

PROPOSED AGENDA FOR TOWN COUNCIL MEETING

**Tuesday**  
January 2, 2018  
7:00 p.m.

5:30 p.m. Tour of Office Space at One Uptown Circle, 2<sup>nd</sup> Floor

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
5. OMNIBUS VOTE AGENDA  
(All items under the Omnibus Vote Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which event, the item will be removed from the Omnibus Vote Agenda and considered as the first item after approval of the Omnibus Vote Agenda.)
  - A. Approval of the Minutes of the Regular Meeting of December 18, 2017
  - B. Approval of Town of Normal Expenditures for Payment as of December 27, 2017
  - C. Resolution to Appropriate \$16,210.39 of the Town's Allotment of Motor Fuel Tax Funds for the Town's Obligation to McLean County for the Cost of Traffic Signals at the Intersection of Towanda Barnes and Raab Roads
  - D. Resolution Approving a Property Tax Settlement Agreement
  - E. Ordinance Adopting a Directive Prohibiting Sexual Harassment
6. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

None

NEW BUSINESS

7. Motion to Adjourn to Executive Session

CONCERNS

ADJOURNMENT

# **Omnibus Vote**

MINUTES OF THE REGULAR MEETING OF THE NORMAL TOWN COUNCIL HELD IN THE COUNCIL CHAMBERS, NORMAL CITY HALL, FOURTH FLOOR UPTOWN STATION, 11 UPTOWN CIRCLE, NORMAL, MCLEAN COUNTY, ILLINOIS – MONDAY, DECEMBER 18, 2017.

1. CALL TO ORDER:

Mayor Chris Koos called the regular meeting of the Normal Town Council to order at 7:00 p.m., Monday, December 18, 2017.

2. ROLL CALL:

The Clerk called the roll with the following persons physically

PRESENT: Mayor Chris Koos and Councilmembers Chemberly Cummings, Scott Preston, R.C. McBride, and Kevin McCarthy. Also present were City Manager Mark Peterson, Deputy City Manager Pamela Reece, Corporation Counsel Brian Day, and Town Clerk Angie Huonker.

ABSENT: Councilmembers Jeff Fritzen and Kathleen Lorenz.

3. PLEDGE OF ALLEGIANCE:

Mayor Koos led the Pledge of Allegiance to the Flag.

4. PUBLIC COMMENT:

There was no public comment.

5. OMNIBUS VOTE AGENDA:

Mayor Koos read aloud the items to be considered by the Omnibus Vote Agenda.

A. APPROVAL OF THE MINUTES OF THE PUBLIC HEARING OF DECEMBER 4, 2017:

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF DECEMBER 4, 2017:

B. APPROVAL OF TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF DECEMBER 13, 2017:

C. RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS STATE UNIVERSITY FOR LANDSCAPE WASTE DISPOSAL: Resolution No. 5517:

D. RESOLUTION APPROVING FINANCIAL SUPPORT FOR THE MCLEAN COUNTY SMALL BUSINESS DEVELOPMENT CENTER AND APPROVING AN ASSOCIATED FY 2017-18 BUDGET ADJUSTMENT: Resolution No. 5518:

- E. RESOLUTION APPROVING AN AMENDED SITE PLAN FOR THE ADDITION OF A CELL TOWER TO FAIRVIEW PARK (801 N. MAIN): Resolution No. 5519:
- F. ORDINANCE AMENDING SECTION 11.4-1(I) OF THE MUNICIPAL CODE OF THE TOWN OF NORMAL-ADOPTING THE 2017 NATIONAL ELECTRIC CODE, WITH AMENDMENTS: Ordinance No. 5723:
- G. ORDINANCE AMENDING THE 2015 INTERNATIONAL RESIDENTIAL CODE, SECTION 11.4-1(B) OF THE MUNICIPAL CODE OF THE TOWN OF NORMAL: Ordinance No. 5724
- H. ORDINANCE AMENDING SECTION 15.17 OF THE MUNICIPAL CODE OF THE TOWN OF NORMAL (DESIGN REVIEW IN B-2 CENTRAL BUSINESS DISTRICT): Ordinance No. 5725:

Mayor Chris Koos excused himself from voting on any expenses he incurred while performing his duties as Mayor.

Councilmember Chamberly Cummings excused herself from voting on any expenses she incurred while performing her duties as Councilmember.

There were no items removed from the Omnibus Vote Agenda.

MOTION:

Councilmember McBride moved, seconded by Councilmember McCarthy the Council Approve the Omnibus Vote Agenda.

AYES: McBride, Cummings, Preston, McCarthy, Koos.

NAYS: None.

ABSENT: Fritzen, Lorenz.

Motion declared carried.

Items A, B, C, D, E, F, G, and H were approved by the Omnibus Vote.

6. ITEMS REMOVED FROM THE OMNIBUS VOTE AGENDA:

There were no items removed from the Omnibus Vote Agenda.

GENERAL ORDERS:

7. ORDINANCE PROVIDING FOR THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$10,000,000 IN GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018 TO BE USED TO REFUND THE TOWN'S SERIES 2008 FIXED RATE BOND ISSUE: Ordinance No. 5726:

MOTION:

Councilmember McCarthy moved, seconded by Councilmember Preston, the Council Adopt an Ordinance Providing for the Issuance of an Amount Not to Exceed \$10,000,000 in General Obligation Refunding Bonds, Series 2018 to be used to Refund the Town's Series 2008 Fixed Rate Bond Issue.

AYES: McBride, Cummings, Preston, McCarthy, Koos.

NAYS: None.

ABSENT: Fritzen, Lorenz.

Motion declared carried.

#### NEW BUSINESS:

There was no new business.

#### CONCERNS:

City Manager Mark Peterson introduced Mr. Todd Krzyskowski, Financial Advisor from Mesirow Stein Financial and Mr. Mike Southworth, Bond Counsel for the Town.

Councilmember Chamberly Cummings wished everyone Happy Holidays.

#### ADJOURNMENT:

##### 10. MOTION TO ADJOURN:

There being no further business to come before the Council, Mayor Koos called for a Motion to Adjourn.

#### MOTION:

Councilmember McBride moved, seconded by Councilmember Preston, the Council accept a Motion to Adjourn.

AYES: McBride, Cummings, Preston, McCarthy, Koos.

NAYS: None.

ABSENT: Fritzen, Lorenz.

Motion declared carried.

Mayor Chris Koos adjourned the regular meeting of the Normal Town Council at 7:04 p.m., Monday, December 18, 2017.

| <u>Vendor Name</u>  | <u>Description</u>         | <u>Transaction Amount</u> |
|---|----------------------------|---------------------------|
| <b><u>General Fund</u></b>  |                            |                           |
| FREEDOM OIL COMPANY   | 4005 UNLEADED @ \$1.85/GLN | \$7,410.50                |
| FREEDOM OIL COMPANY   | 4003 OF DIESEL @ \$2.167/G | \$8,676.06                |
| ILLINOIS DEPARTMENT OF REVENUE  | SALES TAX PAYMENT          | \$997.00                  |
| CITY OF BLOOMINGTON   | GOLF COURSE CONCESSIONS    | \$54.00                   |
| BROOKS, ZACHARY N   | BROOKS, ZACHARY N          | \$350.00                  |
| ONSRUD, CRAIG   | PRO SHOP INV PMT 12/3-12/  | \$878.39                  |
| ONSRUD, CRAIG   | PRO SHOP TAX PMT 12/3-12/  | \$38.38                   |
| MISC GENERAL REFUND/REIMB   | RANDI SUTTER-UW RAFFLE WI  | \$500.00                  |
| MISC GENERAL REFUND/REIMB   | BILL LEOPOLD-UW RAFFLE WI  | \$250.00                  |
| MISC GENERAL REFUND/REIMB   | BARRETT KNOX/UW RAFFLE WI  | \$100.00                  |
| <b>General Fund Total</b>   |                            | <b>\$19,254.33</b>        |
| <b><u>General Fund Mayor &amp; Council Administration</u></b>                 |                            |                           |
| GOVHR USA LLC   | CITY MANAGER RECRUITMENT   | \$7,277.09                |
| MCLEAN CO CHAMBER OF COMMERCE   | 2018 MEMBERSHIP DUES       | \$2,280.00                |
| <b>General Fund Mayor &amp; Council Administration Total</b>                  |                            | <b>\$9,557.09</b>         |
| <b><u>General Fund Administration - City Mgr Boards &amp; Commissions</u></b> |                            |                           |
| PRAIRIE SIGNS INC   | NAME PLATE - DAVE SHIELDS  | \$58.00                   |
| <b>General Fund Administration - City Mgr Boards &amp; Commissions Total</b>  |                            | <b>\$58.00</b>            |
| <b><u>General Fund Administration - City Mgr City Manager</u></b>             |                            |                           |
| ALLY FINANCIAL  | EV LEASE                   | \$172.63                  |
| ALLY FINANCIAL  | EV LEASE                   | \$172.64                  |
| <b>General Fund Administration - City Mgr City Manager Total</b>              |                            | <b>\$345.27</b>           |
| <b><u>General Fund Administration - City Mgr Communications</u></b>           |                            |                           |
| PHOTO PALMA   | ADVERTISING PHOTO SHOOT    | \$600.00                  |
| B-N PUBLIC TRANSIT SYSTEM   | NOVEMBER RIDERSHIP         | \$20.00                   |
| <b>General Fund Administration - City Mgr Communications Total</b>            |                            | <b>\$620.00</b>           |
| <b><u>General Fund Administration - City Mgr General Expense Dept.</u></b>    |                            |                           |
| MARRIOTT BLOOMINGTON NORMAL HOTEL   | ANNUAL EMPLOYEE HOLIDAY L  | \$8,260.88                |
| MUNICIPAL INS COOPERATIVE AGENCY  | MICA INSURANCE DEDUCTIBLE  | \$5,000.00                |
| ILLINOIS DEPARTMENT OF REVENUE  | SALES TAX PAYMENT          | \$81.00                   |
| KROGER-INDY CUSTOMER CHARGES  | CONF ROOM REFRESHMENTS     | \$14.37                   |
| U.S.BANK  | UNITED WAY GIFT CARDS      | \$200.00                  |
| SUPER SIGN SERVICE  | LOOKING FOR LINCOLN SIGN-  | \$462.50                  |
| B/N CONVENTION & VISITORS BUREAU  | MONTHLY CONTRIBUTION       | \$18,208.33               |
| BLOOMINGTON LANDMARK DEVELOPMENT  | PORTELLOS INVESTMENT       | \$1,726,759.90            |
| NORMAL LODGING LLC  | TAX REBATE/RADISSON HOTEL  | \$13,430.04               |
| FARNSWORTH GROUP  | PROFESSIONAL SERVICES - N  | \$32,250.00               |
| KURT'S AUTOBODY REPAIR SHOP INC   | REPAIRS TO 2011 NISSAN RO  | \$1,129.13                |
| Mr. Alfred Adekahunsi   | TOWING RECLAIM FEE REIMBU  | \$500.00                  |
| <b>General Fund Administration - City Mgr General Expense Dept. Total</b>     |                            | <b>\$1,806,296.15</b>     |
| <b><u>General Fund Cultural Arts Uptown Activities</u></b>                    |                            |                           |
| PHOTO PALMA   | PHOTOS/SANTA HOUSE         | \$150.00                  |
| PHOTO PALMA   | PHOTOS/SANTA HOUSE         | \$150.00                  |
| PHOTO PALMA   | PHOTOS/NAACP SANTA HOUSE   | \$300.00                  |
| UPTOWN PARTNERS BUSINESS ASSOC.   | FINAL PAYMENT 2017 - UP A  | \$15,000.00               |
| <b>General Fund Cultural Arts Uptown Activities Total</b>                     |                            | <b>\$15,600.00</b>        |
| <b><u>General Fund Cultural Arts CDM</u></b>                                  |                            |                           |
| CYBERSOURCE CORPORATION   | CYBER SOURCE               | \$249.24                  |
| PIP PRINTING  | ENVELOPES                  | \$320.70                  |
| PIP PRINTING  | NOTECARDS                  | \$88.65                   |
| PIP PRINTING  | ENVELOPES/CDM              | \$260.83                  |
| BLACKBAUD INC   | BBPS GATEWAY&INTERCONNECT  | \$494.25                  |
| BLACKBAUD INC   | ALTRU TIERS SUBSCRIPTION   | \$3,666.67                |
| PHOTO PALMA   | ADVERTISING PHOTO SHOOT    | \$600.00                  |
| AMERICAN SPECIALTY TOY RETAILING  | 2018 MEMBER DUES           | \$249.00                  |
| GREAT PLAINS MEDIA  | ADVERTISING                | \$250.00                  |
| NEUHOFF FAMILY LIMITED PARTNERSHIP  | RADIO ADS/CDM              | \$410.00                  |

| <u>Vendor Name</u>                                   | <u>Description</u>        | <u>Transaction Amount</u> |
|--|---------------------------|---------------------------|
| NEUHOFF FAMILY LIMITED PARTNERSHIP                   | RADIO ADS/CDM             | \$184.00                  |
| WALMART COMMUNITY BRC                                | NOV STMT/MISC SUPPLIES    | \$6.62                    |
| WALMART COMMUNITY BRC                                | NOV STMT/MISC SUPPLIES    | \$39.70                   |
| WALMART COMMUNITY BRC                                | NOV STMT/MISC SUPPLIES    | \$54.20                   |
| WALMART COMMUNITY BRC                                | NOV STMT/MISC SUPPLIES    | \$101.44                  |
| WALMART COMMUNITY BRC                                | NOV STMT/MISC SUPPLIES    | \$6.44                    |
| WALMART COMMUNITY BRC                                | NOV STMT/MISC SUPPLIES    | \$37.70                   |
| WALMART COMMUNITY BRC                                | NOV STMT/MISC SUPPLIES    | \$81.81                   |
| WALMART COMMUNITY BRC                                | NOV STMT/MISC SUPPLIES    | \$42.59                   |
| WALMART COMMUNITY BRC                                | NOV STMT/MISC SUPPLIES    | \$2.38                    |
| ACE HARDWARE   | NOV STMT/MISC SUPPLIES    | \$5.07                    |
| ACE HARDWARE   | NOV STMT/MISC SUPPLIES    | \$66.63                   |
| ACE HARDWARE   | NOV STMT/MISC SUPPLIES    | \$56.51                   |
| ACE HARDWARE   | NOV STMT/MISC SUPPLIES    | \$36.01                   |
| ACE HARDWARE   | NOV STMT/MISC SUPPLIES    | \$27.98                   |
| HOBBY LOBBY STORES INC                               | NOV STMT/MISC SUPPLIES    | \$44.54                   |
| HOBBY LOBBY STORES INC                               | NOV STMT/MISC SUPPLIES    | \$71.05                   |
| HOBBY LOBBY STORES INC                               | NOV STMT/MISC SUPPLIES    | \$35.94                   |
| HOBBY LOBBY STORES INC                               | NOV STMT/MISC SUPPLIES    | \$11.96                   |
| HOBBY LOBBY STORES INC                               | NOV STMT/MISC SUPPLIES    | \$35.94                   |
| HOBBY LOBBY STORES INC                               | NOV STMT/MISC SUPPLIES    | \$188.05                  |
| HOBBY LOBBY STORES INC                               | NOV STMT/MISC SUPPLIES    | \$204.99                  |
| WALMART COMMUNITY BRC                                | DEC STMT/ MISC SUPPLIES   | \$0.40                    |
| WALMART COMMUNITY BRC                                | DEC STMT/ MISC SUPPLIES   | \$121.63                  |
| WALMART COMMUNITY BRC                                | DEC STMT/ MISC SUPPLIES   | \$26.94                   |
| WALMART COMMUNITY BRC                                | DEC STMT/ MISC SUPPLIES   | \$76.68                   |
| WALMART COMMUNITY BRC                                | DEC STMT/ MISC SUPPLIES   | \$34.63                   |
| WALMART COMMUNITY BRC                                | DEC STMT/ MISC SUPPLIES   | \$136.10                  |
| WALMART COMMUNITY BRC                                | DEC STMT/ MISC SUPPLIES   | \$30.51                   |
| KABOOM! PLAY INITIATIVES LLC                         | RIGAMAJIG BUILDERS KITS   | \$5,050.00                |
| DISCOUNT SCHOOL SUPPLY                               | WASHABLE MARKERS          | \$164.09                  |
| TOYSMITH   | TOYS/DMS                  | \$1,750.72                |
| KHS AMERICA INC                                      | HOHNER KIDS EGGS SHAKERS  | \$60.00                   |
| LUXBLOX LLC  | LUX COLOR STIX POP DISPLA | \$180.00                  |
| LUXBLOX LLC  | KUX COLOR STIXS           | \$170.85                  |
| WALMART COMMUNITY BRC                                | DEC STMT/ MISC SUPPLIES   | \$64.02                   |
| <b>General Fund Cultural Arts CDM Total</b>          |                           | <b>\$15,797.46</b>        |
| <b><u>General Fund Cultural Arts Theater</u></b>     |                           |                           |
| DENA LYNN PETERSON                                   | ARTIST PRESENTATION       | \$200.00                  |
| NEUHOFF FAMILY LIMITED PARTNERSHIP                   | RADIO ADS/THEATER         | \$300.00                  |
| NEUHOFF FAMILY LIMITED PARTNERSHIP                   | RADIO ADS/THEATER         | \$230.00                  |
| PANTAGRAPH   | NOV STMT/THEATER ADS      | \$1,919.80                |
| NEUHOFF FAMILY LIMITED PARTNERSHIP                   | RADIO ADS/THEATER         | \$230.00                  |
| CUMULUS BROADCASTING LLC                             | RADIO ADS/THEATER         | \$300.00                  |
| CUMULUS BROADCASTING LLC                             | RADIO ADS/THEATER         | \$500.00                  |
| KINO INTERNATIONAL                                   | FILM RENTAL"BOBSHELL"     | \$500.00                  |
| TECHNICOLOR  | BOMBSHELL MARKETING       | \$16.17                   |
| LUCAS CHAMBERLAIN                                    | PERFORMANCE               | \$63.00                   |
| UNIVERSAL FILM EXCHANGE INC                          | FILM RENTALS              | \$1,181.15                |
| GUNPOWDER & SKY DISTRIBUTION LLC                     | TRAGEDY GIRLS/TICKETS     | \$150.00                  |
| TWENTIETH CENTURY FOX FILM CORP                      | FILM RENTALS              | \$3,529.50                |
| UPTOWN DANCE   | THE LITTLEST NUTCRACKER   | \$10,616.00               |
| GOOD DEED PRODUCTIONS                                | FILM RENTAL"LOVING VINCEN | \$3,778.00                |
| PEPSI COLA GENERAL BOTTLERS                          | PEPSI PRODUCTS/THEATER    | \$1,101.47                |
| GOLD MEDAL- CHICAGO                                  | CONCESSIONS/THEATER       | \$1,778.76                |
| <b>General Fund Cultural Arts Theater Total</b>      |                           | <b>\$26,393.85</b>        |
| <b><u>General Fund Town Clerk Administration</u></b> |                           |                           |
| MISC GENERAL REFUND/REIMB                            | TRAINING - VIDEO EDITING  | \$350.00                  |

| <u>Vendor Name</u>  | <u>Description</u>        | <u>Transaction Amount</u> |
|---|---------------------------|---------------------------|
| ANGELIA HUONKER   | TRAVEL REIMBURSEMENT      | \$90.42                   |
| <b>General Fund Town Clerk Administration Total</b>             |                           | <b>\$440.42</b>           |
| <b><u>General Fund Corporation Counsel Administration</u></b>   |                           |                           |
| NATHAN B HINCH  | IMPOUNDMENT HEARINGS      | \$125.00                  |
| ARDC  | BRIAN DAY ARDC 6274783    | \$385.00                  |
| <b>General Fund Corporation Counsel Administration Total</b>    |                           | <b>\$510.00</b>           |
| <b><u>General Fund Facilities Management Administration</u></b> |                           |                           |
| RED WING SHOE STORE   | BOOTS/ERIC HAWKEY         | \$150.00                  |
| HARLAN VANCE COMPANY  | POCKET POLOS,JACKETS      | \$1,524.00                |
| HARLAN VANCE COMPANY  | POLOS AND FLEECE VESTS    | \$145.00                  |
| ERIC HAWKEY   | REIMBURSE FOR PANTS - ERI | \$86.98                   |
| PURE MANAGEMENT LLC   | PEST CONTROL              | \$175.00                  |
| PURE MANAGEMENT LLC   | PEST CONTROL              | \$640.00                  |
| ISSA  | ANNUAL MEMBERSHIP DUES    | \$195.00                  |
| JOHNSTONE SUPPLY  | BELIMO ACTUATOR           | \$87.33                   |
| SPRINGFIELD ELECTRIC CO   | SLIM LINE LAMP            | \$328.32                  |
| SPRINGFIELD ELECTRIC CO   | ECO LAMPS                 | \$55.60                   |
| SPRINGFIELD ELECTRIC CO   | WALL SWITCHES             | \$85.40                   |
| SPRINGFIELD ELECTRIC CO   | BALLASTS                  | \$133.20                  |
| BATTERIES PLUS  | BATTERIES                 | \$41.90                   |
| WINSUPPLY BLOOMINGTON IL CO                                     | VACUUM BRAKER KIT         | \$57.00                   |
| LAFORCE INC   | LOCKS AND PINS            | \$813.00                  |
| WILCOX ELECTRIC & SERVICE INC                                   | OCC SENSORS               | \$83.00                   |
| WILCOX ELECTRIC & SERVICE INC                                   | REPLACED 2 CAR CHARGERS   | \$500.00                  |
| DRAIN DOCTOR  | CLEARED DRAIN,PIPE        | \$170.00                  |
| MENARDS   | POINSETTIAS FOR CITY HALL | \$94.60                   |
| JOHNSTONE SUPPLY  | BELTS                     | \$118.10                  |
| PINNACLE DOOR COMPANY;  | WEATHER STRIPPER          | \$96.00                   |
| MENARDS   | OPTIMA WONDER UNIT        | \$119.00                  |
| MENARDS   | OPTIMA UNIT               | \$119.00                  |
| MENARDS   | OPTIMA WONDER UNIT        | \$132.99                  |
| MENARDS   | ALUM PLANKS               | \$233.44                  |
| MENARDS   | BLUE TEFLON,DRAIN VALVES  | \$11.97                   |
| CHIEF CITY MECHANICAL INC                                       | INSTALL DRINKING FOUNTAIN | \$1,905.00                |
| CHIEF CITY MECHANICAL INC                                       | WATER HEATER REPAIRS      | \$332.00                  |
| CHIEF CITY MECHANICAL INC                                       | FAUCET REPAIRS            | \$106.00                  |
| CHIEF CITY MECHANICAL INC                                       | FAUCET REPAIRS            | \$92.00                   |
| CHIEF CITY MECHANICAL INC                                       | TOILET REPAIRS            | \$46.00                   |
| F. E. MORAN INC   | FIRE ALARM TESTING        | \$1,560.00                |
| ACE HARDWARE  | NOV STMT/MISC SUPPLIES    | \$8.99                    |
| ACE HARDWARE  | NOV STMT/MISC SUPPLIES    | \$9.97                    |
| ACE HARDWARE  | NOV STMT/MISC SUPPLIES    | \$3.99                    |
| ACE HARDWARE  | NOV STMT/MISC SUPPLIES    | \$4.05                    |
| ACE HARDWARE  | NOV STMT/MISC SUPPLIES    | \$21.54                   |
| MENARDS   | RED/BLUE HOSES            | \$11.89                   |
| MENARDS   | LIQUID PLUMBER            | \$78.09                   |
| MENARDS   | VERTICAL FLOAT            | \$139.99                  |
| CARPET WEAVERS  | ELEVATOR CARPET           | \$1,375.00                |
| MENARDS   | COUNTERTOP SUPPORTS       | \$20.97                   |
| TECH ELECTRONICS  | HORN & STROBE WALL MOUNT  | \$2,497.44                |
| KONE INC  | ELEVATOR REPAIRS          | \$493.02                  |
| KONE INC  | ELEVATOR REPAIRS          | \$963.52                  |
| MID-ILLINOIS MECHANICAL INC                                     | BOILER REPAIRS            | \$780.60                  |
| ALTORFER INC  | REPLACED COOLANT SENSOR   | \$677.42                  |
| MID-ILLINOIS MECHANICAL INC                                     | PREVENTATIVE MAINTENANCE  | \$692.26                  |
| MID-ILLINOIS MECHANICAL INC                                     | PREVENTATIVE MAINTENANCE  | \$974.45                  |
| MILLER JANITOR SUPPLY   | DOLLY,JANICARRIER         | \$436.24                  |
| MILLER JANITOR SUPPLY   | TISSUES                   | \$86.51                   |



| <u>Vendor Name</u>  | <u>Description</u>        | <u>Transaction Amount</u> |
|---|---------------------------|---------------------------|
| PRAIRIE SIGNS INC   | SURVEY & UPDATE CLOSING   | \$700.00                  |
| BATTERIES PLUS  | BATTERIES                 | \$109.50                  |
| WINSUPPLY BLOOMINGTON IL CO                                     | VALVE CARTRIDGE           | \$136.26                  |
| BILL'S KEY & LOCK SHOP  | KEYS                      | \$23.73                   |
| GETZ FIRE EQUIPMENT   | MEDICAL SUPPLIES          | \$89.50                   |
| GETZ FIRE EQUIPMENT   | MEDICAL SUPPLIES          | \$38.70                   |
| CENTRAL SUPPLY CO   | LATEX GLOVES              | \$56.25                   |
| HARLAN VANCE COMPANY  | LOGO TABLE COVERS         | \$399.82                  |
| GETZ FIRE EQUIPMENT   | MEDICAL SUPPLIES          | \$281.95                  |
| GETZ FIRE EQUIPMENT   | MEDICAL SUPPLIES          | \$33.30                   |
| GETZ FIRE EQUIPMENT   | MEDICAL SUPPLIES          | \$86.30                   |
| GETZ FIRE EQUIPMENT   | MEDICAL SUPPLIES          | \$89.00                   |
| LAFORCE INC   | CORMAX CORES              | \$108.00                  |
| TECH ELECTRONICS  | FIRE ALARM MONITORING     | \$300.00                  |
| LAFORCE INC   | KEYS AND CORES            | \$577.00                  |
| ACE HARDWARE  | NOV STMT/MISC SUPPLIES    | \$37.34                   |
| ACE HARDWARE  | NOV STMT/MISC SUPPLIES    | \$0.57                    |
| BILL'S KEY & LOCK SHOP  | SERVICE CALL              | \$18.23                   |
| MENARDS   | SHOVEL,TOWER,HEX KEY SET  | \$296.50                  |
| MENARDS   | CURTAINS,400CT MINI LIGHT | \$245.91                  |
| MENARDS   | 5 TIER SHELF & 4 SHELF    | \$218.77                  |
| MENARDS   | MISC SUPPLIES             | \$529.41                  |
| MENARDS   | MISC SUPPLIES             | \$210.62                  |
| MENARDS   | MISC SUPPLIES             | \$23.12                   |
| MIDWEST EQUIPMENT II  | 2CYCLE FUEL               | \$138.96                  |
| <b>General Fund Facilities Management Administration Total</b>  |                           | <b>\$24,261.51</b>        |
| <b>General Fund Finance Financial Services</b>                  |                           |                           |
| LOOMIS FARGO & CO   | MONTHLY LOOMIS PICKUP FEE | \$446.15                  |
| NEOPOST USA INC   | POSTAGE MACHINE           | \$225.00                  |
| MIDLAND PAPER   | 20 CASES OF PAPER         | \$1,587.80                |
| <b>General Fund Finance Financial Services Total</b>            |                           | <b>\$2,258.95</b>         |
| <b>General Fund Information Technology Administration</b>       |                           |                           |
| VERMONT SYSTEMS INC   | TELEPHONE/WEBEX SETUP     | \$150.00                  |
| RICOH USA, INC.   | MONTHLY COPY MACHINE      | \$1,559.13                |
| COMMUNICATION REVOLVING FUND                                    | COMMUNICATION CHARGES     | \$1,106.75                |
| BLACKBAUD INC   | ALTRU TIERS SUBSCRIPTION  | \$3,666.66                |
| CIVICPLUS   | CDM WEBSITE ANNUAL MAINT  | \$1,653.75                |
| VERIZON WIRELESS  | STREETS MESSAGE BOARD SER | \$10.02                   |
| FRONTIER  | MONTHLY SERVICE - PAY PHO | \$107.37                  |
| CDW GOVERNMENT INC  | STARTECH USB              | \$32.00                   |
| ALL THINGS IDENTIFICATION                                       | POLAROID COLOR RIBBONS    | \$720.85                  |
| MNJ TECHNOLOGIES DIRECT INC                                     | TONER                     | \$290.19                  |
| CDW GOVERNMENT INC  | VALUERAM 8GB              | \$224.04                  |
| CDW GOVERNMENT INC  | KINGSTON SSDNOW           | \$218.22                  |
| ALL THINGS IDENTIFICATION                                       | POLAROID COLOR RIBBONS    | \$13.70                   |
| <b>General Fund Information Technology Administration Total</b> |                           | <b>\$9,752.68</b>         |
| <b>General Fund Human Resources Administration</b>              |                           |                           |
| ADVOCATE HEALTH & HOSPITALS CORP                                | DRUG SCREEN & HEP B TEST  | \$193.00                  |
| TERRENCE G MCCANN & ASSOCIATES                                  | POLYGRAPH EXAMS           | \$600.00                  |
| <b>General Fund Human Resources Administration Total</b>        |                           | <b>\$793.00</b>           |
| <b>General Fund Inspections Administration</b>                  |                           |                           |
| INTERNATIONAL CODE COUNCIL (BOCA)                               | MEMBERSHIP DUES           | \$135.00                  |
| <b>General Fund Inspections Administration Total</b>            |                           | <b>\$135.00</b>           |
| <b>General Fund Police Administration</b>                       |                           |                           |
| RAY O'HERRON CO INC   | UNIFORM SHIRTS            | \$394.83                  |
| CI SHOOTING SPORTS,INC  | BOOTS/CURRY               | \$125.99                  |
| RAY O'HERRON CO INC   | BIKE POLOS                | \$221.98                  |
| RAY O'HERRON CO INC   | BIKE POLOS                | \$110.99                  |

| <u>Vendor Name</u>                                 | <u>Description</u>        | <u>Transaction Amount</u> |
|--|---------------------------|---------------------------|
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$110.99                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$110.99                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$110.99                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$221.98                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$221.98                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$221.98                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$221.98                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$221.98                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$110.99                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$221.98                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$221.98                  |
| RAY O'HERRON CO INC                                | BIKE POLO                 | \$221.98                  |
| RAY O'HERRON CO INC                                | ERU TACS SHIRT 2 PANTS 1  | \$219.96                  |
| RAY O'HERRON CO INC                                | BIKE POLOS                | \$221.98                  |
| RAY O'HERRON CO INC                                | NAMEBAR & SERVICE SINCE   | \$49.30                   |
| RAY O'HERRON CO INC                                | TWILL TACT PANTS          | \$206.97                  |
| RAY O'HERRON CO INC                                | PARKING UNIFORM SHIRTS    | \$213.88                  |
| KRUGER ANIMAL HOSPITAL                             | K9 SUPPLIES AND CARE      | \$311.13                  |
| MOTOROLA   | MONTHLY WAVE BILLING      | \$90.00                   |
| U.S.BANK   | LEXIXNEXIS CONTRACT       | \$60.00                   |
| U.S.BANK   | DUES                      | \$215.00                  |
| RAY O'HERRON CO INC                                | BODY ARMOR PLATE CARRIER  | \$123.27                  |
| SECTY OF STATE-MOTOR VEH DIV                       | STICKER RENEWAL 2010 FORD | \$101.00                  |
| US BANK NATL ASSOC(INVESTMENTS)                    | CID RECORDS (VIDEO)       | \$34.00                   |
| U.S.BANK   | TRAVEL/TRAINING           | \$211.37                  |
| U.S.BANK   | TRAVEL/TRAINING           | \$149.23                  |
| U.S.BANK   | OPERATING SUPPLIES        | \$204.93                  |
| U.S.BANK   | OPERATING SUPPLIES        | \$121.83                  |
| ULTRAMAX AMMUNITION                                | AMMUNITION                | \$10,690.00               |
| <b>General Fund Police Administration Total</b>    |                           | <b>\$16,297.44</b>        |
| <b>General Fund Fire Administration</b>            |                           |                           |
| John Hauge   | HAUGE CLOTHING REIMBURSEM | \$150.00                  |
| McLean Co. Fire Chiefs Assoc.                      | MCLEAN CO. FIRE CHEIFS AS | \$10.00                   |
| COMCAST OF ILLINOIS VI LLC                         | CABLE FIRE HQ 11/16/17-12 | \$79.92                   |
| COMCAST CORPORATION                                | SERVICES 604 ADELAIDE ST  | \$11.98                   |
| COMCAST CORPORATION                                | SERVICES 1300 E COLLGE AV | \$57.87                   |
| COMCAST CORPORATION                                | SERVICES 606 S MAIN ST    | \$79.92                   |
| GLOBAL EMERGENCY PRODUCTS INC                      | LIGHT BULBS               | \$34.67                   |
| Jeff Reinhardt                                     | REIMBURSEMENT REINHARDT I | \$185.50                  |
| Carlos Aguilar                                     | TRAVEL REIMBURSEMENT AGUI | \$225.50                  |
| MUNICIPAL EMERGENCY SERVICES                       | LIQUID FIRE WASH          | \$139.98                  |
| ADVOCATE BROMENN MEDICAL CENTER                    | PHARMACY SUPPLIES         | \$247.38                  |
| <b>General Fund Fire Administration Total</b>      |                           | <b>\$1,222.72</b>         |
| <b>General Fund Public Works Fleet Maintenance</b> |                           |                           |
| CINTAS CORPORATION #396                            | UNIFORM RENTAL            | \$93.89                   |
| CINTAS CORPORATION #396                            | UNIFORM RENTAL            | \$95.89                   |
| CINTAS CORPORATION #396                            | UNIFORM RENTAL            | \$93.89                   |
| CINTAS CORPORATION #396                            | UNIFORM RENTAL            | \$93.89                   |
| CINTAS CORPORATION #396                            | UNIFORM RENTAL            | \$97.89                   |
| CARQUEST AUTO PARTS OF BLM IL INC                  | PS PUMP                   | \$137.97                  |
| CARQUEST AUTO PARTS OF BLM IL INC                  | BRAKE PADS,SWAY BAR       | \$151.98                  |
| CENTRAL ILLINOIS TRUCKS INC                        | DOSER INJESTOR,GASKETS    | \$323.78                  |
| CENTRAL ILLINOIS TRUCKS INC                        | DECOMP REACTOR            | \$523.53                  |
| CENTRAL ILLINOIS TRUCKS INC                        | OIL PAN                   | \$631.82                  |
| HELLER FORD  | TRUCK INSPECTION & MAINT  | \$90.10                   |
| WHERRY MACHINE & WELDING INC                       | 1" PIPE                   | \$14.35                   |
| CUMMINS CROSSPOINT                                 | HARDWARE KIT              | \$37.00                   |
| INTERSTATE ALL BATTERY CENTER                      | AUTO BATTERY              | \$124.35                  |

| <u>Vendor Name</u>  | <u>Description</u>         | <u>Transaction Amount</u> |
|---|----------------------------|---------------------------|
| JOE'S TOWING & RECOVERY   | TOWING                     | \$170.00                  |
| MOTION INDUSTRIES INC   | FITTINGS                   | \$19.02                   |
| DON OWEN TIRE SERVICE   | POWERTRACK RETREAD         | \$870.00                  |
| FASTENAL COMPANY  | PANEL RANGE                | \$5.12                    |
| FASTENAL COMPANY  | COTTER PINS                | \$1.23                    |
| MENARDS   | DRILLBITS                  | \$33.54                   |
| MENARDS   | BATTERY,GLOVES             | \$20.35                   |
| OLD DOMINION BRUSH  | THROTTLE CABLE             | \$527.72                  |
| <b>General Fund Public Works Fleet Maintenance Total</b>                  |                            | <b>\$4,157.31</b>         |
| <b>General Fund Public Works Streets</b>                                  |                            |                           |
| ILLINOIS MUNICIPAL RETIREMENT   | ACCELERATED PAYMENT IMRF   | \$14,132.09               |
| CHAMPAIGN SIGNAL & LIGHTING CO.   | MAINT BILLING NOV 2017     | \$2,310.52                |
| CHAMPAIGN SIGNAL & LIGHTING CO.   | SIGNAL ACCIDENT NOV 2017   | \$2,194.30                |
| CHAMPAIGN SIGNAL & LIGHTING CO.   | SIGNAL BILLING AUG 2017    | \$1,810.61                |
| Dallas Woodworth  | PUBLIC WORKS-DALLAS WOODW  | \$35.00                   |
| Nick Fike   | PUBLIC WORKS - NICK FIKE   | \$35.00                   |
| MENARDS   | GLOVES,CHANNELLOCK SET     | \$52.98                   |
| MENARDS   | LUMBER                     | \$53.32                   |
| MENARDS   | LUMBER                     | \$54.85                   |
| MENARDS   | TAPE MEASURE               | \$26.99                   |
| FASTENAL COMPANY  | COTTER HAIRPIN             | \$6.59                    |
| FASTENAL COMPANY  | MISC HARDWARE              | \$40.02                   |
| FASTENAL COMPANY  | COTTER PIN                 | \$1.16                    |
| DIAMOND VOGEL PAINT   | PUMP ARMOUR                | \$9.30                    |
| TRAFFIC SIGN STORE  | SPECIAL SIGNS              | \$42.75                   |
| TRAFFIC SIGN STORE  | STREET SIGNS               | \$148.00                  |
| TRAFFIC SIGN STORE  | STREET SIGNS               | \$177.00                  |
| EVERGREEN FS INC.   | LP GAS 5.5@\$2.58+EXCH-NEW | \$58.17                   |
| DARNALL CONCRETE  | PARKING BLOCKS             | \$62.00                   |
| MATHIS KELLY CONSTRUCTION   | ACRYLIC ADHESIVE           | \$38.53                   |
| MATHIS KELLY CONSTRUCTION   | REINF STEEL                | \$86.40                   |
| MCLEAN COUNTY ASPHALT   | RECYCLED CONCRETE          | \$494.26                  |
| MCLEAN COUNTY ASPHALT   | TONS BITUMINOUS SURFACE    | \$792.12                  |
| <b>General Fund Public Works Streets Total</b>                            |                            | <b>\$22,661.96</b>        |
| <b>General Fund Public Works Waste Removal</b>                            |                            |                           |
| WEAVER'S RENT-ALL   | WINTER GLOVES              | \$52.50                   |
| HENSON DISPOSAL INC   | CND RECYCLING              | \$6,961.89                |
| ADS OF BLOOMINGTON  | TRANSFER FEES              | \$38,270.65               |
| HENSON DISPOSAL INC   | BULK WASTE DISPOSAL        | \$6,603.79                |
| J & R USED TIRE SERVICE   | TIRE RECYCLING             | \$254.00                  |
| MENARDS   | MISC SUPPLIES              | \$15.98                   |
| MENARDS   | MISC SUPPLIES              | \$12.30                   |
| EVERGREEN FS INC.   | LP GAS 14@\$2.58           | \$36.12                   |
| <b>General Fund Public Works Waste Removal Total</b>                      |                            | <b>\$52,207.23</b>        |
| <b>General Fund Parks &amp; Recreation Recreation/Teen Programs</b>       |                            |                           |
| WALMART COMMUNITY BRC   | SUPPLIES                   | \$14.56                   |
| <b>General Fund Parks &amp; Recreation Recreation/Teen Programs Total</b> |                            | <b>\$14.56</b>            |
| <b>General Fund Parks &amp; Recreation Golf Course Maintenance</b>        |                            |                           |
| DON OWEN TIRE SERVICE   | FLAT TIRE REPAIR           | \$56.31                   |
| <b>General Fund Parks &amp; Recreation Golf Course Maintenance Total</b>  |                            | <b>\$56.31</b>            |
| <b>General Fund Parks &amp; Recreation Golf Course</b>                    |                            |                           |
| COMCAST CORPORATION   | DIGITAL CONVERTER          | \$9.95                    |
| NIVEL PARTS & MANUFACTURING CO  | BUSHING KIT,HIP RESTRAINT  | \$50.25                   |
| NIVEL PARTS & MANUFACTURING CO  | BUSHING KIT,HIP RESTRAINT  | \$14.99                   |
| <b>General Fund Parks &amp; Recreation Golf Course Total</b>              |                            | <b>\$75.19</b>            |
| <b>General Fund Parks &amp; Recreation Administration</b>                 |                            |                           |
| PARKWAY AUTO LAUNDRY  | CAR WASH                   | \$7.00                    |
| PANTAGRAPH  | AD FOR DRESS UP MOVIE      | \$219.55                  |

| <u>Vendor Name</u>  | <u>Description</u>        | <u>Transaction Amount</u> |
|---|---------------------------|---------------------------|
| <b>General Fund Parks &amp; Recreation Administration Total</b>             |                           | <b>\$226.55</b>           |
| <b><u>General Fund Parks &amp; Recreation Recreation/Youth Programs</u></b> |                           |                           |
| ILLINOIS DEPARTMENT OF REVENUE  | SALES TAX PAYMENT         | \$1.00                    |
| CIRQUEMANIA LLC   | PROFESSIONAL FEES         | \$577.50                  |
| DENNY'S DOUGHNUTS & BAKERY  | DECORATED COOKIES         | \$50.40                   |
| DENNY'S DOUGHNUTS & BAKERY  | DECORATED COOKIES         | \$57.60                   |
| <b>General Fund Parks &amp; Recreation Recreation/Youth Programs Total</b>  |                           | <b>\$686.50</b>           |
| <b><u>General Fund Parks &amp; Recreation Recreation/Special Events</u></b> |                           |                           |
| TIMES PAST INN  | CATERING                  | \$1,086.75                |
| WALMART COMMUNITY BRC   | SUPPLIES                  | \$224.31                  |
| <b>General Fund Parks &amp; Recreation Recreation/Special Events Total</b>  |                           | <b>\$1,311.06</b>         |
| <b><u>General Fund Parks &amp; Recreation Rec.- Before/After School</u></b> |                           |                           |
| WALMART COMMUNITY BRC   | SUPPLIES                  | \$471.50                  |
| WALMART COMMUNITY BRC   | SUPPLIES                  | \$48.06                   |
| WALMART COMMUNITY BRC   | SUPPLIES                  | \$680.74                  |
| WALMART COMMUNITY BRC   | SUPPLIES                  | \$84.77                   |
| WALMART COMMUNITY BRC   | SUPPLIES                  | \$352.17                  |
| WALMART COMMUNITY BRC   | SUPPLIES                  | \$101.14                  |
| WALMART COMMUNITY BRC   | SUPPLIES                  | \$18.26                   |
| <b>General Fund Parks &amp; Recreation Rec.- Before/After School Total</b>  |                           | <b>\$1,756.64</b>         |
| <b><u>General Fund Parks &amp; Recreation Aquatics</u></b>                  |                           |                           |
| MINERVA SPORTSWEAR  | TON STAFF TEE-SHIRTS      | \$123.00                  |
| ACE HARDWARE  | NOV STMT/ MISC SUPPLIES   | \$88.81                   |
| SHERWIN-WILLIAMS CO   | PAINT                     | \$2,270.70                |
| ACE HARDWARE  | NOV STMT/ MISC SUPPLIES   | \$2.70                    |
| AIRGAS CARBONIC INC   | CARBON DIOXIDE LIQUIDATOR | \$150.00                  |
| <b>General Fund Parks &amp; Recreation Aquatics Total</b>                   |                           | <b>\$2,635.21</b>         |
| <b><u>General Fund Parks &amp; Recreation Parks Maintenance</u></b>         |                           |                           |
| PARTS DEPOT   | FURNANCE RELAY            | \$19.99                   |
| ACE HARDWARE  | NOV STMT/ MISC SUPPLIES   | \$19.91                   |
| MTI DISTRIBUTING INC  | AIR,OIL,FUEL FILTERS      | \$167.82                  |
| MTI DISTRIBUTING INC  | AIR,OIL,FUEL FILTERS      | \$14.78                   |
| MARTIN SULLIVAN, INC.   | FLASHERS                  | \$43.93                   |
| QUALITY TRUCK & EQUIPMENT CO  | SNOW PLOW MOUNTS          | \$105.70                  |
| JOPAC COMPANIES   | FILTERS                   | \$68.11                   |
| JOPAC COMPANIES   | TEST CAP                  | \$2.55                    |
| MIDWEST EQUIPMENT II  | IGNITION SWITCH           | \$22.28                   |
| JOPAC COMPANIES   | AIR,OIL & FUEL FILTERS    | \$245.34                  |
| SAM LEMAN FORD BLOOMINGTON  | ISOLATOR,PLATE BUMPERS    | \$128.10                  |
| SAM LEMAN FORD BLOOMINGTON  | CREDIT                    | (\$45.74)                 |
| SAM LEMAN FORD BLOOMINGTON  | REGULATOR                 | \$92.06                   |
| SAM LEMAN FORD BLOOMINGTON  | WINDOW HANDLE             | \$12.92                   |
| SAM LEMAN FORD BLOOMINGTON  | CREDIT                    | (\$92.06)                 |
| BOBCAT OF PEORIA INC  | FUEL,OIL,AIR,FILTERS      | \$553.80                  |
| INTERSTATE ALL BATTERY CENTER   | AUTO BATTERY              | \$295.90                  |
| MTI DISTRIBUTING INC  | MOWER BLADES              | \$99.59                   |
| WHERRY MACHINE & WELDING INC  | MOWER BOLTS               | \$198.00                  |
| MIDWEST CONSTRUCTION RENTALS  | CONCRETE BUGGY RENTAL     | \$120.00                  |
| ILLINOIS PORTABLE TOILETS   | PORTABLE TOILET RENTAL    | \$1,851.00                |
| MATHIS KELLY CONSTRUCTION   | CAULKING,KNEE PADS        | \$44.46                   |
| MILLER JANITOR SUPPLY   | TRASH LINERS              | \$68.12                   |
| ILLINOIS STANDARD PARTS INC   | DUCT TAPE,DRILL BITS      | \$159.09                  |
| ILLINOIS STANDARD PARTS INC   | MARKING PAINT,DRILL BITS  | \$323.92                  |
| MATHIS KELLY CONSTRUCTION   | CAULK GUN                 | \$23.16                   |
| MILLER JANITOR SUPPLY   | TOILET PAPER              | \$85.60                   |
| ACE HARDWARE  | NOV STMT/ MISC SUPPLIES   | \$106.08                  |
| SHERWIN-WILLIAMS CO   | PAINT SUPPLIES            | \$67.14                   |
| MATHIS KELLY CONSTRUCTION   | ALUMINUM PLACER           | \$25.64                   |

| <u>Vendor Name</u>   | <u>Description</u>        | <u>Transaction Amount</u> |
|--|---------------------------|---------------------------|
| FASTENAL COMPANY   | MISC PARTS                | \$23.13                   |
| LAWSON PRODUCTS INC  | BATTERIES                 | \$282.32                  |
| LAWSON PRODUCTS INC  | BATTERIES                 | \$20.75                   |
| LAWSON PRODUCTS INC  | DEICER,BATTERIES          | \$136.93                  |
| LAWSON PRODUCTS INC  | DEICER,BATTERIES          | \$12.80                   |
| CCP INDUSTRIES INC   | SOAP                      | \$87.22                   |
| CCP INDUSTRIES INC   | SOAP                      | \$19.56                   |
| MIDWEST CONSTRUCTION RENTALS                                       | PINCH BAR                 | \$28.50                   |
| EVERGREEN FS INC.  | KEROSENE                  | \$26.48                   |
| EVERGREEN FS INC.  | FUEL FILTER & HOSE        | \$47.41                   |
| EVERGREEN FS INC.  | LP GAS                    | \$336.94                  |
| EVERGREEN FS INC.  | STRAW BLANKETS            | \$96.00                   |
| ACE HARDWARE   | NOV STMT/ MISC SUPPLIES   | \$13.99                   |
| CLESEN BROTHERS INC  | UPTOWN POTS               | \$1,697.00                |
| CLESEN BROTHERS INC  | UPTOWN POTS               | \$35.00                   |
| CLESEN BROTHERS INC  | CREDIT                    | (\$93.00)                 |
| OWEN NURSERY & FLORIST   | TREES                     | \$1,195.82                |
| <b>General Fund Parks &amp; Recreation Parks Maintenance Total</b> |                           | <b>\$8,794.04</b>         |
| <b><u>General Fund Concessions Recreation</u></b>                  |                           |                           |
| WALMART COMMUNITY BRC  | SUPPLIES                  | \$90.00                   |
| <b>General Fund Concessions Recreation Total</b>                   |                           | <b>\$90.00</b>            |
| <b><u>General Fund Concessions Golf Course</u></b>                 |                           |                           |
| WALMART COMMUNITY BRC  | SUPPLIES                  | \$194.57                  |
| WALMART COMMUNITY BRC  | SUPPLIES                  | \$194.68                  |
| WALMART COMMUNITY BRC  | SUPPLIES                  | \$99.79                   |
| <b>General Fund Concessions Golf Course Total</b>                  |                           | <b>\$489.04</b>           |
| <b>General Fund</b>  |                           | <b>\$2,044,755.47</b>     |
| <b><u>Library Fund Library Administration</u></b>                  |                           |                           |
| ILLINOIS DEPARTMENT OF REVENUE                                     | SALES TAX PAYMENT         | \$48.00                   |
| UNIQUE MANAGEMENT SERVICES INC                                     | 30 PLACEMENTS             | \$268.50                  |
| LISTEK CONSULTING  | CONSULTING FEE            | \$180.00                  |
| MENARDS  | AIR DUSTERS,BATTERIES     | \$20.87                   |
| SUNRISE SUPPLY   | DISINFECTANT WIPES        | \$150.77                  |
| ULINE INC  | TOWELS                    | \$194.47                  |
| ULINE INC  | TOILET PAPER              | \$177.34                  |
| ULTRA-CHEM INC   | ODOR B GONE               | \$252.03                  |
| PURITAN SPRINGS WATER  | WATER SERVICE/NPL         | \$60.95                   |
| DEX MEDIA  | COMMUNICATIONS/MEDIA      | \$33.65                   |
| SAMS CLUB  | NOV STMT/MISC SUPPLIES    | \$313.06                  |
| BAKER & TAYLOR COMPANIES   | ADULT BOOKS               | \$118.59                  |
| BAKER & TAYLOR COMPANIES   | ADULT BOOKS               | \$312.58                  |
| CENGAGE LEARNING INC   | DEC BASIC 8 PLAN          | \$150.69                  |
| CENGAGE LEARNING INC   | DEC CORE 8 PLAN           | \$181.43                  |
| CENGAGE LEARNING INC   | DEC WHEELER HRDCOVER 5PLN | \$51.73                   |
| CENGAGE LEARNING INC   | DEC BIOGRAPHY 2 PLAN      | \$51.73                   |
| CENGAGE LEARNING INC   | DEC CHRISTIAN FICTION 4PL | \$72.72                   |
| CENGAGE LEARNING INC   | DEC CHRISTIAN ROMANCE 2PL | \$46.48                   |
| CENGAGE LEARNING INC   | DEC MYSTERY 6 PLAN        | \$119.20                  |
| CENGAGE LEARNING INC   | DEC REVIEWERS CHOICE 2PLN | \$47.23                   |
| CENGAGE LEARNING INC   | DEC LARGE PRINT DIST 6PLN | \$88.48                   |
| CENTER POINT LARGE PRINT   | LARGE PRINT BOOKS         | \$273.24                  |
| ULVERSCROFT LARGE PRINT BOOKS                                      | LARGE PRINT BOOKS         | \$94.44                   |
| MIDWEST TAPE   | DVD'S                     | \$423.85                  |
| MIDWEST TAPE   | AUDIOBOOKS                | \$224.95                  |
| CFRA   | OUTLOOK PRINT             | \$420.00                  |
| <b>Library Fund Library Administration Total</b>                   |                           | <b>\$4,376.98</b>         |
| <b>Library Fund</b>  |                           | <b>\$4,376.98</b>         |

| <u>Vendor Name</u>  | <u>Description</u>        | <u>Transaction Amount</u> |
|---|---------------------------|---------------------------|
| <b><u>Library Replacement Fund Library Administration</u></b>                       |                           |                           |
| ENVISION WARE INC   | DEPOSIT                   | \$14,741.05               |
| <b>Library Replacement Fund Library Administration Total</b>                        |                           | <b>\$14,741.05</b>        |
| Library Replacement Fund  |                           | \$14,741.05               |
| <b><u>Community Development Fd Community Development Administration</u></b>         |                           |                           |
| GEORGE GILDNER CO   | MISC SIDEWALKS            | \$5,423.41                |
| <b>Community Development Fd Community Development Administration Total</b>          |                           | <b>\$5,423.41</b>         |
| Community Development Fd  |                           | \$5,423.41                |
| <b><u>Capital Investment Fund Other-Capital Investment Capital Investment</u></b>   |                           |                           |
| SPRINGFIELD ELECTRIC CO   | LED LAMPS                 | \$114.72                  |
| SPRINGFIELD ELECTRIC CO   | LED LAMP                  | \$86.04                   |
| MILLER JANITOR SUPPLY   | JANITOR SUPPLIES          | \$225.50                  |
| MILLER JANITOR SUPPLY   | TOILET PAPER,TOWELS       | \$159.58                  |
| MILLER JANITOR SUPPLY   | FOAMING HAND SOAP         | \$105.16                  |
| MILLER JANITOR SUPPLY   | HAND CLEANER,TRASH LINERS | \$107.90                  |
| MILLER JANITOR SUPPLY   | FOAMING HAND SOAP         | \$88.33                   |
| BILL'S KEY & LOCK SHOP  | KEYS                      | \$136.85                  |
| HOME DEPOT CREDIT SERVICES  | SHELVING UNITS            | \$258.00                  |
| PRAIRIE SIGNS INC   | FLAT CUT ALUMINUM LETTERS | \$2,274.39                |
| SHERMANS  | APPLIANCES                | \$2,731.98                |
| EVERGREEN FS INC.   | RECYCLE BUILDING FINAL    | \$43,100.00               |
| CRAFTMASTERS INC  | CAC RE-ROOF               | \$63,480.60               |
| MATHIS KELLY CONSTRUCTION   | CAULKING                  | \$33.70                   |
| MATHIS KELLY CONSTRUCTION   | REINF STEEL               | \$32.40                   |
| WATER PRODUCTS CO OF ILLINOIS   | CAST IRON CURB BOX        | \$13.12                   |
| CAPITOL GROUP, INC  | PROGRESS REDUCER          | \$8.00                    |
| ROANOKE CONCRETE PRODUCTS CO  | CONCRETE WHITE ROCK       | \$48.00                   |
| ROANOKE CONCRETE PRODUCTS CO  | CONCRETE WHITE ROCK       | \$752.00                  |
| FUTURE PRO, INC   | SURFACE MOUNT BENCH       | \$2,040.00                |
| FUTURE PRO, INC   | SURFACE MOUNT BENCH       | \$100.00                  |
| PROEDGE HOCKEY SHOP LLC   | HOCKEY NETS               | \$499.98                  |
| ROANOKE CONCRETE PRODUCTS CO  | CONCRETE WHITE ROCK       | \$309.00                  |
| WSP USA INC   | TIGAR GRANT SERVICE PHASE | \$25,405.14               |
| WSP USA INC   | TIGER GRANT SERVICES      | \$46,422.59               |
| <b>Capital Investment Fund Other-Capital Investment Capital Investment Total</b>    |                           | <b>\$188,532.98</b>       |
| Capital Investment Fund   |                           | \$188,532.98              |
| <b><u>Fire Station Capital Inv. Other-Capital Investment Capital Investment</u></b> |                           |                           |
| MENARDS   | SAND PAPER                | \$17.83                   |
| PRAIRIE SIGNS INC   | PRINTED DECALS & GRAPHICS | \$86.00                   |
| APS FIREHOUSE ALERTING  | FIREHOUSE ALERT SYSTEM    | \$30,469.03               |
| ILLINOIS STATE UNIVERSITY   | ISU LAND SWAP             | \$11,084.90               |
| Mike Morrison   | REIMBURSE M. MORRISON-TRA | \$69.00                   |
| <b>Fire Station Capital Inv. Other-Capital Investment Capital Investment Total</b>  |                           | <b>\$41,726.76</b>        |
| Fire Station Capital Inv.   |                           | \$41,726.76               |
| <b><u>Roadway Fund Engineering Public Benefit</u></b>                               |                           |                           |
| GEORGE GILDNER CO   | MISC SIDEWALKS            | \$12,252.84               |
| <b>Roadway Fund Engineering Public Benefit Total</b>                                |                           | <b>\$12,252.84</b>        |
| Roadway Fund  |                           | \$12,252.84               |
| <b><u>Uptown TIF Fund Administration - City Mgr Uptown Project</u></b>              |                           |                           |
| STEINBACH INC   | INTEREST SUBSIDY/MEDICI   | \$22,319.78               |
| MCP UPTOWN OWNER LLC  | REIMB COST OF PROPERTY    | \$217,078.24              |
| <b>Uptown TIF Fund Administration - City Mgr Uptown Project Total</b>               |                           | <b>\$239,398.02</b>       |
| Uptown TIF Fund   |                           | \$239,398.02              |
| <b><u>Water Fund</u></b>  |                           |                           |
| WATER PRODUCTS CO OF ILLINOIS   | DUCTILE IRON PIPE         | \$558.00                  |
| WATER PRODUCTS CO OF ILLINOIS   | GATE VALVE,90 BEND PIPE   | \$699.00                  |

| <u>Vendor Name</u>            | <u>Description</u>        | <u>Transaction Amount</u> |
|-------------------------------|---------------------------|---------------------------|
| FERGUSON WATERWORKS           | WATER METER 6" PROTECTUS  | \$12,423.36               |
| FERGUSON WATERWORKS           | NEPTUNE EXT RANGE MIU     | \$9,200.00                |
| FERGUSON WATERWORKS           | WTR METER 5/8 X 3/4"      | \$58,200.00               |
| WATER PRODUCTS CO OF ILLINOIS | TAPPING SLEEVE & VALVES   | \$2,049.00                |
| WATER PRODUCTS CO OF ILLINOIS | 1" METER COUPLINGS        | \$147.00                  |
| WATER PRODUCTS CO OF ILLINOIS | SOLID SLEEVE COUPLING-6"  | \$734.00                  |
| WATER PRODUCTS CO OF ILLINOIS | CORPORATION STOP          | \$337.00                  |
| WATER PRODUCTS CO OF ILLINOIS | 1" METER COUPLING         | \$294.00                  |
| WATER PRODUCTS CO OF ILLINOIS | REPAIR CLAMPS             | \$3,777.00                |
| WATER PRODUCTS CO OF ILLINOIS | 4" OVERSIZE MEGA LUG      | \$244.00                  |
| TOWN OF NORMAL                | REFUND/105 S ORR DRIVE    | \$12.57                   |
| YOUNG AMERICA                 | REFUND/205 W CYPRESS ST   | \$23.61                   |
| YOUNG AMERICA                 | REFUND/509 FELL AVE       | \$23.61                   |
| YOUNG AMERICA                 | REFUND/507 N FELL AVE     | \$23.61                   |
| YOUNG AMERICA                 | REFUND/505 N FELL AVE     | \$23.61                   |
| YOUNG AMERICA                 | REFUND/503 N FELL AVE     | \$23.61                   |
| YOUNG AMERICA                 | REFUND/204 W WILLOW ST    | \$23.61                   |
| YOUNG AMERICA                 | REFUND/501 N FELL AVE     | \$23.61                   |
| YOUNG AMERICA                 | REFUND/511 N FELL AVE     | \$23.61                   |
| FACTR PROPERTIES LLC          | REFUND/208 W WILLOW ST    | \$94.45                   |
| SWAN, LAURA                   | REFUND/2963 BLUE HERON RD | \$8.47                    |
| TOWN OF NORMAL                | REFUND/502 FAIRVIEW ST    | \$18.62                   |
| TOWN OF NORMAL                | REFUND/710 HESTER AVE     | \$33.48                   |
| BHARDWIJ, TANVI               | REFUND/1570 HUNT DR B8    | \$93.50                   |

**Water Fund Total** \$89,112.33

**Water Fund Water Administration**

|                            |                           |            |
|----------------------------|---------------------------|------------|
| DIGITAL COPY SYSTEMS LLC   | COLOR IMAGE CHARGES/WATER | \$51.49    |
| VERIZON WIRELESS           | WATER DCU SERVICE MONTHLY | \$280.26   |
| BLOOMINGTON OFFSET PROCESS | UTILITY BILLING STATEMENT | \$1,197.18 |
| JACKSON-HIRSH INC          | LAMINATE SHEETS           | \$47.09    |
| OFFICE DEPOT INC           | COLOR COPY PAPER          | \$49.19    |

**Water Fund Water Administration Total** \$1,625.21

**Water Fund Water Distribution**

|                               |                           |            |
|-------------------------------|---------------------------|------------|
| Ben Freitag                   | REIMBURSE - BEN FREITAG F | \$108.74   |
| PRAIRIE MATERIAL SALES INC    | CONCRETE                  | \$297.50   |
| PRAIRIE MATERIAL SALES INC    | CONCRETE                  | \$416.50   |
| PRAIRIE MATERIAL SALES INC    | CONCRETE                  | \$564.60   |
| PRAIRIE MATERIAL SALES INC    | CONCRETE                  | \$955.49   |
| MCLEAN COUNTY ASPHALT         | COLD MIX ASPHALT          | \$487.20   |
| PRAIRIE MATERIAL SALES INC    | CONCRETE                  | \$539.75   |
| MARTIN EQUIPMENT OF IL INC    | SEAT ADJUSTMENT CABLE     | \$62.92    |
| MENARDS                       | TOOLBOX,JACK,HOOKS        | \$177.18   |
| ACE HARDWARE                  | NOV STMT/MISC SUPPLIES    | \$97.89    |
| WATER PRODUCTS CO OF ILLINOIS | MJ 90 BEND,GASKETS        | \$289.00   |
| MENARDS                       | MOUNT HOSE REEL           | \$113.92   |
| WATER PRODUCTS CO OF ILLINOIS | T-BOLTS & NUTS            | \$179.20   |
| WATER PRODUCTS CO OF ILLINOIS | MEDALLION PUMPER NOZZLES  | \$414.40   |
| AVANTI'S ITALIAN RESTAURANT   | MAIN BREAK PIZZA          | \$37.90    |
| MENARDS                       | SNAPTOPS                  | \$5.00     |
| MIDWEST CONSTRUCTION RENTALS  | DIAMOND BLADE             | \$150.00   |
| LAWSON PRODUCTS INC           | HEX CAP SCREWS & NUTS     | \$416.37   |
| LAWSON PRODUCTS INC           | HEX CAP SCREWS & NUTS     | \$30.60    |
| WATER PRODUCTS CO OF ILLINOIS | MEGU LUG & GASKETS        | \$218.00   |
| WATER PRODUCTS CO OF ILLINOIS | 1/4 COMP X MIP 22 NOLEAD  | \$50.90    |
| WATER PRODUCTS CO OF ILLINOIS | T-BOLTS & NUTS            | \$148.68   |
| WATER PRODUCTS CO OF ILLINOIS | 4 MJ CAP & BORING FEES    | \$129.00   |
| WATER PRODUCTS CO OF ILLINOIS | 4 MJ CAP & BORING FEES    | \$135.00   |
| ILLINI SUPPLY, INC            | MESH MID-BACK CHAIRS      | \$3,000.00 |

| <u>Vendor Name</u>  | <u>Description</u>        | <u>Transaction Amount</u> |
|---|---------------------------|---------------------------|
| <b>Water Fund Water Distribution Total</b>                      |                           | <b>\$9,025.74</b>         |
| <b><u>Water Fund Water Treatment</u></b>                        |                           |                           |
| PDC LABORATORIES INC  | FLUORIDE PRODE            | \$22.00                   |
| MENARDS   | STELL RACKING BEAM&FRAME  | \$125.80                  |
| MENARDS   | STELL RACKING BEAM&FRAME  | \$35.96                   |
| CORRPRO COMPANIES INC   | ELEVATED TANK INSPECTION  | \$3,135.00                |
| MOTION INDUSTRIES INC   | MISC PARTS                | \$34.80                   |
| BODINE ELECTRIC   | BALDOR 2HP                | \$505.00                  |
| BODINE ELECTRIC   | BALDOR 2HP                | \$19.50                   |
| MENARDS   | HEATING CABLE,PIPE WRAP   | \$10.48                   |
| MENARDS   | HEATING CABLE,PIPE WRAP   | \$24.99                   |
| MENARDS   | HEATING CABLE,PIPE WRAP   | \$15.98                   |
| SIDENER ENVIRONMENTAL SERVICES INC                              | SENSOR TRANS,W/SENSOR     | \$616.45                  |
| JOHNSTONE SUPPLY  | THERMOSTAT                | \$47.95                   |
| AIRGAS USA, LLC.  | ASSORTED REPAIR PARTS     | \$183.18                  |
| REDNECK INC   | SWIVEL JACK               | \$54.59                   |
| MOTION INDUSTRIES INC   | MISC PARTS                | \$64.22                   |
| AIRGAS USA, LLC.  | ACETYLENE CYLINDERS       | \$18.20                   |
| AIRGAS USA, LLC.  | NITROGEN                  | \$7.70                    |
| MICKEY'S LINEN  | TOWEL RENTAL-LAB          | \$45.20                   |
| MENARDS   | ADAPTER,FOAM TAPE         | \$32.13                   |
| MENARDS   | BATTERIES                 | \$63.94                   |
| MENARDS   | SHOP LIGHT                | \$19.97                   |
| ACE HARDWARE  | NOV STMT/MISC SUPPLIES    | \$20.76                   |
| FISHER SCIENTIFIC   | NITRILE GLOVES            | \$83.20                   |
| FISHER SCIENTIFIC   | MISC SUPPLIES             | \$42.81                   |
| FISHER SCIENTIFIC   | LITH CHLORIDE             | \$67.12                   |
| HACH COMPANY  | BUFFER SOLN, TOT CHLORINE | \$522.59                  |
| HACH COMPANY  | BUFFER SOLN, TOT CHLORINE | \$41.67                   |
| OFFICE DEPOT INC  | BACKUP BATTERY            | \$79.98                   |
| MCMASTER-CARR SUPPLY CO   | RISER CLAMPS              | \$15.99                   |
| MCMASTER-CARR SUPPLY CO   | STEEL PIPE FITTING        | \$37.61                   |
| MENARDS   | BRASS ELBOWS & NIPPLES    | \$40.21                   |
| MENARDS   | BRASS ELBOW               | \$10.47                   |
| MENARDS   | SHOP TOWELS               | \$17.17                   |
| HACH COMPANY  | MONOCHLOR F REAGENTS      | \$124.90                  |
| FISHER SCIENTIFIC   | FILTER PAPER 24CM 100/PK  | \$396.53                  |
| FISHER SCIENTIFIC   | SULFURIC ACID             | \$99.73                   |
| HACH COMPANY  | CHLORINE DIOXIDE RGT      | \$361.92                  |
| HACH COMPANY  | CHLORINE DIOXIDE RGT      | \$41.67                   |
| MISSISSIPPI LIME COMPANY  | STANDARD QUICKLIME        | \$4,139.56                |
| VIKING CHEMICAL COMPANY   | CHLORINE                  | \$1,800.00                |
| MISSISSIPPI LIME COMPANY  | STANDARD QUICKLIME        | \$4,144.51                |
| MISSISSIPPI LIME COMPANY  | STANDARD QUICKLIME        | \$4,109.84                |
| MISSISSIPPI LIME COMPANY  | STANDARD QUICKLIME        | \$4,303.03                |
| HAWKINS INC   | PHOSPHATE BLEND           | \$990.66                  |
| WM MASTERS INC  | RAAB/SCHOOL ST BOOSTER    | \$59,518.80               |
| CRAWFORD, MURPHY, & TILLY, INC.                                 | PUMP STATION GENERATOR    | \$1,563.11                |
| <b>Water Fund Water Treatment Total</b>                         |                           | <b>\$87,656.88</b>        |
| <b>Water Fund</b>   |                           | <b>\$187,420.16</b>       |
| <b><u>Water Capital Investment Water Capital Investment</u></b> |                           |                           |
| CLARK DIETZ INC   | WELL NO 20 CONSTRUCTION   | \$2,308.60                |
| FARNSWORTH GROUP  | ROOFING CONSULTANT SERV   | \$9,275.00                |
| CRAWFORD, MURPHY, & TILLY, INC.                                 | RECOATING CLARIFIER       | \$6,148.00                |
| CLARK DIETZ INC   | TAMARACK&HOVEY WATER MAIN | \$1,830.00                |
| CLARK DIETZ INC   | WALNUT&MULBERRY WATER MAI | \$18,420.20               |
| GEORGE GILDNER CO   | TANARACK & HOVEY AVE      | \$76,782.17               |



| <u>Vendor Name</u>  | <u>Description</u>        | <u>Transaction Amount</u> |
|---|---------------------------|---------------------------|
| CRAWFORD, MURPHY, & TILLY, INC.   | SYSTEM VALVES&MODIFICATIO | \$6,767.44                |
| <b>Water Capital Investment Water Capital Investment Total</b>                        |                           | <b>\$121,531.41</b>       |
| Water Capital Investment  |                           | \$121,531.41              |
| <b><u>Sewer Fund Sewer Administration</u></b>   |                           |                           |
| JULIE GRAVITT   | W COLLEGE SEWER EASEMENT  | \$1,000.00                |
| SANDRA L MCCRAY   | W COLLEGE SEWER EASEMENT  | \$1,000.00                |
| DANIEL J LUNZER   | W COLLEGE SEWER EASEMENT  | \$1,000.00                |
| JOHN R HILTBRAND  | W COLLEGE SEWER EASEMENT  | \$1,000.00                |
| AUGSPURGER LLC  | W COLLEGE SEWER EASEMENT  | \$1,000.00                |
| EVOQUA WATER TECHNOLOGIES LLC   | ODOR CONTROL/AIRPORT RD   | \$600.00                  |
| ELECTRIC PUMP   | UNITRONICS EXPANSION MODU | \$3,400.00                |
| EVOQUA WATER TECHNOLOGIES LLC   | BIOXIDE                   | \$10,430.64               |
| VERIZON WIRELESS  | SEWER MESSAGE BOARD SERVI | \$10.02                   |
| MIDWEST CONSTRUCTION RENTALS  | ADJUSTING LEVER           | \$17.44                   |
| MENARDS   | PLUMBING SUPPLIES         | \$14.23                   |
| MENARDS   | WEDGE ANCHORS             | \$23.96                   |
| MENARDS   | FLASHLIGHT                | \$29.99                   |
| MENARDS   | PIPE COMPOUND             | \$3.59                    |
| MENARDS   | COFFEE MAKER & CUPS       | \$10.54                   |
| <b>Sewer Fund Sewer Administration Total</b>  |                           | <b>\$19,540.41</b>        |
| Sewer Fund  |                           | \$19,540.41               |
| <b><u>Stormwater Management Fd Stormwater Management Administration</u></b>           |                           |                           |
| FARNSWORTH GROUP  | UPT WATER FEATURE REHAB   | \$370.00                  |
| DARNALL CONCRETE  | H1 RISERS 4"              | \$224.00                  |
| DARNALL CONCRETE  | RESIN SEAL ROLL,RISERS    | \$216.08                  |
| <b>Stormwater Management Fd Stormwater Management Administration Total</b>            |                           | <b>\$810.08</b>           |
| Stormwater Management Fd  |                           | \$810.08                  |
| <b><u>Health &amp; Dental Ins Fund Administration - City Mgr Health Insurance</u></b> |                           |                           |
| VSP   | MONTHLY BENEFIT PAYMENT   | \$3,430.94                |
| STANDARD INSURANCE COMPANY  | MONTHLY BENEFIT FOR LIFE  | \$7,030.27                |
| HORTON GROUP INC  | MONTHLY CONSULT FEE       | \$3,500.00                |
| MDLIVE INC  | MDLIVE MONTHLY MEDICAL    | \$190.00                  |
| INTERACTIVE HEALTH SOLUTIONS  | HEALTH EVALUATIONS        | \$85,860.00               |
| <b>Health &amp; Dental Ins Fund Administration - City Mgr Health Insurance Total</b>  |                           | <b>\$100,011.21</b>       |
| Health & Dental Ins Fund  |                           | \$100,011.21              |
| <b><u>Police Pension Fund Police Pension</u></b>                                      |                           |                           |
| IPPPA   | REGISTRATION - PENSION TR | \$800.00                  |
| <b>Police Pension Fund Police Pension Total</b>                                       |                           | <b>\$800.00</b>           |
| Police Pension Fund   |                           | \$800.00                  |
| <b><u>Fire Pension Fund Fire Pension</u></b>  |                           |                           |
| COOK CASTLE ASSOCIATES LLC  | FIRE PENSION LIABILITY RE | \$3,731.00                |
| IPPPA   | INV# 1415 2018 IPPFA MEMB | \$795.00                  |
| MORGAN STANLEY  | #0101556,FIRE PENSION BOA | \$37,239.21               |
| <b>Fire Pension Fund Fire Pension Total</b>   |                           | <b>\$41,765.21</b>        |
| Fire Pension Fund   |                           | \$41,765.21               |
| Grand Total   |                           | \$3,023,085.99            |

# **TOWN COUNCIL ACTION REPORT**

December 28, 2017

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## ***Resolution to Appropriate \$16,210.39 of the Town's Allotment of Motor Fuel Tax Funds for the Town's Obligation to McLean County for the Cost of Traffic Signals at the Intersection of Towanda Barnes and Raab Rds.***

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**PREPARED BY:** Gene Brown, City Engineer

**REVIEWED BY:** Mark R. Peterson, City Manager

**BUDGET IMPACT:** This expenditure was paid in FY 2016-17 from the Motor Fuel Tax Budget.

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed MFT Resolution, Copy of Council Report from October 1, 2014, Invoice from McLean County

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### **BACKGROUND**

At the October 1, 2014 meeting council approved a resolution authorizing an intergovernmental agreement between the Town of Normal and County of McLean obligating the Town to reimburse McLean County 1/3 the local share of the cost for traffic signals to be installed at the Towanda Barnes / Raab Rd. intersection in conjunction with the improvement of Towanda Barnes Rd. from Fort Jesse Rd. to Raab Rd.

In the 2014 our share was estimated at \$9,320.00 payable upon completion of the project.

### **DISCUSSION/ANALYSIS**

The installation of the signals was completed in October 2016. The total cost of the signals was \$167,421.74. Federal funds accounted for \$118,785.72 of this cost, resulting in the local share totaling \$48,636.02. Per the agreement the Town was responsible for the 1/3 of this amount or \$16,210.39.

This reimbursement to the County was made in January of 2017. At that time IDOT District 5 Local Roads indicated a MFT resolution was not needed. While attempting to final out the project they now have indicated a MFT resolution is required.

This resolution will appropriate \$16,210.39 of the town's allotment of motor fuel tax funds for this expenditure.



BE IT RESOLVED, by the President and Board of Trustees of the Town of Normal, Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Towanda Barnes Road, FAU 6431, Fort Jesse Road, Raab Road.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of installation of traffic signals at the Towanda Barnes / Raab Rd. intersection with McLean County Section 07-00113-04-FP. (Town's share per agreement with McLean County)

and shall be constructed wide and be designated as Section 17-00265-00-TL

2. That there is hereby appropriated the (additional Yes No) sum of sixteen thousand three hundred ten and 39/100 Dollars ( \$16,310.39 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by contract; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Angelia Huonker Clerk in and for the Town of Normal, McLean County, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees at a meeting on January 2, 2018. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk

## **TOWN COUNCIL ACTION REPORT**

October 1, 2014

---

### ***Resolution Authorizing an Intergovernmental Agreement Between the Town of Normal and the County of McLean for Traffic Signals at Towanda Barnes Road and Raab Road***

---

**PREPARED BY:** Wayne Aldrich, Director of Public Works

**REVIEWED BY:** Mark R. Peterson, City Manager  
Gene Brown, City Engineer

**BUDGET IMPACT:** The Town of Normal's construction participation for these signals is \$9,320 and will be included in the proposed FY 2015-16 budget. An associated signal maintenance amount will be included in line item 001-7020-431.20-90.

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Resolution; Proposed Agreement; Funding Participation Exhibit A

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#### **BACKGROUND**

McLean County is proposing the reconstruction of the Towanda Barnes Road from Ft. Jesse Road to 1200 feet north of Raab Road. Included in this improvement will be the intersection of Towanda Barnes Road and Raab Road. Studies completed by the McLean County Highway Department have determined that traffic signals will be warranted at this intersection. As Towanda Barnes is under the jurisdiction of McLean County and Raab Road is under the Town's jurisdiction, it is customary to share in the cost of the traffic signal improvements and the signal maintenance. McLean County has prepared the proposed intergovernmental agreement for Town Council consideration.

#### **DISCUSSION/ANALYSIS**

The proposed intergovernmental agreement is typical for participation on traffic signals. As 2 legs of Towanda Barnes Road is under the jurisdiction of the county and 1 leg of Raab Road is under the jurisdiction of the Town, the local share of the traffic signal maintenance and energy costs will be broken out accordingly with two-thirds (2/3) being the County's share and one-third (1/3) being the Town's share (see Exhibit A).

The total cost for traffic signal construction is estimated at \$112,627.70 and includes federal funding in the amount of \$84,669.45. The local share for the improvement is \$27,958.25. The local share is broken down again by jurisdiction with the McLean County paying two-thirds at \$18,638.83 and the Town of Normal paying one-third at \$9,319.42.

## ***TOWN COUNCIL ACTION REPORT***

As this proposed intergovernmental agreement is typical of other agreements related to traffic signal installations with split jurisdiction, Town staff recommends approval.

McLean County Highway Department has indicated this project should be under construction in 2015. The improvement of Raab Road from Normal Community High School to west of the Towanda Barnes intersection is included in the proposed FY 2016-17 Town budget.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF NORMAL AND THE COUNTY OF MCLEAN FOR TRAFFIC SIGNALS AT TOWANDA BARNES ROAD AND RAAB ROAD

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

WHEREAS, McLean County is a unit of local government that has jurisdiction over Towanda Barnes Road, and the Town of Normal maintains jurisdiction over Raab Road; and

WHEREAS, McLean County is proposing the improvement of Towanda Barnes Road from Ft. Jesse Road to 1200 feet north of Raab Road, and this improvement will warrant the installation of traffic signals at the intersection of Towanda Barnes Road and Raab Road; and

WHEREAS, McLean County has proposed an intergovernmental agreement to share the costs of the traffic-signal installation, under which of the \$112,627.70 total cost of the traffic signals, \$84,699.45 would be paid through federal funding, \$18,638.83 would be paid by McLean County, and \$9,319.42 would be paid by the Town; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into an intergovernmental agreement with McLean County for the installation of traffic signals at the intersection of Towanda Barnes Road and Raab Road in connection with the County's improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President of the Board of Trustees is hereby authorized to execute, for and on behalf of the Town of Normal, an intergovernmental agreement with the County of McLean for the for the installation of traffic signals at the intersection of Towanda Barnes Road and Raab Road. A copy of the agreement is marked Exhibit A and is attached to this Resolution.

SECTION TWO: That the Town Clerk is directed to attest to the signature of the President of the Board of Trustees on the agreement and to retain a fully executed original of the agreement in the Office of the Clerk for public inspection.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
President of the Board of Trustees of the  
Town of Normal, Illinois

ATTEST:

\_\_\_\_\_  
Town Clerk  
(seal)

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE TOWN OF NORMAL AND THE COUNTY OF MCLEAN  
FOR TRAFFIC SIGNALS AT  
TOWANDA BARNES ROAD AND RAAB ROAD**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

**WHEREAS**, the Town of Normal, hereinafter called "Town", is a municipal corporation and the County of McLean, hereinafter called "County", is a body corporate and politic, and;

**WHEREAS**, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

**WHEREAS**, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Raab Road, and;

**WHEREAS**, Traffic Control Signals are warranted at the intersection of Towanda Barnes Road and Raab Road, and;

**WHEREAS**, the Town and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Raab Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

**THEREFORE**, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. To Town and County intend to proceed with the construction of the traffic control signals and the associated necessary work.
3. The construction shall be budgeted for the summer of 2015, and shall be performed after April 15, 2015.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for an Intersection Design Study (IDS), the Traffic Signal Design, and Intersection Design. The County will supervise the construction of the project.
5. The Illinois Department of Transportation will take bids and enter into the Contract with the concurrence of the County.
6. The Town shall reimburse the County for Thirty-three and one-third percent (33.33%) of all construction costs associated with the construction of signals at the

intersection which are not covered by the federal funding for the project as work progresses.

7. It is also hereby mutually agreed that "Exhibit A" is a complete list of signals maintained jointly between the Town and County, as hereby attached.
8. The Town and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor Chris Koos                      (date)  
Town of Normal

\_\_\_\_\_  
Wendellyn Briggs  
Town of Normal Clerk

\_\_\_\_\_  
Chairman Matt Sorensen              (date)  
McLean County Board

\_\_\_\_\_  
Kathy Michael  
McLean County Clerk



THE LIST OF JOINTLY MAINTAINED SIGNALIZED INTERSECTIONS BETWEEN THE  
TOWN OF NORMAL AND MCLEAN COUNTY

EXHIBIT A

| Intersection                     | MAINTENANCE |       | ENERGY  |       |
|----------------------------------|-------------|-------|---------|-------|
|                                  | County%     | Town% | County% | Town% |
| Towanda Barnes Road<br>Raab Road | 66.67       | 33.33 | 66.67   | 33.33 |
| White Oak Road<br>College Avenue | 50          | 50    | 50      | 50    |

Approved: October, 2014



**HIGHWAY DEPARTMENT**

102 S Towanda Barnes Road,  
Bloomington, IL 61705  
Office: (309) 663-9445  
FAX: (309) 662-8038

January 25, 2017

**REVISED INVOICE**

Town of Normal  
Attn: Gene Brown  
305 South Linden Street  
Normal, IL 61761

**Towanda Barnes Road (FAU 6431)**  
McLean County  
Section: 07-00113-04-FP  
Contract: 91400  
Job: C-95-314-09  
Project No.: RS-M-5227(049)

Dear Gene,

I have attached the revised invoice for the signal work completed at the intersection of Raab Road and Towanda Barnes Road for the referenced project. Per the agreement between the Town and McLean County, this invoice is for thirty-three and one-third percent (33.33%) of the total signal cost for this intersection. Please see the attached as-built quantity sheet for a detailed breakdown of the signal work and financial calculations.

Please issue a check for **\$16,210.39** (~~\$16,355.47~~) payable to "McLean County Highway Matching Fund", and remit to:

102 S. Towanda Barnes Road,  
Bloomington, IL 61705

If you have any questions, please contact me at (309) 663-9445.

Sincerely,

A handwritten signature in black ink that reads "Luke D. Hohulin". The signature is written in a cursive, slightly slanted style.

Luke D. Hohulin, P.E.  
Assistant County Engineer

cc: File

Enclosures

| ITEM NUMBER | ITEM  | UNIT  | QUANTITY | UNIT PRICE  | TOTAL COST  |
|-------------|---|-------|----------|-------------|-------------|
| 72000100    | SIGN PANEL - TYPE 1   | SQ.FT | 10       | \$52.50     | \$525.00    |
| 72000200    | SIGN PANEL - TYPE 2   | SQ.FT | 45       | \$57.75     | \$2,598.75  |
| 80500100    | SERVICE INSTALLATION, TYPE A  | EACH  | 1        | \$5,565.00  | \$5,565.00  |
| 81028200    | UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.                          | FOOT  | 0        | \$21.00     | \$0.00      |
| 81028300    | UNDERGROUND CONDUIT, PVC, 1 1/4" DIA.                                   | FOOT  | 0        | \$10.50     | \$0.00      |
| 81028350    | UNDERGROUND CONDUIT, PVC, 2" DIA.                                       | FOOT  | 33       | \$11.55     | \$381.15    |
| 81028360    | UNDERGROUND CONDUIT, PVC, 2 1/2" DIA.                                   | FOOT  | 58       | \$12.60     | \$730.80    |
| 81028370    | UNDERGROUND CONDUIT, PVC, 3" DIA.                                       | FOOT  | 214      | \$15.75     | \$3,370.50  |
| 81028390    | UNDERGROUND CONDUIT, PVC, 4" DIA.                                       | FOOT  | 191      | \$21.00     | \$4,011.00  |
| 81400700    | HANDHOLE, PORTLAND CEMENT CONCRETE                                      | EACH  | 3        | \$2,100.00  | \$6,300.00  |
| 81400720    | DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE                               | EACH  | 1        | \$4,200.00  | \$4,200.00  |
| 82103250    | LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, PHOTO-CELL CONTROL, 250-WATT | EACH  | 2        | \$1,050.00  | \$2,100.00  |
| 87301245    | ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C                             | FOOT  | 1952.9   | \$1.58      | \$3,085.58  |
| 87301255    | ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C                             | FOOT  | 597      | \$1.84      | \$1,098.48  |
| 87301305    | ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR                       | FOOT  | 0        | \$1.37      | \$0.00      |
| 87301900    | ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C      | FOOT  | 503.2    | \$2.73      | \$1,373.74  |
| 87502510    | TRAFFIC SIGNAL POST, GALVANIZED STEEL 17 FT.                            | EACH  | 1        | \$1,680.00  | \$1,680.00  |
| 87702955    | STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 45 FT.                     | EACH  | 1        | \$12,075.00 | \$12,075.00 |
| 87800100    | CONCRETE FOUNDATION, TYPE A   | FOOT  | 3        | \$309.75    | \$929.25    |
| 87800200    | CONCRETE FOUNDATION, TYPE D   | FOOT  | 3.5      | \$414.75    | \$1,451.63  |
| 87800415    | CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER                            | FOOT  | 37       | \$231.00    | \$8,547.00  |
| 88040070    | SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED     | EACH  | 2        | \$1,029.00  | \$2,058.00  |
| 88040090    | SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, MAST ARM MOUNTED    | EACH  | 6        | \$1,039.50  | \$6,237.00  |
| 88040150    | SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED     | EACH  | 1        | \$1,365.00  | \$1,365.00  |
| 88040160    | SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 5-SECTION, MAST ARM MOUNTED    | EACH  | 2        | \$1,417.50  | \$2,835.00  |
| 88200100    | TRAFFIC SIGNAL BACKPLATE  | EACH  | 11       | \$299.25    | \$3,291.75  |
| 88500500    | INDUCTION LOOP DETECTOR AMPLIFIER                                       | EACH  | 0        | \$472.50    | \$0.00      |
| 88600100    | DETECTOR LOOP, TYPE I   | FOOT  | 0        | \$11.55     | \$0.00      |
| 89000100    | TEMPORARY TRAFFIC SIGNAL INSTALLATION                                   | EACH  | 1        | \$13,125.00 | \$13,125.00 |
| X0323360    | WOODEN POLE REMOVAL   | EACH  | 1        | \$1,575.00  | \$1,575.00  |
| X8570226    | FUEL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL                   | EACH  | 1        | \$28,350.00 | \$28,350.00 |
| X9500100    | VEHICLE DETECTION SYSTEM, SPECIAL                                       | EACH  | 1        | \$22,137.50 | \$22,137.50 |
| X9500200    | ELEC. CABLE IN CONDUIT, 600V (XLP-TYPE USE), 1/C NO. 6                  | FOOT  | 575.7    | \$1.58      | \$909.61    |
| X9500201    | STEEL MAST ARM ASSEMBLY & POLE, 34 FT                                   | EACH  | 1        | \$8,820.00  | \$8,820.00  |
| X9500202    | STEEL MAST ARM ASSEMBLY & POLE, 40 FT                                   | EACH  | 1        | \$9,765.00  | \$9,765.00  |
| Z0033068    | TRAFFIC SIGNAL BATTERY BACKUP SYSTEM                                    | EACH  | 1        | \$6,930.00  | \$6,930.00  |

**Total = \$167,421.74**

Total Project Cost: \$ 7,376,958.39  
 TARP Funds: \$ 244,800.00  
\$ 7,132,158.39

Federal Funding  
 STU Funds: \$ 2,300,000.00  
 STR Funds: \$ 2,760,000.00  
Total Federal Funds: \$ 5,060,000.00 70.9500%

Local Funds = (Total Project Cost - TARP Funds - Federal Funds) = \$ 2,072,158.39 29.0500%

Signal Cost at Raab Road \$ 167,421.74  
 Federal Share = (\$167,421.74 x 70.9500%) = \$ 118,785.72  
 Local Share = (\$167,421.74 x 29.0500%) = \$ 48,636.02  
Town of Normal Share (Local Share x 33.3300%) = \$ 16,210.39  
 Mclean County Share (Local Share x 66.6700%) = \$ 32,425.63  
 Total Local Share (check) = \$ 48,636.02 OK

# **TOWN COUNCIL ACTION REPORT**

December 28, 2017

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## ***A Resolution Approving a Property Tax Settlement Agreement***

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**PREPARED BY:** Mark R. Peterson, City Manager

**REVIEWED BY:** Brian Day, Corporation Counsel

**BUDGET IMPACT:** This settlement agreement will have no financial impact on the Town of Normal

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Resolution, Settlement Agreement

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### **BACKGROUND**

On December 4, 2017, the Town Council approved a property-tax settlement agreement for multiple family properties within the Town of Normal that are owned or managed by First Site Management, Inc.

The settlement agreement related to settling the property owners' challenge to the assessed value of the properties. Unit Five Schools took a lead role in negotiating the settlement agreement because it was the primary intervenor in assessment challenges.

Unit Five has now reached a similar agreement with respect to other multiple family properties in the Town and is requesting that the Town become a party to this agreement.

### **DISCUSSION/ANALYSIS**

The settlement agreement is nearly identical to the prior settlement agreement approved under Resolution No. 5516. It settles the existing assessment challenges for 22 properties and increases the assessment for 59 properties by 20%.

As with the prior settlement agreement, this agreement was negotiated primarily by Unit Five Schools, as the primary intervenor in the assessment challenges. Unit Five has told Town staff that it believes the settlement agreement is in the best interest of the school district and in the best interest of the Town and other affected taxing bodies. Town staff agrees with this assessment.

It is staff's recommendation that the agreement be approved.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A PROPERTY TAX SETTLEMENT AGREEMENT

WHEREAS, the Town of Normal is a Home Rule Unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Town, in cooperation with other units of government, desire to execute an agreement to settle the property-tax valuations of certain multi-family properties located in the Town of Normal; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Normal to execute the settlement agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the Town of Normal hereby authorizes the President of the Board of Trustees to enter into the settlement agreement in substantially the form as presented before the meeting of the Mayor and Board of Trustees at which this resolution is approved.

SECTION TWO: That the Town Clerk is hereby authorized and directed to attest to the signature of the President of the Board of Trustees on the agreement and to retain a fully executed original of it in her office for public inspection.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
President of the Board of Trustees of the  
Town of Normal, Illinois

ATTEST:

\_\_\_\_\_  
Town Clerk  
(seal)

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into as of this 13th day of December, 2017, by and among F. J. HAFNER, individually, FREDERICK J. HAFNER AND PAULA M. HAFNER, as Trustees of the Frederick J. Hafner & Paula M. Hafner Revocable Living Trust Agreement u/a/d 4/29/09, 102 W. CHERRY, LLC, an Illinois limited liability company, COLBURN-HULL LLC, an Illinois limited liability company, DOUBLE J APARTMENTS, LLC, an Illinois limited liability company, GABLES ON BROADWAY, LLC, an Illinois limited liability company, HAFNER PROPERTIES, INC., an Illinois corporation, HESTER PROPERTY, LLC, an Illinois limited liability company, HUNTINGTON SUITES, LLC, an Illinois limited liability company, KENSINGTON SUITES, LLC, an Illinois limited liability company, REMINGTON SUITES, LLC, an Illinois limited liability company, RUTHERFORD SUITES, LLC, an Illinois limited liability company, THE LODGE ON WILLOW, LLC, an Illinois limited liability company, VB APARTMENTS, LLC, an Illinois limited liability company, WELLINGTON SUITES, LLC, an Illinois limited liability company, WILLOW TRAILS I, LLC, an Illinois limited liability company, WILLOW TRAILS II, LLC, an Illinois limited liability company, 602 S. FELL, LLC, an Illinois limited liability company, RALPH ENDRESS, individually, and EVLAT INVESTMENTS, LLC, an Illinois limited liability company (collectively, the “TAXPAYERS”), ANDREW NETZER, ASHLEY ENDRESS, now known as ASHLEY NETZER, CARL E. RICE, Trustee under The Carl E. Rice Declaration of Trust Dated February 7, 2005, CARRIE L. HAAS, as Trustee u/a/d 5/17/2012, known as McLean County Land Trust #DRBRDB-1, D & E INVESTMENTS, L.L.C., an Illinois limited liability company, DILLON STABLES, LLC, an Illinois limited liability company, EFP, LLC - CAMPUS AREA SERIES, an Illinois series limited liability company, ESTHER SAUDER, EWEART H. RICE, LLC, an Illinois limited liability company, FREDERICK HAFNER, JR. a/k/a FREDERICK JOHN HAFNER, JR., HAROLD L. STOLLER, JR., HUNTINGTON SUITES, LLC, an Illinois limited liability company, IDEN, LTD., an Illinois corporation previously known as IDEN MANUFACTURING CO., INC. and previously referred to from time to time as IDEN MANUFACTURING COMPANY, INC., INTERLOCKEN, LLC, an Illinois limited liability company, INTERLOCKEN, LLC - NORTH UNIVERSITY SERIES, an Illinois series limited liability company, INTERLOCKEN, LLC - SOUTH UNIVERSITY SERIES, an Illinois series limited liability company, JAMES L. THOMPSON, Trustee of James L. Thompson Trust u/a/d 6/21/2011, JANICE STOLLER, JEANETTE L. SEGGEBRUCH, Trustee of Marlin C. Seggebruch Irrevocable Trust u/a/d 4/3/2008, JLE RENTAL PROPERTIES, LLC, an Illinois limited liability company, JOHN SAUDER, MARIE L. SAUDER, Trustee of John H. Sauder Family Trust u/a/d 1/10/2002, MICHAEL D. CLODFELTER, Trustee of Michael D. Clodfelter Trust u/a/d 6/7/2013, PRIME HOUSING, LLC - ISU SERIES, an Illinois series limited liability company, SAUDER ENTERPRISES, an Illinois general partnership, SAUDER LLC, an Illinois limited liability company, TORRINGTON, LLC - MAIN STREET SERIES, an Illinois series limited liability company, TRACY L. HAFNER, UNITED COMMUNITY BANK OF CHATHAM, Trustee of Land Trust Agreement dated 01/25/2011, known as Trust #411-005, WORTHINGTON, LLC, an Illinois limited liability company (collectively, the “OTHER TAXPAYERS”), and TOWN OF NORMAL, ILLINOIS, a Municipal Corporation, HEARTLAND COMMUNITY COLLEGE DISTRICT 540, McLean County, Illinois (“HCC”), COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS (“UNIT 5”), BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT, a Municipal Corporation located in McLean County, Illinois, BLOOMINGTON NORMAL

AIRPORT AUTHORITY, a Municipal Corporation located in McLean County, Illinois, NORMAL TOWNSHIP ROAD DISTRICT, McLean County, Illinois, NORMAL TOWNSHIP, a Municipal Corporation located in McLean County, Illinois, NORMAL PUBLIC LIBRARY, McLean County, Illinois, McLEAN COUNTY, a Municipal Corporation located in McLean County, Illinois (collectively, "TAXING BODIES"). The TAXPAYERS, OTHER TAXPAYERS, and TAXING BODIES may be collectively referred to as the "Parties".

### **RECITALS**

WHEREAS, the TAXPAYERS are the owners of certain parcels of land located in Normal, McLean County, Illinois, that are described by their respective parcel identification numbers in Exhibit A, which is attached hereto and made a part hereof by reference (hereinafter, collectively referred to as "PARCELS"); and

WHEREAS, the TAXPAYERS filed Non-Farm Real Estate Assessment Complaints with the Board of Review of McLean County, Illinois for property tax years 2015, 2016 and 2017; and

WHEREAS, the TAXING BODIES received notice of some of the Non-Farm Real Estate Assessment Complaints for 2015, 2016, and 2017; and

WHEREAS, UNIT 5 and HCC ("INTERVENING TAXING BODIES") intervened at the McLean County Board of Review ("BOR") level in the 2015, 2016 and 2017 Non-Farm Real Estate Assessment Complaints; and

WHEREAS, the decisions of the BOR for each of the 2015 and 2016 Non-Farm Real Estate Assessment Complaints were appealed to the Illinois Property Tax Appeal Board ("PTAB"); and

WHEREAS, separate appraisals were obtained by UNIT 5 and each owner TAXPAYER, respectively with respect to some of the properties; and

WHEREAS, the TAXPAYERS desire to reach a settlement agreement for property tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 (generally, known as the "Settlement Term"); and

WHEREAS, as a part of that settlement agreement, and in further consideration thereof, the OTHER TAXPAYERS, owners of certain other parcels located in Normal, McLean County, Illinois, and similarly utilized as student apartments, will be subject to increased equalized assessment values ("EAV") for the life of this Agreement. These additional properties are described by their respective parcel identification numbers in Exhibit B, which is attached hereto and made a part hereof by reference (hereinafter, collectively referred to as "ADDITIONAL PARCELS"); and

WHEREAS, the OTHER TAXPAYERS accept the increased EAV on the ADDITIONAL PARCELS as a way of securing certainty and maintaining an effective market share; and

WHEREAS, INTERVENING TAXING BODIES believe it is in their respective best interests to avoid protracted litigation over the EAV of the PARCELS and to avoid the costs

associated with such litigation and to provide more certainty related to the EAV of the PARCELS for the Settlement Term, and ADDITIONAL PARCELS for property tax years 2017, 2018, 2019, 2020, 2021 and 2022 (the “Additional Parcels Settlement Term”); and

WHEREAS, the TAXING BODIES believe it is in the best interests of the public to enter into a settlement agreement with TAXPAYERS with respect to the PARCELS for the Settlement Term, and ADDITIONAL PARCELS for the Additional Parcels Settlement Term; and

WHEREAS, the Parties hereto desire to settle any and all disputes related to the EAV of the PARCELS for the Settlement Term.

NOW, THEREFORE, for and in consideration of the recitals set forth above, and for such other and further consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1) EAV for PARCELS. The Parties agree that for the property tax years 2015 and 2016, the EAV for each PARCEL shall remain as established by the BOR. The TAXPAYERS will withdraw their appeals for each PARCEL filed with PTAB for the property tax years 2015 and 2016 with prejudice. The Parties further agree that for the duration of the Settlement Term (i.e. property tax years 2017, 2018, 2019, 2020, 2021 & 2022) the EAV for each PARCEL shall be as set forth opposite the PARCEL in Exhibit A, inclusive of the application of any annual equalization multiplier; provided, in the event the application of the annual equalization multiplier results in an increase or decrease of the EAV of any PARCEL, then the difference in the taxes owed as a result of application of the multiplier shall be abated by the TAXING BODIES to the TAXPAYERS, or paid by the TAXPAYERS to the TAXING BODIES, as applicable, by November 15<sup>th</sup> of the year the taxes are due.

The Parties acknowledge the EAVs set forth in Exhibit A represent compromised amounts for the purposes of settlement and that the EAVs based on UNIT 5’s or the TAXPAYERS’ respective appraisals or other evidence of value were more or less than the compromised amounts. The Parties further acknowledge that the compromised EAVs set forth in Exhibit A are contingent upon the EAVs listed in Exhibit B for the ADDITIONAL PARCELS and should the Parties agreement with respect to the EAVs in Exhibit B be found to be invalid or void by a court of competent jurisdiction, then the OTHER TAXPAYERS shall remit to the TAXING BODIES the difference in taxes owed based upon the EAVs of the ADDITIONAL PARCELS determined by the BOR and the agreed EAVs set opposite the ADDITIONAL PARCELS in Exhibit B so as to satisfy the terms of this Agreement.

2) EAV for ADDITIONAL PARCELS. The Parties agree the EAV for each ADDITIONAL PARCEL shall increase by a rate of twenty percent (20%) over the 2016 EAV, as calculated and set forth opposite each ADDITIONAL PARCEL on Exhibit B, inclusive of the application of any annual equalization multiplier, commencing with the 2017 property tax year and continuing during the Additional Parcels Settlement Term; provided, all increases in EAV shall be applied to the Non-Farm Buildings, not the underlying land; provided further, in the event application of the annual equalization multiplier results in an increase or decrease of the EAV of any ADDITIONAL PARCEL, then the difference in the taxes owed as a result of application of the multiplier shall be abated by the TAXING BODIES to the OTHER TAXPAYERS, or paid by



the OTHER TAXPAYERS to the TAXING BODIES, as applicable, by November 15<sup>th</sup> of the year the taxes are due. The Parties acknowledge the EAVs for the ADDITIONAL PARCELS set forth in Exhibit B are further consideration for the compromised EAVs of the PARCELS set forth in Exhibit A.

3) Application of Tax Rate to Agreed EAV. The Parties acknowledge that this Agreement only establishes the EAVs of the PARCELS and ADDITIONAL PARCELS for the respective property tax years provided herein and does not constitute an agreement on the actual taxes owed in each year. The determination of taxes owed during the Settlement Term and Additional Parcels Settlement Term, respectively, shall be made by multiplying the then existing tax rate by the agreed EAV, as reflected opposite each PARCEL on Exhibit A and each ADDITIONAL PARCEL on Exhibit B.

4) Prohibition on Seeking Reduction in EAV. No TAXPAYER or OTHER TAXPAYER shall seek to reduce the EAV for any PARCEL during the Settlement Term, or ADDITIONAL PARCEL during the Additional Parcels Settlement Term, so long as the EAV for the PARCEL or ADDITIONAL PARCEL remains the same as the EAV set forth opposite the PARCEL on Exhibit A, and ADDITIONAL PARCEL on Exhibit B.

5) Prohibition on Seeking Increase in EAV. The TAXING BODIES shall not seek to increase the EAV for any PARCEL during the Settlement Term, or ADDITIONAL PARCEL during the Additional Parcels Settlement Term, so long as the EAV for the PARCEL or ADDITIONAL PARCEL remains the same as the EAV set forth opposite the PARCEL on Exhibit A, or ADDITIONAL PARCEL on Exhibit B.

6) Stipulated Complaint, Appeal, or Intervention to Maintain EAV.

A. Decrease in EAV. In the event the EAV of any PARCEL or ADDITIONAL PARCEL shall be decreased below the EAV set forth opposite the PARCEL on Exhibit A, or ADDITIONAL PARCEL on Exhibit B, the TAXPAYER or OTHER TAXPAYER that owns the PARCEL or ADDITIONAL PARCEL shall file a Non-Farm Property Assessment Complaint (“Complaint”) with the BOR, and shall stipulate to the agreed EAV set forth opposite each such PARCEL or ADDITIONAL PARCEL as provided on Exhibit A or Exhibit B, respectively. Further, should the BOR make a final determination, which decreases the EAV from the EAV set forth opposite the PARCEL or ADDITIONAL PARCEL on Exhibit A or Exhibit B, the TAXING BODIES may, but are not obligated to, file an appeal with PTAB, and the TAXPAYER or OTHER TAXPAYER that owns the PARCEL or ADDITIONAL PARCEL, shall stipulate to the agreed EAV set forth opposite each such PARCEL or ADDITIONAL PARCEL as provided on Exhibit A or Exhibit B, respectively. To the extent PTAB upholds a decrease in the EAV during any one or more tax years covered by this Agreement, then the difference in the taxes owed as a result of said decrease shall be paid to the TAXING BODIES by the TAXPAYER or OTHER TAXPAYER so as to satisfy the terms of this Agreement; provided, in the event the TAXING BODIES fail to exercise their appeal rights with PTAB, the TAXPAYER or OTHER TAXPAYER shall be released from the terms of this Agreement as to the PARCEL and/or ADDITIONAL PARCEL receiving the decreased assessment for that property tax year.

B. Increase in EAV. In the event the EAV of any PARCEL or ADDITIONAL PARCEL shall be increased beyond the EAV set forth opposite the PARCEL or ADDITIONAL PARCEL on Exhibit A or Exhibit B, any impacted TAXPAYER and/or OTHER TAXPAYER shall be entitled to file a Complaint, and the TAXING BODIES shall stipulate to the EAV for each such PARCEL or ADDITIONAL PARCEL as provided on Exhibits A and B, respectively. Further, should the BOR make a final determination, which increases the EAV of any PARCEL or ADDITIONAL PARCEL from the EAV set forth opposite the PARCEL or ADDITIONAL PARCEL on Exhibit A or Exhibit B, the TAXPAYER and/or OTHER TAXPAYER may, but is not obligated to, file an appeal with PTAB, and the TAXING BODIES shall stipulate to the EAV for each such PARCEL or ADDITIONAL PARCEL as provided on Exhibits A and B, respectively. To the extent PTAB upholds an increase in the EAV during any one or more tax years covered by this Agreement, then the difference in the taxes owed as a result of said increase shall be refunded by the TAXING BODIES to the TAXPAYER or OTHER TAXPAYER so as to satisfy the terms of this Agreement; provided, in the event the TAXPAYER or OTHER TAXPAYER fail to exercise their appeal rights with PTAB, the TAXING BODIES shall be released from the terms of this Agreement as to the PARCEL and/or ADDITIONAL PARCEL receiving the increased assessment for that property tax year.

C. Implementing Agreement of the Parties; 2017 EAV of ADDITIONAL PARCELS. With respect to the 2017 property tax year, the Parties have requested that the BOR increase the EAV of each ADDITIONAL PARCEL, as set forth on Exhibit B. In the event that the BOR fails to increase the EAV of any ADDITIONAL PARCEL for 2017, the agreement of the Parties shall still remain intact and the OTHER TAXPAYERS shall remit to the TAXING BODIES the difference in taxes owed based upon the EAVs determined by the BOR and the agreed EAVs set opposite each ADDITIONAL PARCEL in Exhibit B.

7) Conditions Precedent to Re-Evaluating EAV. Notwithstanding any provision to the contrary herein, the EAV set forth opposite the PARCEL or ADDITIONAL PARCEL on Exhibit A or Exhibit B shall be subject to re-evaluation by the TAXPAYER and/or OTHER TAXPAYER and the TAXING BODIES upon the occurrence of one of the following, during the Settlement Term or Additional Parcels Settlement Term, respectively:

A. In the event that TAXPAYER and/or OTHER TAXPAYER constructs improvements that increase the rentable square footage of the improvements of a PARCEL or ADDITIONAL PARCEL;

B. In the event that the rentable square footage of any PARCEL or ADDITIONAL PARCEL decreases by more than 5%, regardless of the cause;

C. A reduction or increase in the enrollment of Illinois State University, Illinois Wesleyan University, or Heartland Community College of 1,100 or more students at that University or College, as determined in the Fall of each year. For the purposes hereof, the Parties agree as follows: the 2017-2018 enrollment at Illinois State University was 20,784; the 2017-2018 enrollment at Illinois Wesleyan University was 1,649; and the 2017-2018

enrollment of Heartland Community College was 5,193; provided further, that the Parties acknowledge the primary market for the PARCELS and ADDITIONAL PARCELS is college students.

In the event that any one or more of the foregoing events occur, the Parties shall evaluate the impact of the event and attempt to renegotiate the EAV as to the impacted PARCEL or ADDITIONAL PARCEL; provided, in the event no agreement can be reached, the impacted PARCEL or ADDITIONAL PARCEL, shall no longer be subject to this Agreement. In no event shall the exclusion of any one or more PARCEL or ADDITIONAL PARCEL impact the agreement of the Parties as to the balance of the PARCELS and ADDITIONAL PARCELS subject to this Agreement.

8) Authority to Enter into Agreement.

A. The TAXPAYERS and OTHER TAXPAYERS hereby represent and warrant that each of them have authority to enter into this Agreement, and bind the TAXPAYER or OTHER TAXPAYER to the terms hereof.

B. Each of the TAXING BODIES hereby represent and warrant that each of them has sufficient authority to enter into this Agreement, and bind each TAXING BODY to the terms hereof.

9) Miscellaneous.

A. Entire Agreement. This Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

B. Waivers. No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

C. Severability. If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as if such provision had not been included herein, as the case may be. Notwithstanding the severability of the unenforceable provision, should paragraph 2 of this Agreement regarding a 20% increase in the EAV for each ADDITIONAL PARCEL be held unenforceable, then the OTHER TAXPAYER shall pay the difference in the taxes owed as a result of the decrease in the EAV for the ADDITIONAL PARCEL due to the unenforceability of the provision to the TAXING BODIES so as to satisfy the terms of this Agreement.

D. Assignment. This Agreement may not be assigned by any of the Parties hereto without the express written consent of all the Parties hereto, which consent shall not be unreasonably withheld or conditioned. A TAXPAYER or OTHER TAXPAYER shall be required to obligate any assignee to its obligations under this Agreement. Further, the TAXING BODIES shall not be obligated to consent to an assignment until the assignee has assumed the TAXPAYER'S or OTHER TAXPAYER'S obligations under this Agreement.

E. Headings. Headings of paragraphs are for convenience of reference only and shall not be construed as part of this Agreement.

F. Choice of Law. The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the State of Illinois without regard to conflicts of laws principles.

G. Counterparts; Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument. Any signature delivered by a party hereto or to any amendment, waiver, or consent relating hereto by facsimile transmission or by electronic email in Adobe Portable Document Format (or PDF) shall be deemed to be an original signature hereto.

H. Enforcement. This Agreement is enforceable in any Court of competent jurisdiction, and enforcement may be sought in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance.

I. Attorneys' Fees. In the event that any dispute arises hereunder, the prevailing party shall be entitled to recover from the other party all attorneys' fees, costs and expenses incurred in connection therewith.

J. Further and Additional Actions. The Parties agree to undertake all actions and execute any and all documents reasonably necessary to effectuate the purposes of this Agreement.

K. Construction of Agreement. In no event shall this Agreement be construed more strongly against any one person solely because such person acted as draftsman hereof, it being acknowledged by the Parties hereto that each party has been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

L. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

M. Enforceability. Upon executing this Agreement, it shall be binding upon the INTERVENING TAXING BODIES, TAXPAYERS and OTHER TAXPAYERS, notwithstanding the failure of any other Taxing Body to execute the same.

IN WITNESS WHEREOF, the Parties hereby enter into this Settlement Agreement as of the date first written above.

**TAXPAYERS:**

\_\_\_\_\_  
F. J. HAFNER

HUNTINGTON SUITES, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
FREDERICK J. HAFNER, as a  
Trustee of the Frederick J. Hafner &  
Paula M. Hafner Revocable Living  
Trust Agreement u/a/d 4/29/09

KENSINGTON SUITES, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
PAULA M. HAFNER, as a Trustee  
of the Frederick J. Hafner & Paula  
M. Hafner Revocable Living Trust  
Agreement u/a/d 4/29/09

RUTHERFORD SUITES, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

102 W. CHERRY, LLC  
An Illinois limited liability company

THE LODGE ON WILLOW, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

COLBURN-HULL LLC  
An Illinois limited liability company

VB APARTMENTS, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

DOUBLE J APARTMENTS, LLC  
An Illinois limited liability company

WELLINGTON SUITES, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

HAFNER PROPERTIES, INC.  
An Illinois corporation

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

WILLOW TRAILS I, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

HESTER PROPERTY, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

WILLOW TRAILS II, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

602 S. FELL, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVLAT INVESTMENTS, LLC  
an Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

GABLES ON BROADWAY, LLC  
an Illinois limited liability company

By: Young America Realty, Inc., an Illinois corporation, its manager

By: \_\_\_\_\_  
Print name: Ralph Endress  
Title: President

REMINGTON SUITES, LLC  
an Illinois limited liability company

By: Young America Realty, Inc., an Illinois corporation, its manager

By: \_\_\_\_\_  
Print name: Ralph Endress  
Title: President

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RALPH ENDRESS

**OTHER TAXPAYERS:**

\_\_\_\_\_  
ANDREW NETZER

\_\_\_\_\_  
JAMES L. THOMPSON, Trustee of James L. Thompson Trust u/a/d 6/21/2011

\_\_\_\_\_  
ASHLEY ENDRESS, now known as ASHLEY NETZER

\_\_\_\_\_  
JANICE STOLLER

\_\_\_\_\_  
CARL E. RICE, Trustee under The  
Carl E. Rice Declaration of Trust  
Dated February 7, 2005

\_\_\_\_\_  
JEANETTE L. SEGGEBRUCH, Trustee of  
Marlin C. Seggebruch Irrevocable Trust u/a/d  
4/3/2008,

\_\_\_\_\_  
CARRIE L. HAAS, as Trustee u/a/d  
5/17/2012, known as McLean County Land  
Trust #DRBRDB-1

JLE RENTAL PROPERTIES, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

D & E INVESTMENTS, L.L.C.  
An Illinois limited liability company

\_\_\_\_\_  
JOHN SAUDER

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

DILLON STABLES, LLC  
An Illinois limited liability company

LAND TRUST AGREEMENT DATED  
01/25/2011, KNOWN AS TRUST #411-005

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

By United Community Bank Of Chatham  
Its Trustee

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

EFP, LLC - CAMPUS AREA SERIES  
An Illinois series limited liability company

\_\_\_\_\_  
MARIE L. SAUDER, Trustee of John H.  
Sauder Family Trust u/a/d 1/10/2002

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
ESTHER SAUDER

\_\_\_\_\_  
MICHAEL D. CLODFELTER, Trustee of  
Michael D. Clodfelter Trust u/a/d 6/7/2013

EWEART H. RICE, LLC  
An Illinois limited liability company

PRIME HOUSING, LLC - ISU SERIES  
An Illinois series limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
FREDERICK HAFNER, JR. a/k/a  
FREDERICK JOHN HAFNER, JR.

\_\_\_\_\_  
HAROLD L. STOLLER, JR.

IDEN, LTD.  
An Illinois corporation previously known as  
IDEN MANUFACTURING CO., INC. and  
previously referred to from time to time as  
IDEN MANUFACTURING COMPANY,  
INC.

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

INTERLOCKEN, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

INTERLOCKEN, LLC - NORTH  
UNIVERSITY SERIES  
An Illinois series limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

SAUDER ENTERPRISES  
An Illinois general partnership

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

SAUDER LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

TORRINGTON, LLC - MAIN STREET  
SERIES  
An Illinois series limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
TRACY L. HAFNER

WORTHINGTON, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_



INTERLOCKEN, LLC - SOUTH  
UNIVERSITY SERIES  
An Illinois series limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

HUNTINGTON SUITES, LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TAXING BODIES**

COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD  
COUNTIES, ILLINOIS

By: \_\_\_\_\_ Attest: \_\_\_\_\_

HEARTLAND COMMUNITY COLLEGE DISTRICT 540

By: \_\_\_\_\_ Attest: \_\_\_\_\_

TOWN OF NORMAL

By: \_\_\_\_\_ Attest: \_\_\_\_\_

MCLEAN COUNTY

By: \_\_\_\_\_ Attest: \_\_\_\_\_

BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT

By: \_\_\_\_\_ Attest: \_\_\_\_\_

BLOOMINGTON NORMAL AIRPORT AUTHORITY

By: \_\_\_\_\_ Attest: \_\_\_\_\_

NORMAL TOWNSHIP ROAD DISTRICT

By: \_\_\_\_\_

NORMAL TOWNSHIP

By: \_\_\_\_\_

Attest: \_\_\_\_\_

NORMAL PUBLIC LIBRARY

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**EXHIBIT A**

| <b>COMPLAINANT</b>  | <b>ADDRESS</b>                           | <b>PIN #</b>  | <b>2015 PTAB DOCKET #</b> | <b>2016 PTAB DOCKET #</b> | <b>LAND</b> | <b>NON-FARM BUILDINGS</b> | <b>TOTAL EAV</b> |
|---|--|---------------|---------------------------|---------------------------|-------------|---------------------------|------------------|
| HUNTINGTON SUITES, LLC  | 099 W. Cherry St.                        | 14-28-278-021 | 2015-00547                | 2016-01046                | 35,079      | 864,921                   | 900,000          |
| FREDERICK J. HAFNER AND PAULA M. HAFNER, TRUSTEES OF THE FREDERICK J. HAFNER & PAULA M. HAFNER REVOCABLE LIVING TRUST AGREEMENT U/A/D 4/29/09 | 100 E. Cherry St.                        | 14-28-281-006 | 2015-00540                | 2016-01030                | 6,020       | 97,547                    | 103,567          |
| WILLOW TRAILS I, LLC AND WILLOW TRAILS II, LLC  | 101-103 E. Willow St.& 98 E. Locust      | 14-28-280-025 | 2015-00460                | 2016-01034                | 230,516     | 1,900,314                 | 2,130,830        |
| 102 W. CHERRY, LLC  | 102 W. Cherry St.                        | 14-28-277-028 | 2015-00546                | 2016-01052                | 52,736      | 767,264                   | 820,000          |
| DOUBLE J APARTMENTS, LLC  | 111 E. Cherry St.                        | 14-28-282-021 | 2015-00545                | 2016-01033                | 56,547      | 268,453                   | 325,000          |
| RALPH ENDRESS   | 202 N. Fell Ave (aka 116 Mulberry) (008) | 14-28-278-008 | N/A                       | 2016-01032                | 15,908      | 6,372                     | 22,280           |
| RUTHERFORD SUITES, LLC  | 202 N. Fell Ave. (020)                   | 14-28-278-020 | 2015-00461                | 2016-01045                | 86,282      | 1,319,551                 | 1,405,833        |
| DOUBLE J APARTMENTS, LLC  | 205 N. Linden St.                        | 14-28-282-022 | 2015-00450                | 2016-01040                | 54,834      | 270,166                   | 325,000          |
| THE LODGE ON WILLOW, LLC  | 214 W. Willow St.                        | 14-28-204-055 | 2015-00551                | 2016-01044                | 443,504     | 4,051,339                 | 4,494,843        |
| KENSINGTON SUITES, LLC  | 216 W. Mulberry St.                      | 14-28-255-028 | 2015-00463                | 2016-01029                | 70,023      | 1,369,977                 | 1,440,000        |
| WELLINGTON SUITES, LLC  | 406 N. Main St.                          | 14-28-129-017 | 2015-00541                | 2016-01043                | 73,982      | 464,482                   | 538,464          |
| VB APARTMENTS, LLC  | 600 Hester Ave.                          | 14-28-453-017 | 2015-00542                | 2016-01042                | 64,044      | 495,956                   | 560,000          |
| FREDERICK J. HAFNER AND PAULA M. HAFNER, TRUSTEES OF THE FREDERICK J. HAFNER & PAULA M. HAFNER REVOCABLE LIVING TRUST AGREEMENT U/A/D 4/29/09 | 602 Broadway St.                         | 14-28-480-009 | 2015-00550                | 2016-01050                | 19,799      | 165,201                   | 185,000          |
| COLBURN-HULL, LLC   | 602 Kingsley St.                         | 14-28-376-019 | <u>2015-06705</u>         | 2016-01035                | 98,488      | 436,346                   | 534,834          |
| 602 S. FELL, LLC  | 602 S. Fell Ave.                         | 14-28-476-005 | N/A                       | 2016-01248                | 27,440      | 772,560                   | 800,000          |
| HESTER PROPERTY, LLC  | 602-604 Hester Ave.                      | 14-28-453-018 | 2015-00544                | 2016-01041                | 36,433      | 300,472                   | 336,905          |

| <b>COMPLAINANT</b>  | <b>ADDRESS</b>  | <b>PIN #</b>   | <b>2015 PTAB DOCKET #</b> | <b>2016 PTAB DOCKET #</b> | <b>LAND</b> | <b>NON-FARM BUILDINGS</b> | <b>TOTAL EAV</b> |
|---|---|--|---------------------------|---------------------------|-------------|---------------------------|------------------|
| HAFNER PROPERTIES, INC.   | 604 Broadway St.  | 14-28-480-010  | 2015-00474                | 2016-01039                | 12,072      | 125,928                   | 138,000          |
| FREDERICK J. HAFNER AND PAULA M. HAFNER, TRUSTEES OF THE FREDERICK J. HAFNER & PAULA M. HAFNER REVOCABLE LIVING TRUST AGREEMENT U/A/D 4/29/09 | 606 Hester Ave.   | 14-28-453-004  | 2015-00475                | 2016-01048                | 10,679      | 149,321                   | 160,000          |
| F. J. HAFNER  | 607 Broadway Ave.   | 14-28-476-014  | 2015-00539                | 2016-01047                | 22,223      | 266,710                   | 288,933          |
| HAFNER PROPERTIES, INC.   | 707 Main St.  | 14-28-377-014  | 2015-00543                | 2016-01049                | 65,177      | 480,956                   | 546,133          |
| DOUBLE J APARTMENTS, LLC  | 802-804 Samantha  | 14-28-356-022  | 2015-00548                | 2016-01031                | 67,826      | 699,674                   | 767,500          |
| EVLAT INVESTMENTS, LLC  | 910 Hovey Ave.<br>(previously was 908 and 910 Hovey Ave.) | 14-28-358-002<br>(previously was 14-28-356-005 and -006) | N/A                       | 2016-01249                | 35,750      | 637,750                   | 673,500          |
| EVLAT INVESTMENTS, LLC  | 912 Hovey Ave.<br>(previously was 912 and 916 Hovey Ave.) | 14-28-358-001<br>(previously was 14-28-356-003 and -004) | N/A                       | 2016-01243                | 35,750      | 637,750                   | 673,500          |
| REMINGTON SUITES, LLC   | 608 Hester Ave.   | 14-28-453-005  | N/A                       | N/A                       | 20,838      | 294,079                   | 314,917          |
| GABLES ON BROADWAY, LLC   | 501 Broadway Ave.   | 14-28-476-008  | N/A                       | N/A                       | 22,289      | 408,651                   | 430,940          |

**EXHIBIT B**

| <b>COMPLAINANT</b>   | <b>ADDRESS</b>    | <b>PIN #</b>  | <b>LAND</b> | <b>NON-FARM BUILDINGS</b> | <b>TOTAL EAV</b> |
|--|-------------------|---------------|-------------|---------------------------|------------------|
| D & E INVESTMENTS, L.L.C.  | 098 W Cherry St   | 14-28-277-019 | 56,278      | 161,074                   | 217,352          |
| D & E INVESTMENTS, L.L.C.  | 099 W Phoenix St  | 14-28-434-012 | 37,520      | 107,546                   | 145,066          |
| JOHN AND ESTHER SAUDER, AND SAUDER ENTERPRISES, AN ILLINOIS GENERAL PARTNERSHIP          | 101 E Locust St   | 14-28-281-001 | 26,060      | 107,879                   | 133,939          |
| FREDERICK JOHN HAFNER, JR.   | 101 W Stewart Pl  | 14-28-480-003 | 46,897      | 195,748                   | 242,645          |
| DILLON STABLES, LLC  | 102 W Phoenix Ave | 14-28-433-008 | 53,115      | 10,623                    | 63,738           |
| DILLON STABLES, LLC  | 102 W Phoenix Ave | 14-28-433-009 | 83,894      | 203,490                   | 287,384          |
| INTERLOCKEN, LLC - NORTH UNIVERSITY SERIES   | 104 W Willow St   | 14-28-229-016 | 7,556       | 33,069                    | 40,625           |
| HUNTINGTON SUITES, LLC   | 105 E Cherry St   | 14-28-282-003 | 5,393       | 26,301                    | 31,694           |
| IDEN MANUFACTURING CO., INC.   | 105 W Locust St   | 14-28-277-009 | 31,266      | 94,116                    | 125,382          |
| SAUDER LLC   | 107 W Locust St   | 14-28-277-008 | 20,838      | 58,031                    | 78,869           |
| SAUDER LLC   | 109 W. Willow St  | 14-28-276-004 | 26,060      | 70,611                    | 96,671           |
| HAROLD L. STOLLER, JR. AND JANICE STOLLER  | 110 W Locust St   | 14-28-276-012 | 28,136      | 111,120                   | 139,256          |
| SAUDER LLC   | 111 E Willow St   | 14-28-280-020 | 51,587      | 229,980                   | 281,567          |
| WORTHINGTON, LLC   | 111 W Cherry St   | 14-28-278-018 | 60,968      | 240,748                   | 301,716          |
| IDEN MANUFACTURING CO., INC.   | 111 W Locust St   | 14-28-277-007 | 52,102      | 143,552                   | 195,654          |
| EFP, LLC - CAMPUS AREA SERIES  | 112 W Locust St   | 14-28-276-011 | 20,838      | 62,552                    | 83,390           |
| WORTHINGTON, LLC   | 112 W Mulberry St | 14-28-278-017 | 84,414      | 364,346                   | 448,760          |
| EFP, LLC - CAMPUS AREA SERIES  | 114 W Locust St   | 14-28-276-010 | 28,136      | 81,318                    | 109,454          |
| JLE RENTAL PROPERTIES, LLC   | 115 W Locust St   | 14-28-277-024 | 37,520      | 119,332                   | 156,852          |
| EFP, LLC - CAMPUS AREA SERIES  | 116 W Locust St   | 14-28-276-009 | 20,838      | 65,579                    | 86,417           |
| CARL E. RICE, TRUSTEE UNDER THE CARL E. RICE DECLARATION OF TRUST DATED FEBRUARY 7, 2005 | 117 W Willow St   | 14-28-276-001 | 20,838      | 59,520                    | 80,358           |
| EFP, LLC - CAMPUS AREA SERIES  | 118 W Locust St   | 14-28-276-008 | 20,838      | 65,579                    | 86,417           |
| SAUDER LLC   | 200 W Mulberry St | 14-28-255-026 | 28,136      | 117,455                   | 145,591          |
| PRIME HOUSING, LLC - ISU SERIES, AND EWEART H. RICE, LLC                                 | 202 W Locust St   | 14-28-254-026 | 26,932      | 93,304                    | 120,236          |
| INTERLOCKEN, LLC - NORTH UNIVERSITY SERIES   | 204 N Fell Ave    | 14-28-278-019 | 32,827      | 151,002                   | 183,829          |
| MARIE L. SAUDER, TRUSTEE OF JOHN H. SAUDER FAMILY TRUST U/A/D 1/10/2002                  | 206 W Mulberry St | 14-28-255-027 | 56,278      | 222,238                   | 278,516          |
| PRIME HOUSING, LLC - ISU SERIES, AND EWEART H. RICE, LLC                                 | 208 W Locust St   | 14-28-254-011 | 35,910      | 124,400                   | 160,310          |
| INTERLOCKEN, LLC - NORTH UNIVERSITY SERIES   | 210 N School St   | 14-28-255-002 | 37,520      | 151,284                   | 188,804          |
| UNITED COMMUNITY BANK OF CHATHAM, TRUSTEE OF LAND  | 303 University    | 14-28-177-008 | 97,436      | 363,614                   | 461,050          |

| COMPLAINANT  | ADDRESS             | PIN #         | LAND    | NON-FARM BUILDINGS | TOTAL EAV |
|--|---------------------|---------------|---------|--------------------|-----------|
| TRUST AGREEMENT DATED 01/25/2011, KNOWN AS TRUST #411-005                                |                     |               |         |                    |           |
| D & E INVESTMENTS, L.L.C.  | 306 Normal Ave      | 14-28-252-001 | 26,060  | 77,055             | 103,115   |
| INTERLOCKEN, LLC   | 309 S Main St       | 14-28-327-014 | 38,020  | 110,732            | 148,752   |
| FREDERICK HAFNER, JR. AND TRACY L. HAFNER  | 310 W Willow St     | 14-28-203-037 | 12,785  | 104,334            | 117,119   |
| INTERLOCKEN, LLC   | 311 S Main St       | 14-28-327-015 | 72,359  | 150,578            | 222,937   |
| IDEN MANUFACTURING CO., INC.   | 400 W Vernon Ave    | 14-28-452-011 | 42,210  | 164,201            | 206,411   |
| D & E INVESTMENTS, L.L.C.  | 401 N School St     | 14-28-203-042 | 10,910  | 40,108             | 51,018    |
| CARRIE L. HAAS, AS TRUSTEE U/A/D 5/17/2012, KNOWN AS MCLEAN COUNTY LAND TRUST #DRBRDB-1  | 402 W Locust St     | 14-28-251-006 | 7,569   | 43,995             | 51,564    |
| INTERLOCKEN, LLC - SOUTH UNIVERSITY SERIES   | 405 Broadway Ave    | 14-28-429-009 | 128,454 | 520,453            | 648,907   |
| PRIME HOUSING, LLC - ISU SERIES, AND EWEART H. RICE, LLC                                 | 406 Broadway Ave    | 14-28-434-014 | 107,730 | 419,095            | 526,825   |
| MICHAEL D. CLODFELTER, TRUSTEE OF MICHAEL D. CLODFELTER TRUST U/A/D 6/7/2013             | 406 W Locust St     | 14-28-178-006 | 75,302  | 207,424            | 282,726   |
| PRIME HOUSING, LLC - ISU SERIES, AND EWEART H. RICE, LLC                                 | 407 W Willow St     | 14-28-178-003 | 28,136  | 113,458            | 141,594   |
| D & E INVESTMENTS, L.L.C.  | 409 N School St     | 14-28-203-033 | 8,612   | 38,520             | 47,132    |
| F.J. HAFNER  | 410 N Main St       | 14-28-128-023 | 75,034  | 374,451            | 449,485   |
| IDEN MANUFACTURING CO., INC.   | 410 W Vernon Ave    | 14-28-452-014 | 53,153  | 174,378            | 227,531   |
| JEANETTE L. SEGGEBRUCH, TRUSTEE OF MARLIN C. SEGGEBRUCH IRREVOCABLE TRUST U/A/D 4/3/2008 | 503 Broadway Ave    | 14-28-476-009 | 20,838  | 92,904             | 113,742   |
| IDEN MANUFACTURING COMPANY, INC.   | 504 W Willow St     | 14-28-129-015 | 46,897  | 195,748            | 242,645   |
| JEANETTE L. SEGGEBRUCH, TRUSTEE OF MARLIN C. SEGGEBRUCH IRREVOCABLE TRUST U/A/D 4/3/2008 | 505 Broadway Ave    | 14-28-476-010 | 20,838  | 74,688             | 95,526    |
| D & E INVESTMENTS, L.L.C.  | 603 Broadway Ave    | 14-28-476-012 | 9,572   | 78,230             | 87,802    |
| EFP, LLC - CAMPUS AREA SERIES  | 604 N Fell Ave      | 14-28-228-003 | 7,556   | 15,178             | 22,734    |
| INTERLOCKEN, LLC - SOUTH UNIVERSITY SERIES   | 605 Broadway Ave    | 14-28-476-013 | 11,042  | 53,187             | 64,229    |
| ANDREW NETZER AND ASHLEY NETZER  | 606 N Fell Ave      | 14-28-228-002 | 7,556   | 19,574             | 27,130    |
| D & E INVESTMENTS, L.L.C.  | 608 Broadway Ave    | 14-28-480-004 | 31,815  | 84,163             | 115,978   |
| JAMES L. THOMPSON, TRUSTEE OF JAMES L. THOMPSON TRUST U/A/D 6/21/2011                    | 701 Franklin Ave    | 14-28-454-013 | 23,449  | 109,123            | 132,572   |
| PRIME HOUSING, LLC - ISU SERIES, AND EWEART H. RICE, LLC                                 | 705 Franklin Ave    | 14-28-454-012 | 56,278  | 206,949            | 263,227   |
| TORRINGTON, LLC - MAIN STREET SERIES   | 706 S Main          | 14-28-379-006 | 37,923  | 137,690            | 175,613   |
| INTERLOCKEN, LLC - SOUTH UNIVERSITY SERIES   | 800 S University St | 14-28-381-009 | 53,153  | 158,400            | 211,553   |

| <b>COMPLAINANT</b>                                       | <b>ADDRESS</b>      | <b>PIN #</b>  | <b>LAND</b> | <b>NON-FARM BUILDINGS</b> | <b>TOTAL EAV</b> |
|--|---------------------|---------------|-------------|---------------------------|------------------|
| PRIME HOUSING, LLC - ISU SERIES, AND EWEART H. RICE, LLC | 801 S University St | 14-33-129-015 | 112,556     | 337,439                   | 449,995          |
| ASHLEY ENDRESS, NOW KNOWN AS ASHLEY NETZER               | 803 Franklin Ave    | 14-28-454-005 | 25,013      | 55,573                    | 80,586           |
| PRIME HOUSING, LLC - ISU SERIES, AND EWEART H. RICE, LLC | 905 S University St | 14-33-129-016 | 58,354      | 185,601                   | 243,955          |
| PRIME HOUSING, LLC - ISU SERIES, AND EWEART H. RICE, LLC | 908 S University St | 14-33-133-011 | 75,034      | 265,725                   | 340,759          |

# **TOWN COUNCIL ACTION REPORT**

December 28, 2017

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## ***An Ordinance Adopting a Directive Prohibiting Sexual Harassment***

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**PREPARED BY:** Brian Day, Corporation Counsel

**REVIEWED BY:** Mark R. Peterson, City Manager  
Pamela S. Reece, Deputy City Manager

**BUDGET IMPACT:** N/A

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Ordinance; Sexual Harassment Directive

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### **BACKGROUND**

The Town has long adopted policies prohibiting sexual harassment. These policies have been in the form of personnel directives issued by the City Manager.

In 2017, the Illinois General Assembly enacted Public Act 100-556, establishing sexual harassment policies with respect to State government. That statute also required local governments to pass a resolution or ordinance establishing a policy prohibiting sexual harassment.

Under the new State law, the sexual harassment policy must include:

- (1) a prohibition of sexual harassment;
- (2) the procedure for reporting sexual harassment (including confidential reports);
- (3) prohibiting retaliation for reporting sexual harassment and including the availability of whistleblower protections under the State Officials and Employees Ethics Act, the Illinois Human Rights Act, and the Whistleblower Act; and
- (4) the consequences of a violation of the prohibition on sexual harassment and the consequences for knowingly making a false report.

### **DISCUSSION/ANALYSIS**

The new directive retains the provisions of the Town's long-standing prohibitions of sexual harassment while including additional information required by the new State law.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING A DIRECTIVE PROHIBITING SEXUAL HARASSMENT

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

WHEREAS, the Town, through a personnel directive, has long prohibited sexual harassment by any Town official, employee, or agent; and

WHEREAS, in 2017, the Illinois General Assembly passed Public Act 100-556, which requires governmental bodies to adopt an ordinance or resolution establishing a policy prohibiting sexual harassment; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to adopt the Town's sexual harassment directive by ordinance in accordance with the new State statute.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the Town Directive, attached as Exhibit A, prohibiting sexual harassment is hereby adopted.

SECTION TWO: That the Town Clerk is directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION THREE: That this Ordinance takes effect 10 days after the date of its publication.

SECTION FOUR: That this ordinance is adopted under the Home Rule Authority granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

\_\_\_\_\_  
President of the Board of Trustees of  
The Town of Normal, Illinois

ATTEST:

\_\_\_\_\_  
Town Clerk  
(seal)

The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the \_\_\_\_ day of \_\_\_\_\_, 2018, with \_\_\_\_\_ voting aye; \_\_\_\_\_ abstaining; \_\_\_\_\_ voting nay: and \_\_\_\_\_ absent.

|                       | AYE | NAY | OTHER |                     | AYE | NAY | OTHER |
|-----------------------|-----|-----|-------|---------------------|-----|-----|-------|
| Councilman Fritzen    |     |     |       | Councilman Preston  |     |     |       |
| Councilman McBride    |     |     |       | Councilman McCarthy |     |     |       |
| Councilwoman Cummings |     |     |       | Mayor Koos          |     |     |       |
| Councilwoman Lorenz   |     |     |       |                     |     |     |       |

The foregoing ordinance was approved by the President on the \_\_\_\_ day of \_\_\_\_\_, 2018.

The foregoing ordinance was published in pamphlet form on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Directive Number xxxxx  
Rescinds and Replaces all prior  
Directives Pertaining to Sexual Harassment

To: DEPARTMENT HEADS, SUPERVISORS, AND EMPLOYEES  
From: CITY MANAGER  
RE: POLICY PROHIBITING SEXUAL HARASSMENT  
Date: December 27, 2017

Sexual harassment in the workplace is prohibited by federal and State law and by Town ordinance.

There is no excuse for sexual harassment in our work place; the Town will not tolerate it. All Town employees must be afforded a working environment that is free of sexual harassment.

The purpose of this Directive is to define and prohibit sexual harassment, to assure all employees, customers, and citizens that illegal sexual harassment will result in discipline, and to provide a complaint process that is free from retaliation.

**1. Sexual harassment defined.**

This Directive adopts the definition of sexual harassment as set forth in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct that may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.

- Textual/Electronic: “sexting” (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

## **2. Sexual harassment prohibited.**

It is a policy of the Town of Normal to prohibit sexual harassment of any person by any municipal official, municipal agent, municipal employee or municipal agency or office. All Town officers, employees, or agents are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof. This Directive applies to everyone, male and female, supervisory and non-supervisory.

Disciplinary action for improper conduct may include, without limitation, a verbal warning, written reprimand, suspension, or termination from employment, depending on the circumstances of each situation. Counseling may also be a condition of continued employment. In addition to any and all other discipline that may be applicable under Town ordinances and policies, any person who commits sexual harassment may be subject to applicable fines and penalties under federal or State law. Any discipline imposed by the municipality is separate and distinct from any fines or penalties imposed by a court of law or a State or federal agency.

## **3. Reporting procedures.**

An employee who either observes sexual harassment or believes himself or herself to be the object of sexual harassment should deal with the incident as directly and firmly as possible by clearly communicating his or her position to the offender, and his or her Supervisor or Department Head. It is not a requirement that the person who was harassed must be the one to make the report; it is the responsibility of any person who has knowledge of sexual harassment to make a report.

If anyone feels uncomfortable reporting to a Supervisor or Department Head, then a report may be made instead to any one of the following:

- City Manager
- Deputy City Manager or Assistant City Manager
- Corporation Counsel
- Human Resources Director

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages. All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. But because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant’s willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

The Town of Normal encourages all of its employees and others to use this reporting procedure to combat sexual harassment within our workplace and within the scope of our providing public services. We believe and hope that all Town employees and others feel that the Town has created a positive

environment that allows grievants to step forward with assurance that their grievances will be properly addressed.

#### **4. Illinois Department of Human Rights**

Town employees and the general public have the right to seek redress from the Illinois Department of Human Rights (IDHR). IDHR has the ability to receive formal complaints, conduct investigations, and seek redress for probable cause findings, at no charge to grievants. Allegations of unlawful discrimination must be filed within 180 days after the date of the violation. Persons may contact the Springfield office of the IDHR at 222 South College, Floor 1, Springfield, IL 62704 or telephone at 217-785-5100 or 217-785-5125 for TDD services.

#### **5. No retaliation for reporting sexual harassment**

No Town officer, employee, or agent may take any retaliatory action against any Town employee due to the employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a Town employee's involvement in protected activity under this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

In addition to this Directive, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) may provide whistleblower protection from retaliatory action

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

**6. False reports prohibited.**

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. Given the seriousness of the consequences for the accused, a false report is a severe offense that can, itself, result in disciplinary action.

It is not considered to be a false report if a report is made in good faith but, ultimately, the allegations cannot be proven.

Any person who intentionally makes a false report alleging a violation of any provision of this policy is subject to discipline or discharge. In addition, any person who intentionally makes a false report may be subject to fines and penalties under State law.

# **New Business**

# **TOWN COUNCIL ACTION REPORT**

December 28, 2017

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## ***Motion to Adjourn to Executive Session***

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**PREPARED BY:** Mark R. Peterson, City Manager

**BUDGET IMPACT:** N/A

**STAFF  
RECOMMENDATION:** That the Council adjourn to Executive Session at the conclusion of your regular meeting on January 2, 2018

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### **BACKGROUND**

Mayor Koos has placed on your agenda an Executive Session to be held immediately following your regular meeting on January 2, 2018. The proposed Executive Session is for the purpose of considering the selection of a public official which is a permitted closed session topic under Section 2(c)(3) of the Illinois Open Meetings Act.