



CITY OF
BLOOMINGTON
REGULAR SESSION
COUNCIL MEETING
JANUARY 8, 2018



City Logo Design Rationale

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

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

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

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

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

Brief Summary of Five Council Priorities

Five Priorities

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

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

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

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

1. Economic Development

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

2. Infrastructure

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

3. Financial Planning

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

4. Reduced Emergency Response Times

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

5. Downtown Implementation Plan

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



CITY OF
Bloomington
ILLINOIS

RESOLUTION NO. 2016 -29

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

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

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

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

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

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

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

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

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

Vision: A Jewel of Midwest Cities

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

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

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

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

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

AGENDA



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JANUARY 8, 2018; 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Introduction of Robert Mahrt, Interim Community Development Director
 - B. State of the City Address, Mayor Tari Renner (*Presentation 10 minutes*)

6. Public Comment

7. “Consent Agenda”

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

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

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

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

- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$14,501,208.56. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$14,501,208.56. and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving the revised schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2018 Calendar Year. *(Recommend Council approve revised 2018 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.)*
- D. Consideration of approving an Agreement with Tyler Technologies Inc. for Maintenance and Support to provide a computer-aided dispatch solution for use by the Police and Fire Departments. *(Recommend that an Agreement with Tyler Technologies be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving a Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts to establish, define, and coordinate a mutually beneficial relationship. *(Recommend City Council approve a five year automatic renewing Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts, and authorize the Mayor and City Clerk to execute the related documents.)*
- F. Consideration of authorizing a Rejection of a Bid for New Single Line Stopping System with Air Drive Motor. *(Recommend City Council reject the bid for a New Single Line Stopping System with Air Drive Motor.)*
- G. Consideration of a Resolution accepting the Warranty Deed for Lot 219 in Wittenberg Woods at Prairie Vista Second Addition to fulfill the park land dedication requirement set forth in the Annexation Agreement between the City of Bloomington and Wittenberg II, LLC. *(Recommend approving a Resolution accepting the Warranty Deed for Lot 219 in Wittenberg Woods at Prairie Vista Second Addition to fulfill the park land dedication requirement set forth in the Annexation Agreement between the City of Bloomington and Wittenberg II, LLC be approved and authorize the Mayor and City Clerk to execute the necessary documents.)*
- H. Consideration of approving an Ordinance adopting a Sexual Harassment Policy. *(Recommend an Ordinance Approving the City of Bloomington Sexual Harassment Policy be adopted and the Mayor and City Clerk authorized to execute the Ordinance.)*
- I. Consideration of adopting an Ordinance approving a petition from Vale Church for the dedication of a 20' utility easement, located at 3211 Ireland Grove Road. *(Recommend an Ordinance be passed approving the easement dedication plat and that the Mayor and City Clerk be authorized to sign the necessary documents.)*

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

8. “Regular Agenda”

- A. Presentation and discussion of The Downtown Task Force Final Report. *Discussion only. (Presentation by the Downtown Task Force 10 minutes, Council discussion 20 minutes.)*
- B. Discussion and possible direction on the operational structure of the John M. Scott Health Trust. *(Review, discuss and provide direction on the operational structure of the John M. Scott Health Trust.) (Presentation by Jeffrey Jurgens, Corporation Counsel, 10 minutes and Council discussion 20minutes.)*

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

12. Executive Session – *Cite Section*

13. Adjournment

14. Notes

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

RECOGNITIONS



Council Date: January 8, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

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

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: January 8, 2018

SUBJECT: Consideration of approving the Minutes of the December 18, 2017 Regular City Council Meeting.

RECOMMENDATION/MOTION: That the reading of minutes be dispensed and approved as printed.

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

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen".

Interim City Manager

Attachments:

- December 18, 2017 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE
CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, DECEMBER 18 2017; 7:00 P.M.**

The Council convened in Regular Session in the Auditorium of the Bloomington Center for Performing Arts, 600 N. East Street, Bloomington, 61701, at 7:00 p.m., Monday, December 18, 2017.

The Meeting was called to order by Mayor Renner.

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

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

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

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

Recognition/Appointments

- A. Proclamation, Centennial of the First World War (*Delayed until January 2018*)
- B. Recognition of Trevor Wilson, Fire Fighter on completing his one year probation with the Bloomington Fire Department.
- C. Appointment of Monica Bullington to the Connect Transit Board, and the Reappointment of Amelia Buragas to the Bloomington-Normal Economic Development Council Board.

Public Comment

Danielle DeWinter	Charlotte Alvarez	John Walther	Rick Phillippe
Ed Neaves	Mason Aberie	Jarel Hall	Gary Lambert
Deanna Frautschi	Andy Shirk	Vicki Tilton	

“Consent Agenda”

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Hauman and second by Alderman Schmidt that the Consent Agenda be approved with the exception of Item No. 7B.

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

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

Nays: None

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the December 11, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B. Consideration of Approving an Appointment and Reappointment to Various Boards and Commissions. *(Recommend Monica Bullington be appointed to the Connect Transit Board and that Amelia Buragas be reappointed to the Bloomington-Normal Economic Development Council Board.)*

Motion by Alderman Hauman and second by Alderman Painter that Monica Bullington be appointed to the Connect Transit Board and that Amelia Buragas be reappointed to the Bloomington-Normal Economic Development Council Board.

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

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

Nays: None

Recused: Alderman Amelia Buragas

The following was presented:

Item 7C. Consideration of approving an Intergovernmental Agreement with the County of McLean Regulating use of the Police Range Facility. *(Recommend in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7D. Consideration of approving an Intergovernmental Agreement with the County of McLean

Regulating use of the Police Range Facility. *(Recommend the intergovernmental agreement with the County of McLean be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7E. Consideration of an Ordinance amending Bloomington City Code Chapter 38, Section 181.2 adding an exception for Brick Streets. *(Recommend an Ordinance amending Bloomington City Code Chapter 38, Section 181.2 adding an exception for brick streets be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 113

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 38, SECTION 181.2 ADDING AN EXCEPTION
FOR BRICK STREETS

The following was presented:

Item 7F. Consideration of an Ordinance amending Bloomington City Code Chapter 29, Section 201 adding brick streets to the list of streets where through trucks are not allowed. *(Recommend an Ordinance amending Bloomington City Code Chapter 29, Section 201 adding brick streets to the list of streets where through trucks are not allowed be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 114

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 29, SECTION 201 ADDING BRICK STREETS
TO THE LIST OF STREETS WHERE THROUGH TRUCKS ARE NOT ALLOWED

The following was presented:

Item 7G. Consideration of an Ordinance approving the dedication of the former Consolidated Rail Corporation Right-of-Way as Public Utility Easement. *(Recommend an Ordinance approving the dedication of the former Consolidated Rail Corporation Right-of-Way as Public Utility Easement and that the Mayor and City Clerk be authorized to execute the necessary*

ORDINANCE NO. 2017 - 115

AN ORDINANCE APPROVING THE DEDICATION OF
THE FORMER CONSOLIDATED RAIL CORPORATION RIGHT-OF-WAY
AS PUBLIC UTILITY EASEMENT

The following was presented:

Item 7H. Consideration of:

- A. An Ordinance approving a Contract to Purchase Real Estate located at 717 E. Empire Street in the City of Bloomington

ORDINANCE 2017 - 116

AN ORDINANCE APPROVING A CONTRACT TO PURCHASE REAL ESTATE
LOCATED AT 717 EAST EMPIRE STREET, IN BLOOMINGTON, ILLINOIS

- B. An Ordinance Amending the Fiscal Year 2018 Budget.

ORDINANCE NO. 2017 – 117

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018

(Recommend an Ordinance approving a Contract to Purchase Real Estate Located at 717 E. Empire Street in Bloomington be approved in the amount of \$48,000 and authorize the Mayor and City Clerk to execute the necessary documents.)

The following was presented:

Item 7I. Consideration of approving an extension to the School Crossing Guard contract for the three years. *(Recommend approval of a three year contract extension with All City Management Services, INC. (ACMS) for crossing guard services at the rates set forth in the agreement, and authorize the Mayor and City Clerk to execute all necessary documents. The contract extension will begin July 1, 2018 and continue in effect until June 30, 2021.)*

The following was presented:

Item 7J. Approval of the 2018 Employee Dental Benefit Contract with Blue Cross/Blue Shield of Illinois. *(Recommend the 2018 Employee Dental Benefit Services Contract with Blue Cross/Blue Shield of Illinois be approved and the City Manager and City personnel be authorized to execute the necessary documents.)*

The following was presented:

Item 7K. Consideration of a Resolution to use Tax Increment Financing money to pay for repair of a portion of sidewalk at Front and Center. *(Recommend Council approve a Resolution of the City of Bloomington, McLean County, Illinois Authorizing a Redevelopment Project in the Downtown-Southwest Redevelopment Project Area, and authorize the Mayor and City Clerk to execute the necessary documents.)*

RESOLUTION NO. 52

A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AUTHORIZING A REDEVELOPMENT PROJECT IN THE DOWNTOWN SOUTHWEST
REDEVELOPMENT PROJECT AREA

“Regular Agenda”

The following was presented:

Item 8A. Presentation of the FY2017 Comprehensive Annual Financial Report as audited. *(Presentation only) (Presentation by Jason Coyle, Partner, Baker Tilly International 5 minutes, Council discussion 5 minutes) (No Motion)*

Mayor Renner provided a brief explanation of the budget, and deferred to Jason Coyle, Partner with Baker Tilly International who provided a brief overview of the Comprehensive Annual Financial Report. This report is slightly different from last year as they were not able to give a report on the Coliseum due to the activities that occurred there that year. This year they were able to conduct a full audit of the Coliseum and as a result, their opinion is modified. He referenced the section in the audit referred to as MD & A (Management Discussion and Analysis) which highlights and summarizes the activities that occurred during the year. He encouraged Council to review that section.

The following was presented:

Item 8B. Consideration of an Ordinance Amending the FY 2018 Budget for the Grossinger Motors Arena in the amount of \$375,000. *(Recommend approving an Ordinance Amending the FY 2018 Budget for the Grossinger Motors Arena be approved and the Mayor and City Clerk be authorized to approve the appropriate measures necessary for transfer.) (Presentation by Lynn Cannon, Executive Director 5 minutes, Council discussion 5 minutes.)*

Ms. Cannon provided an overview of this item commenting on the forecast budget that was provided to Council for the remaining of the fiscal year.

Alderman Hauman inquired about the ‘busy season’ that the Arena is expecting. She asked whether it is for three to four months. Ms. Cannon stated it is not that the Arena is much busier in the fall of the year. However, due to some of the other events, i.e. hockey games that did not occur, they were much slower in the fall than they should have been. Generally, they would start becoming busy in September through April. They are looking ahead, and activity is picking up dramatically, beginning at the end of December.

Alderman Mwilambwe stated in referencing the materials within the packet that spoke to unforeseen circumstances that occurred due to sponsorship. He stated the materials did not provide much materials related to those circumstances. He asked Ms. Cannon to elaborate on the statement.

Ms. Cannon stated, they have a new sales manager that recently started in October, who has begun to learn the aspects of his position. Also, getting out into the community to put the Arena out there while

battling some negative press. They do their best to promote so to obtain sponsorship as well as other advertising opportunities.

Alderman Black stated he appreciates the opportunity to have spent with Ms. Cannon to hear of some of the ideas that she has for the Arena. There may be some apprehension to add some \$400,000 to the budget of the Arena. We are willing to do whatever it takes to ensure the Arena is operational—suggesting adding some events to include with the schedule activities.

ORDINANCE NO. 2017 – 118

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018

Motion by Alderman Black second by Alderman Schmidt approving an Ordinance Amending the FY 2018 Budget for the Grossinger Motors Arena be approved and the Mayor and City Clerk be authorized to approve the appropriate measures necessary for transfer

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

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

Bray.

Nays: None

Motion carried.

The following was presented:

Item 8C. Consideration of a Resolution supporting various infrastructure projects at Miller Park Zoo, including the construction of an additional parking lot, concession stand and replacement of the entrance building roof at a cost of approximately \$900,000. *(Recommend City Council approve the Resolution Supporting the Various Infrastructure Projects at Miller Park Zoo at a cost of approximately \$900,000 be approved, and that the City Mayor and City Clerk be authorized to execute the Resolution.) (Presentation by Jay Tetzloff, Director of Parks, Recreational, Cultural Arts and Miller Park Zoo, 10 minutes, Council discussion 10 minutes.)*

Mr. Tetzloff provided a brief PowerPoint Presentation overview of this item and stated they have been looking outside the box in bringing projects to the Council for its consideration. He referenced the Council Retreat in November 2017 relating to its priorities with the Zoo being part of Council priorities. He does not often have an opportunity to come before the Council with projects that will bring forward revenue. The biggest takeaway is, the Department is looking to secure a loan. He thanked the Miller Park

Zoological Society Board for their dedication. Mr. Tetzloff spoke of some of the issues for reasons why the Department is seeking a loan to correct deficiencies at the Zoo including parking, safety concerns, infrastructure (roofing, and other building maintenance) and concession stand.

Council is not voting tonight to extend a loan, rather staff is seeking approval of a Resolution Supporting the Various Infrastructure Projects at Miller Park Zoo. Staff will return at a later date to seek Council approval of a loan and contract for the work to be done at the Zoo.

Alderman Schmidt inquired about the use of staff for the projects, that the Zoo would use existing staff. She asked how Mr. Tetzloff plan to staff the Zoo. Mr. Tetzloff stated that mostly seasonal staffing.

Alderman Mathy stated he was a little concern with staffing as well as he too has some experience in food service. There is a lot that goes into a meal rush. He asked why this project is not a part of a Capital Improvement Plan.

Mr. Rasmussen stated he could provide a response to Alderman's question. The other projects in the Capital Improvement Plan are unfunded. This is not the case as it is not associated with a Capital Improvement Plan. This project has a funding source and would be able to pay for itself.

Alderman Sage asked whether groups would still be able to bring their own food in after project has been completed. Mr. Tetzloff stated, no outside food would be permitted once there is a concession stand in the Zoo.

Alderman Mwilambwe asked whether Mr. Tetzloff would continue to pursue grants for the department. Mr. Tetzloff stated that he searches daily for grants that could benefit his department. For the record, he does support the project.

Alderman Hauman stated, she likes the idea and applauds the Zoological Society for looking ahead and increasing the overall park experience for our visitors.

RESOLUTION NO. 2017- 53

A RESOLUTION SUPPORTING VARIOUS INFRASTRUCTURE PROJECTS AT MILLER PARK ZOO

Motion by Alderman Schmidt second by Alderman Painter City Council approve the Resolution Supporting the Various Infrastructure Projects at Miller Park Zoo at a cost of approximately \$900,000 be approved, and that the City Mayor and City Clerk be authorized to execute the Resolution.

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

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

Nays: None

Motion carried.

The following was presented:

Item 8D. Consideration of approving a Resolution to adopt the Downtown Design and Branding Concept recommended by the Downtown Signage Committee and authorize a change order in the amount of \$28,095.10 associated with the contract between the City of Bloomington and Kerestes Martin Associates, Inc. for professional services. *(Recommend approving a Resolution adopting the Downtown Design and Branding Concept recommended by the Downtown Signage Committee and authorize a change order in the amount of \$28,095.10 associated with the contract between the City of Bloomington and Kerestes Martin Associates, Inc. for professional services be approved and that the Mayor, City Clerk, and City Manager be authorized to execute the necessary documents.) (Presentation by Kevin Kothe, P.E., City Engineer 5 minutes, Council discussion 5 minutes.)*

Mr. Kothe stated, during the last Council Meeting the design consultant KMA Designs debuted the unveiling of a proto type wayfinding signs that was installed this week across from the Government Center on the right side of East Street. His goal is to follow up on the presentation from the last Council Meeting as well as provide additional information for consideration.

Option 2 recommendation based on public input from the meeting at the Museum and the City's website. While the majority preferred the historical design, teal color, and suggested that the sign has a verta base rather than a steel coloring. The recommendation from the Downtown Signage Committee is to follow the public input. As we go through the design process to decide on the specifications, the will keep in mind those comments offered by the public. Mr. Kothe discussed the timelines for the project stating there are funds already designated within the budget for the design contract to complete the construction documents, but also to do the installation.

Staff is seeking approval of the Council to begin working on the construction documents specifications in January 2018, and finalize the signage locations. The City's goal would be to move forward with the project in March 2018, and bring it back to Council in April 2018. Mr. Kothe provided a recap of the public participation to the Council.

Alderman Black thanked Mr. Kothe and the Commission for all of their hard work and commented on the public outreach that has occurred with this project. He believe it would be prudent to have the new members to weigh in on the design prior to making a decision on the project.

Mr. Rasmussen stated, the members have been appointed, but staff has not had them to attend a meeting of the Committee as yet. That would likely occur at the next meeting.

Alderman Black motioned to delay this item until the new board members have had an opportunity to review the design concept.

Mr. Kothe stated, based on the timeline, the motion offered by Alderman Black will not work. If staff is not able to come back to Council until the end of January the ability to have those documents

prepared, bid and awarded will not meet the City's schedule.

There was no support for the motion offered by Alderman Black.

RESOLUTION NO. 2017 -54

RESOLUTION TO ADOPT THE DOWNTOWN DESIGN AND BRANDING CONCEPT
RECOMMENDED BY THE DOWNTOWN SIGNAGE COMMITTEE
AND AUTHORIZE A CHANGE ORDER IN THE AMOUNT OF \$28,095.10 ASSOCIATED WITH
THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND KERESTES MARTIN
ASSOCIATES INC FOR PROFESSIONAL SERVICES

Motion by Alderman Hauman, seconded by Alderman Schmidt approving a Resolution adopting the Downtown Design and Branding Concept recommended by the Downtown Signage Committee and authorize a change order in the amount of \$28,095.10 associated with the contract between the City of Bloomington and Kerestes Martin Associates, Inc. for professional services be approved and that the Mayor, City Clerk, and City Manager be authorized to execute the necessary documents.

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

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

Schmidt.

Nays:

Motion carried.

The following was presented:

Item 8E. Consideration of a Resolution Supporting and Funding the BNEDC and the BN Advantage Economic Development Strategy. *(Recommend a Resolution Supporting and Funding the BNEDC and BN Advantage as a Collaborative Economic Development Strategy for the Bloomington-Normal-McLean County Region be approved and the Mayor and City Clerk be authorized to prepare the necessary documents. (Presentation by Austin Grammer, Economic Development Coordinator 10 minutes, Council discussion 20 minutes.)*

Mr. Rasmussen provided a brief overview of this item and apologized for the last minute change to the Council Memo as the dollar amount of the enclosed resolution had changed. The City had talked about having the amount set at 1/3 of the yearly proposal for the Economic Development Committee, but did not mention the amount to staff. The amount that is being requested is \$123,867. He explained the change in the amount. In the Economic Development Special Budget Funds for this fiscal year \$390,000 was budgeted. Since the City did not provide any of those funds to the EDC asked for a portion to fund them for the prorated amount for the remainder of the year. The City removed a portion of the amount to assist with the Small Business Development Center amount to \$18,398 leaving a balance of \$371,602 in

that Special Budgeted Fund. If you take a third prorating it until the end of the year, it equals \$123,867 which the City is proposing to pay it out monthly over four months.

Alderman Sage stated, when this was discussed at a recent Committee of the Whole Meeting there was much conversation regarding metrics. He stated that this item continues to lack meaningful metrics given the length of time that BN Advantage has been in operation. He stated that he hopes to receive more meaningful data that supports the operations of the organization.

Mr. Rasmussen stated, the Town of Normal would has also requested the same type of information from this organization, four different type of reports as well as the metrics. He has Kyle to provide the City with the same information that is provided to the Town of Normal.

Mayor Renner stated the Council views the performance metrics are absolutely critical to both communities going forward.

Kyle stated they welcome the opportunity to present to the Council on a regular basis. That BN Advantage is the strategy. In that strategy, there is a multitude of work of which he and Charlie has taken components of that and have woven that into the strategic plan of its respective organization. In their plan, they have metrics measures the work within a strategic plan. The Board request that information of him, as he provides that information to them on a regular basis.

Resolution No. 2017- 55

A RESOLUTION SUPPORTING AND FUNDING THE BNEDC AND BN ADVANTAGE AS A COLLABORATIVE ECONOMIC DEVELOPMENT STRATEGY FOR THE BLOOMINGTON-NORMAL- MCLEAN COUNTY REGION

Motion by Alderman Black, seconded by Alderman Bray approving a Resolution Supporting and Funding the BNEDC and BN Advantage as a Collaborative Economic Development Strategy for the Bloomington-Normal-McLean County Region be approved and the Mayor and City Clerk be authorized to prepare the necessary documents.

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

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

Schmidt.

Nays:

Motion carried.

City Manager's Discussion

Mr. Rasmussen thanked Jay Tetzloff and the Parks and Recreation staff and the staff of the BCPA with assisting in setting up and preparing the auditorium for the Council Meeting.

Mayor's Discussion

Mayor Renner echoed Mr. Rasmussen's comments and thanked all that were involved in the setup of the BCPA for the meeting. He wished everyone a safe holiday season and reminded the public of the Town Hall Meetings.

City Aldermen's Discussion

Alderman Hauman congratulated Jim Karch, Public Works Director for attaining his Master's Degree.

Adjournment

Motion by Alderman Black seconded by Alderman Bray adjourning the meeting. Meeting adjourned at 8:41 PM.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**RECORD OF MOTIONS AND VOTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, DECEMBER 18 2017; 7:00 P.M.**

The Council convened in Regular Session in the Auditorium of the Bloomington Center for Performing Arts, 600 N. East Street, Bloomington, 61701, at 7:00 p.m., Monday, December 18, 2017.

The Meeting was called to order by Mayor Renner.

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

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

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

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

Recognition/Appointments

- A. Proclamation, Centennial of the First World War (*Delayed until January 2018*)
- B. Recognition of Trevor Wilson, Fire Fighter on completing his one year probation with the Bloomington Fire Department.
- C. Appointment of Monica Bullington to the Connect Transit Board, and the Reappointment of Amelia Buragas to the Bloomington-Normal Economic Development Council Board.

Public Comment

Danielle DeWinter	Charlotte Alvarez	John Walther	Rick Phillippe
Ed Neaves	Mason Aberie	Jarel Hall	Gary Lambert
Deanna Frautschi	Andy Shirk	Vicki Tilton	

“Consent Agenda”

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Hauman and second by Alderman Schmidt that the Consent Agenda be approved with the exception of Item No. 7B.

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

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

Nays: None

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the December 11, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B. Consideration of Approving an Appointment and Reappointment to Various Boards and Commissions. *(Recommend Monica Bullington be appointed to the Connect Transit Board and that Amelia Buragas be reappointed to the Bloomington-Normal Economic Development Council Board.)*

Motion by Alderman Hauman and second by Alderman Painter that Monica Bullington be appointed to the Connect Transit Board and that Amelia Buragas be reappointed to the Bloomington-Normal Economic Development Council Board.

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

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

Nays: None

Recused: Alderman Amelia Buragas

The following was presented:

Item 7C. Consideration of approving an Intergovernmental Agreement with the County of McLean Regulating use of the Police Range Facility. *(Recommend in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7D. Consideration of approving an Intergovernmental Agreement with the County of McLean

Regulating use of the Police Range Facility. *(Recommend the intergovernmental agreement with the County of McLean be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7E. Consideration of an Ordinance amending Bloomington City Code Chapter 38, Section 181.2 adding an exception for Brick Streets. *(Recommend an Ordinance amending Bloomington City Code Chapter 38, Section 181.2 adding an exception for brick streets be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 113

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 38, SECTION 181.2 ADDING AN EXCEPTION
FOR BRICK STREETS

The following was presented:

Item 7F. Consideration of an Ordinance amending Bloomington City Code Chapter 29, Section 201 adding brick streets to the list of streets where through trucks are not allowed. *(Recommend an Ordinance amending Bloomington City Code Chapter 29, Section 201 adding brick streets to the list of streets where through trucks are not allowed be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 114

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 29, SECTION 201 ADDING BRICK STREETS
TO THE LIST OF STREETS WHERE THROUGH TRUCKS ARE NOT ALLOWED

The following was presented:

Item 7G. Consideration of an Ordinance approving the dedication of the former Consolidated Rail Corporation Right-of-Way as Public Utility Easement. *(Recommend an Ordinance approving the dedication of the former Consolidated Rail Corporation Right-of-Way as Public Utility Easement and that the Mayor and City Clerk be authorized to execute the necessary*

ORDINANCE NO. 2017 - 115

AN ORDINANCE APPROVING THE DEDICATION OF
THE FORMER CONSOLIDATED RAIL CORPORATION RIGHT-OF-WAY
AS PUBLIC UTILITY EASEMENT

The following was presented:

Item 7H. Consideration of:

- A. An Ordinance approving a Contract to Purchase Real Estate located at 717 E. Empire Street in the City of Bloomington

ORDINANCE 2017 - 116

AN ORDINANCE APPROVING A CONTRACT TO PURCHASE REAL ESTATE
LOCATED AT 717 EAST EMPIRE STREET, IN BLOOMINGTON, ILLINOIS

- B. An Ordinance Amending the Fiscal Year 2018 Budget.

ORDINANCE NO. 2017 – 117

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018

(Recommend an Ordinance approving a Contract to Purchase Real Estate Located at 717 E. Empire Street in Bloomington be approved in the amount of \$48,000 and authorize the Mayor and City Clerk to execute the necessary documents.)

The following was presented:

Item 7I. Consideration of approving an extension to the School Crossing Guard contract for the three years. *(Recommend approval of a three year contract extension with All City Management Services, INC. (ACMS) for crossing guard services at the rates set forth in the agreement, and authorize the Mayor and City Clerk to execute all necessary documents. The contract extension will begin July 1, 2018 and continue in effect until June 30, 2021.)*

The following was presented:

Item 7J. Approval of the 2018 Employee Dental Benefit Contract with Blue Cross/Blue Shield of Illinois. *(Recommend the 2018 Employee Dental Benefit Services Contract with Blue Cross/Blue Shield of Illinois be approved and the City Manager and City personnel be authorized to execute the necessary documents.)*

The following was presented:

Item 7K. Consideration of a Resolution to use Tax Increment Financing money to pay for repair of a portion of sidewalk at Front and Center. *(Recommend Council approve a Resolution of the City of Bloomington, McLean County, Illinois Authorizing a Redevelopment Project in the Downtown-Southwest Redevelopment Project Area, and authorize the Mayor and City Clerk to execute the necessary documents.)*

RESOLUTION NO. 52

A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AUTHORIZING A REDEVELOPMENT PROJECT IN THE DOWNTOWN SOUTHWEST
REDEVELOPMENT PROJECT AREA

“Regular Agenda”

The following was presented:

Item 8A. Presentation of the FY2017 Comprehensive Annual Financial Report as audited. *(Presentation only) (Presentation by Jason Coyle, Partner, Baker Tilly International 5 minutes, Council discussion 5 minutes) (No Motion)*

Mayor Renner provided a brief explanation of the budget, and deferred to Jason Coyle, Partner with Baker Tilly International who provided a brief overview of the Comprehensive Annual Financial Report. This report is slightly different from last year as they were not able to give a report on the Coliseum due to the activities that occurred there that year. This year they were able to conduct a full audit of the Coliseum and as a result, their opinion is modified. He referenced the section in the audit referred to as MD & A (Management Discussion and Analysis) which highlights and summarizes the activities that occurred during the year. He encouraged Council to review that section.

The following was presented:

Item 8B. Consideration of an Ordinance Amending the FY 2018 Budget for the Grossinger Motors Arena in the amount of \$375,000. *(Recommend approving an Ordinance Amending the FY 2018 Budget for the Grossinger Motors Arena be approved and the Mayor and City Clerk be authorized to approve the appropriate measures necessary for transfer.) (Presentation by Lynn Cannon, Executive Director 5 minutes, Council discussion 5 minutes.)*

Ms. Cannon provided an overview of this item commenting on the forecast budget that was provided to Council for the remaining of the fiscal year.

Alderman Hauman inquired about the ‘busy season’ that the Arena is expecting. She asked whether it is for three to four months. Ms. Cannon stated it is not that the Arena is much busier in the fall of the year. However, due to some of the other events, i.e. hockey games that did not occur, they were much slower in the fall than they should have been. Generally, they would start becoming busy in September through April. They are looking ahead, and activity is picking up dramatically, beginning at the end of December.

Alderman Mwilambwe stated in referencing the materials within the packet that spoke to unforeseen circumstances that occurred due to sponsorship. He stated the materials did not provide much materials related to those circumstances. He asked Ms. Cannon to elaborate on the statement.

Ms. Cannon stated, they have a new sales manager that recently started in October, who has begun to learn the aspects of his position. Also, getting out into the community to put the Arena out there while

battling some negative press. They do their best to promote so to obtain sponsorship as well as other advertising opportunities.

Alderman Black stated he appreciates the opportunity to have spent with Ms. Cannon to hear of some of the ideas that she has for the Arena. There may be some apprehension to add some \$400,000 to the budget of the Arena. We are willing to do whatever it takes to ensure the Arena is operational—suggesting adding some events to include with the schedule activities.

ORDINANCE NO. 2017 – 118

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018

Motion by Alderman Black second by Alderman Schmidt approving an Ordinance Amending the FY 2018 Budget for the Grossinger Motors Arena be approved and the Mayor and City Clerk be authorized to approve the appropriate measures necessary for transfer

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

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

Bray.

Nays: None

Motion carried.

The following was presented:

Item 8C. Consideration of a Resolution supporting various infrastructure projects at Miller Park Zoo, including the construction of an additional parking lot, concession stand and replacement of the entrance building roof at a cost of approximately \$900,000. *(Recommend City Council approve the Resolution Supporting the Various Infrastructure Projects at Miller Park Zoo at a cost of approximately \$900,000 be approved, and that the City Mayor and City Clerk be authorized to execute the Resolution.) (Presentation by Jay Tetzloff, Director of Parks, Recreational, Cultural Arts and Miller Park Zoo, 10 minutes, Council discussion 10 minutes.)*

Mr. Tetzloff provided a brief PowerPoint Presentation overview of this item and stated they have been looking outside the box in bringing projects to the Council for its consideration. He referenced the Council Retreat in November 2017 relating to its priorities with the Zoo being part of Council priorities. He does not often have an opportunity to come before the Council with projects that will bring forward revenue. The biggest takeaway is, the Department is looking to secure a loan. He thanked the Miller Park

Zoological Society Board for their dedication. Mr. Tetzloff spoke of some of the issues for reasons why the Department is seeking a loan to correct deficiencies at the Zoo including parking, safety concerns, infrastructure (roofing, and other building maintenance) and concession stand.

Council is not voting tonight to extend a loan, rather staff is seeking approval of a Resolution Supporting the Various Infrastructure Projects at Miller Park Zoo. Staff will return at a later date to seek Council approval of a loan and contract for the work to be done at the Zoo.

Alderman Schmidt inquired about the use of staff for the projects, that the Zoo would use existing staff. She asked how Mr. Tetzloff plan to staff the Zoo. Mr. Tetzloff stated that mostly seasonal staffing.

Alderman Mathy stated he was a little concern with staffing as well as he too has some experience in food service. There is a lot that goes into a meal rush. He asked why this project is not a part of a Capital Improvement Plan.

Mr. Rasmussen stated he could provide a response to Alderman's question. The other projects in the Capital Improvement Plan are unfunded. This is not the case as it is not associated with a Capital Improvement Plan. This project has a funding source and would be able to pay for itself.

Alderman Sage asked whether groups would still be able to bring their own food in after project has been completed. Mr. Tetzloff stated, no outside food would be permitted once there is a concession stand in the Zoo.

Alderman Mwilambwe asked whether Mr. Tetzloff would continue to pursue grants for the department. Mr. Tetzloff stated that he searches daily for grants that could benefit his department. For the record, he does support the project.

Alderman Hauman stated, she likes the idea and applauds the Zoological Society for looking ahead and increasing the overall park experience for our visitors.

RESOLUTION NO. 2017- 53

A RESOLUTION SUPPORTING VARIOUS INFRASTRUCTURE PROJECTS AT MILLER PARK ZOO

Motion by Alderman Schmidt second by Alderman Painter City Council approve the Resolution Supporting the Various Infrastructure Projects at Miller Park Zoo at a cost of approximately \$900,000 be approved, and that the City Mayor and City Clerk be authorized to execute the Resolution.

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

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

Nays: None

Motion carried.

The following was presented:

Item 8D. Consideration of approving a Resolution to adopt the Downtown Design and Branding Concept recommended by the Downtown Signage Committee and authorize a change order in the amount of \$28,095.10 associated with the contract between the City of Bloomington and Kerestes Martin Associates, Inc. for professional services. *(Recommend approving a Resolution adopting the Downtown Design and Branding Concept recommended by the Downtown Signage Committee and authorize a change order in the amount of \$28,095.10 associated with the contract between the City of Bloomington and Kerestes Martin Associates, Inc. for professional services be approved and that the Mayor, City Clerk, and City Manager be authorized to execute the necessary documents.) (Presentation by Kevin Kothe, P.E., City Engineer 5 minutes, Council discussion 5 minutes.)*

Mr. Kothe stated, during the last Council Meeting the design consultant KMA Designs debuted the unveiling of a proto type wayfinding signs that was installed this week across from the Government Center on the right side of East Street. His goal is to follow up on the presentation from the last Council Meeting as well as provide additional information for consideration.

Option 2 recommendation based on public input from the meeting at the Museum and the City's website. While the majority preferred the historical design, teal color, and suggested that the sign has a verta base rather than a steel coloring. The recommendation from the Downtown Signage Committee is to follow the public input. As we go through the design process to decide on the specifications, the will keep in mind those comments offered by the public. Mr. Kothe discussed the timelines for the project stating there are funds already designated within the budget for the design contract to complete the construction documents, but also to do the installation.

Staff is seeking approval of the Council to begin working on the construction documents specifications in January 2018, and finalize the signage locations. The City's goal would be to move forward with the project in March 2018, and bring it back to Council in April 2018. Mr. Kothe provided a recap of the public participation to the Council.

Alderman Black thanked Mr. Kothe and the Commission for all of their hard work and commented on the public outreach that has occurred with this project. He believe it would be prudent to have the new members to weigh in on the design prior to making a decision on the project.

Mr. Rasmussen stated, the members have been appointed, but staff has not had them to attend a meeting of the Committee as yet. That would likely occur at the next meeting.

Alderman Black motioned to delay this item until the new board members have had an opportunity to review the design concept.

Mr. Kothe stated, based on the timeline, the motion offered by Alderman Black will not work. If staff is not able to come back to Council until the end of January the ability to have those documents

prepared, bid and awarded will not meet the City's schedule.

There was no support for the motion offered by Alderman Black.

RESOLUTION NO. 2017 -54

RESOLUTION TO ADOPT THE DOWNTOWN DESIGN AND BRANDING CONCEPT
RECOMMENDED BY THE DOWNTOWN SIGNAGE COMMITTEE
AND AUTHORIZE A CHANGE ORDER IN THE AMOUNT OF \$28,095.10 ASSOCIATED WITH
THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND KERESTES MARTIN
ASSOCIATES INC FOR PROFESSIONAL SERVICES

Motion by Alderman Hauman, seconded by Alderman Schmidt approving a Resolution adopting the Downtown Design and Branding Concept recommended by the Downtown Signage Committee and authorize a change order in the amount of \$28,095.10 associated with the contract between the City of Bloomington and Kerestes Martin Associates, Inc. for professional services be approved and that the Mayor, City Clerk, and City Manager be authorized to execute the necessary documents.

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

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

Schmidt.

Nays:

Motion carried.

The following was presented:

Item 8E. Consideration of a Resolution Supporting and Funding the BNEDC and the BN Advantage Economic Development Strategy. *(Recommend a Resolution Supporting and Funding the BNEDC and BN Advantage as a Collaborative Economic Development Strategy for the Bloomington-Normal-McLean County Region be approved and the Mayor and City Clerk be authorized to prepare the necessary documents. (Presentation by Austin Grammer, Economic Development Coordinator 10 minutes, Council discussion 20 minutes.)*

Mr. Rasmussen provided a brief overview of this item and apologized for the last minute change to the Council Memo as the dollar amount of the enclosed resolution had changed. The City had talked about having the amount set at 1/3 of the yearly proposal for the Economic Development Committee, but did not mention the amount to staff. The amount that is being requested is \$123,867. He explained the change in the amount. In the Economic Development Special Budget Funds for this fiscal year \$390,000 was budgeted. Since the City did not provide any of those funds to the EDC asked for a portion to fund them for the prorated amount for the remainder of the year. The City removed a portion of the amount to assist with the Small Business Development Center amount to \$18,398 leaving a balance of \$371,602 in

that Special Budgeted Fund. If you take a third prorating it until the end of the year, it equals \$123,867 which the City is proposing to pay it out monthly over four months.

Alderman Sage stated, when this was discussed at a recent Committee of the Whole Meeting there was much conversation regarding metrics. He stated that this item continues to lack meaningful metrics given the length of time that BN Advantage has been in operation. He stated that he hopes to receive more meaningful data that supports the operations of the organization.

Mr. Rasmussen stated, the Town of Normal would has also requested the same type of information from this organization, four different type of reports as well as the metrics. He has Kyle to provide the City with the same information that is provided to the Town of Normal.

Mayor Renner stated the Council views the performance metrics are absolutely critical to both communities going forward.

Kyle stated they welcome the opportunity to present to the Council on a regular basis. That BN Advantage is the strategy. In that strategy, there is a multitude of work of which he and Charlie has taken components of that and have woven that into the strategic plan of its respective organization. In their plan, they have metrics measures the work within a strategic plan. The Board request that information of him, as he provides that information to them on a regular basis.

Resolution No. 2017- 55

A RESOLUTION SUPPORTING AND FUNDING THE BNEDC AND BN ADVANTAGE AS A COLLABORATIVE ECONOMIC DEVELOPMENT STRATEGY FOR THE BLOOMINGTON-NORMAL- MCLEAN COUNTY REGION

Motion by Alderman Black, seconded by Alderman Bray approving a Resolution Supporting and Funding the BNEDC and BN Advantage as a Collaborative Economic Development Strategy for the Bloomington-Normal-McLean County Region be approved and the Mayor and City Clerk be authorized to prepare the necessary documents.

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

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

Schmidt.

Nays:

Motion carried.

City Manager's Discussion

Mr. Rasmussen thanked Jay Tetzloff and the Parks and Recreation staff and the staff of the BCPA with assisting in setting up and preparing the auditorium for the Council Meeting.

Mayor's Discussion

Mayor Renner echoed Mr. Rasmussen's comments and thanked all that were involved in the setup of the BCPA for the meeting. He wished everyone a safe holiday season and reminded the public of the Town Hall Meetings.

City Aldermen's Discussion

Alderman Hauman congratulated Jim Karch, Public Works Director for attaining his Master's Degree.

Adjournment

Motion by Alderman Black seconded by Alderman Bray adjourning the meeting. Meeting adjourned at 8:41 PM.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: January 8, 2018

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$14,501,208.56.

RECOMMENDATION/MOTION: That the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$14,501,208.56, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$14,501,208.56 (Payroll total \$5,045,649.85, Accounts Payable total \$3,986,224.86, and Electronic Transfers total \$5,469,333.85).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Patti-Lynn Silva, Finance Director

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen".

Steve Rasmussen, Interim City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of January 08 2018

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
12/7/2017	\$ 1,575,925.90	\$ 381,239.57	\$ 1,957,165.47
12/8/2017	\$ 253,597.35	\$ 84,965.66	\$ 338,563.01
12/15/2017	\$ 212,771.21	\$ 76,637.76	\$ 289,408.97
12/21/2017	\$ 1,416,883.31	\$ 368,271.08	\$ 1,785,154.39
12/21/2017	\$ 208,844.58	\$ 75,823.44	\$ 284,668.02
12/29/2017	\$ 207,424.05	\$ 75,486.76	\$ 282,910.81
			\$ -
12/7/2017-12/28/2017	\$ 107,637.82	\$ 141.36	\$ 107,779.18
Off Cycle Adjustments			.
		PAYROLL GRAND TOTAL	\$ 5,045,649.85

ACCOUNTS PAYABLE

Date	Bank	Total
1/8/2018	AP General	\$ 3,291,173.12
1/8/2018	AP Comm Devel	\$ 3,269.66
1/8/2018	AP IHDA	\$ 37,691.42
1/8/2018	AP Library	\$ 31,032.78
1/8/2018	AP MFT	
	Off Cycle Check Runs	
12/15/2017-12/28/2017		\$ 623,057.88
	AP GRAND TOTAL	\$ 3,986,224.86

PCARDS

Date Range	Total
PCARD GRAND TOTAL	

WIRES

Date Range	Total
11/1/2017-12/28/2017	\$ 5,469,333.85
WIRE GRAND TOTAL	\$ 5,469,333.85

TOTAL **\$ 14,501,208.56**

Respectfully,

Patti-Lynn Silva
Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: January 8, 2018

SUBJECT: Consideration of approving the revised schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2018 Calendar Year.

RECOMMENDATION/MOTION: that Council approve revised 2018 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.

STRATEGIC PLAN LINK: (Goal 4.) Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: (Objective: e/f.) Strong partnership with residents and neighborhood associations, and residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: Council approved this item initially during its December 11, 2017 Council Meeting. However, staff noticed the error in four meeting dates that fall on holiday. Staff therefore, is bringing this item back to the Council for action.

Setting this calendar allows the public and the City to have a predetermined list of dates that the City Council and each appointed Board and/or Commission will meet. Once approved by the City Council, this information will be posted and placed on the City's website calendar. This annual notice must include the meetings of regularly scheduled committees or subcommittees of the board or council, as well as meetings of any formally created advisory groups, per 5 ILCS 120/2.02.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Residents, businesses and others that either attend city meetings or have a vested interest in the conduct of city business.

FINANCIAL IMPACT: No impact.

COMMUNITY DEVELOPMENT IMPACT: Not application

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen".

Steve Rasmussen
Interim City Manager

Attachments:

- 2018 Revised Calendar of Scheduled Meetings.

MEETING DATES AND TIMES OF CITY COUNCIL AND BOARDS AND COMMISSIONS
OF THE CITY OF BLOOMINGTON, ILLINOIS - CALENDAR YEAR 2018

REVISED

BLOOMINGTON CITY COUNCIL

Second and Fourth Monday of each month
7:00 p.m. prevailing time – City Hall

01/08/18
01/22/18
02/12/18
02/26/18
03/12/18
03/26/18
04/09/18
04/23/18
05/14/18
05/29/18 (Tuesday)
06/11/18
06/25/18
07/09/18
07/23/18
08/13/18
08/27/18
09/10/18
09/24/18
10/08/18
10/22/18
11/13/18 (Tuesday)
11/26/18
12/10/18
12/17/18 (3rd Monday)

**BLOOMINGTON TOWNSHIP
BOARD OF TRUSTEES**

Fourth Monday of each month
6:30 p.m. prevailing time – Council Chambers

01/22/18
02/26/18
03/26/18
04/23/18
05/29/18 (Tuesday)
06/25/18
07/23/18
08/27/18
09/24/18
10/22/18
11/26/18
12/17/18 (3rd Monday)

BUILDING BOARD OF APPEALS

Bi-Annually on the first Tuesday of the month
and as needed

1:30 p.m. prevailing time – Council Chambers

Tentative!

06/05/18
12/04/18

CITIZENS BEAUTIFICATION COMMITTEE

Third Thursday of each month

6:00 p.m. prevailing time –BPD Osborn Room

01/18/18
02/15/18
03/15/18
04/27/18 – City of Blm Park Maintenance Building
05/17/18
06/21/18
07/19/18
08/16/18
09/20/18
10/18/18
11/15/18

COMMITTEE OF THE WHOLE

Third Monday of each month

5:30 p.m. prevailing time – Council Chambers

01/16/18 (Tuesday)
02/19/18
03/19/18
04/16/18
05/21/18
06/18/18
07/16/18
08/20/18
09/17/18
10/15/18
11/19/18

MEETING DATES AND TIMES OF CITY COUNCIL AND BOARDS AND COMMISSIONS
OF THE CITY OF BLOOMINGTON, ILLINOIS - CALENDAR YEAR 2018

REVISED

CULTURAL DISTRICT BOARD

Second and Fourth Thursday of each month
7:30 a.m. prevailing time – Creativity Center Conference Room (107 E. Chestnut)

01/11/18
01/25/18
02/08/18
02/22/18
03/08/18
03/22/18
04/12/18
04/26/18
05/10/18
05/24/18
06/14/18
06/28/18
07/12/18
07/26/18
08/09/18
08/23/18
09/13/18
09/27/18
10/11/18
10/25/18
11/08/18
(No meeting Thanksgiving)
12/13/18
12/27/18

FIRE AND POLICE COMMISSION

First Tuesday of each month
4:00 p.m. prevailing time – Council Chambers

01/23/18 (3rd Tuesday due to Holiday)
02/06/18
03/06/18
04/03/18
05/01/18
06/05/18
07/10/18 (Due to July 4th Holiday)
08/07/18
09/04/18
10/02/18
11/06/18
12/04/18

HISTORIC PRESERVATION

Third Thursday of each month
5:00 p.m. prevailing time – Council Chambers

01/18/18
02/15/18
03/15/18
04/19/18
05/17/18
06/21/18
07/19/18
08/16/18
09/20/18
10/18/18
11/15/18
12/20/18

HUMAN RELATIONS COMMISSION

Second Wednesday of each month
6:00 p.m. prevailing time – Council Chambers

01/10/18
02/14/18
03/14/18
04/11/18
05/09/18
06/13/18
07/11/18
08/08/18
09/12/18
10/10/18
11/14/18
12/12/18

JAPAN SISTER CITY COMMITTEE

First Monday of each month
6:30 p.m. prevailing time – CIRA 2nd floor conference room

01/08/18 (2nd Monday due to Holiday)
02/05/18
03/05/18
04/02/18
05/07/18
06/04/18
07/09/18 (2nd Monday due to Holiday)
08/06/18
09/10/18 (2nd Monday due to Holiday)
10/01/18
11/05/18
12/03/18

MEETING DATES AND TIMES OF CITY COUNCIL AND BOARDS AND COMMISSIONS
OF THE CITY OF BLOOMINGTON, ILLINOIS - CALENDAR YEAR 2018

REVISED

LIQUOR COMMISSION

Second Tuesday of each month

4:00 p.m. prevailing time – Council Chambers

01/09/18

02/13/18

03/13/18

04/10/18

05/08/18

06/12/18

07/10/18

08/14/18

09/11/18

10/09/18

11/13/18

12/11/18

ZONING BOARD OF APPEALS

Third Wednesday of each month

4:00 p.m. prevailing time – Council Chambers

01/17/18

02/21/18

03/21/18

04/18/18

05/16/18

06/20/18

07/18/18

08/15/18

09/19/18

10/17/18

11/21/18

12/19/18

PLANNING COMMISSION

Second and Fourth Wednesday of each month

4:00 p.m. prevailing time – Council Chambers

01/10/18

01/24/18

02/14/18

02/28/18

03/14/18

03/28/18

04/11/18

04/25/18

05/09/18

05/23/18

06/13/18

06/27/18

07/11/18

07/25/18

08/08/18

08/22/18

09/12/18

09/26/18

10/10/18

10/24/18

11/14/18

11/28/18

12/12/18

12/26/18

PROPERTY MAINTENANCE BOARD

Fourth Thursday of January, April, July & October

4:00 p.m. prevailing time – Council Chambers

01/25/18

04/26/18

07/26/18

10/25/18

TRANSPORTATION COMMISSION

Third Tuesday of each month

4:00 p.m. prevailing time – City Council Chambers

10/17/17

11/28/17 (4th Tuesday Due to Holiday)

12/19/17

01/16/18

02/20/18

03/20/18

04/17/18

05/15/18

06/19/18

07/17/18

08/21/18

09/18/18

10/16/18

11/20/18

12/18/18



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: January 8, 2018

SUBJECT: Consideration of approving an Agreement with Tyler Technologies Inc. for Maintenance and Support to provide a computer-aided dispatch solution for use by the Police and Fire Departments.

RECOMMENDATION/MOTION: Recommend that an Agreement with Tyler Technologies be approved as a sole source provider, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City has partnered with Tyler Technologies since 2005 to provide a computer-aided dispatch solution for use by the Police and Fire Departments. The computer aided dispatch system is the key component of the police and fire dispatch center. The system assigns, tracks, and maintains the status of police, fire, and emergency medical personnel in the City. This agreement provides critical 24/7 support and maintenance of the system. It includes updates and enhancements to the product for the term of the agreement. Please see the attached sole source letter stating that Tyler merged with New World Systems (NWS) and is the only authorized entity to maintain the NWS software including the provision of software update and support. This agreement covers from February 1, 2018 to April 30, 2019.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: The total cost of this agreement is \$145,660. Funds are budgeted in FY 2018 and FY 2019 in the Communication Center- Repair/Maintenance Office & Computer Equipment account (10015118-70530). The total for the remainder of FY 2018 is \$29,132 and \$116,528 for FY 2019. The FY 2018 amount is included in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 280. The FY 2019 amount of \$116,528 is included in the FY 2019 Proposed Budget in the same account as the FY 2018.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Darren R. Wolf, Communications Center Manager

Reviewed by: Brendan O. Heffner, Chief of Police

Reviewed by: Scott A. Sprouls, Information Services Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Interim City Manager

Attachments:

- BPD 1B NWPS IS SOFTWARE HARDWARE MAINTENANCE REVIEW - 01082018
- BPD 1C NWPS Maintenance Renewal - Bloomington IL - 01082018
- BPD 1D EXHIBIT Tyler Sole Source Letter - 01082018

**INFORMATION SERVICES HARDWARE/SOFTWARE/MAINTENANCE REVIEW
& EVALUATION**

(Requester completes Section A and B)

SECTION A – PROJECT DESCRIPTION:

\$49,999.99 and less – Complete form as part of the Procurement Memo process. IS is responsible for processing requisition to generate Purchase Order.

\$50,000 + - Complete form as part of the Council Memo Process. Originating Department is responsible for processing requisition to generate Purchase Order.

Provide a clear description of the good(s)/service(s) being procured and why they are being procured.

Vendor Name & Number :

Amount:
\$145,660

Date:
12/12/2017

2002 - Tyler Technologies Inc.

Description of item/service:

Maintenance and Support Agreement Renewal - Computer Aided Dispatch

Justification - Explain why this vendor is the only vendor that can perform this work:

Tyler Technologies Inc., is the sole source provider to provide maintenance and support of the Computer Aided Dispatch System utilized to dispatch and track the resources of the Police and Fire Departments.

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

BRENDAN O. HEFFNER, BLOH
(Name and Signature of Department Head)

12/18/17
Date

SECTION C – TO BE COMPLETED BY IS & CORPORATION COUNSEL:

Based on the information provided in Section A and attached supporting documents, I concur by signing below:

[Signature]
Name & Signature – IS Director

12-28-2017
Date

Name and Signature – Corporation Counsel

Date



Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

Client: Bloomington Police, IL

By: _____

By: _____

Name: Greg Sebastian

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____



Exhibit 1 Maintenance and Support Agreement

Tyler (“we”) will provide Client (“you”) with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on February 1, 2018 and remains in effect for one year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your maintenance and support fees for the initial periods for the Tyler Software will be listed in the applicable invoice.

<u>Term</u>	<u>Amount Due</u>
2/1/18 – 4/30/18	\$29,132
5/1/18 – 4/30/19	\$116,528

Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 a) provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).

b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and

enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

June 13, 2017

Mr. Darren R. Wolf, ENP
City of Bloomington
305 S. East Street
Bloomington, IL 61702-3157

Via e-mail: dwolf@cityblm.org

Dear Mr. Wolf:

I am legal counsel to Tyler Technologies, Inc. ("Tyler"). On November 16, 2015, New World Systems ("NWS") merged with and into Tyler, with Tyler being the surviving entity (the "Merger"). Effective as of the Merger, Tyler became the successor-in-interest to NWS, and assumed its rights and obligations, including but not limited to its intellectual property rights in and to NWS software products.

Therefore, I can confirm to you that:

1. The NWS software is now developed, licensed, implemented and maintained by Tyler.
2. Tyler is now the only authorized developer, licensor and implementer of the NWS software.
3. Tyler is also the only entity authorized to maintain the NWS software including the provision of software updates and support.

Please feel free to contact me should you need anything further.

Sincerely,

/s/ Craig Seekamp

Craig Seekamp
Senior Corporate Attorney
craig.seekamp@tylertech.com



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: January 8, 2018

SUBJECT: Consideration of approving a Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts to establish, define, and coordinate a mutually beneficial relationship.

RECOMMENDATION/MOTION: That City Council approve a five year automatic renewing Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts, and authorize the Mayor and City Clerk to execute the related documents.

STRATEGIC PLAN LINK: Goal 5: Great Place – Livable, Sustainable City; Goal 6: Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 5d: Appropriate leisure and recreational opportunities responding to the needs of residents; Objective 6c: Downtown becoming a community and regional destination

BACKGROUND: The City owns and operates the Bloomington Center for Performing Arts (BCPA) as a division of the Parks, Recreation, and Cultural Arts Department for offering performing, visual arts, arts education, recreation and community outreach. The City provides for the operating, capital improvement and revenue authority and budgets of the BCPA through the City General Operating Budget, Capital Improvement Budget and other special budgets. The City maintains all operating authority of the BCPA.

The Friends of the BCPA (“Friends”) is an independent nonprofit 501(c)(3) organization governed by a Board of Directors (“Board”) whose purpose is to enrich life in Bloomington, Illinois and surrounding communities through the support of the arts. Friends and Board promotion and support includes BCPA, Creativity Center and Lincoln Park (LP) (collectively, “BCPA Facilities”) programming in performing and visual arts, arts education, recreation, community outreach, and to provide private sector support, both financial and otherwise, for the BCPA Facilities, operation and capital improvements. The Friends are responsible for the Friends of the BCPA membership program and maintain independent authority for the acquisition and disposition of its funds. The Friends are not responsible for the day-to-day operation or budget of the BCPA Facilities, and works solely in a supportive capacity as determined by its Board. Board members are considered volunteers of the BCPA Facilities, subject to all rights and responsibilities associated with volunteer status, with no benefits and/or pay status at the City.

The City and the Friends desire to enter into a Memorandum of Understanding (“MOU”) to establish, define, and coordinate a mutually beneficial relationship to ensure the above purposes. The proposed MOU has a 5-year term with an automatic renewal on an annual basis thereafter. The MOU addresses in detail Friends’ fundraising, sponsorships, use of BCPA Facilities, financial

assistance, financial contributions to the Development Manager position, as well as, rules, goals, and purposes of the Friends and City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Friends of the BCPA

FINANCIAL IMPACT: Please see the attached Memorandum of Understanding for all applicable financial information.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Contract Administrator

Reviewed by: Jay Tetzloff, Director of Parks, Recreation & Cultural Arts

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

Legal review by: Angela Fyans Jiminez, Deputy Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PRCA1B EXHIBIT Friends of the BCPA MOU

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) made this ___ day of January, 2018 (the “Effective Date”), by and between the CITY OF BLOOMINGTON, a municipal corporation (the “CITY”), and the FRIENDS OF THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS (BCPA), an Illinois 501(c)(3) non-profit organization (the “FRIENDS”).

WHEREAS, the CITY owns and operates the BCPA as a division of the Parks, Recreation, and Cultural Arts Department, for offering performing, visual arts, arts education, recreation and community outreach. The CITY provides for the operating, capital improvement and revenue authority and budgets of the BCPA through the CITY General Operating Budget, Capital Improvement Budget and other special budgets. As such, the CITY shall maintain all operating authority of the BCPA;

WHEREAS, the FRIENDS is an independent nonprofit 501(c)(3) organization governed by a Board of Directors (the “BOARD”) whose purpose is to enrich life in Bloomington, Illinois and surrounding communities through the support of the arts. FRIENDS and BOARD promotion and support includes BCPA, CC and Lincoln Park (LP) (collectively the “BCPA FACILITIES”) programming in performing and visual arts, arts education, recreation, community outreach, and to provide private sector support, both financial and otherwise, for the BCPA FACILITIES, operation and capital improvements. The FRIENDS are responsible for the Friends of the BCPA membership program and maintain independent authority for the acquisition and disposition of its funds. The FRIENDS are not responsible for the day-to-day operation or budget of the BCPA FACILITIES, and works solely in a supportive capacity as determined by its BOARD. BOARD members shall be considered volunteers of the BCPA FACILITIES, subject to all rights and responsibilities associated with volunteer status, with no benefits and/or pay status at the City. Moreover, said volunteers will have an application process and fees generally associated with becoming a BCPA FACILITIES volunteer; and

WHEREAS, the CITY and the FRIENDS desire to enter into this MOU to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

I. AUTHORITY OF THE PERFORMING ARTS MANAGER

The Performing Arts Manager (MANAGER), and/or Director of Parks, Recreation, and Cultural Arts (DIRECTOR), and/or Assistant Director of Parks, Recreation, and Cultural Arts (ASST. DIRECTOR) shall liaise between the BCPA FACILITIES and the FRIENDS. The MANAGER,

by FRIENDS by-laws, serves as an ex-officio member of the BOARD. Ex-officio members are members of the BOARD but do not have voting privileges. The MANAGER, as an ex-officio member of FRIENDS, will assist in the oversight of all BCPA FACILITIES employees utilized for FRIENDS business as outlined in this MOU. If the FRIENDS authorize The DIRECTOR, MANAGER, OR ASST. DIRECTOR to sign FRIENDS checks, a FRIENDS officer must make up the second signature for all checks to provide additional checks and balances.

It is understood and mutually agreed that, except as may be provided in this MOU, on all matters affecting the BCPA FACILITIES, the CITY Council shall determine the ultimate course of any action. The MANAGER is responsible for running and managing the BCPA FACILITIES, and the DIRECTOR and/or ASST. DIRECTOR and/or MANAGER shall be the arbiter of disputes which may arise between CITY staff at the BCPA FACILITIES and the FRIENDS, provided, however, that the authority to address contractual disputes between the CITY and FRIENDS shall belong to the CITY Council and the FRIENDS.

II. FUNDRAISING – FRIENDS OF THE BCPA (FORMERLY ARTS PARTNERS)

The CITY hereby grants the FRIENDS, for the terms of this MOU, the ability to operate the Friends of the BCPA (formerly Arts Partners) with the primary purpose of fundraising for BCPA FACILITIES. The Friends of the BCPA program will be a function of the Development Manager position cited in Article III D. The Friends of the BCPA will operate in a similar structure as Arts Partners and should the Friends of the BCPA structure need to be changed, it will require joint approval by BOARD, MANAGER, and DIRECTOR. Money raised from the FRIENDS efforts will be kept by the FRIENDS, except as otherwise stated in this MOU, and used to support the BCPA FACILITIES and further its mission.

III. FRIENDS USE OF BCPA FACILITIES

The CITY has the exclusive right and obligation to operate and maintain all aspects of the BCPA FACILITIES in accordance with the policies and directives established by the Bloomington City Council and Bloomington City Manager.

During the term of this MOU, the CITY will grant use of BCPA FACILITIES to the FRIENDS, as outlined below:

A) INVITATIONAL EVENTS

During the term of this MOU, the FRIENDS may be permitted reasonable use of the BCPA FACILITIES for the benefit or support of FRIENDS activities (hereinafter referred to as an “INVITATIONAL EVENT”). During such INVITATIONAL EVENTS, the BCPA FACILITIES will be closed to the general public, normal entry fees will be suspended, and a special entry fee for attendees will be in place. The MANAGER will work with the FRIENDS to provide adequate staffing of the event, including technical staff, volunteers, educational

personnel, and concession personnel, as necessary. Net profit from any INVITATIONAL EVENT shall be retained by the FRIENDS with records maintained as outlined in Article VI. These funds may be utilized as outlined in Article V.

Approval of the FRIENDS use of the BCPA FACILITIES, activities, dates, times, and staff costs, must be obtained in writing from the DIRECTOR and/or his designee at least 30 days in advance of any event. The FRIENDS shall be responsible for all other direct costs of any such events.

B) COMMUNITY OUTREACH EVENTS

During the term of this MOU, the FRIENDS may also be permitted reasonable use of the BCPA FACILITIES for the purpose of community outreach events designed to educate the general public on the BCPA FACILITIES and FRIENDS and their respective missions to incentivize the general public to attend events at the BCPA FACILITIES and increase public awareness of the BCPA FACILITIES and FRIENDS. The MANAGER will work with the FRIENDS to provide adequate staffing of the event, including technical staff, volunteers, educational personnel, and concession personnel, as necessary.

Approval of the FRIENDS use of the BCPA FACILITIES, activities, date and times must be obtained in writing from the DIRECTOR and/or his designee at least 30 days in advance of any event. The FRIENDS shall be responsible for all direct costs.

C) CONCESSIONS AND MERCHANDISE

The CITY agrees that if the FRIENDS want to sell items out of the BCPA FACILITIES, the MANAGER agrees to work with the FRIENDS to sell and market merchandise supplied by the FRIENDS. The MANAGER has the discretion as to whether to purchase items from the FRIENDS and if items are purchased, the CITY will buy the items from the FRIENDS at a mutually agreed upon price and any items that are unable to be sold, the FRIENDS will buy back from the CITY at the same price the CITY paid for them.

D) DEVELOPMENT MANAGER, FRIENDS EMPLOYEES & OTHER KEY PERSONNEL

The FRIENDS and CITY agree in the MOU to hire a Development Manager who will be a City employee with all of the benefits as such and supervised by the MANAGER or designee. The Development Manager will be housed at the BCPA FACILITIES. The CITY will provide the Development Manager with a desk and/or office as space permits, internet and phone access, access to printer, fax, copy and other office machines subject to the continuing approval of the DIRECTOR and/or his designee. The FRIENDS agree to pay the CITY the following amount as a contribution for the salary and benefits paid to the Development Manager:

- \$20,000 by April 30, 2020

- \$40,000 by April 30, 2021
- \$60,000 by April 30, 2022
- \$80,000 by April 30, 2023
- \$100,000 by April 30, 2024 and future years

Should a vacancy of the Development Manager last longer than six (6) months in a single fiscal year, no payment is due from FRIENDS for that fiscal year.

During the term of this MOU, the FRIENDS may house their employee(s), key personnel and other volunteers at the BCPA FACILITIES. All office space needed by FRIENDS must be pre-approved by DIRECTOR and/or his designee and shall be limited to a maximum of two (2) offices, including the office provided to the Development Manager. The CITY shall provide support as deemed necessary by the MANAGER and FRIENDS, as long as the accommodations are agreed upon and appropriate.

E) FRIENDS MEETINGS

During the term of this MOU, the FRIENDS may hold its monthly meetings at the BCPA FACILITIES at no cost to FRIENDS. Said meeting shall be open to the general public. The MANAGER will act as an Ex Officio Member of the BOARD and will be present at the meetings, as available.

F) SPONSORSHIPS

The BCPA FACILITIES hereby grants the FRIENDS, for the terms of this MOU, the ability to offer sponsorships. The sponsorship must be approved by the DIRECTOR and/or his designee and the FRIENDS. Money raised from the FRIENDS efforts will be kept by the FRIENDS, except as otherwise stated in this MOU.

As the fundraising arm of the BCPA FACILITIES, the FRIENDS primary role is fundraising for operating and capital support; all funds generated through fundraising, memberships and other activities are to be used to support the BCPA FACILITIES and further its mission. The MANAGER serves in a key role of the fundraising team of the FRIENDS board. The FRIENDS and the MANAGER are to work jointly in fundraising efforts for the BCPA FACILITIES.

G) CARE AND USE OF CITY PROPERTY BY THE FRIENDS

The FRIENDS agree that it will be responsible for the proper custody and care of any CITY owned property furnished to the FRIENDS for any use outlined within the provisions of this MOU, and will reimburse the CITY for any loss or damage incurred while it's under the direction of the FRIENDS.

IV. CONSIDERATIONS

In consideration for FRIENDS members, and the right to use BCPA FACILITIES, the FRIENDS agree as follows:

A) The FRIENDS shall use revenues acquired for the betterment of the BCPA FACILITIES and consistent with this MOU.

B) The FRIENDS shall coordinate all FRIENDS activities that directly support, involve, or impact the BCPA FACILITIES staff and programs with the DIRECTOR and/or his designee. The MANAGER shall be authorized to use BCPA FACILITIES staff and resources in support of such activities consistent with BCPA FACILITIES operational needs per the terms of this MOU.

C) The FRIENDS shall assist the CITY in financing capital improvements.

D) The FRIENDS shall reasonably assist the BCPA FACILITIES in its community outreach, education programs, and related promotions.

E) The FRIENDS shall account for all funds solicited and collected for specific BCPA FACILITIES, Cultural District, and/or Creativity Center projects per industry standard nonprofit accounting procedures which may be reviewed and approved by the CITY'S FINANCE DIRECTOR.

F) The FRIENDS and its employee(s) and/or volunteers shall coordinate and obtain approval of the DIRECTOR and/or his designee prior to any promotions involving the BCPA and use of the BCPA FACILITIES and/or CITY logos.

G) The FRIENDS shall carry liability insurance, which shall cover all of its employees, volunteers, and FRIENDS attending/working activities or events. The City will not be responsible to provide insurance for FRIENDS, FRIENDS employees, volunteers and/or FRIENDS agents attending/working activities or events.

H) The FRIENDS shall not utilize the BCPA FACILITIES or its events for religious or political purposes.

I) The FRIENDS shall perform any and all other duties and responsibilities as mutually agreed upon by the DIRECTOR, MANAGER, CITY Manager, and/or CITY Council and the FRIENDS in writing during the term of this MOU.

V. FINANCIAL ASSISTANCE

The financial assistance provided to the BCPA FACILITIES by the FRIENDS under this MOU shall be derived from monies acquired for the use of BCPA FACILITIES projects, Friends of the BCPA memberships, goods and services, FRIENDS sponsored events, fundraising activities, bequests, donations, and grants from public and private entities.

The financial assistance acquired by the FRIENDS for a specific BCPA FACILITIES' development activity, campaign or project shall be maintained, managed and designated by the

FRIENDS for the specific activity, campaign or project. Restricted funds raised by the FRIENDS from grants made by public and private entities and not used for their designated purpose shall be handled in accordance with the terms of the respective grant agreements. Undesignated financial assistance acquired for the BCPA FACILITIES by the FRIENDS shall be maintained, managed and designated by the FRIENDS in a similar manner as stated above. Acceptance of donations designated for a specific purpose must be in accordance with the FRIENDS Mission and the BCPA FACILITIES Mission and approved by the DIRECTOR and/or ASST. DIRECTOR and/or MANAGER and FRIENDS. This MOU shall not restrict the FRIENDS from raising funds to support FRIENDS activities. All solicitation of funds shall identify the purpose. The FRIENDS and CITY will explore alternative options for capital funding.

VI. FINANCIAL RECORDS

The FRIENDS will be solely responsible for the payment of any and all federal, state, and local taxes or charges imposed by law and/or regulation upon the FRIENDS as an employer or as a not-for-profit corporation. The CITY will not be liable or responsible in any manner for any such taxes, charges, and/or debts.

The FRIENDS shall maintain its books and records in accordance with generally accepted accounting principles. If gross contributions exceed \$300,000 in a fiscal year, the FRIENDS shall have its books and records audited by an independent certified public accountant. The FRIENDS policy or the BOARD may cause the books and records to be audited more frequently. Upon the completion of any such audit, a copy of the audited financial statements and any written summaries of the auditor shall be delivered to the CITY no later than August 31 after the end of the FRIENDS fiscal year.

The CITY is hereby authorized to access the books and records of the FRIENDS during normal business hours, upon reasonable notice to the FRIENDS, when such data as may be needed to determine the FRIENDS compliance with the terms of this MOU. The CITY shall not exercise this right more than one time in a given fiscal year. At all times, the identity of the donors to the FRIENDS who desire to remain anonymous shall be protected. FRIENDS understands the CITY'S responsibility under the Freedom of Information Act (FOIA) and agree that documentation provided to the CITY may be subject to release via FOIA.

VII. HOLD HARMLESS

The CITY will hold the FRIENDS and its officers, agents, volunteers and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the activities or omissions of the CITY, its agents or its employees, or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, the CITY will appear and defend the FRIENDS at its own costs and expense; and if judgment be rendered or

settlement made requiring payment of damages by the FRIENDS, which damages were caused by the activities or omissions of the CITY, its agent or its employees, the CITY will indemnify the FRIENDS.

The CITY will not be held liable or responsible for any claim, demand, loss or liability arising out of the conduct, or criminal activity; willful or wanton acts or conduct of the FRIENDS.

In return, FRIENDS will hold the CITY and its agents and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the activities or omissions of the FRIENDS, its agents or its employees, or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, the FRIENDS will appear and defend the CITY at its own costs and expense; and if judgment be rendered or settlement made requiring payment of damages by the CITY, which damages were caused by the activities or omissions of FRIENDS, its agent or its employees, FRIENDS will indemnify the CITY.

The FRIENDS will not be held liable or responsible for any claim, demand, loss or liability arising out of the negligence of the CITY, except as outlined above, or when the CITY is acting at the direction of, as agent of, or on behalf of the FRIENDS.

VIII. ASSIGNABILITY

Neither party shall assign or transfer any interest in this MOU, whether by assignment or novation, without the prior written consent of the other party.

IX. TERM

The term of this MOU shall be for a period of a 5-year term from the Effective Date, unless otherwise terminated by either party as provided herein. This MOU will remain in effect and automatically renew on an annual basis thereafter, with the parties allowed to make modifications, as desired. Further modification or amendment to this MOU must also be done through written instrument signed by both parties and upon formal review of CITY Council if material changes are made.

X. TERMINATION

This MOU shall automatically terminate, without further action, upon the dissolution of the BCPA FACILITIES or the FRIENDS, or when either ceases to exist for the above mentioned purposes. Additionally, this Agreement can be terminated by either party, with or without cause, upon a one hundred and twenty (120) day written notice to the other party. Upon termination, any funds raised for BCPA FACILITIES shall be turned over to CITY Parks, Recreation and Cultural Arts Department.

XI. COMPLIANCE WITH LAWS

The FRIENDS will abide by all city, county, state and federal laws governing charitable organizations.

The CITY will abide by all city, county, state and federal laws governing municipalities, government agencies, and cultural district affiliations.

XII. NON-DISCRIMINATION

Neither party shall discriminate against any person or group of persons on account of sex, marital status, race, color, religion, sexual orientation, national origin, ancestry, or physical or mental disability in the renting, use, occupancy, or enjoyment of the BCPA FACILITIES. Nor shall either party, or any person claiming under or through the parties, establish or permit any such practice or practices of discrimination with reference to the selection, location, number, use or occupancy of the BCPA FACILITIES.

XIII. ILLEGALITY

If any provisions of this MOU are found by any court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this MOU shall remain in full force and effect, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as part of this MOU a similar provision that is legal, valid and enforceable.

XIV. ENTIRETY

This MOU is intended to capture the spirit of cooperation and collaboration between the CITY and FRIENDS. There may be existing agreements, written or oral, that are not expressly covered in this MOU. These may be added to the MOU through written instrument signed by both parties. Further modification or amendment to this MOU must also be done through written instrument signed by both parties.

XV. LAW GOVERNING MOU

This MOU is entered into in the City of Bloomington, County of McLean, and State of Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

In WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the Effective Date first written above.

Adopted this _____ day of January, 2018.

CITY OF BLOOMINGTON

Interim City Manager

Director of Parks, Recreation, and Cultural Arts

Performing Arts Manager
Bloomington Center for the Performing Arts

**FRIENDS OF THE BLOOMINGTON CENTER FOR
THE PERFORMING ARTS**

President

Secretary



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: January 8, 2018

SUBJECT: Consideration of authorizing a Rejection of a Bid for New Single Line Stopping System with Air Drive Motor.

RECOMMENDATION/MOTION: Recommend City Council reject the bid for a New Single Line Stopping System with Air Drive Motor.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1A. Budget with adequate resources to support defined services and level of services Objective 2B. Quality water for the long term.

BACKGROUND: On November 1, 2017, RFP #2018-18 was released seeking a new Single Line Stopping System (with Air Drive Motor and Self-Tapping Tool). Bids were due on November 17, 2017, and the City received one (1) bid. While the City did receive one (1) bid, the total cost of the bid was significantly higher than what the Water Department had originally budgeted. Please see the attached for the bid received.

After further evaluation, a bid package will be prepared for a new Single Line Stopping System, without the extra Air Drive and Self-Tapping tool (the Department will be able to use the existing Self-Tapping tool with the new Single Line Stopping System) in the near future.

The Water Department is requesting to purchase a second Single Line Stopping System to aid staff with water main breaks. When a main becomes broken, staff may be required to temporarily disconnect residents from water service until the main is repaired. By having two stopping lines, staff would be able to contain a main break without having to temporarily disconnect residents, thus reducing time and payroll while reducing the risks associated with main breaks (lead service line disruptions).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Not Applicable. There are no anticipated impacts due to the bid being rejected.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant

Reviewed by: Robert Yehl, PE. Water Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

Interim City Manager

Attachments:

- WTR 1B Bid Results 2018-18 11172017



INVITATION TO BID

BID #2018-18

New Single Line Stopping System with Air Drive Motor

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

Contact Person(s): Brett Lueschen
Superintendent of Water Distribution
blueschen@cityblm.org

Carla Murillo
Procurement Manager
cmurillo@cityblm.org
309-434-2277

Bids Due: **Friday, November 17, 2017 & 11:00 A.M. Central Time**

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**LEGAL NOTICE OF
INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS**

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Friday, November 17, 2017 & 11:00 A.M. Central Time**, at which time they will be publicly opened and read for the following:

**BID #2018-18
New Single Line Stopping System with Air Drive Motor**

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

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

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

Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid.

Carla Murillo, Procurement Manager

Published **November 1, 2017** Bloomington, Illinois

TERMS AND CONDITIONS FOR BIDDERS

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

BID IDENTIFICATION: Bidders are required to legibly write the bid number, bid name and due date in the lower left corner. Do **not** submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

DEFINITION: "City" shall mean the City of Bloomington, Illinois.

QUESTIONS: Questions regarding bid/proposal procedures shall be directed to Carla Murillo, Procurement Manager, during regular working hours, telephone 309-434-2277.

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

Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org

And

Misty Shafer, Procurement Specialist, at mshafer@cityblm.org or

Fax (309) 434-2874

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

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

One original and two copies of the complete bid packet should be submitted to:

Bloomington City Clerk's Office

109 E. Olive Street

Bloomington, Illinois 61701

REJECTION OF BIDS: The City of Bloomington reserves the right to reject any and all bids and to waive technicalities and to accept that bid which is to be considered to be in the best interest of the City. Any such decision shall be considered final.

BID SUBMISSION: Submit (1) original and specified (2) copies of the entire bid packet.

NON-DISCRIMINATION: The City of Bloomington requires all vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Vendors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The vendor must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

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

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

DELIVERY: F.O.B. Bloomington, IL FREIGHT PREPAID.

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Procurement Manager may be considered a breach of faith.

FULL PRICING AND CONTINGENCIES: Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful bidder to the bid pricing. Additional charges for contingencies discovered by the bidder at any time after the date of the opening of this bid may not be considered for payment by the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid. In case of error in the extension of prices, the unit price shall govern.

PAYMENT TERMS: If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

BID EVALUATION: Bids will be evaluated and awarded to the lowest responsible, responsive bidder. The quality of the products, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

QUALITY: The scope of specification is intended to procure a quality product. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

RECOURSE FOR UNSATISFACTORY MATERIALS: Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder at no additional charge.

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

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

BID FORM: This entire package shall be returned complete and intact with all information requested and all questions answered. Failure to do so may be considered grounds for rejection of the bid. The amount of the bid shall be stated on the form(s) provided. Variations from the Specification shall be noted on a separate sheet of paper. If more space is required to furnish a description of the service offered or delivery/start terms, the vendor may attach a letter hereto, which will be made a part of the bid.

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

ALTERNATES: Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the City Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

BRAND NAME, MODEL, SCOPE OF WORK: All Bidders shall include with their bid brand names, models, catalog numbers, and complete information about the items they are offering. **Manufacturer's Safety Data Sheets, MSDS, are required for all chemical Bids.** Failure to do so may be considered grounds for rejection of the bid.

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

BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.

Bids shall be publicly opened and read at the time and date set. It is the responsibility of the vendor to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Vendor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

BID BOND: Bids in excess of \$50,000 must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a commonly accepted Bid bond form from a guaranty or surety company. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered complete unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

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

WITHDRAWAL OF BID: A vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager.

REJECTION OF BIDS, WAIVERS OF IRREGULARITY: The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final.

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

LOCAL PREFERENCE POLICY: The City of Bloomington has adopted a Local Preference Purchasing Policy that is applicable in the City's competitive bidding processes, except in situations where external funding sources do not permit local preference purchasing allowances, in situations where the goods or services being purchased are available through a cooperative purchasing program, or where waived by the City. Bidders should complete the Local Preference Purchasing Policy Certificate if bidder qualifies as a local bidder under the Policy. The Policy is in place to address, in part, responsiveness and related concerns of the City. After submission, but prior to award, an offeror claiming local preference will be required to submit evidence demonstrating all the criteria for local preference is met.

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

PURCHASE EXTENSION: This contract shall be offered for purchases to be made by other governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the vendor. The City shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

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

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

CV 11/14/17

CITY OF BLOOMINGTON, IL
GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS/BIDS

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

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

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

General Liability - \$4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$4,000,000 GL annual aggregate and will include:

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

Workers' Compensation and Employer's Liability –

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

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

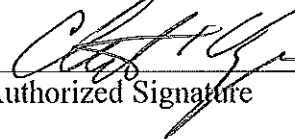
Umbrella Liability Coverage - \$1,000,000 each occurrence, \$1,000,000 aggregate
(These limits will be excess over all underlying coverage documents and would be the minimum required).
Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.

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

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

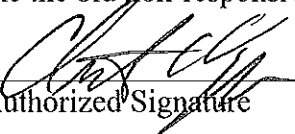
I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the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

Christopher C. Vazzana 11/13/17
Print Name & Date


Authorized Signature

Vendor Compliance with Public Act 85-1295: The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Christopher C. Vazzana 11/13/17
Print Name & Date

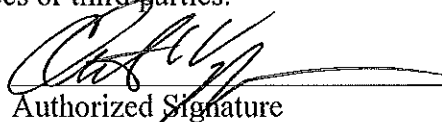

Authorized Signature

Hydra-Stop, LLC
Company Name

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

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

Christopher Vazzana 11/13/17
Print Name & Date


Authorized Signature

Hydra-Stop, LLC
Company Name

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local vendors may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local bidders may receive the following adjustment to the submitted bid:

1. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
2. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
3. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
4. \$50,000 on bids of over \$1,000,000.

For purposes of comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local bidders when determining the lowest responsible bid. The City Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Bloomington.

A Local Bidder is defined as any business that meets all of the following criteria:

1. The business has established and maintained a physical presence within the County of McLean, via the ownership or lease of a building or a portion of a building for a period of not less than 12 consecutive months; and
2. The business employs a minimum of two full time employees at the McLean County location and those employees spend the majority of their work day and work week at the McLean County location; and
3. The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

The undersigned hereby certifies to the City of Bloomington that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

Print Name & Date

Authorized Signature

Company Name

REFERENCES:

Three (3) references are required with your bid. The references shall be from three different sources where you have provided the minimum specifications as required in this bid. Bidder may use the City of Bloomington as one reference if the Bidder has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: CITY OF BLOOMINGTON

Company address: 109 E. OLIVE ST

City: BLOOMINGTON State: IL Zip: 60527

Company Contact Name or Department: BRETT LUESCHEN

Company Contact Telephone: 309-434-2439 Fax: _____

Company Contact e-mail address: blueschen@cityblm.org

(2.) Company Name: TOWN OF NORMAL

Company address: 100 E PHOENIX

City: NORMAL State: IL Zip: 61761

Company Contact Name or Department: CHAS PIPP

Company Contact Telephone: 309-454-9564 Fax: _____

Company Contact e-mail address: cpipp@normal.org

(3.) Company Name: CITY OF McHENRY

Company address: 1415 INDUSTRIAL DR

City: McHENRY State: IL Zip: 60050

Company Contact Name or Department: STEVE WIRCH

Company Contact Telephone: 815-363-2205 Fax: _____

Company Contact e-mail address: swirch@ci.mchenry.il.us

EQUAL EMPLOYMENT OPPORTUNITY

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

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



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

To Whom It May Concern:

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

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

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

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

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

Sincerely,

HR Representative
Equal Opportunity Associate

CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION

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

(309) 434-2215

(309) 434-2831 (Fax)

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

Section I. Identification

1. Company Name and Address:

Name: Hydra-Stop LLC

D/b/a: _____

Address: 144 Tower Drive

City/State/Zip: Burr Ridge, IL 60527

Telephone Number(s) Area Code: 630-756-5223

Check one of the following:

Corporation Partnership Individual Proprietorship Limited Liability Corp.

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

Name: _____

Address: _____

City/State/Zip: _____

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

Section II. Policies and Practices

Description of EEO Policies and Practices

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

YES NO

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

Name: Amy Van Meter
Title: Chief Financial Officer
Telephone: 630-756-5250

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES X NO _____

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

YES _____ NO X

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

YES _____ NO X

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

YES _____ NO _____ N/A - No Labor Organization

Section III. Employment Information

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

See attachment

B. Job Classifications (See descriptions attached)

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

50 miles from Burr Ridge, IL 60527

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

Not Currently Under Utilized

Section IV. Certification

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

	<u>Christopher C. Vazzana President</u>	<u>630-756-5211</u>	<u>11/13/17</u>
Signature:	Print Name & Title	Telephone Number	Date

**CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION**

**CONTRACT COMPLIANCE
WORKFORCE ANALYSIS**

Job Categories	Overall Totals		White(Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers	5	1	5	1								
Professionals	1	2	1			1		1				
Technicians	10		10									
Office & Clerical												
Craft Workers (skilled)	5		2		1		2					
Operatives (semi-skilled)	14		1				13					
Laborers (unskilled)												
Service Workers												
TOTAL	35	3	19	1	1	1	15	1	0	0	0	0

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

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

Date of above: Nov. 13, 2017

Name of person that compiled the above data: Kyle Chase

Specifications for a Single Line Stopping System

Equipment Capability:

The equipment shall be capable of the installation, without shutdown, of a single line-stoop, in the range of four (4) inch diameter through twelve (12) inch diameter. Method of pipe entry shall be made using a carbide tipped cutter and a pilot drill with retaining wire to retain the coupon. Reaming or milling of the pipe shall not be acceptable. The equipment shall be rated for line pressures up to 100 psi and have the following capabilities:

- ❖ Expansion to a double set of line stopping equipment.
- ❖ Expansion to sizes 14", 16", 18" & 20" without factory rework.
- ❖ Expansion to be rated to line pressures up to 150 psi or 250 psi.
- ❖ Expansion to side tapping 3"-20" with optional adapter kit.
- ❖ Expansion to valve insertion 4"-12" & 16" with additional adapter kit.

The capabilities specified herein are minimum mandatory requirements that must be met by any equipment offered.

Tapping (drilling) Equipment:

Quantity	Description	Total Pieces of Equipment
1 each	Tapping (drilling) machine	1
1 each	Drive Motor: Air	1
1 each	Housing (4"-8") and (10"-12")	2
1 each	Shell Cutter: Carbide Tooth (4",6",8",10", 12")	5
1 each	Pilot Drill (4"-6", 8", 10"-12")	3
1 each	Saw Mandrel (4"-8") and (10"-12")	2

Line Stopping Equipment:

Quantity	Description	Total Pieces of Equipment
1 each	Line Stopper Pump and Ram Assembly	
1 each	Housing, Stopping (4"-8") and (10"-12")	2
1 each	Temporary Valve (4"-8") and (10"-12")	2
1 each	Plug Inserters (4", 6-12")	2
1 each	Stopper Rubbers (4",6", 8", 10", 12")	5

Accessories:

Quantity	Description
1 Lot	Necessary gaskets, wrenches and FDA approved lubricants to operate Tapping and Stopping systems equipment.
1 Lot	Wooden Storage Containers (4"-8") and (10"-12")

Equipment:

The size and weights of each (4"-12") Line-Stop Tapping Machine or Line-Stopper Unit shall be such that two (2) workmen/women can assemble the machinery and manually transport it over a fairly level construction site without the use of hoisting equipment. Once lowered into an excavation, two (2) workmen/women can mount the machinery onto the line-stop fitting without further hoisting assistance. All requirements expressed as mandatory in this paragraph and all requirements expressed as mandatory in all of the subparagraphs of this section, i.e., as requirements that "shall" be met, are minimum mandatory requirements that must be met by any equipment offered.

Delivery:

Delivery is required within 30 days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive. F.O.B. Bloomington, IL FREIGHT PREPAID. Freight must be included in the total bid amount.

Warranty:

The manufacturer shall supply a one year warranty on defective materials. Cutters, pilot drills and stopper rubbers shall be excluded from this warranty.

Training:

A qualified representative of the manufacturer shall provide eight (8) hours of demonstration and training in the use of the equipment specified. All costs for this training will be included in the priced bid for the equipment.

BID FORM

BID #2018-18

New Single Line Stopping System with Air Drive Motor

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.


The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

DESCRIPTION	AMOUNT
Total Lump Sum	\$ <u>56,634</u>

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Hydra-Stop LLC
Firm


Authorized Signature

144 Tower Drive,
Address

Burr Ridge IL 60527
City State Zip

630-756-5223
Phone Number

11/14/17
Date

Email Address: dspratt@hydra-stop.com

BID CHECKLIST:

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

TENTATIVE BID SCHEDULE:

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

Action	Due Date	Due Time
BID Released	Wednesday, November 1, 2017	N/A
Questions Due to City	Wednesday, November 8, 2017	3:00 P.M. Central Time
Response from City	Thursday, November 9, 2017	4:00 P.M. Central Time
BIDS Due	Friday, November 17, 2017	11:00 A.M. Central Time
Anticipated Award Date	Monday, November 27, 2017	N/A

B. Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes. Submit questions regarding the bid in writing to Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org and Misty Shafer, Procurement Specialist, at mshafer@cityblm.org no later than 3:00 P.M. Central Time, on Wednesday, November 8, 2017.

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this _____ day of _____, 2017, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
BID #2018-18 New Single Line Stopping System (hereinafter "Request")

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

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

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

- A flat fee of \$ _____ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Hydra-Stop LLC to comply with all applicable equal employment opportunity laws and regulations. Therefore, recruiting, hiring, training, promotion, compensation, benefits, employment decisions, and all similar matters will be made without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, or any other protected characteristic in accordance with applicable law. Any employee who is found to have acted in violation of the equal employment opportunity policy shall be subject to appropriate disciplinary action, including but not limited to, reprimand, suspension, or discharge.

All complaints of discrimination or harassment shall be directed to your manager, which will be handled as confidentially as possible, subject to the need to disclose information in an investigation. Employees will not be subjected to any form of retaliation or discipline for making a complaint. If the Company determines that this policy has been violated, disciplinary action will be taken, up to and including termination of employment.

ANTI-HARASSMENT POLICY

The Company is committed to providing a work environment that is free of harassment and will not tolerate actions, words, jokes or comments based on a person's race, color, religion, sex, national origin, age, disability, genetic information, or any other protected characteristic or category in accordance with applicable law.

This anti-harassment policy prohibits harassment by fellow employees, by a manager or by someone not directly connected to the Company (for example, an outside vendor, consultant or customer). All employees are expected to treat their co-workers, subordinates, and managers with respect at all times.

E-mail harassment is also strictly prohibited. E-mails that are derogatory in nature to any individual can be considered as harassment. Employees who abuse e-mail in any way are subject to discipline, up to and including termination of employment.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. In order for these actions to be considered sexual harassment, one of the following situations is generally found:

- An individual's submission to such conduct is made either explicitly or implicitly a term or condition of that individual's employment.
- An individual's submission to or rejection of such conduct is used as the basis for employment decisions affecting that individual.

- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:

- Verbal harassment (sexual jokes and innuendos, comments about an individual's body, sexual prowess or sexual deficiencies, leering, catcalls or insulting or obscene comments)
- Physical harassment (touching or requests for sexual favors, physical interference with normal work environment, such as brushing against or crowding an individual or other intimidating conduct)
- Visual harassment (displaying or circulating sexually suggestive objects or pictures in the workplace, including through e-mail)

Harassment based on other protected characteristics is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of the individual's sex (without specifically sexual conduct), race, color, religion, national origin, age disability, genetic information, and other characteristics or activities protected by applicable law (such as opposition to discrimination or participation in complaint proceedings). To be considered harassment, one of the following situations is generally found:

- The conduct has the purpose or effect of creating intimidating, hostile, or offensive work environment.
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance.
- The conduct otherwise adversely affects an individual's employment opportunities.

Harassing conduct based on an individual's sex (without specifically sexual conduct), race, color, religion, national origin, age, disability, and other characteristics or activities protected by applicable law (such as opposition to discrimination or participation in complaint proceedings) includes, but not limited to the following:

- Verbal harassment (slurs, negative stereotyping, threatening, denigrating jokes)
- Physical harassment (intimidation or hostile acts)
- Visual harassment (display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group)

Early reporting and intervention are effective methods of resolving actual or perceived incidents of harassment. Therefore, if you have experienced conduct that you believe is contrary to this policy or have concerns about such matters, you are required to report the conduct to one of the following persons as soon as possible after the incident:

- Your manager
- Anyone on the management staff

Reports under this policy should include details of the conduct, the name of the individual(s) involved, and the names of any witnesses. The Company considers all reports seriously and will take whatever action is appropriate to stop inappropriate conduct. Any manager or member of management who observes possible harassment or is approached by an individual regarding possible harassment is required to bring the information to the attention of the president. Failure to promptly report possible harassment prevents the Company from conducting a timely investigation.

All claims of harassment in violation of this policy will be investigated. The investigation will be done promptly and as confidentially as possible, subject to the need to disclose information in the investigation and response process. Any employee who fails or refuses to cooperate in an investigation is subject to disciplinary action, up to and including termination of employment. If the facts support the allegations of violations, disciplinary action, up to and including discharge may result. In addition, employees could be held personally liable to the victim for the harassing conduct.

No retaliation of any kind will occur because the employee has reported an incident of suspected harassment or participated in an investigation. Retaliation against an individual for reporting harassment or for participating in an investigation is a serious violation of this policy and may subject the person found to have retaliated to disciplinary action, up to and including termination of employment.

ACCOMMODATING INDIVIDUALS WITH DISABILITIES

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job, with or without a reasonable accommodation.

Consistent with this policy, the Company will provide a reasonable accommodation to a qualified individual with a disability, as defined by the ADA, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their manager. Hydra-Stop encourages individuals with disabilities to come forward and request a reasonable accommodation.

Equal Employment Opportunity

It is the policy of Hydra-Stop LLC to comply with all applicable equal employment opportunity laws and regulations. Therefore, recruiting, hiring, training, promotion, compensation, benefits, employment decisions, and all similar matters will be made without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, or any other protected characteristic in accordance with applicable law. Any employee who is found to have acted in violation of the equal employment opportunity policy shall be subject to appropriate disciplinary action, including but not limited to, reprimand, suspension, or discharge.

All complaints of discrimination or harassment shall be directed to your manager, which will be handled as confidentially as possible, subject to the need to disclose information in an investigation. Employees will not be subjected to any form of retaliation or discipline for making a complaint. If the Company determines that this policy has been violated, disciplinary action will be taken, up to and including termination of employment.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

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This anti-harassment policy prohibits harassment by fellow employees, by a manager or by someone not directly connected to the Company (for example, an outside vendor, consultant or customer). All employees are expected to treat their co-workers, subordinates, and managers with respect at all times.

E-mail harassment is also strictly prohibited. E-mails that are derogatory in nature to any individual can be considered as harassment. Employees who abuse e-mail in any way are subject to discipline, up to and including termination of employment.

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- Visual harassment (display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group)

Early reporting and intervention are effective methods of resolving actual or perceived incidents of harassment. Therefore, if you have experienced conduct that you believe is contrary to this policy or have concerns about such matters, you are required to report the conduct to one of the following persons as soon as possible after the incident:

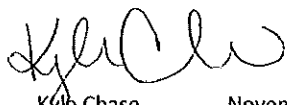
- Your manager
- Anyone on the management staff

Reports under this policy should include details of the conduct, the name of the individual(s) involved, and the names of any witnesses. The Company considers all reports seriously and will take

whatever action is appropriate to stop inappropriate conduct. Any manager or member of management who observes possible harassment or is approached by an individual regarding possible harassment is required to bring the information to the attention of the president. Failure to promptly report possible harassment prevents the Company from conducting a timely investigation.

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No retaliation of any kind will occur because the employee has reported an incident of suspected harassment or participated in an investigation. Retaliation against an individual for reporting harassment or for participating in an investigation is a serious violation of this policy and may subject the person found to have retaliated to disciplinary action, up to and including termination of employment.



Kyle Chase

November 13, 2017

INDEMNIFICATION: Buyer agrees to defend, indemnify and hold harmless Seller, its officers, directors, employees, agents and affiliates (collectively, the "Seller Indemnified Parties") from and against any and all third party claims for personal injury, death or loss of or damage to property relating to, resulting from, arising out of or otherwise by virtue of (a) the negligence, gross negligence or willful misconduct of Buyer, its affiliates, or any of their respective directors, officers, employees, subcontractors or agents (each, a "Buyer Party" and collectively, the "Buyer Parties"); (b) any negligent or otherwise improper installation, use, storage or handling of Seller's products by a Buyer Party or any customer thereof; (c) any repair, alteration, modification or replacement of Seller's products by a Buyer Party or any customer thereof. The Seller Indemnified Parties may elect to participate in the defense of any such third party claim, and may, at its sole expense, retain counsel in connection therewith. Subject to the foregoing no Buyer Party shall compromise or settle any such third party claim without the prior written consent of the Seller Indemnified Parties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALPER SERVICES LLC 60 West Superior Street Chicago IL 60654		CONTACT NAME: Sabina Pietka PHONE (A/C, No. Ext): (312) 642-1000 FAX (A/C, No): (312) 944-7000 E-MAIL ADDRESS: SPietka@AlperServices.com															
INSURED Hydra-Stop LLC 144 Tower Drive Suite A Burr Ridge IL 60527		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great American E&S Insurance</td> <td>37532</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins. Co.</td> <td>23035</td> </tr> <tr> <td>INSURER C: Endurance American Specialty</td> <td>41718</td> </tr> <tr> <td>INSURER D: Granite State Insurance Co</td> <td>23809</td> </tr> <tr> <td>INSURER E: Commerce and Industry Ins Co AIG</td> <td>19410</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American E&S Insurance	37532	INSURER B: Liberty Mutual Fire Ins. Co.	23035	INSURER C: Endurance American Specialty	41718	INSURER D: Granite State Insurance Co	23809	INSURER E: Commerce and Industry Ins Co AIG	19410	INSURER F:	
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INSURER F:																	

COVERAGES CERTIFICATE NUMBER: Hydra-Stop GL, Auto, UmWCx2 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PL 49558044-01	11/30/2016	11/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp: \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll: \$1,000			AS2-Z91-466661-016	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 084645488	11/30/2016	11/30/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC 033571110 (AOS)	11/30/2016	11/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		N/A		WC 03357111 (CA Only)	11/30/2016	11/30/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid #2018-18, New single Line Stopping System with Air Drive Motor
 City of Bloomington, its employees and officials are named as Additional Insureds as respects to General Liability by written contract as required by the policy. General Liability is Primary and Non-Contributory in favor of Additional Insured by written contract as required by the policy. Umbrella liability follows primary policy forms. 30 days written notice of cancellation applies.

Note: 10 day notice of cancellation applies for non-payment of premium

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington Office of the City Clerk 109 E Olive St Bloomington, IL 61701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bobette Puckett/RE
--	---



Administrative Offices
 301 E 4th Street
 Cincinnati OH 45202-4201
 513 369 5000 ph

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

CG2010 (Ed. 10.01)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
 Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that Insured.

B. With respect to the insurance afforded to these Additional Insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations of a principal as a part of the same project.



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: January 8, 2018

SUBJECT: Consideration of a Resolution accepting the Warranty Deed for Lot 219 in Wittenberg Woods at Prairie Vista Second Addition to fulfill the park land dedication requirement set forth in the Annexation Agreement between the City of Bloomington and Wittenberg II, LLC.

RECOMMENDATION/MOTION: Approve a Resolution accepting the Warranty Deed for Lot 219 in Wittenberg Woods at Prairie Vista Second Addition to fulfill the park land dedication requirement set forth in the Annexation Agreement between the City of Bloomington and Wittenberg II, LLC be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents;

BACKGROUND: The developer of Wittenberg Woods is required to dedicate park land as part of the annexation agreement and preliminary plan filed with the City of Bloomington. In order to fulfill the requirement, City staff is recommending the acceptance of Lot 219 in Wittenberg Woods at Prairie Vista Second Addition, which is identified by parcel number 21-17-456-015. The parcel has an estimated 7 acres. The land is located in a Tier 1 area according to the Land Use Plan found on page 230 in the City of Bloomington Comprehensive Plan 2015-2035.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City will mow and maintain this property as well as pay the fees to record the deed. Estimated cost for the recording is less than \$100. Costs for mowing and maintenance are undetermined at this point, but will be absorbed into the Parks Maintenance budget. Stakeholders can find information related to this General Fund department in the FY 2018 Budget Book titled “Adopted General Fund Budget” beginning on page 185.

COMMUNITY DEVELOPMENT IMPACT: *(If applicable)*

Link to Comprehensive Plan/Downtown Plan Goals:

N-1 Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods

HL-1 Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents

HL-2 Ensure maximum usage of the City's parks and recreational facilities and associated resources

HL-4 Continue to develop quality parks and recreational programming for all

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *(If applicable)*

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Interim City Manager

Attachments:

- PW 2B RESOLUTION Wittenberg Woods Park Land Dedication 01082018
- PW 2C RESOLUTION EXHIBIT A Wittenberg Woods Park Land Dedication 01082018
- PW 2D MAP Wittenberg Woods Park Land Dedication 01082018

RESOLUTION NO. 2018-____

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

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”) is a duly organized and validly existing home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, Wittenberg II, LLC entered into an Annexation Agreement with the City of Bloomington in July 2003 for the Wittenberg Woods subdivision; and,

WHEREAS, in Section IV E of the Annexation Agreement, titled “Park Land Dedication,” Wittenberg II, LLC must meet several requirements to dedicate park land; and

WHEREAS, Wittenberg II, LLC has met all requirements to dedicate Lot 219 in Wittenberg Woods to fulfill the Park Land Dedication provision of the Annexation Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois, that the Warranty Deed, attached hereto as “Exhibit A” is hereby approved and accepted.

PASSED this 8th day of January, 2018

APPROVED this 9th day of January, 2018

APPROVED:

Tari Renner, Mayor

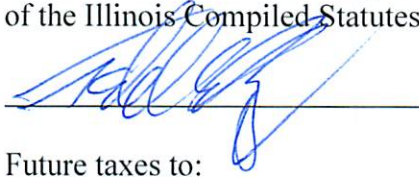
ATTEST:

Cherry Lawson, City Clerk

AFFIX TRANSFER TAX STAMP

OR

Exempt under provisions of
Paragraph e,
of Section 200/31-45 of Chapter 35
of the Illinois Compiled Statutes.



Future taxes to:
City of Bloomington
109 W. Olive St.
Bloomington, IL 61701

This instrument was prepared by
and should be returned to:
Todd E. Bugg
1001 N. Main St.
Bloomington, IL 61701

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, WITTENBERG II, L.L.C., an Illinois Limited Liability Company, with offices located in the City of Bloomington, McLean County, Illinois, for and in consideration of the sum of Ten and no 100ths (\$10.00) Dollars and other good and valuable consideration in hand paid, **CONVEYS** and **WARRANTS** to CITY OF BLOOMINGTON, of Bloomington, Illinois, the following described Real Estate, to-wit:

Lot 219 in Wittenberg Woods at Prairie Vista Second Addition, Bloomington, Illinois, according to the plat thereof recorded February 18, 2016 as Document No. 2016-00002745, in McLEAN COUNTY, ILLINOIS.

Parcel Nos.: 21-17-456-015

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. The Grantee assumes and agrees to pay the 2018 and subsequent real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions and conditions of record.

[Handwritten signature]

OFFICIAL SEAL
MORGAN SPANN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/30/2010





CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: January 8, 2018

SUBJECT: Consideration of approving an Ordinance adopting a Sexual Harassment Policy.

RECOMMENDATION/MOTION: That the Ordinance Approving the City of Bloomington Sexual Harassment Policy be adopted and the Mayor and City Clerk authorized to execute the Ordinance.

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

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

BACKGROUND: A recent amendment to the State Officials & Employees Ethics Act requires all units of local government to approve a sexual harassment policy, by ordinance or resolution, by January 15, 2018. The policy must include at a minimum: (i) a prohibition on sexual harassment; (ii) details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Department of Human Rights; (iii) a prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under this Act, the Whistleblower Act, and the Illinois Human Rights Act; and (iv) the consequences of a violation of the prohibition on sexual harassment and the consequences for knowingly making a false report. See 5 ILCS 430/70-5.

Although the City already has in place policies addressing sexual harassment, to comply with the new law, the Human Resources Department and Legal Department worked in conjunction to create a policy that complies with the new legal requirements.

It should be noted the proposed policy applies not only to employees of the City, but also to the City's elected and appointed officials and agents. For employees, a violation of the policy can result in discipline up to termination. Any elected or appointed official or agent of the City that violates the policy can be fined up to \$1,000 per occurrence and is subject to criminal prosecution. If a complaint is lodged against an elected or appointed official or agent of the City, the policy calls for it to be investigated by independent legal counsel who shall then give a recommendation to the City Council for final determination.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Not applicable

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel
Nicole Albertson, Human Resources Director

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

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- An Ordinance Adopting the City of Bloomington Sexual Harassment Policy
- Exhibit A: City of Bloomington Sexual Harassment Policy

ORDINANCE NO. 2018- ____

AN ORDINANCE ADOPTING THE CITY OF BLOOMINGTON
SEXUAL HARASSMENT POLICY

WHEREAS, Section 70-5 of the State Officials and Employees Ethics Act was recently amended to require local government bodies approve by ordinance or resolution a policy on sexual harassment that: (1) prohibits sexual harassment, presumably based on the definition contained within the Act; (2) details how an individual can report an allegation of sexual harassment, including options for making confidential reports; (3) prohibits retaliation for reporting sexual harassment allegations, including the availability of certain whistleblower protections; and (4) details the consequences for violating the sexual harassment policy and for knowingly making a false report; and

WHEREAS, in compliance with the State Officials and Employees Ethics Act, the Village Board desires to adopt the Sexual Harassment Policy set forth in Exhibit A.

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

SECTION 1. That the Sexual Harassment Policy, set forth in Exhibit A, is hereby adopted and approved by the City Council. A copy of said Policy shall be provided to all existing and new City employees and officials of the City. For employees, a violation of this Policy may result in discipline including termination. For all other officials and agents of the City covered by this Policy, a violation of the Policy subjects the offender to fine up to \$1,000 per violation, as set forth in the Policy, and/or criminal prosecution as allowed by law. Each violation of the Policy shall constitute a separate offense.

SECTION 2. All previous or existing policies addressing sexual harassment shall be repealed and replaced with the Sexual Harassment Policy attached hereto as Exhibit A, which shall also be incorporated into the Employee Handbook. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

SECTION 5. This Ordinance shall take effect immediately upon passage and approval and the penalty provisions of this Ordinance shall take effect 10 days after its passage and publication as required by law.

PASSED this ____ day of _____, 2018.

APPROVED this _____ day of _____, 2018.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

**EXHIBIT A
CITY OF BLOOMINGTON
SEXUAL HARASSMENT POLICY**

1. Prohibition of Sexual Harassment

It is the policy of the City of Bloomington to prohibit harassment of its employees, officers, officials and agents by any other City employee, officer, official or agent of the City. It shall be a violation of this Policy for any City official or employee to engage in such sexual harassment as defined herein. The City will not tolerate the conduct that is described in this Policy, and has provided a procedure by which inappropriate conduct, if encountered.

2. Definition of Sexual Harassment

In general, sexual harassment means persistent and unwelcome conduct or actions directed at one or more individuals. Sexual harassment includes unwelcome sexual advances, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature. Sexual Harassment is defined as:

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

- (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (iii) 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.

3. Recognizing Harassment

Sexual Harassment may be subtle, manipulative and is not always obvious. It does not refer to occasional compliments of a socially acceptable nature. Sexual Harassment refers to behavior that is not welcome and is personally offensive. All forms of gender harassment are included. Men can be sexually harassed; men can harass men, woman can harass other woman. Offenders can be managers, supervisors, co-workers, and non-employees such as clients or vendors.

Examples of conduct which may constitute sexual harassment includes, but is not limited to:

- *Verbal*: sexual innuendos, suggestive or insulting comments, insults, humor, epithets, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, statements about other individuals covered by this Policy, even outside of their presence, of a sexual nature, discussion of one's sexual activities, inquiries into one's sexual experiences, and direct or implied requests by a manager or supervisor, whether male or female, of sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits.

- *Non-verbal*: suggestive or insulting sounds (e.g., whistling), leering, obscene gestures, sexually suggestive bodily gestures, “catcalls”, “smacking” or “kissing” noises.
- *Visual*: displaying sexually suggestive objects, pictures, cartoons, 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 (i.e., e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites such as Facebook, Instagram, and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The City will assess sexual harassment by a standard of what would offend a “reasonable person.”

4. Reporting Complaints of Sexual Harassment

Because the City takes allegations of sexual harassment seriously, the City will respond promptly to complaints of sexual harassment, and where it is determined that such inappropriate conduct has occurred, will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

If an individual covered by this Policy believes an individual has violated this Policy or is otherwise engaging in sexual harassment, the individual should clearly tell the alleged offending individual that the behavior is not welcomed and must cease. Exceptions to this are permitted where the individual is not comfortable directly approaching the alleged offender.

Any individual covered by this Policy who witness a violation of this Policy has a duty to report it to the Human Resources Department in person or by phone at 309-434-2215. Supervisors should make reasonable attempts to ensure an environment is consistent with this Policy including reporting any suspected violations directly to the Human Resources Department.

4.1. Methods for Reporting Sexual Harassment:

Individuals covered by this Policy that believe he or she is being sexually harassed should promptly notify the Human Resources Department in person or by phone at 309-434-2215. If a formal complaint is filed directly with a supervisor or the City’s Ethic’s Officer, the supervisor and/or Ethic’s Officer must promptly report the complaint to HR within 24 hours. For complaints that involve the HR Director or an employee of the HR Department, individuals covered by this Policy may report complaints to the Corporation Counsel. Finally, complaints may be filed outside of the City organization as set forth in Section 8.

An individual covered by this Policy experiencing what he or she believes to be sexual harassment must not assume that the City is aware of the conduct. If the victim fails to notify a supervisor or other Human Resources, the City will not be presumed to have knowledge of the harassment.

4.2. Investigation of Complaints of Sexual Harassment:

All complaints are kept confidential to the extent provided by law and as set forth within this Section 4.2. When a complaint is received, the City will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. However, the complainant's willing cooperation is a vital component of an effective investigation. The City will strive to release information arising out of a complaint or investigation only on a need-to-know basis. Individuals should be aware, however, that, in certain cases, information must be shared for an effective investigation to be conducted.

The investigation may include (but it is not limited to) interviews with the complainant and witnesses. The City will also interview the person alleged to have committed sexual harassment. When the investigation is completed, the City will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation. If it is determined that inappropriate conduct has occurred, the City will act promptly to eliminate the offending conduct, and where it is appropriate, impose disciplinary action.

Individuals that are not comfortable with their name or identifying situation being used in the investigation process can request such an exclusion from Human Resources and/or the Corporation Counsel as may be applicable. However, it should be noted that this may hamper the outcome of the investigation and any potential findings or remedial actions.

5. Prohibition on Retaliation and Whistleblower Protections

Retaliation against an individual who has filed a sexual harassment complaint, and retaliation against individuals who cooperate with an investigation of sexual harassment, is unlawful, prohibited, and will not be tolerated by the City. A person who has filed a sexual harassment complaint is entitled to the protections set forth in the Whistleblower Act (740 ILCS 174/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/6-101), as well as any other applicable laws and policies adopted by the City. Retaliation will result in severe discipline, up to and including termination.

No individual making a report (or individuals who cooperates with an investigation) will be retaliated against even if a report made in good faith is not substantiated. 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 City employee that is taken in retaliation for an employee's involvement in protected activity pursuant to this Policy.

6. Consequences for Violating this Sexual Harassment Policy

Any employee who violates this Policy or the prohibition on sexual harassment contained in 5 ILCS 430/5-65, shall be subject to actions that range from review and/or retraining on the Policy to discipline up to and including suspension and/or termination. Immediate removal from the workplace may also be ordered if necessary during the pendency of an investigation and/or to ensure a safe working environment. The City will act to investigate all complaints of sexual harassment and will take appropriate action against any individual who is found to have violated this Policy.

Elected or appointed officials and/or agents of the City who violate this Policy are subject to a fine of up to \$1,000 per violation and/or prosecution as permitted by law. Each occurrence shall constitute a separate violation. Complaints against officials and agents of the City shall be investigated by the appointment of an independent legal counsel, appointed by the City Manager, and investigated in the same manner as set forth in Section 4.2. The independent legal counsel shall prepare and submit a report and recommendations to the City Council who shall make a final determination on whether this Policy was violated and the assessment of any fines.

7. Consequences for Knowingly Making a False Report of Sexual Harassment

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. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this Policy shall be subject to discipline up to and including termination.

False, frivolous or bad faith allegations made by elected or appointed official and/or agents of the City can subject the individual to both criminal prosecution and the levying of an administrative fine of up to \$5,000.

8. Resolution Outside of the City

The purpose of this Policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all individuals covered by this Policy have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) to file a formal complaint for sexual harassment or retaliation for filing a sexual harassment complaint. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, the State Official and Employees Ethics Act also provides that complaints may be filed with the State's Inspector General.



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: January 8, 2018

SUBJECT: Consideration of adopting an Ordinance approving a petition from Vale Church for the dedication of a 20' utility easement, located at 3211 Ireland Grove Road.

RECOMMENDATION/MOTION: That the Ordinance be passed approving the easement dedication plat and that the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: c. Functional, well maintained sewer collection system

BACKGROUND:

Vale Church is constructing a new church at 3211 Ireland Grove Road. Part of this project is to extend the public sanitary sewer across Ireland Grove Road and construct a manhole there. This extension would allow sanitary sewer connection for potential future development on the south side of the road. The original planned location of this manhole was within the right-of-way. As construction of the sewer commenced, the owner's contractor realized that the right-of-way is full of other utilities and the manhole could not be constructed as planned. Instead of paying to have the other utilities relocated, Vale Church is petitioning to dedicate an easement to the City for the purpose of constructing the sanitary sewer on their property.

In addition to the easement at the front of the property, a 20' utility easement will be granted around the remaining perimeter of Vale Commons Subdivision. A utility easement should have been granted with the Final Plat but was erroneously omitted. Staff considers the proposed easement as an asset to the public and recommends the easement be dedicated.

The petitioner owns Lot 1 and Outlot A of Vale Commons Subdivision. These two parcels comprise the entire subdivision. Council approved the Final Plat for this subdivision on May 22, 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Vale Church

FINANCIAL IMPACT: None. All survey and plat costs were paid by Vale Church.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, P.E., Civil Engineer II
Reviewed by: Jim Karch, P.E., CFM – Director of Public Works
Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager
Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PW 1B Attachment: Dedication Petition
- PW 1C Attachment: Ordinance
- PW 1D Attachment: Dedication Exhibit A
- PW 1E Attachment: Dedication Exhibit B
- PW 1F Attachment: Location Map

PETITION FOR DEDICATION OF EASEMENTS

State of Illinois)
)ss.
County of McLean)

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES Vale Church, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the property described in Exhibit "A " – General Utility Easement Description attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the dedication of a 20-foot wide Utility Easement, as described and depicted on the attached 20' General Utility Easement Plat.

WHEREFORE, your Petitioner prays that the 20-foot wide Utility Easement be dedicated.

Respectfully submitted,

Vale Church



Ted Max, Lead Pastor

ORDINANCE NO. 2018 - __

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

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition requesting the dedication of a 20-foot wide Utility Easement; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said easement as requested in this case.

WHEREAS, it is reasonable and proper to dedicate said 20-foot wide Utility Easement as requested in this case.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

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

SECTION 2. That the 20-foot wide Utility Easement legally described on Easement Dedication Exhibit "A" and shown on Easement Dedication Exhibit "B", is hereby dedicated.

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

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

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

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

PASSED THIS 8th DAY OF JANUARY 2018.

APPROVED THIS __ DAY OF JANUARY 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

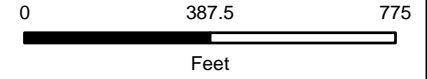
Cherry L. Lawson, City Clerk

Exhibit "A" – General Utility Easement Description

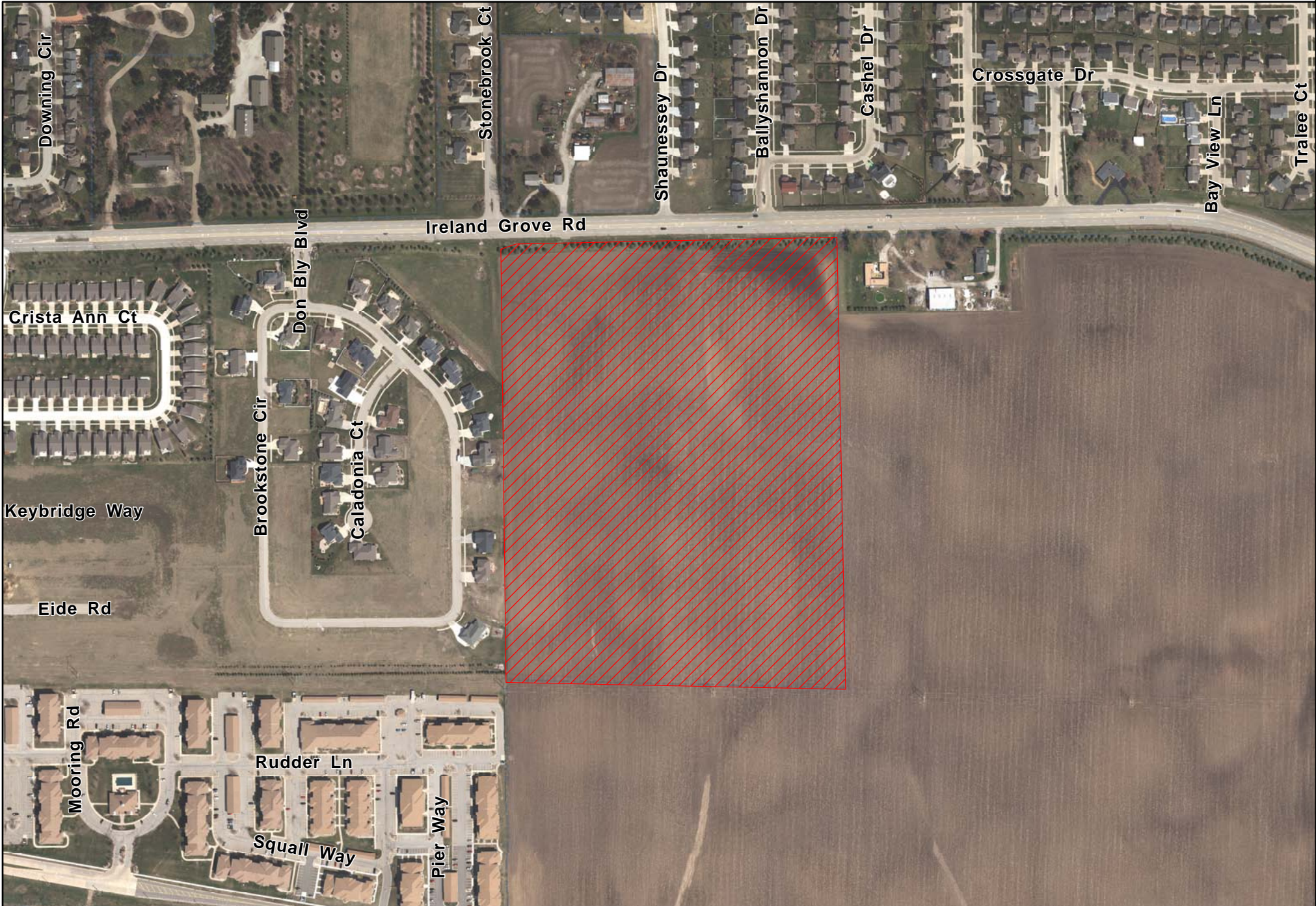
A part of Vale Commons Subdivision (Recorded as Document #2017-00011047 at the McLean County Recorder's Office), being a subdivision of a part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, City Of Bloomington, McLean County, Illinois and being more particularly described as follows:

The west 20.00 feet of Outlot "A" in said Vale Commons Subdivision, the south 20.00 feet of said Outlot "A", the east 20.00 feet of Lot 1 in said Vale Commons Subdivision and said Outlot "A", and the south 20.00 feet of the north 30.00 feet of said Lot 1 and Outlot "A".

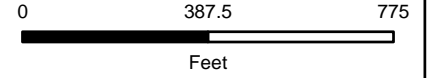
Vale Church Project Location



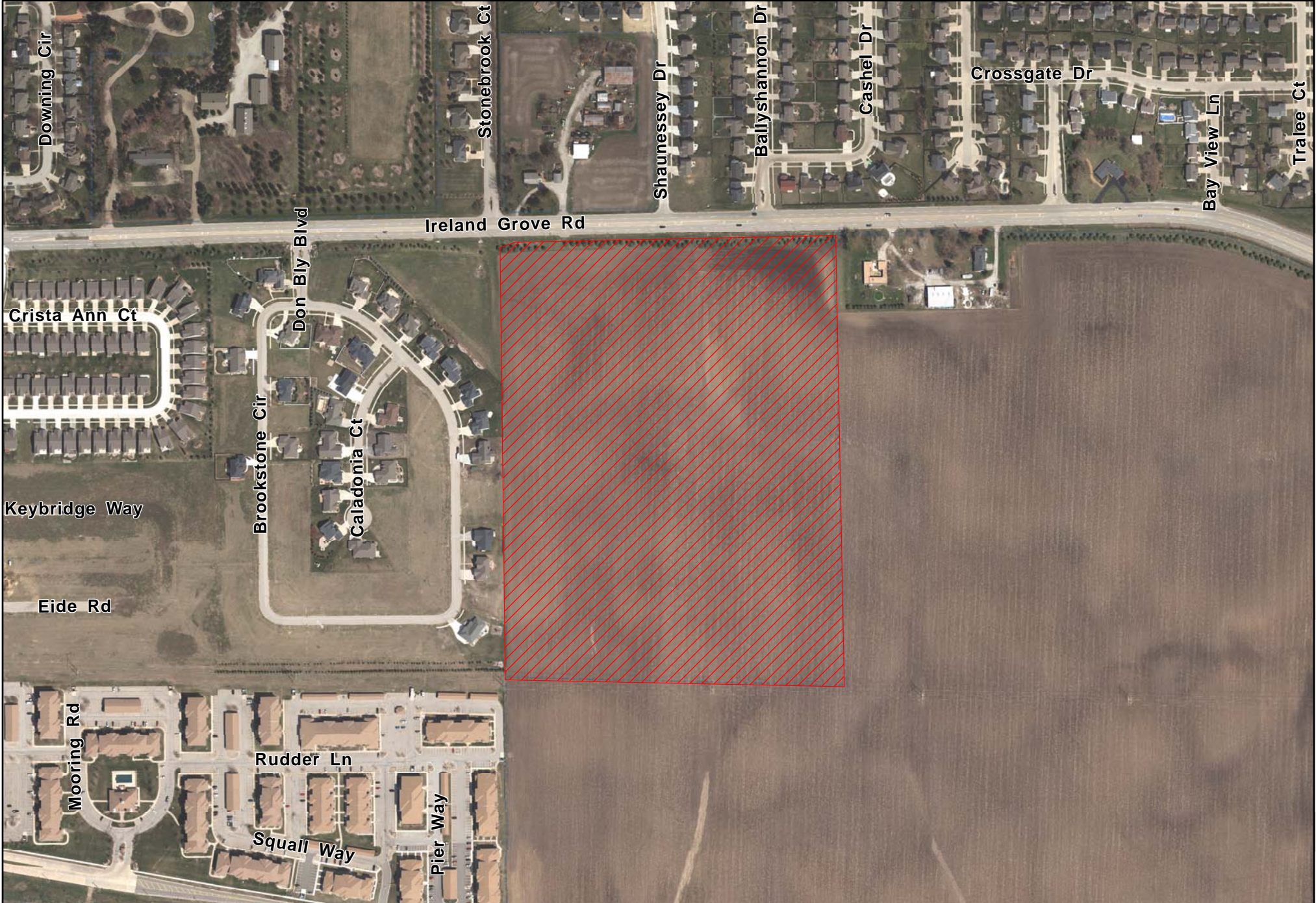
Date: 12/8/2017



Vale Church Project Location



Date: 12/8/2017



REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: January 8, 2018

SUBJECT: Presentation and discussion of the Downtown Task Force Final Report

RECOMMENDATION/MOTION: Discussion Only

STRATEGIC PLAN LINK: Goal 6: Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 1.A- More beautiful, clean Downtown area; Objective 1.B- Downtown Vision and Plan used to guide development, redevelopment and investments; Objective 1.C- Downtown becoming a community and regional destination

BACKGROUND:

Over the last few decades metropolitan downtowns across the country have changed dramatically. Areas that were once negatively impacted by shopping malls and urban sprawl are being reinvented and reinvigorated. Downtown Bloomington is no different and has the potential to enhance the livability of our community and have a regional economic impact.

In line with the importance of a revitalized Downtown, the Downtown Task Force Committee was formed on May 8, 2017 to establish top priorities for Downtown Bloomington revitalization and development for the next three to five years. The nine member committee, comprised of various constituencies in the community, also was tasked with proposing an action plan to move those priorities to fruition.

Bloomington City Council requested that the Task Force focus on merging the contents of the city's various approved planning documents and to provide source notations in order to provide a "line of sight" between the Task Force recommendations and the comprehensive plans, which represent extensive public input. The Task Force also held a public listening session and actively encouraged public participation in its discussions. The Task Force submitted an interim report to City Council on August 31, 2017, and is submitting its final report in order to allow City Council time to incorporate these proposals into the FY2019 budget, if desired.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

The Downtown Task Force encouraged members of the public to actively participate in its meeting discussions and has solicited and received written public comment throughout the process. A public listening session was held on June 27, 2017, and resulted in a robust conversation about Downtown visioning and priorities.

FINANCIAL IMPACT: For discussion purposes only.

COMMUNITY DEVELOPMENT IMPACT: Not applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Melissa Hon, Assistant to the City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

Steve Rasmussen
Interim City Manager

Attachments:

- Downtown Task Force Final Report

10/24/2017

DOWNTOWN BLOOMINGTON TASK FORCE FINAL REPORT



OVERVIEW

The Downtown Bloomington Task Force was formed on May 8, 2017 in order to establish top priorities for Downtown Bloomington revitalization and development for the next three to five years. City Council requested that the Task Force focus on merging the contents of the city's various approved planning documents and to provide source notations in order to provide a "line of sight" between the Task Force recommendations and the comprehensive plans, which represent extensive public input. The Task Force also held a public listening session and actively encouraged public participation in its discussions. The Task Force submitted an interim report to City Council on August 31, 2017. The final report originally was anticipated to be completed by December 31, 2017. The Task Force is submitting its final report ahead of schedule in order to allow City Council time to incorporate these proposals into the FY2019 budget, if desired.

MEMBERS

Kim Bray, Bloomington City Council, Ward 9
Jamie Mathy, Bloomington City Council, Ward 1
Amelia Buragas, Bloomington City Council, Ward 4 (chair)
Carlo Robustelli, McLean County Board
Tricia Stiller, Director, Downtown Bloomington Association
Justin Boyd, Chair, Bloomington Planning Commission
Mike Manna, Downtown Business Owner
Bobby Varicella, Downtown Business Owner
Joe Haney, Downtown Business Owner

REFERENCE DOCUMENTS

Bring It On Bloomington! 2035 Comprehensive Plan (2015)
Downtown Strategy Plan (Farr Plan) (2013)
Main Street Transportation Feasibility Study (2012)
Downtown Streetscape Lighting Master Plan (2015)

PRESENTATIONS

- Steve Rasmussen, Assistant City Manager, "Downtown Update."
- Tom Dabareiner, Director, Community Development Department, "Comprehensive Plan Overview," "Results of 2016 Downtown Stakeholder Meeting," and "Catalyst Project Overview."
- Greg Koos, Director Emeritus, McLean County History Museum and Lea Cline, Vice Chair, HPC, "Historic Preservation."
- Jim Karch, Director, Public Works, "Downtown Infrastructure."
- Vasu Pinnamaraju, Executive Director, McLean County Regional Planning Commission, "Public Places."
- Jay Tetzloff, Robert Moews and David Lamb, Parks and Recreation Department, "Downtown Beautification."
- Ken Bays, Assistant Chief of Police, "Downtown Crime Statistics."

SUMMARY OF RECOMMENDATIONS

Downtown revitalization efforts can be divided into three general categories: Placemaking, Catalyst, and Supportive. The majority of the Task Force recommendations fall under placemaking and have been divided into the following two subcategories: Beautification/Public Art and Public Places/Walkability.

The Task Force recommendations focus on placemaking because this category offers simple, easy-to-achieve and comparatively inexpensive opportunities to improve and enhance the Downtown area with a high potential return on investment. The Task Force also makes recommendations in the supportive category related to improving availability of public parking. Finally, the Task Force notes that the Downtown Strategy recommends a catalyst project that will “attract visitors and increase retail, restaurant, and service business.” Catalyst projects are larger in nature and reflect a much more significant public investment. The Task Force recommendations for catalysts are based on the projects that are most likely to be successful based on current opportunities. They also reflect existing needs in the Downtown area. The Task Force recognizes that any catalyst projects will require significant public support in order to be feasible.

Please note that the Task Force has limited its recommendations to the Downtown “core,” or that area of Downtown roughly defined by Madison Street, East Street, Market Street, and Front Street. This approach is consistent with the Downtown Strategy Plan. The Task Force did not consider recommendations outside of this area, but notes that significant opportunities for development and revitalization exist in the expanded Downtown area, which includes the Warehouse District and surrounding transitional and residential areas.



SECTION 1: BEAUTIFICATION / PUBLIC ART

Residents take great pride in the efforts made in recent years to increase the visual appeal of Downtown Bloomington. Residents report a strong desire to add additional trees for shade as well as to increase the amount of green space. There also is a desire to continue to support the work of local artists and to foster a unique identity through the integration of public art into Downtown spaces.

PLANNING DOCUMENT REFERENCES

“Public art is a great way to beautify and add character to a Downtown.” *Downtown Strategy*, pg. 60.

“Street trees are indispensable to the attractiveness and safety of the Downtown core. Street trees make the street appear narrower to drivers and typically result in a decrease in traffic speed, making the environment more conducive to walking.” *Downtown Strategy*, pg. 59.

“A proper amount of street trees is vital to complement the proposed street lights and existing architecture of Downtown.” *Streetscape Master Plan*, pg. 27.

“A sophisticated public art program could complement tourism and branding efforts.” *Streetscape Master Plan*, pg. 28.

“[P]ublic art can transform the city’s gateways, corridors, and neighborhoods alike.” *Comprehensive Plan*, pg. 112.

N-2.3d Establish a program for public art. BCPA, short. *Comprehensive Plan*, pg. 57.

ACH-1.1e Increase visual arts in the public sphere Downtown. BCPA, ongoing. *Comprehensive Plan*, Pg. 114.

ACH-5. Encourage the use of public art to enhance neighborhoods and public spaces and foster engagement throughout the community. *Comprehensive Plan*, pg. 122.

CF-2.2b Emphasize use of native plants and trees on public grounds. City of Bloomington, ongoing. *Comprehensive Plan*, pg. 219.

RECOMMENDATIONS

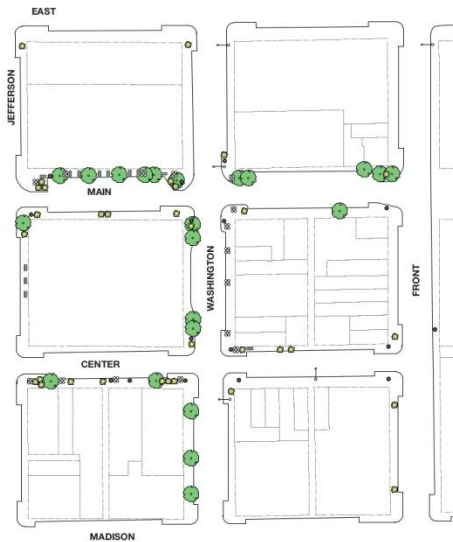
1. DESIGNATE THE DOWNTOWN CORE AS A “PUBLIC PARK” OR “GREEN SPACE” TO EMPOWER THE PARKS & RECREATION DEPARTMENT TO ACTIVELY MAINTAIN AND PROGRAM IN PUBLIC SPACES IN A WAY THAT MAXIMIZES AESTHETIC APPEAL AND ADDS ARTS AND CULTURAL PROGRAMMING. FOCUS ON ADDITIONAL SHADE TREES AS WELL AS PERENNIAL, DROUGHT-TOLERANT, NATIVE PLANTINGS, AND RAIN GARDENS.

SECTION 1: BEAUTIFICATION / PUBLIC ART (CONTINUED)

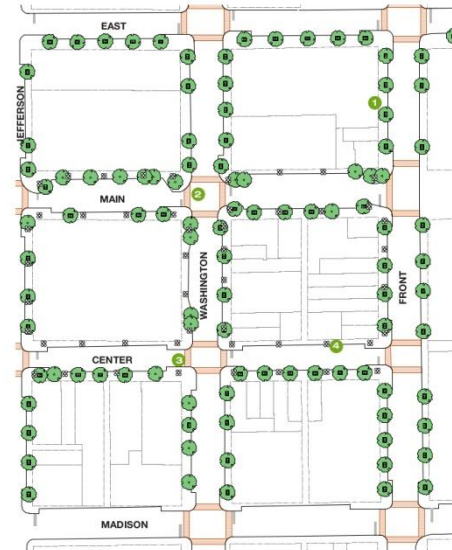
RECOMMENDATIONS: BEAUTIFICATION / PUBLIC ART (CONTINUED)

2. SELECT AND MAKE AVAILABLE TO BUSINESS OWNERS SELF-WATERING PLANTERS THAT ARE UNIFORM IN APPEARANCE TO BE PURCHASED BY, PLACED IN FRONT OF, AND MAINTAINED BY DOWNTOWN BUSINESSES. USE PRIVATE SPONSORSHIPS TO INCREASE NUMBER OF PLANTINGS IN THE DOWNTOWN AREA AND/OR FUND PLANTING OF LARGER TREES.
3. ENGAGE IN ADDITIONAL PUBLIC ART PROJECTS, SUCH AS DECORATIVE PAINTED CROSSWALKS OR SIDEWALK ART. EXPLORE THE USE OF TACTIAL URBANISM TO INCREASE ART IN THE PUBLIC SPACE.
4. INSTALL ADDITIONAL DECORATIVE LIGHTING DOWNTOWN (EX. CANOPY LIGHTING ACROSS THE STREET OR BETWEEN FAÇADE AND TREES/LIGHT POLES). INSTALL ADDITIONAL ELECTRICAL CONDUITS AS OPPORTUNITIES ARISE.

EXAMPLES: BEAUTIFICATION / PUBLIC ART



EX. 1A: CURRENT STREETSCAPE



EX. 1B: ENHANCED STREETSCAPE

EXAMPLES: BEAUTIFICATION / PUBLIC ART (CONTINUED)



EX. 2: DECORATIVE PAINTED CROSSWALK



EX. 4: STREET ART



EX. 3: DECORATIVE LIGHTING



EX. 5: DECORATIVE LIGHTING

SECTION 2: PUBLIC SPACES / WALKABILITY

Many residents view Downtown as a central hub for our community and express a strong desire for additional public spaces in Downtown Bloomington. These spaces also are ideal for use in programming and special events to bring people into the Downtown area. Walkability is a key feature of downtowns and an area that poses tremendous opportunity to adopt innovative practices when it comes to utilization of the public right-of-way and integration of multi-modal transportation.

PLANNING DOCUMENT REFERENCES

“Currently, parking lots and vacant parcels within Downtown create gaps in the built environment. Utilizing these spaces as patios, plazas, small parks, or other public spaces will help make the street more active and lively place.” *Downtown Strategy, pg. 38.*

“To improve the safety of pedestrians walking around Downtown, it is recommended that special paving treatment, such as cobblestones or brick, be installed at a width of at least eight feet at key intersections as shown on Figure V-24.” *Downtown Strategy, pg. 59.*

“Challenges within Downtown include restoring high levels of walkability that existed in Bloomington prior to World War II. In the last 50 years, modern traffic engineering and development patterns have emphasized automobile transportation over walkability. The resulting street grid is harsh and uninviting to pedestrians.” *Downtown Strategy, pg. 54.*

D-5.2 Enhance the walkability and bikeability within and to Downtown and facilitate access to car-sharing and bike-sharing in the Downtown district. *Comprehensive Plan, pg. 108.*

RECOMMENDATIONS: PUBLIC PLACES / WALKABILITY

1. PARTNER WITH MCLEAN COUNTY TO ENHANCE THE PUBLIC SPACES CURRENTLY LOCATED IN FRONT OF THE LAW & JUSTICE CENTER AND AROUND THE MCLEAN COUNTY MUSEUM OF HISTORY. PRIORITIZE MAINTENANCE, CLEANLINESS, AND INSTALLATION OF DROUGHT-RESISTANT, NATIVE PLANTINGS. MAKE THESE SPACES AVAILABLE FOR CITY PROGRAMMING (EX. LAWN GAMES DURING FARMER’S MARKET, PUBLIC SEATING, LIVE MUSIC DURING FIRST FRIDAYS, ETC.)
2. TRANSITION FROM A STREETS/SIDEWALKS MODEL TO A “SHARED SPACE” MODEL IN THE DOWNTOWN CORE. THIS ALLOWS FULL USE OF THE PUBLIC RIGHT-OF-WAY BY ALL USERS, CREATES A UNIQUE ENVIRONMENT, AND HONORS OUR HISTORIC PAST. EXPLORE OPPORTUNITIES CREATED BY PROPOSED RESURFACING OF JEFFERSON STREET AND FRONT STREET IN 2018.

SECTION 2: PUBLIC SPACES / WALKABILITY (CONTINUED)

RECOMMENDATIONS (CONTINUED)

3. INSTALL BRICK OR STAMPED CONCRETE CROSSWALKS. ALTERNATIVE: DECORATIVE PAINTED CROSSWALKS.
4. REEXAMINE PERMITTING REQUIREMENTS FOR OUTSIDE SEATING AND SIDEWALK RETAIL TO ENCOURAGE GREATER USE OF THE PUBLIC RIGHT-OF-WAY BY DOWNTOWN BUSINESSES WITHOUT BLOCKING PEDESTRIAN MOVEMENT.

EXAMPLES: PUBLIC SPACES / WALKABILITY



EX. 1: SHARED ROAD MODEL



EX. 2: PUBLIC PLAZA

SECTION 3: PUBLIC PARKING

Residents continue to report the perception that Downtown lacks sufficient, convenient parking. In the short term, the Task Force recommends changes to increase the amount of on-street parking for visitors to Downtown. This will alleviate current frustrations as the city works to improve parking facilities and toward a long-term culture shift in parking expectations.

PLANNING DOCUMENT REFERENCES

“Local parking consultants estimate that the distance people are willing to walk between parking and their downtown Bloomington destination ranges from between 500 feet for visitors and one-quarter mile for employees. Where willingness-to-walk range is this limited—vibrant downtowns can count on walking ranges that begin at ¼ mile—it is difficult for downtown destinations to rely on public parking supplies for their access needs. It is also a sign that parkers find the downtown environment less-stimulating than it should be.” *Downtown Strategy, pg. 121-22.*

“Relieve pressure for surface parking lots by offering convenient spaces within public parking decks.” *Downtown Strategy, pg. 50.*

“Require employees to park off-street in public parking decks or lots.” *Downtown Strategy, pg. 52*

“One of the key recommendations includes the installation of parking meters in specified locations in Downtown. Currently on-street parking is free in all of Downtown, leading to congestion in several areas. Pricing on-street parking according to demand will help greatly in managing those spaces and also provide a revenue source.” *Downtown Strategy, pg. 6.*

D-5. Continue to develop multi-modal transportation network in Downtown. *Comprehensive Plan, pg. 107.*

D-5.1. Improve parking conditions and access and encourage shared public and private parking supplies. *Comprehensive Plan, pg. 107.*

RECOMMENDATIONS: PUBLIC PARKING

1. MOVE ALL CITY AND COUNTY OWNED VEHICLES INTO COVERED PARKING GARAGES TO MAKE SURFACE LOT SPACES AVAILABLE FOR DOWNTOWN VISITORS. EXPLORE OPPORTUNITIES FOR SHARED USE OF PRIVATE SURFACE PARKING LOTS TO MAXIMIZE USAGE.

SECTION 3: PUBLIC PARKING

RECOMMENDATIONS: PUBLIC PARKING

2. REMOVE ONE LANE OF TRAFFIC ON BOTH MAIN AND CENTER STREETS WITHIN THE CORE OF DOWNTOWN BLOOMINGTON. CHANGE PARALLEL PARKING SPOTS ALONG MAIN AND CENTER TO DIAGONAL PARKING SPOTS TO INCREASE THE NUMBER OF ON-STREET SPOTS. INSTALL LOADING ZONES TO PREVENT VEHICLE CONGESTION. INCLUDE ONE “SHORT TERM” PARKING SPOT ON EACH BLOCK OF MAIN STREET AND CENTER STREET (EX. 15 MINUTE PARKING). LENGTHEN ENFORCEMENT OF ON-STREET PARKING TIME LIMITS.
3. MOVE FORWARD WITH PARKING NEEDS STUDY, INCLUDE ANALYSIS OF FUTURE INSTALLATION OF PARKING METERS.



Figure 3.2c – Conceptual view looking west on Jefferson Street at Center Street. Letters correspond to amenities highlighted on Page 13.

SECTION 4: CATALYST PROJECT

There are 29 acres of developable land within the expanded Downtown area, which includes vacant and under-utilized properties. Examples of under-utilized properties include single-use parking garages and surface parking lots. This creates enormous potential for private and public sector investment in the Downtown area.

PLANNING DOCUMENT REFERENCES

“Develop a catalyst project that can serve as an additional Downtown “anchor.” *Downtown Strategy, pg. 64.*

“Attract and grow new anchors for Downtown Bloomington. It will be a number of years before a single large retail anchor exists or is viable. In the interim, other non-retail anchors can help to fill in the gaps in the Downtown streetscape and also draw more foot traffic and residents to the area. Such opportunities include a library, YMCA, or community college.” *Downtown Strategy, pg. 22.*

“There are many surface parking lots within Downtown, many of which are not being utilized to their full potential. As Downtown’s market for housing and retail improves, demand to develop these parking lots will increase, particularly within the Madison-East couplet. Such redevelopment should be encouraged whenever possible.” *Downtown Strategy, pg. 38.*

“Place a high priority on the development of a hotel in Downtown.” *Downtown Strategy, pg. 22.*

“There is potential for a hotel to develop on [Butler/Elks Lot] due to its proximity to the U.S. Cellular Coliseum and other Downtown attractions.” *Downtown Strategy, pg. 50.*

D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural, and entertainment opportunities for all. *Comprehensive Plan, pg. 101.*

D-1.1g Prioritize mixed-use development/redevelopment projects for the Downtown area. City of Bloomington, ongoing. *Comprehensive Plan, pg. 101.*

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors. *Comprehensive Plan, pg. 102.*

D-1.4 Develop a wide variety of Downtown housing options. *Comprehensive Plan, pg. 102.*

ADDITIONAL INFORMATION

MARKET STREET GARAGE. The Market Street Parking Garage is owned by the City of Bloomington. It was built in 1974 and has 550 total parking spaces (492 are available for rent and 70 percent of those spaces currently are rented). In 2009, the structural condition of the garage was rated as “poor.” The city determined that structural repairs were necessary in order to extend the garage life span. Phase One of repairs was completed in 2010 at a cost of \$250,000. Phases Two and Three were completed in 2013 at a combined cost of \$750,000. Since 2013, only minor maintenance has been performed at the garage and additional structural repairs are needed. Staff reports that funds for an additional structural evaluation of the garage will be included in the draft FY2019 budget. The facilities department reports that additional structural repairs will keep the facility operational in the near term; however, “the rate of return exponentially decreases with the age of the structure.” City staff estimates that additional structural repairs may extend the life span of the garage up to an additional 10 years, at which time a replacement plan must be in place. The cost for these repairs likely will exceed \$1 million.

BLOOMINGTON PUBLIC LIBRARY. The Bloomington Public Library currently has 1,000 visitors per day and is in the feasibility phase of a major expansion proposal. The Library has provided conceptual sketches as well as preliminary cost estimates for expansion at its current location. (Appendix A). The Library’s cost estimates do not include the expense of moving all or part of the current Public Works facility, which would be necessary in order to accommodate expansion. The estimate also does not include a parking structure or any additional development that is shown in the conceptual drawings. The Community Development Department has not reviewed the Library’s plans for expansion at its current site for consistency with the Comprehensive Plan or Downtown Strategy.

RESIDENTIAL DEVELOPMENT. There is significant capacity for growth in residential housing in the Downtown area. The Community Development Department calculates that a fully revitalized Downtown area could accommodate an additional 950 units, which is nearly double the current number of units. New units should be phased-in over time to avoid having a negative impact on current occupancy rates.

CONNECT TRANSIT. The Front Street transfer station accommodates 1,300 Connect Transit riders per day, making it the second busiest transfer station in the community. Connect Transit reports that the current on-street location is inadequate and has expressed a strong desire to partner with the City to make a transfer station part of any catalyst project (they are not interested in partnering on any project outside the core of Downtown). Connect Transit notes that their involvement makes any project potentially eligible for state and federal grants and/or low interest loans. Public Works also reports that city streets are not built to accommodate the wear and tear of an on-street transfer site and that the current location is causing accelerated deterioration of Front Street. Connect Transit is conducting a site analysis of the Market Street garage location and will share the results with City Council.

SECTION 4: CATALYST PROJECT (CONTINUED)

RECOMMENDATIONS: CATALYST PROJECT

The Task Force is recommending three areas for potential exploration of catalyst projects. These recommendations are ranked into tiers based on current opportunities, level of risk, availability of partnerships, and overall community need.

TIER 1

DEVELOP THE MARKET STREET GARAGE INTO A MIXED USE FACILITY INCLUDING PARKING, TRANSFER STATION, & PUBLIC LIBRARY.

This proposal is listed as a Tier 1 project because of the imminent need to address the Market Street garage, the relatively few barriers to development of this parcel, the size of the parcel available for development, and the ability to bring together multiple community needs into a single project, which could realize significant financial savings. A successful project at the Market Street block could transform an under-performing quadrant of the Downtown core into a vibrant area that brings new visitors Downtown. Partnering with Connect Transit creates alternative funding options as it would make the project eligible for federal low interest loans and grants. This also represents a “low risk” investment as there already is significant need both for expanded library facilities as well as a new transfer station. If inclusion of the library in this project is not feasible or desirable, the City could alternatively consider a mixed use facility including housing or office space.



SECTION 4: CATALYST PROJECT (CONTINUED)

RECOMMENDATIONS: CATALYST PROJECT (CONTINUED)

ADDITIONAL PLANNING DOCUMENT REFERENCES RELATED TO THE TIER 1 RECOMMENDATION

“*Attract and grow new anchors for Downtown Bloomington.* It will be a number of years before a single large retail anchor exists or is viable. In the interim, other non-retail anchors can help to fill the gaps in the Downtown streetscape and also draw more foot traffic and residents to the area. Such opportunities could include a library, YMCA, or community college.” *Downtown Strategy Plan, page 22.*

“The Market Street parking garage is a major public parking facility in Downtown Bloomington. The facility will either need substantive repairs or to be torn down in the near future.” *Downtown Strategy, pg. 12.*

“The Market Street Parking Garage is in a state of disrepair and is slated for redevelopment by the City of Bloomington. This site represents one of the largest redevelopment parcels available in Downtown and is a great opportunity to kick start development in Downtown.” *Downtown Strategy, pg. 24.*

“[Market Street] is one of the most promising sites for redevelopment: the existing parking garage has exceeded its design life span and is falling into disrepair, the site is well-positioned to build on the existing strength of nearby Main Street businesses, and the city already owns the site. The City must view development of the parking garage as an opportunity to support Downtown rather than simply replace an aging structure.” *Downtown Strategy, pg. 64.*

“The evaluation of community facilities includes appropriate locations for diverse types of facilities. Those which serve the entire community, such as the Bloomington Public Library, should be located in the City core, preferably in the Downtown district. This area of Bloomington is accessible, and the concentrations of facilities intended for all community members increases their ease of use.” *Comprehensive Plan, pg. 212.*

“Concentrating community facilities serving the entire City, such as the library and City offices, in the Downtown serves the community well. This concentration is fiscally sustainable, helps keep the Downtown vibrant, and is accessible by public transit.” *Comprehensive Plan, pg. 17.*

“D-1.2b—Consider other Downtown needs during the expansion of community facilities currently located in Downtown, such as the BCPA/Creativity Center and the Bloomington Public Library. City of Bloomington, short.” *Comprehensive Plan, pg. 102.*

“D-5.3a—Upgrade Front Street transfer location. Connect Transit, short.” *Comprehensive Plan, pg. 108.*

CATALYST PROJECT (CONTINUED)

RECOMMENDATIONS: CATALYST PROJECT (CONTINUED)

TIER 2

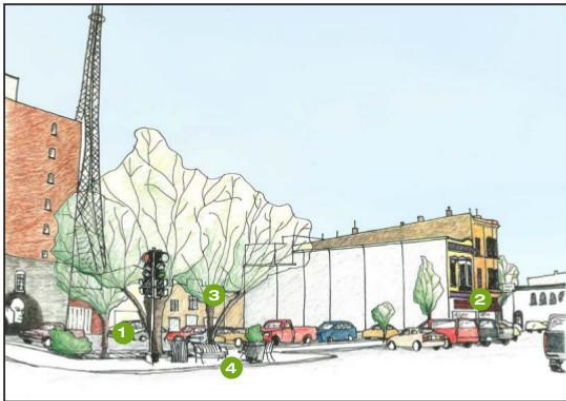
EXPLORE MORE AGGRESSIVE OPTIONS FOR ACQUISITION AND/OR DEVELOPMENT OF VACANT PROPERTIES IN THE DOWNTOWN AREA SUCH AS FRONT & CENTER AND CII EAST. CONTINUE TO PURSUE A HOTEL AND CONFERENCE CENTER DEVELOPMENT NEAR THE ARENA.

This is listed as a Tier 2 priority because of the barriers to acquisition, the unknowns of adaptive re-use, unknown market conditions, and the lack of currently viable proposals for development of these sites.

TIER 3

INCENTIVIZE RE-DEVELOPMENT OF SURFACING PARKING LOTS INTO MIXED-USE PROJECTS, WITH AN EMPHASIS ON GROUND FLOOR RETAIL AND UPPER LEVEL RESIDENTIAL.

This is listed as a Tier 3 priority because it will be more successful as revitalization of Downtown matures. This will result in a need to offer fewer financial incentives because the private sector will be able to obtain a reasonable return on its investment without public assistance.



EX. 1: MARKET & MAIN (CURRENT)



EX. 2: MARKET & MAIN (REDEVELOPED)

ADDITIONAL AREAS OF OPPORTUNITY

The following items have been identified as additional areas of opportunity. The Task Force recommends that the City Council continue to work with community partners to explore opportunities in these areas for potential short or mid-term improvement.

1. Partner with Town of Normal, Illinois Department of Transportation, and McLean County Economic Development Council to pursue state and federal funding for the Main Street Corridor Plan.
2. Install public restrooms.
3. Install permanent public recycling bins.
4. Support private efforts to address homelessness in the Downtown area. (Ex. *Change to Make a Change*).
5. Empower Historic Preservation Commission to evaluate buildings in Downtown for an S-4 designation.
6. Adopt zoning changes that support development consistent with a Downtown district.
7. Continue efforts to improve wayfinding in Downtown through additional signage.
8. Place a high priority on modernizing infrastructure in the Downtown area.

CONCLUSION

The Task Force thanks the Bloomington City Council for the opportunity to serve and hopes that this report will serve as a useful roadmap to accomplish some of the goals contained in the City's various planning documents over the next several years. The Task Force firmly believes that the opportunity exists for the City of Bloomington to build on prior revitalization efforts and to make meaningful improvements in Downtown in the short term. The Task Force notes that many of the identified areas of opportunity have relatively low barriers to moving forward and a high potential return on investment. However, there also remains a need to explore larger, catalytic projects in order to truly capture the untapped potential of Downtown.

Bloomington Public Library Expansion Costs

	Conceptual Site Plan #1	Conceptual Site Plan #4
Renovation of existing building (incl. mid-range furnishings)	\$9,975,000.00	\$0.00
New Construction (incl. mid-range furnishings)	\$12,600,000.00	\$29,700,000.00
Site Work and Other Construction (incl. a parking lot)	\$2,750,000.00	\$3,000,000.00
Contingency (7.5%)	\$1,899,375.00	\$2,452,500.00
Miscellaneous Costs (A/E fees, legal fees, etc. - 11.8%)	\$3,212,476.25	\$4,147,995.00
TOTAL:	\$30,436,851.25	\$39,300,495.00
BPL Contribution:	17.58%	13.62%

***Note these are rough numbers based on 2017 Construction Season and not based on any schematic designs

"Band-aid approach" (i.e. minimum building maintenance needed) is at least \$2,000,000

Regarding the cost of a new parking deck: The Uptown Normal parking (which Farnsworth designed) was built in 2008/2009, at a cost of \$12.6M (construction cost only). It has 659 stalls, and a total square foot area of 275,852 (on 4 levels plus a "basement"). Farnsworth said they would assume that this cost would have to be adjusted upward by approximately 3% per year (compounded).

<u>BPL Contribution</u>	
Capital Fund Balance As of 6/5/17	\$2,420,569.85
Approximate Monthly Interest	\$1,500.00
Fixed Asset Fund Balance As of 6/5/17	\$928,888.68
Estimated Capacity for Donations, Grants, Additional Reserves	\$2,000,000.00
Total:	\$5,350,958.53

	Square Footage	Percentage of the building
Renovation	57,000	57.58%
Addition	42,000	42.42%
Full New	99,000	100.00%



To: Amelia Buragas, Downtown Task Force Chair
From: Tom Dabareiner AICP, Community Development Director
Date: October 20, 2017
Subject: Review of DTF Recommendations

A number of people have asked for my opinion regarding the draft proposals under consideration by the Downtown Task Force (DTF). Also, I have had a chance to review the draft final report from the DTF.

At an earlier meeting of the DTF, I presented three categories of improvements. I will use those categories to organize my review. It is worth stating that the vast majority of DTF recommendations can find clear support in the City's Comprehensive Plan—exactly how the Plan should be used—and my professional role therefore leans heavily towards support, coupled with 35 years of experience.

Catalyst Projects

A catalyst project should be substantial enough to generate a respectable number of new users in the downtown. All three projects identified in the DTF draft Final Report as Catalyst Projects fit easily within the Catalyst Projects category and within the City of Bloomington Comprehensive Plan 2035.

The redevelopment of the *Market Street Parking Deck* as some kind of multi-use facility could become a significant catalyst. As a library / community center, it could generate more than 1,000 users per day. The City's financial participation in downtown redevelopment projects is likely expected *and* is also needed for the library—why not achieve both in a downtown library location? Importantly, the concept has specific support in the Comprehensive Plan. I also participated in the planning of a downtown many years ago which included adding a public library as an anchor, so am aware of and endorse the benefits of downtown libraries. Expansion of the library on its existing site does little, if anything, to boost the downtown and in some redevelopment scenarios could compete against the downtown. The distance and obstacles (e.g., crossing East Street, and walking passed a jail, parking deck, a parking lot and abandoned building, and bland government center) will deter pedestrians from visiting the library and the downtown.

A new office headquarters or apartment/condo unit complex in and adjacent to the downtown both fit the catalyst typology. With regard to new housing, eventual growth generating about 2,000 new residents (not all at once, which would have a negative market impact) was one example given. One could argue that any set of activities that daily contribute 2,000 potential downtown users should become a target for the DTF. This is not to say all 2,000 would visit businesses in the downtown on a daily basis, but instead would provide an adequate base from which to draw frequent visitors (in addition to others already visiting the downtown).

Both a new hotel / convention center at the Front and Center location and the proposal to establish multi-use development in and around the downtown are classic catalyst examples. It is important to acknowledge that a hotel / convention center needs regular use and consistently high occupancies to

contribute as a true catalyst. New residential, once occupied, provides a consistent base and should be encouraged. Both concepts are rooted in the Comprehensive Plan.

Placemaking

Façade improvements, streetscapes, public art and special events fall into this broad category. Much work in the past has been focused here and is also proposed by the DTF. These are largely design-oriented and make a location an attractive and more interesting place to visit. While some may attract more people to the downtown, the numbers are lower and less consistent that brought about with a catalyst project.

Shade trees, natural plantings, self-watering planters, painted/brick/stamped crosswalks, art and decorative lighting are part of the DTF draft proposal. S-4 zoning designation for historical structures can add to the list of attractions in a downtown. Keeping the downtown clean and installing decorative lighting also join the list, as well as events like First Fridays and the farmers market. Creating “shared space” by making street ROWs available for pedestrian and bicycle usage also fits this category, although if done right it can become an attraction generating new visitors for the downtown.

Some have mentioned the catalyst potential of the BCPA and the Arena, but they are more akin to *special events* based on event infrequency. Thus, they belong in the Placemaking category in my view.

Supportive

I would place sidewalks, parking and other infrastructure in the Supportive category. Well-managed systems are certainly essential to a successful downtown; however, they are necessary only because they serve the users of the downtown.

Ordinances to support first-floor retail may be unnecessary, as the marketplace would prefer this location too. However, when combined with true building design requirements or incentives, this may functionally move the topic into the Placemaking category.

Pc: Melissa Hon
Steve Rasmussen

To: Alderman Amelia Burgess, Downtown Task Force Committee Chair
From: Katie Simpson, City Planner
Date: Wednesday, October 18, 2017
Subject: Commentary on the Draft Final Recommendations Report

On Tuesday, October 17, 2017 the Downtown Task Force met to discuss a draft of the final report. The Task Force solicited additional commentary on the draft document. Below are my recommended edits/points of clarification.

Section 1: Beautification/Public Art

- Under the "Planning Document References" section, supporting material could be added from The Streetscape Master Plan. While never officially adopted by Council, the document also recognizes the need for Murals, Public Art and Street Trees (pg. 27-28) see section 6.2 "Opportunities" for supporting documentation .
- Under the "Recommendations" Section:
 - a). Expand the first recommendation to incorporate additional opportunities for incorporating rain gardens, biosoils, and other natural storm water treatment landscaping into the Downtown Streetscape. The Streetscape Plan calls for improving bump outs; bump outs may require additional storm inlets, but may also be an additional opportunity to improve the landscaping by adding rain gardens. Public Works, Parks, and Planning should coordinate on this if incorporated into the recommendations.
 - b). Expanding on Recommendation 4, the Streetscape Plan guides the installation of conduit and new service feeds. As the plan is implemented, the city should look for additional opportunities to add electrical outlets to tree wells and other areas that may lend themselves to future lighting installations. Additionally, this poses an opportunity to identify new locations for tree wells.
 - c). Consider adding an additional recommendation that encourages improved landscaping on private parking lots. The Comprehensive Plan identifies the need to screen and landscape parking lots in the Downtown. Perhaps there is an opportunity for the city to partner to improve landscaping and screening of existing surface lots, and to encourage owners to make small improvements by adding temporary planters or public art installations.

Section 2: Public Spaces/Walkability

Under "Recommendations" the Task Force may wish to consider adding an additional recommendation that the city look for pop-up opportunities before moving forward with the phased implementation of the Streetscape Plan. Resurfacing and implementing the Streetscape Plan, provides the city with an opportunity to carryout "pop-ups" and "pilot" programs, such as changes to parking orientation, temporary bump-outs, or parklet designations before making the actual improvements. Public Works, Parks, Planning, and the Downtown Development Division (DDD) should coordinate to capitalize on these opportunities.

Section 3: Public Parking

- Consider adding the following references to the “Planning Documents References” Section:
 - Goal D-5 Continue to develop a multi-modal transportation network in Downtown
 - D-51 Improve parking conditions, access, and encourage shared public and private parking spaces.
- Under the “Recommendations” section, the Task Force may wish to encourage shared parking of private lots with other businesses and residents, especially for businesses that have staggered hours. Some businesses are already renting lots to food trucks or shuttles, but there may be other opportunities.

Section 4: Catalyst Projects

Under “Additional Information” for the Market Street Garage, the Task Force may want to add that, although improvements, such as lighting and new gates, were installed or are proposed, these improvements can be reused in a new structure if/when the garage is torn down.

Under “Additional Information” for the Library, the Task Force may want to add that Planning Division never reviewed the proposal for expanding the Library in its existing location, which went to council earlier this year. Planning offers the following comments and identifies the following challenges associated with the Library Expansion proposal:

1). The Library site is difficult to access by car or walking. It is landlocked on the east side by US-51 and access is limited to the South by Oakland Ave and the Railroad Tracks. Business Highway 51/East Street creates a physical and visual barrier separating the Library (at its current location) from Downtown. Expanding at the existing location may be less effective for achieving downtown revitalization as well as improving walkability and access to public resources.

2). Option 1 shows the expansion of a library and the construction of a massive surface parking lot that stretches south to connect to the Constitution Trail and Railroad Tracks. Realizing Option 1 would require vacating E. Jackson Street between S. Prairie St. and East St. This disrupts the grid pattern and reduces connectivity in the area. Furthermore, it decreases access for the Public Works site west of the library, possibly limiting its future redevelopment potential.

2a). The Comprehensive Plan identifies Crime Prevention Through Environmental Design (CPTED) as a tool for improving the physical environment to enhance public safety. A large surface parking lot landlocked by a railroad track and Constitution Trail encourages a large volume of space with a low level of activity and contradicts the CPTED principals. Parking at this location should incorporate safe design and to encourage a more effective use of land. Nonetheless, the added surface parking would most likely increase the need for parking lot lighting and could negatively affect the surrounding property owners. The site development process should address these considerations/concerns.

3). Options 2 and 3 proposed to council also require vacating E. Jackson Street and create the same concerns as listed above. Additionally Options 2 and 3 incorporate retail into the redevelopment of the existing location. New retail at this library site competes with existing downtown businesses and revitalization efforts. The current zoning, S-2 Public Lands and Institutions, does not allow retail and would need to be amended. Staff is also concerned about the negative impacts new retail in the existing library location could have on the adjacent residential district.

4). The proposals should receive a more thorough review by the Public Works Department, Water Department, Fire Department, Parks Department, and Community Development Department for consistency with city codes and ordinances, comprehensive plans, circulation, and to ensure sewer and water are adequately sized at this location to accommodate the new development.



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: January 8, 2018

SUBJECT: Discussion and possible direction on the operational structure of the John M. Scott Health Trust.

RECOMMENDATION/MOTION: Review, discuss and provide direction on the operational structure of the John M. Scott Health Trust.

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

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

BACKGROUND: On August 22, 2016, City of Bloomington Township Supervisor Deb Skillrud and members of the John M. Scott Commission (“Commission”) both gave presentations to the City Council outlining their vision for the future operation of the John M. Scott Health Trust (“Trust”). A subsequent meeting was held on April 24, 2017, wherein an audit from the Bronner Group was presented, along with options for the operational structure of the Trust. At that meeting, there appeared to be a consensus to transition to a model that focused primarily on grants, with one of the grants being to the City of Bloomington Township for the provision of direct services as warranted.

To accomplish this and to lower the administrative costs associated with the Trust, the City would take back over administration of the Trust by utilizing its current grant coordinator, Jennifer Toney, to handle any limited work necessary. City staff is still reviewing the total time commitment that would be needed and the costs associated with same. It is anticipated this would be cost neutral to the City as the Trust would reimburse the City for any necessary employment costs. Additional details will be forthcoming on this component of the change.

In furtherance of the apparent consensus, the Trust’s attorney, Tom Herr, has worked with various individuals to develop an Amended Declaration of Trust and new bylaws. These are now being presented for full Council review to see if they are acceptable and to confirm this is the direction desired. If the Council is supportive of the revised documents, these issues will come back at a future meeting for final consideration, including ordinances to dissolve the existing intergovernmental agreement and to approve the revised Trust documents.

Under the Amended Declaration of Trust, monies from the Trust would be used to “fund grants to financially support organizations and initiatives that prevent illness and promote health and well-being of McLean County residences who have limited access to healthcare or the inability to pay for needed healthcare services.” The Bylaws provide that the City of Bloomington

Township shall be an eligible grant recipient and may submit grant proposals consistent with the intent and purposes of the trust to provide unmet services to those who have limited access to healthcare or the inability to pay for needed healthcare services. As part of any proposal, the Township Supervisor shall comply with any operational procedures, deadlines, needs assessment or requests for proposals that are required of all grant recipients, and will detail the services to be provided and why said services are currently unmet needs of the population to be served. As an alternative to putting this language in the Bylaws, the language could be placed in the Amended Declaration thereby requiring court action to modify it in the future.

Under the documents, the Commission is purely advisory and makes recommendations to the City Council, as Trustee, of which grants and initiatives to fund.

As to the make-up of the Commission, the revised Declaration of Trust provides there shall be eleven (11) commissioners who are either residents of McLean County or employed within McLean County. The documents call for five members to be health care professionals from multiple disciplines (with two being from primary care and mental health), as well as experts in finance, grant administration and the healthcare of the underserved population. The City Council may also appoint one member to represent the Township Supervisor of the City of Bloomington or other designee to represent McLean County Township Supervisors. Alternatively, the language could be revised to state the City of Bloomington Township Supervisor is a standing member of the Commission. Finally, one member shall be appointed to represent the Second Presbyterian Church of Bloomington in accordance with John M. Scott's Last Will & Testament.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: For discussion purposes and direction only.

COMMUNITY DEVELOPMENT IMPACT: *(If applicable)*

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Legal 1B Amended Declaration of Trust
- Legal 1C Amended Bylaws of John M. Scott Healthcare Commission
- Legal 1D August 22, 2016 Council Memo (w/o attachments)
- Legal 1E April 24, 2016 Council Memo (w/o attachments)

**JOHN M. SCOTT HEALTH CARE TRUST
AMENDED DECLARATION OF TRUST**

This Amended Declaration of Trust (the “Trust”) is executed by the City of Bloomington, an Illinois municipal corporation, in its capacity as the duly appointed and acting Trustee of the John M. Scott Health Care Trust. This Trust is executed in accordance with an Order entered or to be entered by the Circuit Court of the Eleventh Judicial Circuit, McLean County, Illinois, (the “Court”) in a pending chancery proceeding entitled *In the Matter of the City of Bloomington, Trustee of the John M. Scott Health Care Trust*, Cause No. 81-CH-135.

This instrument amends, restates and replaces in its entirety all prior Declarations of Trust and Intergovernmental Agreements and sets forth a method for implementing the trust provided for in paragraph Eleventh of the Last Will and Testament of John M. Scott dated February 2, 1897 in a way which is viable, efficient and which closely meets the charitable intentions envisioned by John M. Scott to serve “sick or otherwise disabled persons male or female old or young without regard to nationality or religious beliefs no matter from what cause such sickness or disability may arise and who may not be able to pay for medical care and attention...”

The City of Bloomington (the “Trustee”) shall hold all trust assets and all other property subsequently given to the Trust (the “Trust Estate”) in trust subject to the provisions of this instrument.

Article 1

Name of Trust; Designation of Trustee

1.1 Name of Trust. The Trust shall continue to be known as the John M. Scott Health Care Trust.

1.2 Trustee Designation. The City of Bloomington shall serve as Trustee. The Trustee may resign by filing a Petition for Resignation with the Eleventh Judicial Circuit, McLean County, Illinois, but shall continue to serve as Trustee until a successor is appointed by the Court.

Article 2

Trust Amendments

2.1 Permissible Trust Amendments. This trust is intended to qualify as a charitable trust for charitable purposes, exempt from income tax under applicable provisions of the Internal Revenue Code (the “Code”). The Trustee shall administer this trust accordingly and shall

have the power to alter and amend this trust agreement or any part hereof in any respect which the Trustee in its discretion deems to be necessary or advisable in order to obtain or maintain charitable or tax exempt status under the Code and to comply with any federal and state law and other applicable regulations governing tax-exempt status, charitable trusts, trust powers and administration.

2.2 Impermissible Trust Amendments. The purposes of the Trust shall not be altered, amended or changed except as authorized by the Circuit Court of the Eleventh Judicial Circuit, McLean County, Illinois.

2.3 Petition for Instructions. The Trustee may petition the Court at any time for instructions or clarification relating to administration, altering or amending the Trust.

Article 3 General Purpose of Trust; Non-Discrimination

3.1 Primary Trust Purpose. The primary purpose of the Trust is to provide grants to financially support organizations and initiatives that prevent illness and promote health and well-being of McLean County residents who have limited access to healthcare or the inability to pay for needed healthcare services.

3.2 Non-Discrimination. All grants and activities shall be made and conducted with equality and in a manner that is free from discrimination based on age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from the military service, criminal record, or any other basis prohibited by federal, state, or local law.

Article 4 Distributions

4.1 Annual Income. The net annual income from the Trust Estate shall be used to fund grants to financially support organizations and initiatives that prevent illness and promote health and well-being of McLean County residents who have limited access to healthcare or the inability to pay for needed healthcare services.

4.2 Principal. Unless required by the Code, the Trustee shall not invade corpus without prior approval of the Court.

Article 5

John M. Scott Health Care Commission

5.1 Appointment of Commission. The Bloomington City Council acting in its role as Trustee of the Trust shall appoint by resolution the members of the John M. Scott Health Care Commission (the “Commission”). The relationship of the Commission to the Trustee will be that of a trusted advisor. The Trustee will retain and exercise final decision making and fiduciary responsibility for administration of the Trust, including Commission membership, policy direction, funding or grant priorities, budgeting and appropriations.

5.2 Commission Members. The Commission shall be comprised of (11) eleven members who are residents of McLean County or individuals employed in said county who are committed to the mission of the Trust, provide the diversity necessary to address the various needs of the local population, and have professional skills to accomplish the objective and purposes of the Trust. At least five health care professionals from multiple disciplines shall be appointed as well as experts in finance, grant administration, and the healthcare of the underserved population. Two of the health care disciplines shall include primary care and mental health. In accordance with the original Last Will & Testament of John M. Scott, one member also shall be appointed to represent Second Presbyterian Church of Bloomington, following recommendation by the Elders of said church. The Trustee may also appoint one member to represent the Township Supervisor of the City of Bloomington or other designee to represent McLean County Township Supervisors.

5.3 Commission Procedures. Procedures for administration and authority of the Commission, voting, tenure, staff administrator, personnel, officers, committees, meetings, investments, conflicts of interest and other matters concerning corporate governance of the Commission shall be established by appropriate Bylaws, which shall be approved by the Trustee, and other written policies.

5.4 Purpose of Commission. The purpose of the commission is to make recommendations on the following matters to the Trustees:

- a. Bylaws, appointments, annual budget, investment and program policies;
- b. Identification of unmet community needs based on review of existing community assessments;
- c. Allocation of funds to organizations and community initiatives, such as collaboration among organizations, to address unmet needs;

d. Any other such matters as directed by the Trustees from time to time consistent with the intent of the Trust;

Article 6 Accounting, Trust Funds & Expenses

6.1 Accountings. The trustee shall file an annual Court account of all trust receipts, disbursements, and transactions and the assets comprising the Trust Estate.

6.2 Separate Trust Funds. All trust assets and funds shall be held separate and apart from all other funds belonging to or administered by the City of Bloomington.

6.3 Trust Expenses. The trustee, in its municipal corporate capacity, shall be entitled to reimbursement for all expenses incurred in connection with the Trust administration and to payment for equipment, facilities, services, wages and other costs incurred for the benefit of the trust.

6.4 Additional Contributions. The trustee is authorized to receive contributions of money and property from any source to be held and administered under the terms of this Trust. No such money or property shall be received or accepted, however, if it is conditioned or limited so as to require use for other than the purpose expressed herein, unless the trustee first elects to apply for and receives prior approval from the Court.

6.5 Determinations by Trustee. The trustee's reasonable determination of any question of fact shall bind all persons.

6.6 Third-Party Dealings. The trustee's certification that it is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

6.7 Exoneration of Trustee. If the trustee is acting in good faith, the trustee shall not be liable for any act or omission made.

6.8 Bond. The trustee need not give bond or surety.

Article 7

Trustee Powers

Subject to the express condition that the trustee shall neither possess nor exercise any power or discretion that would cause this trust not to qualify as a charitable trust, the trustee shall have, in addition to all powers granted by law, the following powers, to be exercised in a fiduciary capacity:

7.1 Retention. To retain any property transferred to the trustee;

7.2 Sale. To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms as the trustee sees fit;

7.3 Real and Tangible Personal Property. To make leases and subleases and grant options to lease; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

7.4 Investing. To invest prudently in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust or other securities, partnership interests, or investments the trustee considers to be a proper trust investment;

7.5 Rights as to Securities. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments, and to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

7.6 Conservation of Assets. To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

7.7 Delegation. To employ agents, attorneys, accountants, consultants, administrators, and proxies of all types (and to delegate to them those powers the trustee considers desirable);

7.8 Payment of Expenses and Taxes. To pay all expenses incurred in the administration of the trust and to pay all taxes imposed on the trust;

7.9 Determination of Principal and Income. To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal.

7.10 Compromising Claims. To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

7.11 Nominee Arrangements. To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

7.12 Liability Insurance. To purchase liability and casualty insurance of any kind for the protection of the trust estate, the trustee and the Commission, including comprehensive liability insurance;

7.13 Indemnification. The Trustee may indemnify (by separate agreement or by enacting bylaws) any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the trust) by reason of the fact that he or she is or was a member, officer, employee, or agent of the Trust or Commission.

7.14 Ability To Take Other Actions. To do all other acts to accomplish the proper management, investment, and distribution of the trust.

Article 8 Administrative Provisions

8.1 Trust Perpetual. This Trust is intended to be perpetual and the Trust may be terminated or dissolved only as ordered by the Eleventh Judicial Circuit, McLean County, Illinois.

8.2 Internal Revenue Code Compliance Provisions. The Trust is further subject to the following:

- a. It is intended that the income of the Trust not be subject to federal, state or municipal taxation; and the trust shall not engage in any activities, conduct or pursuit which would preclude such exclusion or exemption from such taxation.

b. The Trust, being organized exclusively for charitable and educational purposes, may make distributions to organizations in furtherance of its trust purposes and in accordance with §501(c)(3) of the Code.

c. No part of the net earnings of the Trust shall inure to the benefit of, or be distributable to the Trustee, its members, officers, or other private persons, except that the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

d. No substantial part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene in (including the publishing or distribution of statements concerning), any political campaign on behalf of any candidate for public office.

e. Notwithstanding any other provision of these articles, the Trust shall not carry on any other activities not permitted to be carried on (1) by a trust or corporation exempt from federal income tax under §501(c)(3) of the Code or (2) by a trust or corporation contributions to which are deductible under §170(c)(2) of the Code.

f. Upon dissolution of the Trust, the Trustee shall, after paying or making provision for the payment of all of the liabilities of the Trust, dispose of all of the assets of the Trust as ordered by the Eleventh Judicial Circuit, McLean County, Illinois. The Court shall distribute such assets exclusively for such purposes or to such organization or organizations as said court shall determine, that are organized and operated exclusively for charitable, educational, religious, or scientific purposes and as shall at the time qualify as exempt organizations under §501(c)(3) of the Code.

8.3 Controlling Law. The validity and effect of the trust and the construction of this instrument shall be determined in accordance with the laws of Illinois. The original situs and place of administration shall be the Eleventh Judicial Circuit, McLean County, Illinois.

Article 9 Definitions

9.1 Code. References to sections of the “Code” refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

Article 10

Captions and Context of Terms

10.1 Captions. Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Article 11
Acceptance of Trustee

11.1 Acceptance. The City Council, for and on behalf of the City of Bloomington, hereby accepts this trust, to be held upon the terms and conditions hereinbefore set forth, and authorizes execution of this Declaration of Trust by its Mayor and Clerk.

Signed on _____, 2018.

The City of Bloomington, by

Its Mayor, _____

Attest:

City Clerk

PREPARED BY:
Thomas E. Herr
Dunn Law Firm, LLP
1001 N. Main St., Suite A
Bloomington, IL 61701
Telephone: 309-828-6241
Fax: 309-828-8321

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

ARTICLE 1: NAME

The name of the organization shall be the John M. Scott Health Care Commission (the “Commission”). The Commission is established under Article V of the John M. Scott Health Care Trust (the “Trust”), as amended.

ARTICLE II: PURPOSE

Section 1: Purpose & Objective. The objective of the Commission is to advise the Trustee of the John M. Scott Health Care Trust in carrying out the purpose and intent of the Trust to financially support organizations and initiatives that prevent illness and promote health and well-being of McLean County residents who have limited access to healthcare or the inability to pay for needed healthcare services.

Section 2: Non-Discrimination. All grants and activities shall be made and conducted with equality and in a manner that is free from discrimination based on age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from the military service, criminal record, or any other basis prohibited by federal, state, or local law.

Section 3: Recommendations. The Commission shall make recommendations on the following to the Trustee:

- A. Bylaws, appointments, annual budget, investment and program policies;
- B. Identification of unmet community needs based on review of existing community assessments;
- C. Allocation of funds to organizations and community initiatives, such as collaboration among organizations, to address unmet needs; and,
- D. Any other such matters as directed by the Trustee from time to time consistent with the intent of the Trust.

Section 4: Methods of Accomplishing the Objective and Purpose. The Commission shall conduct business based on the principle that unmet healthcare needs exist among the economically disadvantaged residents of McLean County, Illinois. The Commission shall actively participate in selecting and recommending to the Trustee those goals and funding initiatives consistent with the intent of the Trust and as set forth in the Declaration of Trust, as may be amended. In the spirit of a working partnership, the Commission shall specifically work to:

A. Assess the status of the health care of the economically disadvantaged residents of McLean County.

B. Support organizations and initiatives that are consistent with the intent of the Trust.

C. Address needs that are underfunded or unfunded by other private and public resources, to accomplish the purpose of the Trust.

D. Support community initiatives that encourage collaboration among organizations to improve access, quality and cost-effectiveness of services to the economically disadvantaged.

ARTICLE III: DUTIES AND RELATIONSHIPS

Section 1: Membership. The following provisions shall govern the membership of the Commission.

A. The Commission shall be comprised of (11) eleven members who are residents of McLean County or individuals employed in said county who are committed to the mission of the Trust, provide the diversity necessary to address the various needs of the local population, and have professional skills to accomplish the objective and purposes of the Trust. At least five health care professionals from multiple disciplines shall be appointed as well as experts in finance, grant administration, and the healthcare of the underserved population. Two of the health care disciplines shall include primary care and mental health. In accordance with the original Last Will & Testament of John M. Scott, one member also shall be appointed to represent Second Presbyterian Church of Bloomington, following recommendation by the Elders of said church. The Trustee may also appoint one member to represent the Township Supervisor of the City of Bloomington or other designee to represent McLean County Township Supervisors.

B. All Commissioners serve at the pleasure of the Trustee.

C. The Commission may appoint from time to time ad hoc members, as deemed necessary for its purposes, such as to enhance skills required for the work of committees. Ad hoc members have no voting rights.

Section 2: Appointments.

A. The Commission shall consist of eleven (11) members as designated in Article III, Section 1.A. All Commission member terms, except for those designated by the Declaration of Trust to serve, shall be for three (3) years. A Commissioner may serve more than one term but no more than three consecutive terms, unless such expertise is unavailable from others at the time, as determined by the Trustee and required to meet the objectives and purposes of the trust. Any

individual office holders shall also be permitted to serve more than three consecutive terms.

B. At the time of adoption of these Bylaws, current members may continue on the Commission to complete their current terms, and serve for additional terms with Trustee reappointment. This allows for staggering of terms as created by the original bylaws with the purpose to ensure continuity and permanent cohesiveness.

C. Any person appointed to fill a vacancy prior to the expiration of the term from a predecessor with the necessary skill set, will be eligible to serve for the remainder of such term and then serve for additional consecutive terms, as designated above.

Section 3: Voting.

A. Each member shall have one vote.

B. Whenever a Commissioner has a financial or personal interest in any matter coming before the body, the member shall a) fully disclose the nature of the interest and b) withdraw from discussion and voting on the matter. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

Section 4: Removal. Each of the appointed Commission members may be removed by the Trustee for cause on recommendation of the Commission to the Trustee or at the request of the Trustee. The Commission will immediately recommend a replacement based on needed expertise and criteria for membership.

Section 5: Resignation. Any Commission member may resign by giving written notice to the Trustee and to the Commission chairperson. Such resignation shall take effect at the time specified in the written notice.

Section 6: Relationships.

A. Trustee: The Bloomington City Council acting in its role as Trustee of the Trust shall appoint by resolution the members of the Commission. The relationship of the Commission to the Trustee will be that of a trusted advisor. The Trustee will retain and exercise final decision making and fiduciary responsibility for administration of the Trust, including Commission membership, policy direction, funding or grant priorities, budgeting and appropriations. To this end, as advisors, the Commission shall actively search for methods to improve the health care for the underserved, participate in selection of meaningful organizations and initiatives to fund; and recommend to the Trustee to either continue, alter, add, delete funding of current/new organizations and initiatives based on regular evaluation of outcomes and consistent with the intent of the Trust.

B. Staff Administrator: A Staff Administrator shall be appointed by the Trustee to act as the primary administrative resource to the Commission, with the following duties and responsibilities:

1. The Staff Administrator shall be a City employee. As such he/she shall be directly responsible for maintaining all administrative and records and files, all financial documents and fiscal management in and for the name of the Trust, the Trustee and the Commission.

2. The Staff Administrator shall ensure that minutes of all Commission and committee meetings are recorded, revised and modified with approval of the respective Commission or Commission committees. He/she shall have custody of all minutes and records of the Commission within the City of Bloomington official offices. The Staff Administrator is responsible for notifying all regular Commissioners of meetings and committee meetings as designated by the respective Chairpersons. The Staff Administrator is responsible for custody of the annual Court Reports and all formal Trust documents.

3. In collaboration with the Chairperson, the Staff Administration shall communicate information regarding meetings to the Commissioners and to the Trustee and serve as the liaison to various organizations in the community that may be impacted by funding. In collaboration with the Grants Committee, he/she will be responsible for sending requests for proposals and provide support to the Grants Committee for review, contracting, and evaluation of approved grants.

4. In collaboration with the Finance and Budgeting Committee, he/she shall prepare an annual budget for Commission review and be responsible for causing an independent, annual audit of financial affairs. The Staff Administrator shall also be responsible for the annual Trust Report to the Court, after first presenting said Report to the Commission for review, with final approval by the Trustee.

5. The Staff Administrator shall report at least quarterly to the Trustee.

6. The Staff Administrator shall be a non-voting member on the Commission and considered to be a representative of the Trustee when so directed.

C. Township. The City of Bloomington Township shall be an eligible grant recipient and may submit grant proposals consistent with the intent and purposes of the trust to provide unmet services to those who have limited access to healthcare or the inability to pay for needed healthcare services. As part of any proposal, the Township Supervisor shall comply with any operational procedures,

deadlines, needs assessment or requests for proposals that are required of all grant recipients, and will detail the services to be provided and why said services are currently unmet needs of the population to be served.

ARTICLE IV: OFFICERS

Section 1: Officers. The officers of the Commission shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer.

Section 2: Election of Officers. Nomination and election of officers shall be made from the floor at any meeting prior to the beginning of the fiscal year. Candidates for each office receiving a simple majority of the membership present (a quorum being necessary), at the specified meeting shall be declared elected and shall serve for one year, or until their successors are elected. No officer shall serve more than three consecutive terms in the same office unless otherwise permitted by vote a majority of the members. Vacancies in offices shall be filled immediately by the election procedure specified above.

Section 3: Duties of the Officers.

Chairperson: The Chairperson shall preside at all meetings of membership and appoint committee membership with the approval of said membership. The Chairperson shall chair the Executive Committee.

Vice-Chairperson: The Vice-Chairperson shall perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform his/her duties.

Secretary: The secretary shall collaborate with the Staff Administrator in recording of minutes at all regular meetings. The secretary shall also collaborate with the Staff Administrator to ensure that all communications to the public, including through the website, are current and valid.

Treasurer: The treasurer shall provide oversight with the Staff Administrator in all aspects of Trust finances and shall serve as chairperson of the Finance and Budgeting Committee and as member of the Investment Committee.

ARTICLE V: COMMITTEES

Section 1: Committees. The Commission shall consist of these standing committees.

1. Executive Committee
2. Finance and Budgeting Committee
3. Grant Committee

4. Investment Committee

Ad Hoc Committees may be created to perform certain specific functions on a temporary basis. These temporary committees will be disbanded when their specific functions have been served.

Section 2: Committee Structure and Duties. With the exception of the Executive Committee, the number of committee members on each committee shall be subject to Committee needs and concomitant Commissioner expertise.

A. Executive Committee. Executive Committee shall be chaired by the Commission Chairperson and be comprised of the four officers. The Staff Administrator will provide support to the Executive Committee as needed. The Executive Committee shall serve as a Nominating Committee for new Commissioners, submitting recommendations to the Commission based on criteria established in the Bylaws. The Executive Committee shall annually provide input to the City Manager on the Staff Administrator performance; and other issues that may come before the body from time to time.

B. Finance and Budgeting Committee. Finance and Budgeting Committee shall be chaired by the Treasurer and shall be responsible for the following: collaboration with the Staff Administrator on preparation of the annual budget; collaboration with Staff Administrator on an annual, independent audit; and review of ongoing financial policies and reports.

C. Grant Committee. The Grant Committee shall be responsible for recommendations to the Commission on the following: funding policies, community needs, and allocation of grant funds.

D. Investment Committee. The Investment Committee shall be responsible for recommendations and reporting to the Commission on the following: investment policies, performance of any outside investment manager, performance goals for the portfolio, and investment developments prior to the budgeting process. The Treasurer shall serve as a required member of this committee.

ARTICLE VI: MEETINGS

Section 1: Regular Meetings.

Regular meetings will be held at least quarterly, complemented by regular and special committee meetings. The Staff Administrator and Chairperson shall prepare the agenda for Commission meetings. Commission members shall submit agenda items to the Chairperson one week prior to the scheduled meeting. The Staff Administrator shall provide all members with the written agenda, or notice of cancellation for these meetings not less than four (4) days in advance of the meetings.

Section 2: Special Meetings.

Special meetings may be called by the Chairperson. The Staff Administrator shall notify all members in the manner directed by the Chairperson in advance of such special meetings. The notice shall specify the purpose of such meeting and no other business may be considered except by unanimous consent of the Commission members.

Section 3: Quorum.

A simple majority of current members shall constitute a quorum. A quorum will be necessary to transact official business; however, informal discussion can take place when a quorum is not present. A simple majority vote of the voting members present shall be required to pass motions before the membership.

Section 4: Attendance at Meetings.

Any Commissioner who fails to materially participate or regularly misses scheduled meetings during a term year without an excuse which is accepted by a simple majority of the membership present (a quorum being necessary) at which the question is raised, shall be given written notice by the Chairperson of such absences and with said notice shall be requested to notify the Chairperson as to the intentions with respect to continued membership in the Commission. By a majority vote of the members present at the meeting at which the question is raised, the Commission may recommend appropriate action concerning the status of such member.

Section 5: Committee Meetings.

Committees shall meet regularly as determined by the Committee's Chairperson in collaboration with committee members. The schedule of regular meetings shall be set early in the fiscal year to ensure accomplishment of all committee responsibilities. Minutes of all meetings shall be recorded, and upon approval, filed by the Staff Administrator. Commissioners may also attend Committee meetings other than those to which assigned.

Section 6: Transparency of meetings.

The Illinois Open Meetings Act shall not apply to the meetings of the Commission unless otherwise required by law. Notwithstanding, all actions and reporting of the Commission and its committees shall be conducted in a manner to ensure greatest transparency to the public.

Section 7: Participation by Conference Call.

Meetings may be held by conference call, assuming all members participating can hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed.

Members may participate by conference call, with full voting privileges, as long as all members can hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed.

Section 8: Citizen Participation.

In keeping with the spirit and intent of the Trust, the Commission may desire to receive input from concerned citizens, groups and/or agencies regarding unmet health care needs within McLean County. This will be accomplished in the following manner.

1. **Scheduled Participation.** Any person, group, and/or agency having business, i.e., concerns for unmet health care needs, may speak when prior arrangements to do so have been made with the Chairperson of the Commission or one of its Committees. A specific time to speak will be reserved on the agenda.
2. **Unscheduled Participation.** Any person, group and/or agency having business, i.e. concerns for unmet health care needs, not having made prior arrangements with the Chairperson to speak before the Commission may be allowed to speak upon passage of a motion to suspend the Rules temporarily to allow citizens to address the Commission.

Section 9: Executive Session. An executive session of the board may be called by the Chairperson under the following circumstances: (a) on the advice of legal counsel or the Trustee, (b) to discuss current pending legal matters, (c) to consult with the auditors and consultants, (d) to acquire or dispose of property, (e) to discuss or act on personnel issues, or (f) to address such other matters as the commission deems appropriate. At the option of the Chairperson, or upon majority vote of the commissioners, an executive session of the commission may be called. While in executive session, only commission members and individuals invited by the Chairperson may be present. At the option of the Chairperson, officers and other persons may be excused. Commission members may discuss the business conducted in an executive session only with other commission members, persons present in the executive session by invitation of the Chairperson, and others upon advice of counsel. Those present will be reminded that the executive session deliberations and minutes are confidential.

ARTICLE VII: PARLIAMENTARY AUTHORITY

Section 1: Election to Use Robert's Rules. The Chairperson may but is not required to adopt and use the latest published "Robert's Rules of Order Revised" at any meeting to serve as a guide in so far as is applicable and consistent with these Bylaws.

ARTICLE VIII: FINANCES

Section 1: Funds from the Trust.

The Commission may request monies from the Trust or Staff Administrator from the City of Bloomington administration to enable it to adequately carry out its responsibilities, provided such requests are submitted in writing to the Trustee, and are in harmony with the provisions of the Trust itself.

Section 2: Gifts and Donations.

Any gift or donation received by the Commission from either the public or private groups and/or individuals to help them carry out the provisions of the Trust, shall be turned over to the Trustee to be used in accordance with the Trust itself. However, no such gifts or donations shall be received or accepted if conditioned or limited so as to require use for other than the intent and purposes stated in the Trust, unless the Trustee first elects to apply for and receives prior approval from the Court.

ARTICLE IX: INDEMNIFICATION & INSURANCE

Section 1: Indemnification. The Trustee may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the trust) by reason of the fact that he or she is or was a member, officer, employee, or agent of the Trust or Commission, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Commission and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 2: Determination of Conduct. Any indemnification under this Article (unless ordered by a court) shall be made by the Trustee only as authorized in the specific case, upon a determination that indemnification of the member, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 of this Article. Such determination shall be made by the Trustee.

Section 3: Insurance. The Trustee shall, if such coverage is available, purchase and maintain insurance on behalf of any person who is serving as a Commissioner, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such.

ARTICLE X: AMENDMENT OF BYLAWS

Section 1: Bylaw Review & Amendment. The Bylaws shall be reviewed periodically by the Commission who shall make recommendations for changes and amendments to the Trustee. The Trustee shall have sole discretion to alter or amend these Bylaws.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of the John M. Scott Healthcare Commission were approved by the Trustee on _____, 2018 and constitute a complete copy of the Bylaws of the commission.

Signed on _____, 2018.

The City of Bloomington, by

Its Mayor, _____

Attest:

City Clerk

PREPARED BY:
Thomas E. Herr
Dunn Law Firm, LLP
1001 N. Main St., Suite A
Bloomington, IL 61701
Telephone: 309-828-6241
Fax: 309-828-8321



FOR COUNCIL: April 24, 2017

SUBJECT: John M. Scott Trust

RECOMMENDATION/MOTION: Review, discuss and provide a consensus on the operational structure of the John M. Scott Health Trust.

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

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

BACKGROUND: On August 22, 2017, City of Bloomington Township Supervisor Deb Skillrud and members of the John M. Scott Commission (“Commission”) both gave presentations to the City Council outlining their vision for the future operation of the John M. Scott Health Trust (“Trust”). No decision was made at the meeting and instead the Council requested additional information and a formal evaluation of the Trust. Bronner Group, LLC was thereafter retained to do an audit and assessment of the Trust to help ensure the Council makes an informed decision on the best operational structure. As part of that assessment, they outlined the three abbreviated options below for how operation of the Trust may be structure. More in depth descriptions of the options can be found on pages 23 and 24 of Bronner’s attached audit and assessment.

Option 1. Maintain the Current Operating Model

- Contemplates continued provision of both direct services and grants;
- Allow both Commission and Township Supervisor to separately propose an operating budget to the City Council for final determination;
- Allows flexibility; and
- Would require evaluation and likely revision of various Trust documents to clarify roles and responsibilities.

Option 2. Transition to Grants Only Model

- Contemplates dissolution of the IGA and Township no longer serving as administrator;
- Commission would provide oversight of the grant making and monitoring process;
- More discussion needed on administrative functions and process (i.e., staff person, 501(c)(3) creation, City personnel, etc.);
- Would require evaluation and likely revision of various Trust documents; and
- Recommended by Bronner Subject Matter Expert

Option 3. Hire an Executive Director to Administer the Trust

- Essentially replace the Township as administrator of the Trust with a full-time Executive Director;
- Executive Director could help set vision (i.e., grants, direct services, or both);
- Has several open questions and could increase costs; and
- Would require evaluation and likely revision of various Trust documents.

Township Supervisor Skillrud has provided her response to the options offered by Bronner, along with a specific proposal offered by her. The Commission has also offered a specific proposal and vision statement. These documents, along with the 2016 Council Memo that outlines the background and existing Trust structure are all attached.

A representative from Bonner Group will be at the meeting to go over the different options and answer any questions related to its assessment. In addition, Township Supervisor Skillrud and representatives from the Commission will be in attendance to answer any questions and present on their proposals should the Council desire to hear from them.

The objective of the meeting is for the Council to reach a consensus on one of the options. Once an option is selected, staff will begin working on any necessary changes to the existing agreements and/or the Trust documents for formal approval at a future date.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales

Attachments:	Attachment 1.	Bronner Audit & Assessment of the John M. Scott Health Trust
	Attachment 2.	Supervisor Skillrud Documents <ul style="list-style-type: none">• Supervisor's Proposal• PowerPoint Slides• Supervisor's Response to Bronner Assessment
	Attachment 3.	JM Scott Commission Documents <ul style="list-style-type: none">• Commission Proposal• Commission Vision Statement• Memo from Trust Attorney Herr
	Attachment 4.	2016 Council Memo & Attachments



**SPECIAL CITY COUNCIL MEETING
AGENDA ITEM NO. 8**

FOR COUNCIL: August 22, 2016

SUBJECT: Presentation and discussion on the John M. Scott Trust and Future Direction.

RECOMMENDATION/MOTION: Accept information and begin the process of evaluating proposals and providing direction on the operation of the John M. Scott Trust.

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

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

BACKGROUND: Judge John M. Scott was a Justice of the Illinois Supreme Court in the 1880's. He was a resident of McLean County and was head of the McLean County Historical Society in 1892. Judge Scott died on January 1, 1898, and in accordance with his Last Will and Testament, money was to be set aside upon the death of the last surviving annuitant in a trust to erect and construct a building suitable for a hospital to be used for hospital purposes, to be forever under the direction and control of the City of Bloomington. The hospital was to be for the "benefit of all sick or otherwise disabled persons, male or female, old or young, with-out regard to nationality or religious beliefs no matter what cause such sickness or disability may arise...and who may not be able to pay for needed care and attention in such hospital and in such numbers only as the capacity of such hospital will reasonably accommodate." The Last Will and Testament states:

It is particularly desired that all persons who may be injured by accident and who may have no friends at hand to care for them or who may have no money or other means to pay for care and medical or surgical services may be admitted into such hospital for treatment for such length of time as shall be reasonable under all the circumstances provided that any person who may wish to be admitted to such hospital for treatment or for human care, and who may be able to pay for the same, may be admitted and be charged only a reasonable sum for such care and treatment.

In the early 1980's, the last annuitant passed away and the Circuit Court took up how to handle the remaining assets of the trust. As a result, the court awarded 55% of Scott Trust assets (approximately \$5,400,000) to the City of Bloomington for the purpose of implementing the terms of the trust created under the will. Currently, there is approximately \$11,300,000, being held within the Trust.

In the 1880's, when Judge Scott's will was drafted, there were no hospitals in the Bloomington area. However, by the 1980's, when the trust became active, the Bloomington-Normal area had multiple hospitals and various other medical facilities. Accordingly, the trust, as created, was updated as necessary with the community's existing medical situation. Specifically, Article II of the Declaration of Trust that was approved by the Circuit Court stated the Trust's purpose as follows:

...to provide health care for the use and benefit of all sick or otherwise disabled persons, no matter from what cause such sickness or disability may arise, and who may not be able to pay for needed care and attention; and to conduct health-related informational and educational programs and activities to assist such persons in preventing illness and promoting good health.... Article II.

In accordance with the Article III of the Trust, the purpose outlined in Article II, was to be accomplished through the John M. Scott Health Care Program (“Program”). In accordance with the Trust, this Program is to:

- a. Provide access to the existing health care system for persons who may not be able to pay for needed care and attention by (1) performing limited, non-emergency, physical assessments for such persons who believe themselves to be ill or in need of treatment; (2) making referrals to appropriate doctors, dentists, clinics, hospitals, and similar professional personnel or facilities; (3) providing or arranging for transportation to and from such health care personnel and facilities; (4) acting as an advocate on behalf of such persons with respect to appointments, communications and administration within the health care system; and (5) making payments upon behalf of such persons to those persons and facilities who may have provided authorized services within the health care system.
- b. Provide care in existing, local hospitals (St. Joseph, Mennonite and Brokaw) for such persons who may not be able to pay for needed care and attention (1) by making direct payment for qualified, identified patients, and (2) by grants-in-aid. Such payments and grants-in-aid will be made and applied in accordance with published guidelines to be promulgated by the trustee for the purpose of establishing criteria and procedures determined to be necessary or desirable to identify qualified patients and to control expenditure of such grants-in-aid.
- c. Acquire diagnostic or laboratory equipment not otherwise readily available in the local health care system for use in local hospitals, clinics, and other health care facilities; or for use in the John M. Scott Health Care Center.

Under the Trust, a facility to be known as the John M. Scott Health Care Center (“Center”) was to be created. This was initially located within the City’s Township Building and it continues to be housed there today.

The Trust provides the Program is to be “forever under the direction and control” of the City, as Trustee. Further, under the continuing jurisdiction of the Circuit Court, the City Council, as trustee, retains and exercises responsibility for the policy direction, program priorities, budgeting and appropriation. The Trust further creates the John M. Scott Commission to be appointed to advise the City, as Trustee, on the following: (a) the development of the Center; (b) planning of the program; and (c) such other matters as directed by the Trustee from time-to-time.

The Commission is made up of the Township Supervisor, as well as representatives from various other medical and charitable organizations within McLean County.

Historically, the Center was managed out of the Township Supervisor’s office in the years of Maxine Shultz. In 1984, the City took over administration and staffing for the Center from the Township. The Director of the Center was then elected as Township Supervisor in 2001 and the

Center's administration moved back to Township. Accordingly, the City currently, through an Intergovernmental Agreement, utilizes the City of Bloomington Township Supervisor's Office as the entry point into the system in order to determine eligibility, refer clients to health care facilities or screening program, assess fees and approve payments from the Trust.

Prior to the Affordable Care Act, many programs and services were provided by the Center that served the needs of low income residents. Some of these programs included the provision of prescription medicine, adult dental, preventative adult dental in private offices, medical office visits, transportation for maternal/child and cancer treatment, mental health prescriptions, and valued vision.

Since the implementation of Affordable Care Act, the Center has seen a significant decline in the number of persons seeking and qualifying for services. In addition, the McLean County Health Department Valued Vision Program was cancelled.

The Center is now in a transition phase and direction is needed from the City Council, as trustee, on how to best meet the objectives of the Trust and Judge Scott's wishes. On Monday night, at least two visions for how the Trust could move forward will be outlined and presented. This may be the first of many meetings where these issues are discussed, and direction is sought, as the City Council fulfills its duties as Trustee of the John M. Scott Trust.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Declaration of Trust (with applicable portion of Last Will & Testament)
 - 1981 City Council Report
 - Intergovernmental Agreement
 - JM Scott Commission Bylaws
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