCRIMINATION:** The City of Bloomington requires all consultants and offerors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation. Offerors shall comply with the Illinois Human Rights Act, 775 ILCS 5.101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44 Part 750 (Appendix A) 775 ILCS 5/1-102 and constituting of a written EEO policy and workforce profile that demonstrates its EEO practices. Furthermore, the offeror shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The offeror must have a written sexual harassment policy, which meets Illinois Complied State Statutes, 775 ILCS 15/3.

**SECURITY:** The offeror represents and warrants to the City of Bloomington that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The offeror further represents and warrants to the City of Bloomington that the offeror and its principals, shareholders, members, partners or affiliates, as applicable, are not directly or indirectly engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The offeror hereby agrees to defend, indemnify, and hold harmless the City of Bloomington and all City of Bloomington elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses including reasonable attorney's fees and costs arising from or related to any breach of the foregoing representation and warranties.

**PAYMENT TERMS:** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered. Please note: the City of Bloomington offers Electronic Funds Transfers (EFTs) for offerors receiving multiple payments. Please indicate whether you are or are not capable of accepting EFT payments: Yes \_\_\_ or No \_\_\_. If yes, you may receive information later if this process will apply to you.

**EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the offeror to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between offeror and the City will be directed in writing to the Procurement Manager or designated contact person only. The Procurement Manager will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending offeror from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

**NO PROPOSAL:** Offerors who are not able to submit a proposal for this service, but wish to receive proposal tabulation or to be assured of remaining on the City's proposal list for similar services should clearly indicate on the envelope the designation “**NO PROPOSAL**”. Envelopes so marked will not be considered as a formal proposal, but the contents will be responded to in the appropriate manner by City of Bloomington staff. The City will issue a purchase order to the successful offeror.

**PROPOSAL PRICE:** Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the proposal. In case of error in the extension of prices, the unit price shall govern.

**PROPOSAL EVALUATION:** Services will be purchased from the offeror providing the best proposal per service or total package, whichever is in the best interest of the City. The quality of the services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award.

**CRITERIA FOR MAKING SELECTION:** Proposals may be evaluated based upon, but not limited to, the following criteria. This criteria shall be used by the City to determine the firm or individual(s) most qualified and best suited to perform the work. The Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations or demonstrations with one or more selected offerors.

The criteria shall include:

- Firm expertise and competence including experience with similar projects
- Professional qualifications and experience of the key personnel assigned to the project
- Time required to accomplish the requested services
- References
- Ability to work effectively with City staff and representatives
- Proposed cost

The City retains sole discretion to evaluate proposals and may make an award to the consultant the City deems to have the most responsive proposal and is also in the best interest of the City. Receipt of proposals in response to its RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate any and all final terms and conditions including length, scope of services, and compensation of any agreements entered into.

**INVESTIGATION:** Offeror's must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the proposal submission deadline. It is the offeror's responsibility to check with City Clerk prior to submitting their proposal to ensure that they have received all Addenda that may be issued.

**PROOF OF LICENSE, PERMIT, CERTIFICATIONS, ETC.:** Offeror's must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the proposal award and prior to the performance of the work. It is the offeror's responsibility to inquire about requirements of performing the job with the requesting department contact person.

**PROPOSAL FORM:** This entire package shall be returned complete and intact with all information requested and all questions answered. The amount of the proposal shall be stated on the form(s) provided. Variations from the specification/scope of work shall be noted on a separate sheet of paper. If more space is required to furnish a description of the service offered or delivery/start terms, the offeror may attach a letter hereto, which will be made a part of the proposal.

**SPECIFICATION:** The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all offeror's whose items, in the opinion of the City, meets or exceeds performance in these areas.

**PROPOSAL OPENING: TELEPHONE/FAX/VERBAL OFFERS WILL NOT BE ACCEPTED.**  
**Proposals are opened and evaluated in private.** Proposals are not publicly opened and read at the time and date set. It is the responsibility of the offeror to see that the proposal is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Proposals received after the time and date set may be returned unopened to the offeror. This includes Proposals not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the proposal submission, sealed proposals will be accepted on the next business day of the City, up to the originally scheduled time.

**DEFAULT BY OFFEROR:** In the event of default by offeror, the City reserves the right to procure the services from other sources, and hold the offeror liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Bloomington.

**CANCELLATION:** Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will give a written notice of unsatisfactory performance and the consultant will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty (30) days, the City deems that the consultant's performance is still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

**WITHDRAWAL OF PROPOSAL:** An offeror may withdraw a proposal prior to the deadline for proposal submittal by submitting a request for its withdrawal. Proposals received after the time for opening proposals or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards or contracts based on proposal mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager. The request shall then be forwarded to the City's legal staff for final recommendation.

**REJECTION OF PROPOSALS, WAIVERS AND IRREGULARITY:** The City of Bloomington reserves the right to reject any or all proposals, to waive irregularities, and to accept that proposal which is considered in the best interest of the City. Any such decision shall be final.

**PROTESTS:** Any actual or prospective offeror/consultant who is aggrieved in connection with this proposal or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

**INDEMNIFICATION:** Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

**EQUAL OPPORTUNITY GUIDELINES:**

The City requires all consultants and offerors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program the City shall require that the offeror or consultant be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309/434-2218.

**CITY OF BLOOMINGTON, IL**  
**GENERAL INSURANCE REQUIREMENTS FOR CONSULTANTS**

Prior to the commencement of work governed by any contract between the **CITY** and the consultant, the consultant shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insureds will be required and will also denote the description of the job. **The consultant's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Consultant's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

**General Liability** - \$2,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$2,000,000 GL annual aggregate and will include:

- Medical payments - \$5,000
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

**Workers' Compensation and Employer's Liability** –

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

**Automobile Liability** - \$1,000,000 Bodily Injury and Property Damage (CSL) (Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

**Umbrella Liability Coverage** - \$3,000,000 each occurrence, \$3,000,000 aggregate. (These limits will be excess over all underlying coverage documents and would be the minimum required). **Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

**Errors & Omissions Coverage** - Consultant shall maintain an errors & omissions policy in the amount of \$2,000,000.

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.



**REFERENCES:**

Five (5) references are **required** with your proposal. The references shall be from three different sources where you have provided the minimum specifications as required in this proposal. Offeror may use the City of Bloomington as one reference if the offeror has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(2.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(3.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(4.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(5.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

**CONSULTANT COMPLIANCE WITH PUBLIC ACT 85-1295:**

The offeror certifies by signing this statement that this Proposal is made without prior understanding, agreement or accord with any other person submitting a Proposal for the same product or service and that this Proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The offeror also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

\_\_\_\_\_  
Print Name & Date \_\_\_\_\_ Authorized Signature

\_\_\_\_\_  
Company Name

**INSURANCE:**

Offerors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.

Furthermore, the offeror hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the offeror, its employees, agents or sub-offerors. This agreement extends to all claims, of any nature, whether made by the offeror's employees or third parties.

\_\_\_\_\_  
Print Name & Date \_\_\_\_\_ Authorized Signature

\_\_\_\_\_  
Company Name

**GIFT BAN ACT:**

I certify that \_\_\_\_\_ (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000> under.

I further certify that as an offeror, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://www.cityblm.org/code.asp?show=section&id=3450>.

\_\_\_\_\_  
Print Name & Date \_\_\_\_\_ Authorized Signature

## **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the consultant's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, the consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the consultant agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this consultant any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such sub consultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such sub consultants; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any sub consultant fails or refuses to comply therewith. In addition, the consultant will not utilize any sub consultant declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.



Community Relations  
109 E. Olive St.  
Bloomington, IL 61701-3157  
(309) 434-2215 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any company doing business with the City in the excess of \$25,000 during one year, must submit an Equal Opportunity Report Form or an Equal Opportunity Plan.

It is my understanding that your company will be or are presently a consultant for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information. If you are bidding for the opportunity to work for the City of Bloomington, the Contract Compliance Report Form enclosed in the bid packet must be completed, signed and returned in the bid packet.

Please complete the enclosed information in its entirety and return it to the Community Relations Office or with your bid packet. If your company has an approved Equal Opportunity Plan, you may submit it instead of completing the enclosed Contract Compliance Form. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Consultant List."

If you should have any questions regarding either of the forms, please feel free to contact me at (309) 434-2215.

Sincerely,

HR Representative  
Equal Opportunity Associate

**CITY OF BLOOMINGTON  
COMMUNITY RELATIONS DIVISION**

**City of Bloomington  
Community Relations Division  
109 E. Olive Street  
Bloomington, IL 61701**

**(309) 434-2215**

**(309) 434-2831 (Fax)**

**Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.**

**Section I. Identification**

1. Company Name and Address:

Name: \_\_\_\_\_

D/b/a: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number(s) Area Code: \_\_\_\_\_

**Check one of the following:**

**Corporation      Partnership      Individual Proprietorship      Limited Liability Corp.**

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

3. Major activity of your company (product or service):

\_\_\_\_\_

## Section II. Policies and Practices

### Description of EEO Policies and Practices

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES \_\_\_\_\_ NO \_\_\_\_\_

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES \_\_\_\_\_ NO \_\_\_\_\_

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES \_\_\_\_\_ NO \_\_\_\_\_

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES \_\_\_\_\_ NO \_\_\_\_\_

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES \_\_\_\_\_ NO \_\_\_\_\_

G. Has the consultant notified all of its sub-consultants of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in sub consultants purchase orders?

YES \_\_\_\_\_ NO \_\_\_\_\_

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES \_\_\_\_\_ NO \_\_\_\_\_

I. Does the Company have collective bargaining agreements with labor organizations?

YES \_\_\_\_\_ NO \_\_\_\_\_

J. Has the labor organization been notified of the Company’s responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES \_\_\_\_\_ NO \_\_\_\_\_

**Section III. Employment Information**

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

\_\_\_\_\_

B. Job Classifications (See descriptions attached)

\_\_\_\_\_

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location).

\_\_\_\_\_

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

**Section IV. Certification**

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington’s Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

<b>Signature:</b>	<b>Print Name &amp; Title</b>	<b>Telephone Number</b>	<b>Date</b>



**CITY OF BLOOMINGTON  
COMMUNITY RELATIONS DIVISION**

**CONTRACT COMPLIANCE  
WORKFORCE ANALYSIS**

Job Categories	Overall Totals		White(Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
<b>TOTAL</b>												

M= Male, Column B is sum of rows D, F, H, J, and L

F= Female, Column C is sum of Rows E, G, I, K, and M

Date of above: \_\_\_\_\_

Name of person that compiled the above data: \_\_\_\_\_

## **I. INTRODUCTION**

The City of Bloomington (City) is seeking a vendor to provide wide area network (WAN) connections from multiple remote locations to the City's enterprise network at City Hall. The City is also seeking to replace one of three existing Internet Service Provider (ISP) connections. Accordingly, the City is inviting vendors to submit proposals according to the requirements described below.

## **II. BACKGROUND**

The City currently employs Cisco core and distributed route/switch devices throughout its enterprise network. Currently, T1 and ADSL technology is used to connect the remote sites being considered. The City is seeking to replace these WAN circuits with modern, high speed circuits.

The City's current understanding is that Metro Ethernet technology may be best suited for the intranet, point to multi-point, network connectivity required. This document is written with that perspective, but other technologies would be considered. If a vendor chooses to propose different technology, it shall provide written technical justification, and current client references, supporting the technology as a suitable replacement for Metro Ethernet. Ultimately, the award made will be in the best interest of the City

The City's ISP connection being replaced is a 20Mb/s, full duplex connection. The replacement circuit shall be at least 100Mb/s, and include a minimum 26 bit subnet (62 usable IP addresses).

## **III. SCOPE OF SERVICES AND TASKS**

Vendor shall provide intranet and Internet services as described below.

### **1. Vendor/Circuit Requirements**

#### **a. Intranet Point to Multi-Point**

- i. Circuits shall provide the speeds defined in Table 1, and also provide scalable bandwidth up to 1Gb to accommodate future needs.
- ii. Service provided shall be synchronous such that upload and download speeds match the requested speed for each site.
- iii. Service proposed shall accommodate additional remote sites for future growth.
- iv. Circuits shall be capable of supporting data, voice and video applications.
- v. All carrier managed network devices shall be included in vendor's monthly recurring charges (MRC).
- vi. Carrier-owned network devices shall be maintained by carrier under the MRC.
- vii. Termination/hand off to City owned equipment must be capable of being either copper (TX) or fiber (SFP).
- viii. The City assumes any build-out costs associated with any location will be built into the MRC of the contract. Vendor shall list any non-recurring costs (NRC) separately.
- ix. Vendor shall include service level agreement (SLA) standards and options in submitted proposal. The City's expectation is that the service will be available 24x7x365 and that the uptime guarantee will be a minimum 99.9% within any calendar month.
- x. Vendor shall provide a response that demonstrates their ability, technical knowledge and experience in the design and implementation for the proposed services.

Table 1: Intranet Sites and Bandwidth Requirements:

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Bandwidth Requirement</b>
City Hall	109 E. Olive St	Bloomington	IL	61701	200Mbps
Miller Park Zoo	1020 S. Morris Ave	Bloomington	IL	61701	30Mbps
Highland Park Pro Shop	1613 S. Main Street	Bloomington	IL	61701	20Mbps
Prairie Vista Pro Shop	502 W. Hamilton Road	Bloomington	IL	61701	20Mbps
The Den Pro Shop	3002 Fox Creek Road	Bloomington	IL	61701	20Mbps
Market Street Parking Deck	202 W. Market Street	Bloomington	IL	61701	20Mbps

2. Internet Service

- i. Internet service shall provide speed listed in Table 2, and also provide scalable bandwidth for future needs.
- ii. Internet service shall include a minimum 26 bit subnet (62 useable IP addresses). A 24 bit mask (254 useable IP addresses) is preferred.
- iii. All carrier managed network devices shall be included in vendor’s monthly recurring charges (MRC).
- iv. Carrier-owned network devices shall be maintained by carrier under the MRC.
- v. Termination/hand off to City owned equipment must be capable of being either copper (TX) or fiber (SFP).
- vi. The City assumes any build-out costs associated with any location will be built into the MRC of the contract. Vendor shall list any non-recurring costs (NRC) separately.
- vii. Vendor shall include service level agreement (SLA) standards and options in submitted proposal. The City’s expectation is that the service will be available 24x7x365 and that the uptime guarantee will be a minimum 99.9% within any calendar month.
- viii. Vendor shall provide a response that demonstrates their ability, technical knowledge and experience in the design and implementation for the proposed services.

Table 2: Internet Circuit Requirements:

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Bandwidth Requirement</b>
City Hall	109 E. Olive St	Bloomington	IL	61701	100Mbps

**PROPOSAL FORM**  
**RFP #2018-22**  
**WAN Circuit Upgrade**

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

**Base Bid (Initial 3 year term) Total** \$ \_\_\_\_\_

**Alternate 1 (Renewal Years) Total** \$ \_\_\_\_\_

**Grand (Base Bid and/or Alternate 1) Total** \$ \_\_\_\_\_

**\*\*Must also complete and include the printed & signed “RFP #2018-22 Price Sheet”**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

**PROPOSAL CHECKLIST:**

1. Return the entire packet – not just your response
2. Sign and Attach all addenda if any were issued
3. Sign and date all required forms
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due
6. Your (1) original and (2) required copies.
7. Anything else relative to this proposal.

**Tentative Proposal Schedule:**

1. The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of this proposal process.

Action	Due Date	Due Time
RFP Released	Tuesday, October 24, 2017	N/A
Questions Due to City	Tuesday, October 31, 2017	3:00 p.m. Central Time
Response from City	Thursday, November 2, 2017	3:00 p.m. Central Time
Proposals Due	Thursday, November 9, 2017	11:00 a.m. Central Time
Anticipated Award Date	November 27, 2017	N/A

2. Questions will be answered in the form of written addenda and provided to all offeror’s, as per State of Illinois statutes. Submit questions regarding the proposal in writing Scott Sprouls, Director of Information Services, [ssprouls@cityblm.org](mailto:ssprouls@cityblm.org) AND Misty Shafer, Procurement Specialist, at [mshafer@cityblm.org](mailto:mshafer@cityblm.org) no later than 3:00 p.m. Central Time, on Tuesday, October 31, 2017.

**CITY OF BLOOMINGTON  
CONTRACT WITH**

**FOR**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2017, is between the City of Bloomington (hereinafter “CITY”) and (hereinafter “CONTRACTOR”).

**NOW THEREFORE**, the parties agree as follows:

**Section 1. Recitals.** The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:

\_\_\_\_\_ (hereinafter “Request”)

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 4. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

\_\_\_ A flat fee of \$\_\_\_\_\_ as set forth in the Procurement Documents.

\_\_\_ Fees as set forth in the Procurement Documents.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

**Section 6. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 7. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 8. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 9. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 10. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 11. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 12. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 13. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 14. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_



## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: January 22, 2018

**SPONSORING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of an Ordinance Amending the Budget to appropriate and allow Community Development Block Grant funds not used in FY 2017 to be used in FY 2018 as proposed by the Community Development Department.

**RECOMMENDATION/MOTION:** That an Ordinance Amending the FY 2018 Budget be approved to appropriate FY 2017 CDBG carry-forward funding for expenditure in FY 2018, and that the Mayor and City Clerk be authorized to execute the Ordinance.

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

**STRATEGIC PLAN SIGNIFICANCE:** Goal #4 – Objective B: Upgraded quality of older housing stock; Objective C: Preservation of property/home values; and Objective D: Improved neighborhood infrastructure.

**BACKGROUND:** As an Entitlement Community, the City is eligible for funding from the US Department of Housing and Urban Development (HUD) for the provision of the Community Development Block Grant (CDBG) program. City staff prepare the annual budget for Council approval based on the annual allocation from HUD and estimated program income from loan repayments. Although staff endeavors to plan and implement programs that utilize all of the available funding in the year it is provided, a variety of factors often lead to carry-forward funding from one fiscal year to the next.

In the past, the City was allowed to prepare and submit an Annual Action Plan that included a budget based on estimated annual allocations. This process allowed for HUD's approval of the Action Plan prior to the start of the program year (May 1). In FY 2016, HUD released a notice informing Entitlement Communities that Action Plans would no longer be accepted with estimated budgets beginning in FY 2017. HUD did not release allocation amounts until after the start of the City's program year in FY 2017 which resulted in delayed submission of the Annual Action Plan and thus, a delayed release of funding from the US Treasury, as well as a late start to the program's planned projects. This ultimately resulted in approximately \$145,000 in carry-forward funding from FY 2017 to FY 2018. City staff has prepared a budget amendment that allocates the FY17 carry-forward funding for use in FY 2018.

HUD requires that the Action Plan budget include estimated carry-forward funding. Therefore, the \$145,000 has already been approved by HUD for expenditure on the following projects:

- Woodbury Park



- West Bloomington Sewer Project
- Housing Rehabilitation Loan and Grant Program

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** See the Citizen Participation section of the City’s Annual Action Plan.

<http://www.cityblm.org/government/departments/community-development/block-grant/action-plan>

**FINANCIAL IMPACT:** Revenues will increase in direct relation to the expenditures for a “net zero” financial impact to the City’s Community Development Fund. Stakeholders can find information related to this Fund in the FY 2018 Budget Book titled “Adopted Other Funds Budget” beginning on page 22.

**COMMUNITY DEVELOPMENT IMPACT:** Approval of the amendment will allow the above planned projects to be fully-funded for completion in FY18.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Bob Mahrt, Interim Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- Ordinance
- FY18 CDBG Budget Amendment

**FY18 CDBG Budget Amendment**

<b>Expenses</b>					
<b>Account Code</b>	<b>Fund</b>	<b>Organization</b>	<b>Account Name</b>	<b>Original Budget</b>	<b>Revised Budget</b>
22402430-79020-51000	Community Development (CD)	CD Rehabilitation	Rehab Loans	\$ 163,212.00	\$ 233,212.00
22402440-72550-52000	Community Development (CD)	CD Capital Improvements	Sewer and other Capital Improvements	\$ 35,000.00	\$ 75,000.00
22402450-70690-53000	Community Development (CD)	CD Community Services	Other Purchase Services	\$ 40,000.00	\$ 75,000.00
			<b>Total Expenses</b>	<b>\$ 238,212.00</b>	<b>\$ 383,212.00</b>
<b>Revenues</b>					
22402410-53110-51000	Community Development (CD)	CD Federal Grants Rehab		\$ (219,381.00)	\$ (289,381.00)
22402410-53110-52000	Community Development (CD)	CD Federal Grants Cap Imp		\$ (179,112.00)	\$ (219,112.00)
22402410-53110-53000	Community Development (CD)	CD Federal Grants Community Sv		\$ (120,051.00)	\$ (155,051.00)
			<b>Total Revenue</b>	<b>\$ (518,544.00)</b>	<b>\$ (663,544.00)</b>

<b>Net Change</b>
\$ 70,000.00
\$ 40,000.00
\$ 35,000.00
<b>\$ 145,000.00</b>
\$ (70,000.00)
\$ (40,000.00)
\$ (35,000.00)
<b>\$ (145,000.00)</b>

**ORDINANCE NO. 2018 –**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2018**

WHEREAS, on April 10, 2017 by Ordinance Number 2017-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018, which Ordinance was approved by Mayor Tari Renner on April 11, 2017; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2017-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018) is further hereby amended by inserting the following line item and amount presented in Exhibit 3A in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2017-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2017-26.

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

PASSED the 22th day of January 2018.

APPROVED the \_\_\_\_ day of January 2018.

APPROVED:

\_\_\_\_\_  
Tari Renner  
Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Cherry L. Lawson  
City Clerk



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: January 22, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of adopting an Ordinance approving petition(s) from Bloomington Public School District 87 for the dedication of a 15' sanitary sewer easement at 2502 E. Empire Street (located south of Locust Street and east of Colton Ave) to clarify the existence of a relocated utility easement for the City as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** That the Ordinance Approving the Dedication of Several Easements at 2502 E. Empire Street be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** c. Functional, well maintained sewer collection system

### **BACKGROUND:**

The proposed easement dedication provides formal permission for the City to have a sanitary sewer across private property, as well as providing the City the ability to maintain the sewer if necessary.

In 2010, Bloomington Public School District 87 (District 87) constructed a grandstand adjacent to the football field. During review of this grandstand, it was discovered that the existing City owned sewer would need to be relocated. District 87 relocated the sewer as part of the construction of the grandstand.

During this time it was also observed that no easement appeared to exist for the City sewer through the property. At that time, the City had requested an easement be dedicated for the sewer but the dedication never occurred.

In 2017, District 87 replaced the turf on the field with synthetic turf. Simultaneously with this review, the City again requested the easement be dedicated. The subject plat dedicates this easement.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Bloomington Public School District 87.

**FINANCIAL IMPACT:** None. All survey and plat costs were paid by Bloomington Public School District 87.

**COMMUNITY DEVELOPMENT IMPACT: N/A**

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A**

Respectfully submitted for Council consideration.

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

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- BHS Sanitary Sewer Easement Petition
- BHS Sanitary Sewer Easement Legal Description (Exhibit A).
- BHS Sanitary Sewer Easement Ordinance
- BHS Sanitary Sewer Easement Council Map and Plat

PETITION FOR DEDICATION OF

Sanitary Sewer Easement

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) Bloomington Public School District 87

hereinafter referred to as your Petitioner(s), respectfully representing and requesting as follows:

1. That your Petitioner(s) is (are) interested as Owner in the premises hereinafter described in Exhibit(s) Exhibit "A" attached hereto and made a part hereof by this reference;
2. That your Petitioner(s) seek(s) approval of the dedication of 15' Sanitary Sewer Easement in said premises;

WHEREFORE, your Petitioner(s) pray(s) that a 15' Sanitary Sewer Easement be dedicated with such reservation of utility easements as may seem proper.

Respectfully submitted,

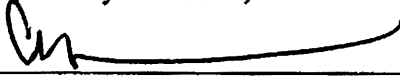
By:   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit "A"

**Legal Description**

A part of Lot 4 in the David Davis Outlots in the City of Bloomington, McLean County, Illinois, being a strip of land, 15 feet in width, lying 7.5 feet on each side of the following described Centerline: Commencing at the intersection of the North Line of the 18-foot wide alley as dedicated in Block 4 in Davis Fourth Addition recorded in Plat Book 6 page 59, in the McLean County Recorder's Office with the East Line of 80-foot wide Colton Avenue in the City of Bloomington, thence east 473.98 feet along the North Line of said alley to the Point of Beginning of said Centerline. From said Point of Beginning, thence northeast 26.07 feet along a line which forms an angle to the right of  $148^{\circ}-00'-56''$  with the last described course; thence east 77.63 feet along a line which forms an angle to the right of  $213^{\circ}-24'-21''$  with the last described course; thence north 50.41 feet along a line which forms an angle to the right of  $87^{\circ}-35'-13''$  with the last described course; thence northwest 74.03 feet along a line which forms an angle to the right of  $94^{\circ}-21'-19''$  with the last described course; thence northwest 448.92 feet along a line which forms an angle to the right of  $258^{\circ}-40'-20''$  with the last described course to a point on the South Line of Locust Street in the City of Bloomington, lying 429.00 feet east of the intersection of said South Line with the East Line of said Colton Avenue. Said 15-foot wide strip is bounded on the south by the North Line of said alley and on north by the South Line of said Locust Street.



**ORDINANCE NO. 2018 - \_\_**

**AN ORDINANCE APPROVING THE DEDICATION OF SEVERAL EASEMENTS LOCATED AT 2502 E. EMPIRE STREET, BLOOMINGTON ILLINOIS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the dedication of a 15-foot wide Sanitary Sewer Easement; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

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

WHEREAS, it is reasonable and proper to dedicate said 15-foot wide Sanitary Sewer Easement as requested in this case.

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

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

**SECTION 3.** That the 15-foot wide Sanitary Sewer Easement as shown on the Easement Dedication Plat attached hereto as Attachment E is hereby dedicated, approved and accepted.

**SECTION 6.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 7.** 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 8.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 9.** This ordinance shall be effective immediately after its passage and approval.

**SECTION 10.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED THIS 22<sup>nd</sup> DAY OF JANUARY 2018.

APPROVED THIS \_\_\_ DAY OF JANUARY 2018.

**CITY OF BLOOMINGTON**

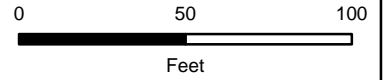
**ATTEST**

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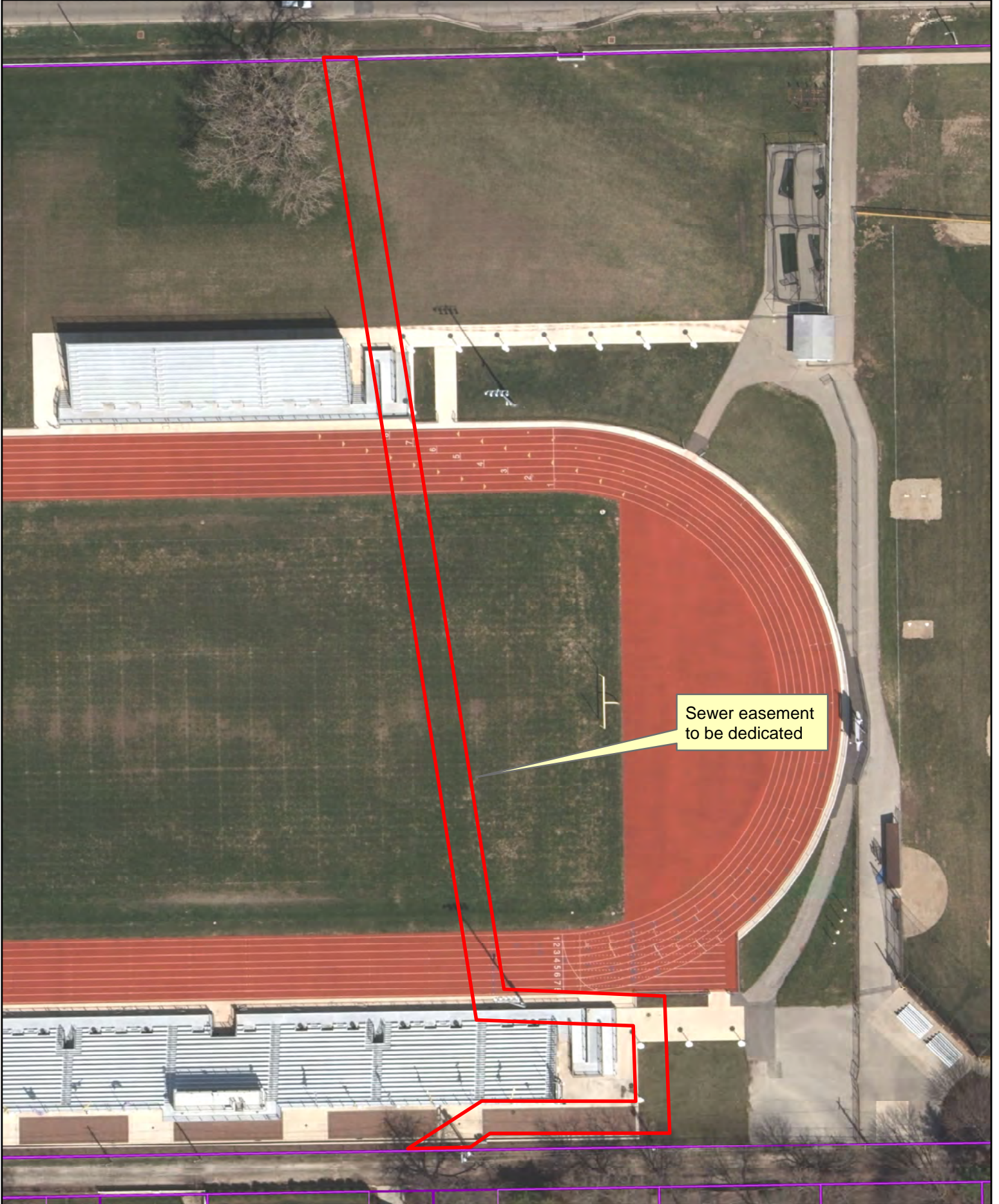
Tari Renner, Mayor

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Cherry L. Lawson, City Clerk



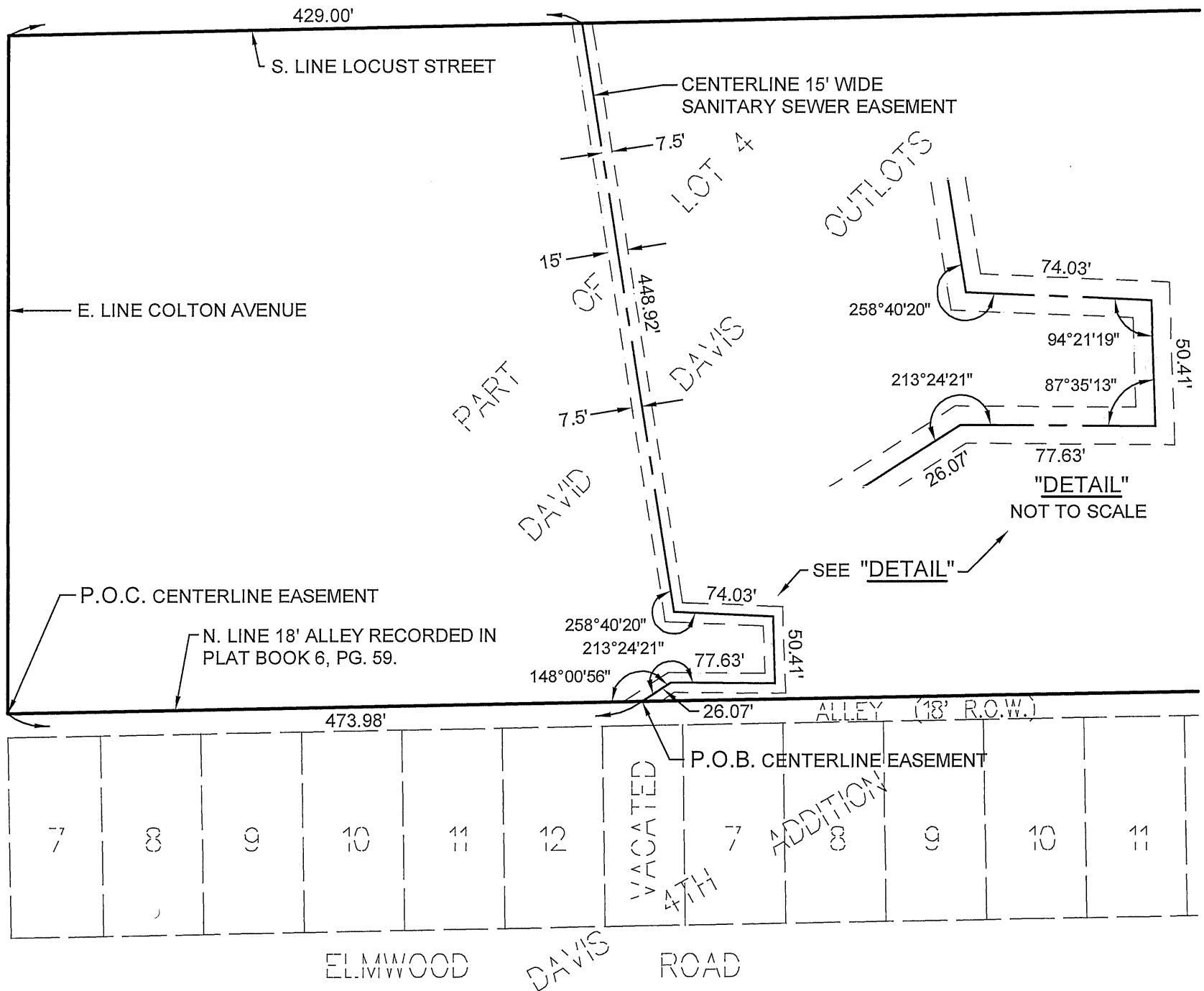
Date: 1/6/2018



Sewer easement  
to be dedicated

LOCUST STREET (66' R.O.W.)

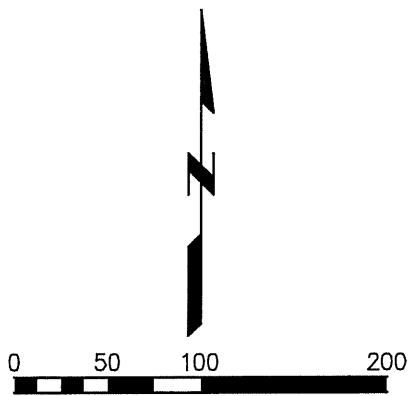
COLTON AVENUE (80' R.O.W.)



**Owner:** Bloomington District 87 Schools

**Description of Sanitary Sewer Easement:**

A part of Lot 4 in the David Davis Outlots in the City of Bloomington, McLean County, Illinois, being a strip of land, 15 feet in width, lying 7.5 feet on each side of the following described Centerline: Commencing at the intersection of the North Line of the 18-foot wide alley as dedicated in Block 4 in Davis Fourth Addition recorded in Plat Book 6, page 59, in the McLean County Recorder's Office with the East Line of 80-foot wide Colton Avenue in the City of Bloomington, thence east 473.98 feet along the North Line of said alley to the Point of Beginning of said Centerline. From said Point of Beginning, thence northeast 26.07 feet along a line which forms an angle to the right of 148°-00'-56" with the last described course; thence east 77.63 feet along a line which forms an angle to the right of 213°-24'-21" with the last described course; thence north 50.41 feet along a line which forms an angle to the right of 87°-35'-13" with the last described course; thence northwest 74.03 feet along a line which forms an angle to the right of 94°-21'-19" with the last described course; thence northwest 448.92 feet along a line which forms an angle to the right of 258°-40'-20" with the last described course to a point on the South Line of Locust Street in the City of Bloomington, lying 429.00 feet east of the intersection of said South Line with the East Line of said Colton Avenue. Said 15-foot wide strip is bounded on the south by the North Line of said alley and on north by the South Line of said Locust Street.



**LEGEND**

- EASEMENT LIMITS LINE
- SANITARY SEWER EASEMENT TO BE DEDICATED

ENGINEERS ARCHITECTS SURVEYORS SCIENTISTS  
**Farnsworth GROUP**

2709 McGRAW DRIVE  
 BLOOMINGTON, ILLINOIS 61704  
 (309) 663-8435 / (309) 663-1571 Fax  
 www.f-w.com

Drawn: DJM Date: 04-09-10

Checked: PAB Book No:

CITY OF BLOOMINGTON  
 SANITARY SEWER EASEMENT PLAT

DISTRICT 87 SCHOOLS  
 BLOOMINGTON, ILLINOIS

Sheet No: 1 OF 1

Project No: 0171599.00 File No: 8-S-2994

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





## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: January 22, 2018

**SPONSORING DEPARTMENT:** Legal Department

**SUBJECT:** An Ordinance Clarifying Authority of the local Liquor Control Commissioner to sanction Liquor License holders for Failure to Pay Taxes as requested by the Legal Department.

**RECOMMENDATION/MOTION:** That an Ordinance be passed clarifying authority of the local Liquor Commissioner to sanction Liquor License holders for failure to pay taxes.

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

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

**BACKGROUND:** The State of Illinois has a two-tiered system of liquor regulation. On the State level, the Illinois Liquor Control Commission regulates the sale, manufacture and distribution of alcohol throughout Illinois. On the local level, both State statute and Bloomington ordinance confer upon the Mayor, as local Liquor Commissioner, broad powers to regulate the licensing and retail sale of alcohol in Bloomington. Chapter 6, Section 37(e) of the Bloomington Code sets forth reasons for which the local Liquor Commissioner can issue fines to liquor license holders or can revoke or suspend licenses. These reasons include such things as the permitting of any violation of State law or Bloomington City Code by any person upon the licensed premises, suspension or revocation of the Illinois State license of the licensee by the State commission, and failure to use and maintain licensed premises in compliance with all codes and regulations pertaining to health and safety.

The proposed ordinance does not represent a change in practice but, rather, is a clarification of language. It has been longstanding practice for liquor license holders who were delinquent on municipal taxes to be summoned before the Liquor Commissioner under the Commissioner's authority to sanction licensees for allowing a breach of State or local law to occur on the premises. The proposed ordinance clarifies that the Liquor Commissioner may sanction licensees for failure to pay food and beverage, packaged liquor, hotel/motel and other municipal taxes. The authority of the local commissioner to sanction liquor license holders for failure to pay municipal taxes mirrors the State Liquor Control Commission's ability to sanction State of Illinois liquor license holders for failure to pay Illinois taxes.

Persons receiving a summons to appear before the Liquor Commission would be given an opportunity to appear before the Commission and contest the amount owed prior to any sanctions being ordered.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This Ordinance was discussed by the Liquor Commission at its regular meetings on December 12, 2017, and January 9, 2018. The Commission voted unanimously to recommend to Council that the Ordinance be passed.

**FINANCIAL IMPACT:** The ordinance will encourage payment of municipal taxes. Payment of municipal taxes will contribute to the fiscal health of the City.

**COMMUNITY DEVELOPMENT IMPACT:** *N/A*

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** *N/A*

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Assistant Corporation Counsel

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- Ordinance

ORDINANCE NO. 2018-

AN ORDINANCE CLARIFYING AUTHORITY OF THE LOCAL LIQUOR  
CONTROL COMMISSIONER TO SANCTION LIQUOR LICENSE HOLDERS FOR  
FAILURE TO PAY MUNICIPAL TAXES

WHEREAS, State law and local ordinance invest the local Liquor Control Commissioner with the power to regulate the retail sale of alcohol in the City of Bloomington; and

WHEREAS, Chapter 6, Section 37(e) of the Bloomington City Code gives the Commissioner the power to fine any liquor license holder and/or to suspend or revoke any liquor license based upon the occurrence of certain acts or omissions on the part of said license holders issued under Chapter 6 of Bloomington City Code pertaining to the regulation and licensing of retail sellers of alcohol; and

WHEREAS, Chapter 6, Section 37(e) of the Bloomington City Code sets forth reasons for which the local Liquor Control Commissioner may fine and/or suspend or revoke the license of liquor license holders within the City of Bloomington; and

WHEREAS, prompt payment of municipal taxes will be encouraged by clarifying that the local Liquor Control Commissioner has the power to fine, or to revoke or suspend the liquor license of those licensees who fail to pay said taxes when due; and

WHEREAS, prompt payment of said municipal taxes will contribute to the fiscal health of the City;

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

SECTION 1. That Chapter 6, Section 37(e) of the Bloomington City Code, 1960, as amended, is hereby amended by adding subsection (12) to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

(e) Fine and/or Suspension or Revocation of License. To fine any licensee and/or to suspend or revoke any license(s) issued under this Chapter for any of the following reasons:

- (1) That the licensee has violated any of the laws of the United States relating to the sale of alcoholic liquor or any of the provisions of the Illinois Liquor Control Act, of this Chapter, or any applicable rules and regulations adopted by the local Liquor Control Commissioner or by the State Commission.
- (2) The willful making of any false statement as to a material fact in the application for such license or in any change of ownership application or request or affidavit for the renewal of any license.

Making a false statement shall include not making a complete statement of all relevant facts which relate to the situation.

- (3) The permitting of any violation of state law or Bloomington City Code by any person upon the licensed premises.
- (4) Failure to use and maintain the licensed premises in compliance with all codes and regulations pertaining to health and safety applicable within the City of Bloomington, including but not limited to Building, Plumbing, Electrical and Fire Codes, Zoning Ordinances, McLean County Health Ordinances, and all regulations and orders of the McLean County Health Department.
- (5) The refusal of any licensee to testify under oath to all relevant and material questions propounded to him at any hearing conducted by the local Liquor Control Commissioner.
- (6) Suspension or revocation of the license of the licensee by the State Commission.
- (7) Payment by the licensee of the special federal tax imposed under Section 4411 (Wagering) or Section 4461 (Coin Operated Gaming Devices) of the Internal Revenue Code of 1954, as amended.
- (8) Maintaining or operating a dram shop on any premises registered as a place of business where activities are carried on which make the person or persons carrying on such activities subject to the special federal tax on wagering. (Section 4411 of said Internal Revenue Code).
- (9) Having on the premises where the licensee carries on his business any coin operated gaming device subject to the special federal tax imposed under Section 4461 of said Internal Revenue Code, whether or not said tax is paid.
- (10) Permitting any gambling device or equipment to be located on the licensed premises, except for devices and equipment licensed and operated in accordance with the Video Gaming Act, 230 ILCS 440/1, et. seq. (Ordinance No. 2012-50)
- (11) Failure to adhere to any changes or requirements imposed as a condition of being issued by the City Council pursuant to Section 4C or by the Liquor Commissioner pursuant to Section 4D of this Chapter. (Ordinance No. 1992-102)
- (12) Failure to pay any food and beverage, package liquor, hotel, utility or other taxes due to the City of Bloomington.



SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

SECTION 5. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this \_\_\_\_\_ day of January, 2018.

APPROVED this \_\_\_\_\_ day of January, 2018.

APPROVED:

TARI RENNER  
Mayor

ATTEST:

CHERRY L. LAWSON  
City Clerk

# REGULAR AGENDA



**REGULAR AGENDA ITEM NO. 8A**

FOR COUNCIL: January 22, 2018

**SPONSORING DEPARTMENT:** Administration

**SUBJECT:** Presentation and Update on the FY2019 "Big Picture" Budget

**RECOMMENDATION/MOTION:** Presentation only.

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

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

**BACKGROUND:** Interim City Manager Presentation of FY 2019 Deficit, Capital needs and potential funding sources.

**COUNCIL COMMITTEE BACKGROUND:** N/A

**FINANCIAL IMPACT/ANALYSIS:** N/A, presentation only.

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Sr. Budget Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen".

Steve Rasmussen  
Interim City Manager

**Attachments:**

- 1B – Deficit and Capital Exhibits
- 1C – Revised FY 2019 Budget Calendar

**OPERATING DEFICIT - by Dept.: EXHIBIT 1.**

	<b>\$ Change</b>
General Tax Revenue - decrease	\$ 1,093,640
Administration Departments	\$ 457,505
Parks	\$ 101,252
Police	\$ 1,126,196
Fire	\$ (237,060)
Community Development	\$ 485,370
Facilities	\$ 312,422
Public Works	\$ 518,400
McLean County Mental Health	\$ (170,762)
Pubic Transportation	\$ 19,450
General Fund Transfers - to other funds	\$ (806,413)
<b>Grand Total</b>	<b>\$ 2,900,000</b>

**TARGETED ACTION ITEMS: \$2.9M - EXHIBIT 2.**

<b>Action Item</b>	<b>Impact to Budget</b>
1. Solid Waste	\$ 1,100,000
2. Vacancy Savings	\$ 500,000
3. Cost Recovery - Service Fee Increases	\$ 225,000
4. Business Registration	\$ 200,000
5. Parking	\$ 200,000
6. Service Level Reductions	\$ 100,000
7. Divesture of Facilities	\$ 25,000
8. Revenue Collections	\$ 25,000
9. Misc FY19 Operating Reductions	\$ 525,000
<b>Total:</b>	<b>\$ 2,900,000</b>

(FOR DEMONSTRATION PURPOSES ONLY)

**CAPITAL NEEDS - EXHIBIT 3.**

Potential Projects	Total Bond Cost	Annual Payment
Fire Station #5	\$ 5,500,000	\$ 300,000
Library Expansion	\$ 20,000,000	\$ 1,000,000
<i>Aquatics Center-O'Neil</i>	\$ 10,000,000	\$ 600,000
Econ Development - Land Acquisition	\$ 5,000,000	\$ 350,000
Hamilton Bunn to Commerce	\$ 5,500,000	\$ 400,000
Public Works Garage	\$ 11,000,000	\$ 700,000
Downtown Improvements	\$ 6,000,000	\$ 450,000
<i>Additional Street Resurfacing &amp; Brick Streets</i>	\$ 11,500,000	\$ 700,000
<i>Annual Facility Maintenance</i>	\$ -	\$ 1,500,000
<b>Total:</b>	<b>\$ 74,500,000</b>	<b>\$ 6,000,000</b>

Note: Project and debt service costs are estimates only. Annual facilities maintenance represents the annual recommended budget for facilities repair for existing buildings which has not been included in annual budgets.

(FOR DEMONSTRATION PURPOSES ONLY)

**CAPITAL AVAILABLE EARNINGS - EXHIBIT 4.**

Potential Funding Sources	Annual Earnings
<i>Property Tax Revenue</i>	\$ 1,300,000
Home Rule Sales Tax (.25pt)	\$ 2,300,000
<i>Local Motor Fuel Tax (4 cents)</i>	\$ 2,300,000
Utility Tax (Increase tax rate to statutory max for water, electricity and gas)	\$ 1,400,000
<b>Total Annual Earnings:</b>	<b>\$ 7,300,000</b>

City of Bloomington  
Proposed City Council FY 2019 Budget Calendar

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(Draft)

Pre-Budget Presentation	Monday, Oct. 16, 2017
City Council Fall Retreat	Saturday, Nov. 4, 2017
Presentation of Estimated Tax Levy	Monday, Nov. 13, 2017
Adoption of Tax Levy	Monday, Dec. 11, 2017
Big Picture Budget Discussion	Wednesday, Dec. 20, 2017

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Proto Budget Discussion	Monday, Jan. 22, 2018
Council Proto Budget Input Discussion	Monday, Feb. 12, 2018
Presentation of the Proposed Budget	Monday, Feb. 26, 2018
Proposed Budget Books to Printer	Thursday, Mar. 1, 2018
Proposed Budget Public Hearing	Monday, Mar. 12, 2018
Legal Deadline for CM to Submit Budget	Thursday, Mar. 15, 2018
Budget Adoption	Monday, Apr. 9, 2018
Budget Adoption backup date	Monday, Apr. 23, 2018
Legal Deadline for Budget Adoption	Monday, Apr. 30, 2018



## REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: January 22, 2017

**SPONSORING DEPARTMENT(S):** Community Development

**SUBJECT:** Consideration of a Resolution recommended by the City's Community Development Department approving an agreement to fund the Small Business Development Center at Illinois Wesleyan University, in the amount of \$9,709.00 for 2017 in 2018, \$26,068.00 for 2018 in 2018, and \$26,068.00 for 2019 in 2019.

**RECOMMENDATION/MOTION:** The Resolution approving the Small Business Development Center funding agreement between the City of Bloomington, Bloomington-Normal Economic Development Council, and Illinois Wesleyan University be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** 1. Financially Sound City Providing Quality Basic Services; 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:** 1E. Partnering with others for the most cost-effective service delivery; 3A. Retention and growth of current local businesses; 3B. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3D. Expanded retail businesses; 3E. Strong working relationship among the City, businesses, economic development organizations.

**BACKGROUND:** At the November 27, 2017 City Council meeting, the City Council adopted Resolution 2017-47 approving a funding agreement for the Small Business Development Center (SBDC) at Illinois Wesleyan University (IWU), which contemplated numerous parties including the City, IWU, the Bloomington-Normal Economic Development Council (BNEDC), and the Town of Normal. Subsequently, the Town opted to approve a separate funding resolution for the SBDC and therefore it is not a party to the joint agreement. To account for the change in parties, City staff is bringing forward a revised resolution and agreement to authorize payment of the City's share of the SBDC funding obligations.

City staff recommends that that the City financially support the IWU SBDC through adoption of the proposed Resolution approving the revised funding agreement. The City's Economic Development Strategic Plan (Adopted October 22, 2012 - Resolution 2012-33) emphasizes the importance of supporting regional economic development efforts, including a SBDC, with a goal of assisting in the start-up / development of new small businesses in the community. The counseling and support services offered by the two staff members and IWU student volunteers at the IWU SBDC to local entrepreneurs and small businesses increase the capacity of the City's Office of Economic Development (presently staffed by one full-time employee and one intern) without an increase in City staff and associated costs.



**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Town of Normal, Bloomington-Normal Economic Development Council, Illinois Wesleyan University.

**FINANCIAL IMPACT:** Exhibit A of the proposed agreement details the funding sources for the SBDC for 2017, 2018, and 2019, including the City's proposed financial commitment of \$9,709.00 for 2017 in 2018, \$26,068.00 for 2018 in 2018, and \$26,068.00 for 2019 in 2019. If approved, the 2017 and 2018 funding for the proposed agreement will be sourced from the City's FY 2018 Economic Development - Other Professional & Technical Services account (10019170-70220). Stakeholders can locate the FY 2018 amount in the Budget Book titled "Adopted General Fund Budget" on page 408. For the proposed 2019 funding, staff will budget accordingly in the drafting of the proposed FY 2019 budget.

**COMMUNITY DEVELOPMENT IMPACT:** The Economic Development chapter of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) details the following goals and objectives related to promoting entrepreneurship and assisting small businesses in the City:

***ED-1. Ensure a broad range of employment opportunities for all residents.***

**ED-1.1 Focus on retention and expansion of existing businesses.**

ED-1.1e Provide technical assistance and support to existing businesses in the community.

***ED-2. Foster a culture of entrepreneurship.***

**ED-2.1 Promote access to resources, funding and information.**

ED-2.1a Create and maintain a database of available entrepreneurship resources for Bloomington-Normal and McLean County.

ED-2.1e Host conferences and workshops to share state and national level expertise on entrepreneurship with area residents.

ED-2.1j Facilitate funding for entrepreneurial efforts in the community.

***ED-2.2 Establish partnerships.***

ED-2.2a Establish partnerships with area higher education institutions such as ISU, IWU, Lincoln College and Heartland College to increase educational offerings and assistance in entrepreneurial education.

ED-2.2b Establish partnerships with state and national level entrepreneurial networks to market and promote Bloomington-Normal entrepreneurial activities.

ED-3.1e Position Bloomington and the metro area as welcoming and conducive to Baby Boomers who want to start a new businesses.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** *Not Applicable.*

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Bob Mahrt, Interim Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- 8B – 1. Resolution approving the Funding Agreement for the SBDC at IWU
- 8B – 2. Funding Agreement for the SBDC at IWU
- 8B – 3. Funding Agreement for the SBDC at IWU Exhibit

**RESOLUTION NO. 2018 - \_\_\_\_**

**A RESOLUTION APPROVING THE SMALL BUSINESS DEVELOPMENT CENTER FUNDING AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, BLOOMINGTON-NORMAL ECONOMIC DEVELOPMENT COUNCIL, AND ILLINOIS WESLEYAN UNIVERSITY**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (the “*City*”) is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, the Mayor and City Council of the City (the “*Corporate Authorities*”) desire to partner with the Board of Directors of the Bloomington-Normal Economic Development Council (“*BNEDC*”) as well as the administration of Illinois Wesleyan University (“*IWU*”) to collaboratively partner to fund and support the Illinois Small Business Development Center at Illinois Wesleyan University (the “*Center*”); and

**WHEREAS**, the Center was designed to provide assistance to small businesses and aspiring entrepreneurs in McLean County and commenced operations on the IWU campus in March of 2017 and has already assisted approximately 100 clients; and

**WHEREAS**, the Center collaborates with the economic development staff of both the City and the Town of Normal (the “*Town*”), as well as the BNEDC, McLean County Chamber of Commerce, and the Central Illinois Chapter of SCORE, all with the shared goal of growing the local economy of McLean County Illinois by supporting existing small businesses and aspiring entrepreneurs; and

**WHEREAS**, the Center plays a critical role in promoting economic development within the City, Town, and McLean County through its business retention and expansion efforts; and

**WHEREAS**, the Corporate Authorities find that the services provided by the Center support the economic development goals and priorities for the City as set forth by Corporate Authorities in the City’s Comprehensive Plan 2035 (Adopted August 24, 2015) and the City’s Economic Development Strategic Plan (Adopted October 22, 2012); and,

**WHEREAS**, in order to leverage federal and state funds, the City, BNEDC, and IWU desire to financially fund the Center for the years of 2017, 2018, and 2019 through a joint Funding Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:**

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

**Section 2.** The City Council hereby approves the Funding Agreement, attached as Exhibit A, and hereby authorizes the Mayor and City Clerk to execute same. The City Council

further authorizes the expenditure of funds called for within the Agreement and directs staff to issue said payments in accordance with the Agreement.

**Section 3.** All resolutions or parts of resolutions in conflict herewith, including specifically Resolution 2017-47 which approved a different version of the funding agreement, are hereby repealed.

**Section 4.** This Resolution shall be in full force and effect immediately after its passage and approval.

ADOPTED this \_\_\_\_ day of January, 2018.

APPROVED this \_\_\_\_ day of January, 2018.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**EXHIBIT A**  
**FUNDING AGREEMENT**

**SMALL BUSINESS DEVELOPMENT CENTER FUNDING AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON,  
BLOOMINGTON-NORMAL ECONOMIC DEVELOPMENT COUNCIL,  
AND ILLINOIS WESLEYAN UNIVERSITY**

This agreement is dated January \_\_\_\_, 2018 and is between the CITY OF BLOOMINGTON (“City”), BLOOMINGTON-NORMAL ECONOMIC DEVELOPMENT COUNCIL (“BNEDC”), and ILLINOIS WESLEYAN UNIVERSITY (“IWU”).

**WHEREAS**, the City of Bloomington is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Bloomington-Normal Economic Development Council is an 501(C)(6) Illinois non-profit organization; and

**WHEREAS**, Illinois Wesleyan University is a private institution of higher education operating in the City of Bloomington; and

**WHEREAS**, by a joint effort of the City, BNEDC, and IWU, IWU houses and operates the Illinois Small Business Development Center at Illinois Wesleyan University (the “Center”) designed to provide assistance to small businesses and aspiring entrepreneurs in McLean County; and

**WHEREAS**, the Center commenced operations on the IWU campus in March of 2017 and has already assisted approximately 100 clients; and

**WHEREAS**, the Center collaborates with the economic development staff of both the City, as well as the BNEDC, McLean County Chamber of Commerce, and the Central Illinois Chapter of SCORE, all with the shared goal of growing the local economy of McLean County Illinois by supporting existing small businesses and aspiring entrepreneurs; and

**WHEREAS**, in addition to offering one-on-one counseling sessions and other personalized businesses counseling and consulting services, the Center coordinates and hosts seminars on how to start a small business in Illinois and also offers seminars on franchising, intellectual property, social media, cyber security, financial statements, budgets, website design, target markets, employee conflict resolution, hiring practices, business legal structure, and estate planning; and

**WHEREAS**, the Center plays a critical role in promoting economic development within the City and McLean County through its business retention and expansion efforts; and

**WHEREAS**, in order to leverage federal and state funds, the City, BNEDC, and IWU desire to financially fund the Center for the years of 2017, 2018, and 2019; and

**WHEREAS**, IWU has already provided staffing and staff support services for the Center as well as office space and other in-kind support required for the Center to function on the IWU campus for the calendar year 2017, and IWU seeks to continue to financially support the Center

throughout the remaining term of this agreement, but cannot do so without the financial support of the City, and BNEDC; and

**WHEREAS**, the City, BNEDC, and IWU all find it to be in the best interests of each parties' constituencies to enter into this agreement to provide a stable source of funding necessary for the continued operation of the Center as outlined herein.

**NOW THEREFORE**, the City of Bloomington, Bloomington-Normal Economic Development Council, and Illinois Wesleyan University hereby mutually agree as follows:

**1. Recitals.** The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

**2. Financial Contributions.** The City, BNEDC, and IWU, shall jointly contribute the financial support detailed in Exhibit A to fund the operations of the Center in calendar year 2017, 2018, and 2019 as outlined below:

- a. The financial support provided to IWU by the City and BNEDC for 2017 shall be paid to IWU within thirty (30) days of approval and execution of this agreement by all parties.
- b. The financial support provided to IWU by the City and BNEDC for 2018 and 2019 shall be paid quarterly, in four (4) equal installments per year, eight (8) installments total, according to the schedule detailed in Exhibit A.
- c. The financial support provided to the Center by IWU as detailed in Exhibit A may be made in either a direct or in an in-direct manner (i.e. contribution of office space, equipment, support services, etc.) and may also include funds received from the United States Small Business Administration ("SBA") or State of Illinois Department of Commerce and Economic Opportunity ("DCEO") so long as IWU provides a detailed accounting of its financial support and sources of funds to the City and BNEDC on a quarterly basis.
- d. IWU may spend the funds provided by the City and BNEDC in whatever manner is deemed necessary by IWU, in its sole discretion, to achieve the stated purposes and deliverables identified in this agreement.

**3. Hosting and Operation of the Center.** In consideration of receiving the financial support from the City and BNEDC as set forth in Section 2, IWU agrees to host and operate the Center on the IWU campus (or at a location mutually agreed to by all of the parties to this agreement) per the requirements set forth by the SBA as detailed in the Small Business Act and per the requirements set forth by DCEO for a Small Business Development Center. The Center shall provide the customary services of a Small Business Development Center per SBA and DCEO guidelines. If, at any time during the term of this agreement, the Center were to lose accreditation from the SBA or DCEO, the financial support set forth in Section 2 shall be suspended until such a time as when accreditation is regained. At any time upon request by the parties to this agreement,



IWU shall provide evidence of its cooperative agreement or charter in good standing with the SBA and / or DECO to operate a Small Business Development Center.

**4. Hold Harmless.** IWU shall defend, indemnify and hold harmless the City and BNEDC, the officials, agents and employees of the City and BNEDC from and against any and all claims, damages, losses (including attorney's fees), actions, suits or proceedings of any kind that might arise as the result of, or incidental to, this Agreement, except for claims, damages, and losses caused by the gross negligence of either the City or BNEDC.

**5. Change in Law.** If there is any change in law or ruling by a court of competent jurisdiction that prevents the City or BNEDC from making the contributions set forth in Section 2 above, the City and BNEDC shall have no obligation to make such contribution and this agreement shall be terminated with no further rights or obligations extending to the parties.

**6. Reporting and Oversight.** During the term of the Agreement, on a quarterly basis, IWU shall provide to the City and BNEDC a written report that details the use of the financial support provided to IWU under this agreement as well as details regarding the activities undertaken by the Center to support small businesses and aspiring entrepreneurs in McLean County. An oversight board (the "Board") shall be formed and meet on a quarterly basis to review the operations and activities of the Center. Should a majority of the members of the Board determine that the Center is not adequately supporting small businesses and aspiring entrepreneurs in McLean County, in the sole discretion of the Board, the Board shall give written notice to the parties to this agreement that the Board recommends that this agreement be terminated or amended to cure the inadequacy of the Center. The Board shall be comprised of the following individuals:

- A. The City Manager of the City (or his or her designee, so long as the designee is an employee of City).
- B. The Chief Executive Officer of the EDC (or his or her designee, so long as the designee is an employee of EDC or a member of its Board of Trustees).
- C. IWU Provost (or his or her designee)
- D. The Director of the Center.

**7. Notices.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid. Notices shall be delivered as follows or to any replacement parties as may from time to time be identified by written notice:

**To the City:**  
City of Bloomington  
Attention: City Manager  
Attention: Corporation Counsel  
109 E. Olive Street  
Bloomington, IL 61701

**To the BNEDC:**  
BN Economic Development Council  
Attention: Chief Executive Officer  
200 W. College Avenue  
Suite 402  
Normal, IL 61761

**To IWU:**  
Illinois Wesleyan University  
Attention: University President  
Attention: Corporation Counsel  
1312 Park Street  
Bloomington, IL 61701

**8. General Terms & Conditions.** The following general terms and conditions shall apply to this agreement:

- A. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- B. Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- C. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- D. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- E. Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

- F. No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the City, BNEDEC, or IWU.
- G. Strict Performance.** The failure of any party to this Agreement to insist on strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver of such covenant, condition or right.
- H. Remedies.** If, within 30 days after delivery of a default notice, the defaulting party fails to cure the default in accordance with the demand for performance set forth in the notice, the demanding party, without further notice, may resort to any and all remedies available at law or in equity, including specific performance.

**9. Term of Agreement.** This agreement shall be in full force and effect beginning on the date set forth above and ending December 31, 2019. This agreement may be extended an additional year at the same contribution levels by amendment and approval of all parties prior to December 31, 2019.

*[Signature Page To Follow]*

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Tari Renner, Mayor

ATTEST:

By: \_\_\_\_\_  
Cherry Lawson, City Clerk

**BLOOMINGTON-NORMAL  
ECONOMIC DEVELOPMENT COUNCIL**

By: \_\_\_\_\_  
Mary Bennett Henrichs, Chairperson

ATTEST:

By: \_\_\_\_\_  
Greg Cook, Secretary

**ILLINOIS WESLEYAN UNIVERSITY**

By: \_\_\_\_\_  
Eric Jensen, President

ATTEST:

By: \_\_\_\_\_  
, Secretary

**SMALL BUSINESS DEVELOPMENT CENTER FUNDING AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON,  
BLOOMINGTON-NORMAL ECONOMIC DEVELOPMENT COUNCIL,  
AND ILLINOIS WESLEYAN UNIVERSITY**

**EXHIBIT A**

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**FINANCIAL SUPPORT DETAIL**

	<b>CITY</b>	<b>BNEDC</b>	<b>IWU</b>	<b>OTHER</b>	<b>SBA / DCEO</b>	<b>TOTAL</b>
<b>2017</b>	\$9,709.00	\$30,000.00	\$58,237.00	\$9,709.00	\$80,000.00	\$187,655.00
<b>2018</b>	\$26,068.00	\$40,000.00	\$77,461.00	\$26,068.00	\$80,000.00	\$249,597.00
<b>2019</b>	\$26,068.00	\$40,000.00	\$79,722.00	\$26,068.00	\$80,000.00	\$251,858.00
<b>TOTAL</b>	\$61,845.00	\$110,000.00	\$215,420.00	\$61,845.00	\$240,000.00	\$689,110.00

**PAYMENT SCHEDULE**

<b>2017 Payment:</b>	Within thirty (30) days of approval and execution of this agreement by all parties
<b>2018 Payment 1:</b>	On or before January 31, 2018
<b>2018 Payment 2:</b>	On or before April 30, 2018
<b>2018 Payment 3:</b>	On or before July 31, 2018
<b>2018 Payment 4:</b>	On or before October 31, 2018
<b>2019 Payment 1:</b>	On or before January 31, 2019
<b>2019 Payment 2:</b>	On or before April 30, 2019
<b>2019 Payment 3:</b>	On or before July 31, 2019
<b>2019 Payment 4:</b>	On or before October 31, 2019