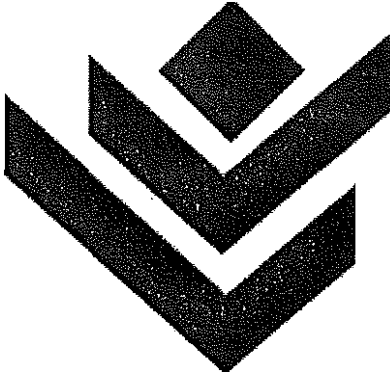




CITY OF
BLOOMINGTON
COUNCIL MEETING
MAY 14, 2018



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.



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, MAY 14, 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. Recognition and Swearing in of the new Chief of Police.
 - B. Recognition of Firefighter/Paramedic Christopher Moore on successfully completing his probation.
 - C. Proclamation declaring May 20-26, 2018 “Emergency Medical Services Week”.
 - D. Proclamation declaring May 2018 “Historic Preservation Month”.
 - E. Appointment of Brett Litwiller and Sara Crowley to the Citizens Beautification Committee.
 - F. Appointment of Dawn McBride to the Bloomington-Normal Sister City Committee (Japan).
 - G. Appointment of Kelby Cumpston to the Property Maintenance Review Board.
- 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

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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 April 23, 2018 Regular City Council Meeting, and approving the revised minutes of the September 25, 2017 Regular City Council Meeting. *(Recommend the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,701,115.49. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,701,115.49, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointments to Various Boards and Commissions. *(Recommend Brett Litwiller and Sara Crowley be appointed to the Citizens Beautification Committee, Dawn McBride be appointed to the Bloomington-Normal Sister City Committee (Japan), and Kelby Cumpston be appointed to the Property Maintenance Review Board.)*
- D. Consideration of an Annual Software Licensing Maintenance Payment with Tyler Technologies for various MUNIS modules in the amount of \$179,867.67, as requested by the Information Services Department. *(Recommend the Payment for Annual Software Licensing Maintenance with Tyler Technologies, covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) System, in the amount of \$179,867.67, be approved and the Purchasing Agent be authorized to issue a Purchase Order for the same.)*
- E. Consideration of a Public Highway At-Grade Crossing Agreement with the Union Pacific Railroad (UPRR) for an Easement, in the amount of \$3,100.00, to Construct Sidewalk across UPRR Industry Tracks along Washington Street as requested by the Public Works Department. *(Recommend the Public Highway At-Grade Crossing Agreement with the UPRR and the \$3,100.00 easement payment to UPRR be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of an Intergovernmental Agreement with the Town of Normal in the amount of \$13,377.89 annually for Cost-Sharing of Labor Costs and Equipment Usage Costs Incurred by the Town of Normal for Electronic Waste Recycling, as requested by the Public Works Department. *(Recommend the Intergovernmental Agreement for Cost-sharing of Labor Costs and Equipment Usage Costs Incurred by the Town of Normal for Electronic Waste Recycling in the amount of \$13,377.89 annually be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- G. Consideration of a Letter of Understanding with the Illinois Department of Transportation to make improvements of 1.335 miles of Veterans Parkway and Empire Street, as requested by the Public Works Department. *(Recommend the Letter of Understanding with the Illinois Department of Transportation to make improvements of 1.335 miles of Veterans Parkway and Empire Street be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of a Resolution Waiving the Formal Bidding Process and approving an Agreement with Evoqua Water Technologies for Odor Control Services for the Grove Sewage Lift Station, for approximately \$35,000 annually, as requested by the Public Works Department. *(Recommend the Resolution Waving the Formal Bidding Process and approving an Agreement with Evoqua Water Technologies for Odor Control Services for the Grove Sewage Lift Station, for approximately \$35,000 annually be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)*
- I. Consideration of an Ordinance approving a Petition from CIP, LLC, for a Final Plat for Airport Park 19th Addition Final Plat, located east of Ekstam Drive and south of Cornelius Drive, as requested by the Public Works Department. *(Recommend the Ordinance approving a Petition from CIP, LLC for a Final Plat for Airport Park 19th Addition Final Plat, located East of Ekstam Drive and south of Cornelius Drive be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 8, 2018 the request from Brandon Westfall and Kayleigh Schultz to allow moderate consumption of alcohol. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 8, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- K. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the Castle Productions, LLC d/b/a The Castle Theatre's Rock the 200 Block Concert Series on the following dates: Saturday, May 26, 2018, Sunday, May 27, 2018, Friday, June 8, 2018 and Saturday, August 25, 2018, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the Castle Productions, LLC d/b/a The Castle Theatre's Rock the 200 Block Concert Series on Saturday, May 26, 2018, Sunday, May 27, 2018, Friday, June 8, 2018 and Saturday, August 25, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- L. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 9, 2018. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 9, 2018, be approved, and the Mayor and City Clerk be Authorized to execute the necessary documents.)*

8. “Regular Agenda”

- A. Presentation and discussion by the Boys & Girls Club of Bloomington/Normal for the lease and/or sale of 3.25 acres of City park land inside Sunnyside Park for the development of a new facility, as requested by the Boys & Girls Club in consultation with the Parks, Recreation, and Cultural Arts Department. *(Recommend Council give City staff direction on whether to pursue an Agreement with the Boys & Girls of Bloomington/Normal for the lease and/or sale of the requested land within Sunnyside Park.) (Presentation by Tony Morstatter, Chief Executive Officer of the Boys & Girls Club, 20 minutes, City Council discussion, 10 minutes.)*
- B. Consideration of the Purchase of Neptune Water Meters and related accessories, as a limited source, for up to a maximum of \$900,000, for the Water Department FY 2019 Water Meter Installation Program from Ferguson Enterprises, as requested by the Water Department. *(Recommend the Purchase of Neptune Water Meters and related accessories from Ferguson Enterprises, as a limited source, be approved and the Procurement Manager be authorized to issue a Purchase Order.) (Presentation by Bob Yehl, Water Director, 10 minutes, City Council discussion, 10 minutes.)*
- C. Consideration of an Agreement with VenuWorks of Bloomington, LLC for the Solicitation of New Naming Rights for the Pepsi Ice Center as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend the Agreement with VenuWorks of Bloomington, LLC for the Solicitation of New Naming Rights for the Pepsi Ice Center be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Lynn Cannon, Executive Director of Grossinger Motors Arena, 5 minutes, City Council discussion, 5 minutes.)*
- D. Consideration of a Resolution dissolving the Intergovernmental Agreement for Operation of the John M. Scott Health Care program, approving New Bylaws, and directing the Filing of Amended Trust documents, as requested by the Administration and Legal Departments. *(Recommend the Resolution dissolving the Intergovernmental Agreement for Operation of the John M. Scott Health Care Program, approving New Bylaws, and directing the Filing of Amended Trust documents be approved, and the Mayor and City Clerk be authorized to*

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execute the Resolution.) (Presentation by Jeffrey Jurgens, Corporation Counsel, 10 minutes, City Council discussion, 20 minutes.)

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

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RECOGNITIONS



Council Date: May 14, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Recognition and Swearing in of the new Chief of Police.
- B. Recognition of Firefighter/Paramedic Christopher Moore on successfully completing his probation.
- C. Proclamation declaring May 20-26, 2018 “Emergency Medical Services Week”.
- D. Proclamation declaring May 2018 “Historic Preservation Month”.
- E. Appointment of Brett Litwiller and Sara Crowley to the Citizens Beautification Committee.
- F. Appointment of Dawn McBride to the Bloomington-Normal Sister City Committee (Japan).
- G. Appointment of Kelby Cumpston to the Property Maintenance Review Board.

PROCLAMATION

Historic Preservation Month May 2018

WHEREAS, *historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and*

WHEREAS, *historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and ethnic backgrounds; and*

WHEREAS, *it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and*

WHEREAS, *the City of Bloomington's appointed Historic Preservation Commission is dedicated to the protection and restoration of Bloomington's historic, cultural, and architectural heritage; and*

WHEREAS, *"This Place Matters" is a national campaign that encourages people to celebrate the places that are meaningful to them and to their communities, and Preservation Month is the perfect time to share it with the world, cosponsored by the City of Bloomington, Illinois and the National Trust for Historic Preservation*

NOW, THEREFORE, *I, Tari Renner, Mayor of Bloomington, Illinois, do proclaim May 2018 as*

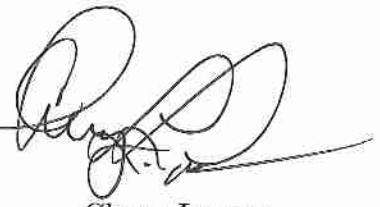
NATIONAL HISTORIC PRESERVATION MONTH

in the City of Bloomington, and call upon the people of Bloomington, Illinois to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 3rd day of May, 2018.*



Tari Renner
Mayor



Cherry Lawson
City Clerk

PROCLAMATION

Emergency Medical Services Week “EMS STRONG: Stronger Together” May 20 – 26, 2018

WHEREAS, Bloomington's Emergency Medical Services system is a vital public service; and

WHEREAS, the members of the Bloomington Fire Department are ready to provide life sustaining care to those in need twenty-four hours a day, seven days a week; and

WHEREAS, over the years the quality of emergency care has dramatically improved the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, our citizens benefit daily from the dedicated efforts, knowledge and skills of the emergency medical team, emergency medical technicians, paramedics, emergency nurses, emergency physicians, rescue squad workers, firefighters, public safety telecommunicators, public information, education and relations specialists, emergency vehicle maintenance technicians, administrators, educators, disaster response personnel, and, others who received specialized training and continuing education to enhance and maintain their lifesaving skills; and

WHEREAS, injury prevention, public education and the appropriate use of the Emergency Medical Services system will help reduce health care costs; and

WHEREAS, to recognize the value and accomplishments of the Emergency Medical Services team, we set aside a special period to observe the contributions of these men and women to our people here in the City of Bloomington, and the state of Illinois.

NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim
May 20 – 26, 2018, as

“EMEGRENCY MEDICAL SERVICES WEEK”

in the City of Bloomington and calls upon all citizens to observe this period with appropriate programs and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 10th day of May, 2018



Tari Renner
Mayor



Cherry Lawson
City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: May 14, 2018

SUBJECT: Consideration of approving the Minutes of the April 23, 2018 Regular City Council Meeting, and approving the revised minutes of the September 25, 2017 Regular City Council Meeting.

RECOMMENDATION/MOTION: 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.

The Meeting Agenda of September 25, 2017 had a scribe's error on the agenda for Agenda Item 8A which had been considered and approved by Council. However, the Council Minutes that were submitted and approved for September 25, 2017 carried forward the motion that was on the Council Agenda rather than from the Council Memo.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

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

Recommended by:

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

Steve Rasmussen
Interim City Manager

Attachments:

- April 23, 2018 Regular City Council Meeting Minutes
- September 25, 2017 Regular City Council Meeting Minutes (Revised).
- Item 8A from the September 25, 2017 Regular City Council Meeting

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, APRIL 23, 2018; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, April 23, 2018.

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

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

Staff Present: Steve Rasmussen, Interim City Manager; Jeffrey Jurgens, Corporation Counsel, Cherry Lawson, City Clerk; Scott Rathbun, Budget Manager; Brian Mohr, Fire Chief, Scott Sprouls, IS Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; and other City staff were also present.

Recognition/Appointments

- A. Recognition of Achievement to Eric Veal, Assistant Director of Parks, Recreation and Cultural Arts for attaining the professional designation of Certified Parks & Recreation Executive (CPRE).
- B. Proclamation declaring April 27, 2018 “Arbor Day.”
- C. Proclamation declaring April 21, 2018 “Comcast Cares Day.”
- D. Proclamation declaring May 6, 2018 – May 12, 2018 “Municipal Clerks Week.”
- E. Reappointment of John Hanson to the Airport Authority Board.
- F. Reappointment of Robert Bradley and William Gudeman to the Citizens’ Beautification Committee.
- G. Reappointment of Scott Koets and Jesse Smart to the Cultural District Commission.
- H. Reappointment of Ann Bailen to the Historic Preservation Commission.
- I. Reappointment of Anthony Jones to the Human Relations Board.
- J. Reappointment of Noha Shawki and Catrina Murphy to the Bloomington-Normal Sister City Committee (Japan).
- K. Reappointment of Dianne Hollister, Matt Watchinski, and Susan Mohr to the Library Board of Trustees.
- L. Reappointment of Eric Penn and Megan Headean to the Planning Commission.

M. Reappointment of William Bennett and Surena Fish to the Public Safety and Community Relations Board.

N. Reappointment of Angie Ballantini and Reenie Bradley to the Transportation Commission.

Presentation

A. Presentation and discussion on the McLean County Health Expenditure. (Presentation by Bill Wasson, McLean County Administrator, 20 minutes, City Council discussion, 10 minutes.)

Mr. Wasson provided a PowerPoint Presentation of the activities of the Behavioral Health Coordinating Council for the past year, and give you some information on projects that are underway that we anticipate within the next 12 months.

The Department of Justice Mental Health Criminal Justice Collaboration Grant was the first program that the BHCC was successful in obtaining a grant application in the summer of 2016 and funding was available in 2017. Through that program, we have over the last year in 2017 more than 100 public safety and health care staff have been trained in Critical Incident Training. Those sessions are conducted locally to allow police officers, firefighters, EMS personnel, individuals from behavioral health providers or hospital personnel to participate in that training.

A joint team from the Center for Human Services in the county that was for CIT implementation training in 2017, those provisions were matched for the grant purposes by county staff hours that are included in the grant provision. We also were successful in obtaining an Assisted Outpatient Treatment Training program for a team that included individuals...including Judge Foley from the circuit court, individuals from Advocate Broman and Chestnut Health Systems that went for Assisted Outpatient Treatment.

The County expanded a data sharing agreement with the University of Chicago Center for Data Science and Public Policy to provide for the development of predictive analytic capacities. There are two things as we talk about data analysis, data sharing that are our parallel goals for the program. Number one, our goal is to be able to share data so that, first responders in the field can make the best decisions possible about where to direct an individual. The second item is a much more long-term goal but it is a goal that we are committed to working with jurisdictions from across the country on and that is preventive prevention through predictive analytics.

The County continues to work with the Illinois State University Stevenson Center under a contract, and they have provided criminal justice information and analysis of our case management system data, we have also introduced work on the behavioral illness side as part of their work.

They have worked with Path over the last year. They County has been able to provide some assistance relative to information systems and hardware. They have worked with a national software provider that provides a vast majority of the HMIS data for local entities across the country on setting up software provisions for this data sharing. He believes this will be a benefit to communities across the country for that program, and they have provided a readiness incubator for a frequent users program for 10 nonprofits here in the community as part of this program.

The project is on time, on budget, there will be a renovation of the correctional facility, medical facility, and the pods...the new pods. The treatment areas that are provided on-site adjacent to those pods, will be available to us. They will revamp the old section, significantly expanding the medical treatment facilities as part of the program and that will take probably another nine months in 2019.

The BHCC also endorsed initiating in January 2019, a Super or Frequent User...Frequent Utilizer Systems approach, that is an extension of the program with CSH and the Laura and John Arnold Foundation.

Alderman Painter thanked Mr. Wasson for his informative presentation and his approach in carefully laying the groundwork for a sustainable outcome.

Alderwoman Schmidt stated the County has become better at identifying mental illness. She has this idea that state and federal funding in support of the safety net for mental illness is also dwindled at the same time. Mr. Wasson stated Alderman Schmidt is correct in her statement.

Alderman Black asked is there going to be a plan that we bring these types of conversations and update to this Council and Normal on a more ongoing basis. Mr. Wasson stated they have offered annually to provide this information. They made a presentation to the Town of Normal last year and they are making a presentation to Bloomington Council this year. Alderman Black echoed the concerns that Mr. Wasson has shared about the federal and state level funding going away and those deep concerns.

Alderman Mwilambwe thanked Mr. Wasson for his passion for this project. If I remember correctly, so the agreement for sales tax is about 20 years, right. Mr. Wasson stated that is correct. Alderman Mwilambwe asked what the outlook beyond those 20 years in terms of sustainability.

Mr. Wasson stated they would learn as they build the program, as it is their intention to put together a program that can be sustained beyond the 20 years when local funding is dedicated to it. In an effort to do that, they have to be smart and effective.

Public Comment

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

John Binning	Jeff Lindsay	Scott Stimerling
Terry Kirby	Mark Sperry	Carol Ringer
John Brandt	Ryan Esposito	Gary Lambert
Tom Miller (<i>Did not Speak</i>)	Betty Toland	Jim Grossman (<i>Did not Speak</i>)
Dale Whitwod	Sue Feldcamp (<i>Pulled</i>)	

“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 Schmidt and seconded by Alderman Painter that the Consent Agenda be approved with the exception of Item 8H.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8A. Consideration of approving the Minutes of the April 9, 2018 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 8B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$6,710,752.60. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,710,752.60, and orders drawn on the Treasurer for the various amounts, as funds are available.)*

The following was presented:

Item 8C. Consideration of Approving Reappointments to Various Boards and Commissions. *(Recommend John Hanson be reappointed to the Airport Authority Board; Robert Bradley and William Gudeman be reappointed to the Citizens' Beautification Committee; Scott Koets and Jesse Smart be reappointed to the Cultural District Commission; Ann Bailen be reappointed to the Historic Preservation Commission; Anthony Jones be reappointed to the Human Relations Board; Noha Shawki and Catrina Murphy be reappointed to the Bloomington-Normal Sister City Committee (Japan); Dianne Hollister, Matt Watchinski, and Susan Mohr be reappointed to the Library Board of Trustees; Eric Penn and Megan Headean be reappointed to the Planning Commission; William Bennett and Surena Fish be reappointed to the Public Safety and Community Relations Board; and Angie Ballantini and Reenie Bradley be reappointed to the Transportation Commission.)*

The following was presented:

Item 8D. Consideration of a Contract and Unit Prices with George Gildner, Inc. in an amount up to \$153,000.00 for the FY 2019 Grading and Seeding Contract (Bid #2018-43), as requested by the Public Works Department. *(Recommend a Contract and Unit Prices with George Gildner, Inc. for the FY 2019*

Grading and Seeding Bid (#2018-43) in an amount up to \$153,000.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)

The following was presented:

Item 8E. Consideration of a Contract, effective on May 1, 2018, with Midwest Fiber, Inc. for Single Stream Recycling Services (RFP #2018-49) as requested by the Public Works Department. *(Recommend a Contract with Midwest Fiber, Inc. for Single Stream Recycling Services (RFP #2018-49) be approved, effective on May 1, 2018, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 8F. Consideration of a four (4) year Contract with M.E. Simpson Co., Inc., in the amount of \$84,000.00, for the Water Department's Leak Detection Program Services (RFP #2018-47), as requested by the Water Department. *(Recommend a four (4) year Contract with M.E. Simpson Co., Inc., in the amount of \$21,000.00 per year (total of \$84,000 for four years), for Leak Detection Program Services be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 8G. Consideration of a Resolution Waiving the Formal Bidding Process and approving the purchase of a Police Priority Dispatch System from Priority Dispatch in the amount of \$55,623, as requested by the Police Department. *(Recommend a Resolution Waiving the Formal Bidding Process and approving the purchase of a Police Priority Dispatch System from Priority Dispatch in the amount of \$55,623 be approved, the Purchasing Agent be authorized to issue a Purchase Order, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

RESOLUTION NO. 2018 – 25

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS FOR THE PURCHASE OF A POLICE PRIORITY DISPATCH SYSTEM FROM PRIORITY DISPATCH IN THE AMOUNT OF \$55,623, AS REQUESTED BY THE POLICE DEPARTMENT

The following was presented:

Item 8H. Consideration of a Resolution Waiving the Formal Bidding Process and authorizing City Staff to continue disposing Leaf and Grass Material (Bid #2018-46) on the property of Chris Witte at a rate of \$3.50 per cubic yard, as requested by the Public Works Department. *(Recommend a Resolution Waiving the Formal Bidding Process be approved, and authorize the disposal of Leaves and Grass Material (Bid #2018-46) on Chris Witte's property at a rate of \$3.50 per cubic yard, and the Mayor and City Clerk be authorized to execute the necessary documents.)* ***Pulled from the Consent Agenda.***

Alderman Painter stated she has questioned this item for the third year in a row. Why is the City paying to haul this compostable material to a local farmer, and then we pay him about \$35,000 to lay this enrichment

on his soil? The City has farmland, why not used in the City. It was mentioned that you could take it out behind the firing range and burn it.

Mr. Karch stated they like it when people want to compost. For the City, they have not found a cheaper alternative than \$35,000. When they looked at the adding brush to the firing range, they found it to be problematic with the IEPA. They had hoped that it would not be an issue; however, they have some challenges to deal with and will need additional time to review it. The plan is to develop a long-term solution to the problem.

RESOLUTION NO. 2018 – 26

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE CONTRACT FOR DISPOSAL OF LEAVES AND GRASS (BID#2018-46)

Motion by Alderman Schmidt and seconded by Alderman Painter that Item 8H be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8I. Consideration of:

(a) An Ordinance approving a budget amendment to reallocate the remaining FY18 Harriet Fuller Rust Grant funds to the Capital Improvement Fund and

(b) A Resolution authorizing a Change Order for \$64,000.00 to the FY18 Street, Alley, and Sidewalk Maintenance Contract awarded to George Gildner, Inc. to facilitate brick repair of temporary gravel utility patches and other restoration work as requested by the Community Development Department's Planning Division and the Public Works Department.

(Recommend

(a) An Ordinance approving a Budget Amendment to reallocate the remaining FY18 Harriet Fuller Rust Grants funds (#10015420-79985) to the Capital Improvement Fund be approved, and the Mayor and City Clerk be authorized to execute the necessary documents; and

(b) A Resolution authorizing a Change Order in the amount, not to exceed \$64,000.00, to the FY18 Street, Alley and Sidewalk Maintenance Contract awarded to George Gildner, Inc. (Bid 2018-06, PO # 20180056) to facilitate brick repair of temporary gravel utility patches and other restoration work, as needed, to various brick streets in the City of Bloomington; and the Mayor and City Clerk be authorized to execute the necessary documents.

ORDINANCE NO. 2018 – 25

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

RESOLUTION NO. 2018 – 27

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$64,000.00 TO THE FY18 STREET, ALLEY AND SIDEWALK MAINTENANCE CONTRACT AWARDED TO GEORGE GILDNER, INC.

The following was presented:

Item 8J. Consideration of an Ordinance approving a petition from Lemman Investments LLC., for the Approval and Ratification of an Easement Vacation Plat and a Plat of Easement for Lot 3 of Morrissey Crossing Subdivision (located south of Veterans Parkway, west of Morrissey Drive), as requested by the Public Works Department. *(Recommend an Ordinance approving a petition from Lemman Investments LLC., for the Approval and Ratification of an Easement Vacation Plat and a Plat of Easement for Lot 3 of Morrissey Crossing Subdivision (located south of Veterans Parkway, west of Morrissey Drive) be approved, and the Mayor and City Clerk authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 26

AN ORDINANCE APPROVING THE VACATION AND DEDICATION OF SEVERAL EASEMENTS
LOCATED AT LOT 3 OF MORRISSEY CROSSING SUBDIVISION, BLOOMINGTON ILLINOIS

The following was presented:

Item 8K. Consideration of an Ordinance approving a petition from Krishna Balakrishnan for an Expedited Final Plat of the Thirteenth Addition to Hawthorne Commercial Subdivision (located east of Woodbine Road and south of General Electric Road), subject to the petitioner paying the required tap-on fees, as requested by the Public Works department. *(Recommend an Ordinance approving a petition from Krishna Balakrishnan for an Expedited Final Plat of the Thirteenth Addition to Hawthorne Commercial Subdivision (located east of Woodbine Road and south of General Electric Road) be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 27

AN ORDINANCE APPROVING THE FINAL PLAT OF THE THIRTEENTH ADDITION TO

HAWTHORNE COMMERCIAL SUBDIVISION

The following was presented:

Item 8L. Consideration of an Ordinance approving a Special Use Permit for 1410 Woodbine Rd. to allow residential condominiums/townhomes in the B-1, Highway Business District with a density of twelve (12) units per acre, as requested by the Community Development Department – Planning Division. *(Recommend an Ordinance approving a Special Use permit for 1410 Woodbine Rd. to allow residential condominiums/townhomes in the B-1, Highway Business District with a density of twelve (12) units per acre be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 28

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR 1410 WOODBINE RDD. TO ALLOW RESIDENTIAL CONDOMINIUMS/TOWNHOMES IN THE B-1, HIGHWAY BUSINESS DISTRICT WITH A DENSITY OF UP TO TWELVE (12) DWELLING UNITS PER ACRE

The following was presented:

Item 8M. Consideration of an Ordinance amending Bloomington City Code Chapter 29 to incorporate various routine changes to the in-place Traffic Control Devices and/or Regulations as requested by the Public Works Department. *(Recommend an Ordinance amending Bloomington City Code Chapter 29 to incorporate various routine changes to the in-place Traffic Control Devices and/or Regulations be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 29

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 29 TO INCORPORATE VARIOUS ROUTINE CHANGES TO THE IN-PLACE TRAFFIC CONTROL DEVICES AND/OR REGULATIONS

The following was presented:

Item 8N. Consideration of an Ordinance amending Bloomington City Code Chapter 39, Taxation, as requested by the Finance Department. *(Recommend an Ordinance amending Bloomington City Code Chapter 39, Taxation, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 30

AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE ON LOCAL TAXES

The following was presented:

Item 8O. Consideration of a petition for the Lake Bloomington Lease Transfer of Lot 4 in the Eagle Pointe Subdivision from Richard and Constance Claydon to Bradley and Catherine Wallace, as requested

by the Water Department. *(Recommend the Lake Lease Transfer be approved, subject to the following contingencies: (1) the septic system conditions included in the McLean County Health Department's April 6, 2018 letter; (2) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (3) the new lease holder apply for an electrical permit and inspection through the Community Development Department, (4) the lease and refuse fees invoiced are not past due, and (5) the transferee providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents)*

The following was presented:

Item 8P. Consideration of the application from the Bloomington-Normal Jaycees located at 311 Clover Court, Bloomington, 61704 who will host Brews at the Zoo event at Miller Park Zoo located at 1020 S. Morris Street; Bloomington, IL requesting an LB (Limited Beer and Wine Only) on May 18, 2018, which would authorize the retail sale of beer and wine of alcoholic beverages by the glass for consumption on the premises. *(Recommend the application from the Bloomington-Normal Jaycees located at 311 Clover Court, Bloomington, 61704 who will host Brews at the Zoo event at Miller Park Zoo located at 1020 S. Morris Street; Bloomington, IL requesting an LB (Limited Beer and Wine Only) on May 18, 2018, which would authorize the retail sale of beer and wine of alcoholic beverages by the glass for consumption on the premises.*

“Regular Agenda”

The following was presented:

Item 9A. Consideration of the purchase of One Hundred (100) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear, in the amount of \$282,203.00, utilizing the National Purchasing Partners – Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), as requested by the Fire Department. *(Recommend the purchase of One Hundred (100) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear by purchased utilizing the National Purchasing Partners – Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), Deerfield, IL be approved, in the amount of \$282,203.00, and the Procurement Manager be authorized to issue a Purchase Order and/or authorize the Interim City Manager execute the necessary documentation.) (Presentation by Brian Mohr, Fire Chief, 5 minutes, City Council discussion, 5 minutes.)*

Fire Chief Mohr provided a brief overview of this item speaking of the dangers of the profession as a firefighter. Over the last 10 years, there has been an increased focus on the relationship between firefighting and cancer. NIOSH, National Institute of Occupational Safety and Health reports that firefighters have a 14% greater chance of dying from cancer than the general... than the general public and twice as likely to get skin cancer, testicular cancer, mesothelioma.

Research suggests that an increased exposure to known carcinogens and smoke contributes to these statistics. Chemicals from smoke permeate our PPE, chemicals from the smoke...the gear is designed to protect us from fire becomes contaminated with these contaminants and then are absorbed into our skin or are off-gassed and inhaled. We can reduce the risk by decreasing, or limiting exposure to these chemicals. There are policies in place to limit exposure by using decon wipes to remove soot from face, neck, and

hands during rehab at fire scenes; replacing contaminated hoods with clean hoods during the recycle and rehab operation; removing gross contaminations from gear on scene before returning to the station; keeping contaminated gear away from living quarters and apparatus; good laundering procedures for PPE and uniforms. Finally, showering as soon as possible following an exposure.

Contaminated PPE needs laundering after every exposure to a working fire or live training exercise. These 100 sets of turnout gear will provide every line firefighter a second set of turnout gear, allowing for immediate replacement of our PPE following to manage and reduce the exposure to contaminations

Alderman Mathy stated, he would prefer that this type of purchase is made on an annual rotation rather than buying 100 sets at one time. If these have a life cycle of seven (7) years or ten (10) years just so there is not such a big purchase at one time.

Chief Mohr stated, in the past, we were at a five (5) year replacement program. Turnout gear can be used up to 10 years as long as it passes the field test that we perform on a monthly basis, but extended that to a seven (7) year replacement a few years ago. If we were to continue with that, we would not be able to get enough life cycle out of that gear.

Motion by Alderman Schmidt second by Alderman Hauman Council approves the purchase of One Hundred (100) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear by purchased utilizing the National Purchasing Partners – Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), Deerfield, IL be approved, in the amount of \$282,203.00, and the Procurement Manager be authorized to issue a Purchase Order and/or authorize the Interim City Manager execute the necessary documentation.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 9B. Consideration of an Ordinance authorizing the issuance and sale of tax exempt General Obligation Notes, for the purpose of reimbursing the City for the costs of purchasing of the Frontier properties, in the amount of \$970,000, to Clayton Holdings, LLC., as requested by the Finance Department. *(Recommend an Ordinance authorizing the issuance and sale of General Obligation Notes, in the amount of \$970,000, to Clayton Holdings, LLC to reimburse the City for the costs of purchasing certain commercial real estate in the City and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Scott Rathbun, Sr. Budget Manager, 5 minutes, City Council discussion, 5 minutes.)*

Mr. Rathbun stated, the purchase of the Frontier lots was originally targeted with the goal of providing additional parking for the BCPA in downtown was approved by council April 24, 2017, for \$961,000. At

that time, the Financial Impact Section of the memo said, "Financing would be reviewed by the department," the purchase was closed in February of this year and the City paid cash from the General Fund. There was some discussion when we brought forward the request to seek financing. After some discussion with Ms. Silva and some others, the conversation related to that was revolving around the sewer and the stormwater, cash for capital, designated revenue related to capital projects.

As this is a large purchase that came out of the General Fund account the Finance staff recommends that the City move to finance it. It provides a mechanism to manage our reserve balances for the General Fund at the 15% with Clayton Holdings, LLC that is a Commerce Bank. There are no redemption issues there, we can pay it off at any time, they had the best rate, rates are still good, and the blended rate is under 3% for this. The City issued an RFP that was sent to local banks, and we received five back. We are recommending proceeding with Clayton Holdings Commerce Bank. They have been very good to work with in the past. I think this gives us the flexibility to manage our reserves, put that \$1 million back into the General Fund, and pay it back. This is a 10-year payback at a very good rate.

Alderman Schmidt asked whether the City could pay for this at any time given the availability of resources. Mr. Rathbun stated the City could pay it back at any time.

Alderman Schmidt asked how much more the City have to pay to extend the loan to the full 10 years term. Mr. Rathbun stated, it is approximately about \$100,000 in interest costs over the life of the Note.

Alderman Hauman stated she is disappointed that financing alternatives would be used as this information was not provided initially to Council when it was discussed previously.

ORDINANCE NO. 2018 – 31

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$970,000 GENERAL OBLIGATION NOTES, SERIES 2018, OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, FOR THE PURPOSE OF PAYING THE COSTS OF PURCHASING CERTAIN COMMERCIAL REAL ESTATE IN SAID CITY AND AUTHORIZING THE SALE OF SAID NOTES TO CLAYTON HOLDINGS, LLC.

Motion by Alderman Schmidt second by Alderman Painter Council approves an Ordinance authorizing the issuance and sale of General Obligation Notes, in the amount of \$970,000, to Clayton Holdings, LLC to reimburse the City for the costs of purchasing certain commercial real estate in the City and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 9C. Consideration of a Resolution Waiving the Formal Bidding Process to approve a Contract with Mid-Illinois Mechanical Inc., up to the amount of \$290,875.00, for replacement of Warm Brine Piping at the Grossinger Motors Arena as requested by the Administration – Facilities Department. *(Recommend a Resolution Waiving the Formal Bidding Requirements and approving a Contract with Mid-Illinois Mechanical Inc. for replacement of Warm Brine Piping at the Grossinger Motors Arena up to the amount of \$290,875.00 be approved, and the Mayor and City Clerk be authorized to execute the Resolution and the Interim City Manager and City Clerk be authorized to execute any other necessary documents.) (Presentation by Russel Waller, Facilities Manager, 5 minutes, City Council discussion, 5 minutes.)*

Mr. Waller provided a brief overview of the replacement of the brine piping system or some of the brine piping systems at Pepsi Ice Center and Grossinger Motors Arena. This project was properly bid; however, no bids were received. They decided to negotiate with one of its vendors. He stated that timing was poor as they had many projects in the cue, and he suspects that is one of the reasons why no bids was received.

They are focusing is the piping below the concrete it is actually embedded in the sand below the floor, and is the warm brine piping system. The piping feeds the warm brine system below the floor. The cold floor system that actually makes the ice is embedded in the concrete floor. They do not have problems with that it is the warm brine piping.

The warm brine piping system keeps the soil below the floor from freezing. Whenever ice is placed on the floor, the floor begins to freeze. Over time if you do not warm the soil and keep the soil below the floor from freezing, you will have this, which is frost heave. Soil will eventually freeze and get deeper and deeper. Eventually, the entire floor can be destroyed as a result.

Some consequences of not moving forward this project is the heaving of the floor. Some of the costs that occurred from those other projects are about \$2.5 million to replace the entire floor; that is, per floor. Also the potential loss of ice revenue, essentially about \$500,000 annually is what the Pepsi Ice Center makes on an annual basis for putting down the rounds.

RESOLUTION NO. 2018 – 28

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH MID-ILLINOIS MECHANICAL, INC. FOR WARM BRINE PIPING REPLACEMENT AT GROSSINGER MOTORS ARENA

Motion by Alderman Hauman second by Alderman Schmidt Council approves a Resolution Waiving the Formal Bidding Requirements and approving a Contract with Mid-Illinois Mechanical Inc. for replacement of Warm Brine Piping at the Grossinger Motors Arena up to the amount of \$290,875.00 be approved, and the Mayor and City Clerk be authorized to execute the Resolution and the Interim City Manager and City Clerk be authorized to execute any other necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 9D. Consideration of the purchase of new Golf Maintenance Equipment (BID #2018-39) from ERB Turf Equipment, in the total amount of \$254,429.97, as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend the purchase of new Golf Maintenance Equipment at the City Golf Courses (BID #2018-39) from ERB Turf Equipment, in the total amount of \$254,429.97, be approved, and the Procurement Manager be authorized to execute the purchase order.) (Presentation by Jay Tetzloff, Director of Parks, Recreation & Cultural Arts, 5 minutes, City Council discussion, 5 minutes.)*

Mr. Tetzloff provided a brief PowerPoint overview of this item stating, this expenditure was budgeted in this year's Golf Enterprise Fund. The department has combined purchases together so that they could maximize efficiency of purchase on the majority of this equipment. They have repurposed one of the mowers, at Highland.

Motion by Alderman Bray second by Alderman Schmidt Council approves the purchase of new Golf Maintenance Equipment at the City Golf Courses (BID #2018-39) from ERB Turf Equipment, in the total amount of \$254,429.97, be approved, and the Procurement Manager be authorized to execute the purchase order.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 9E. Consideration of various Public Works and/or Water Department items, including a recommendation to approve each of the items presented in one motion. *(Recommend each of the following items be approved as provided in the indicated.) (Presentation by Jim Karch, Public Works Director, 20 minutes, City Council discussion, 15 minutes.)*

Mr. Karch provided a brief overview of each of the items resurfacing, sidewalks, and the maintenance contracts. His department experiences challenges in having a comprehensive plan, as they want to be proactive in handling various maintenance needs. They are looking at a couple of different projects like Jefferson Street, Fairway Drive, Empire, that's one I want to give you the heads-up that we are still having to work with...that it is in the program. They are acting on it, and want to have that done.

The Sidewalk Program is an award-winning program. We won the Management Innovation Awards statewide for the Sidewalk Master Plan that the Council approved, of which we are in Year 4 of 10. Staff is seeking Council's approval on Year 4 of 10, as it has fully funded the Sidewalk Master Program. With six (6) years left remaining, staff will have all sidewalks to where they are serviceable and in good

condition.

He explained that they are adhering to a block-by-block approach; however, some streets may necessitate a review of the entire block. Though they address complaints, we try to take more of a holistic approach, and have seen positive improvement and support from residents. If the sidewalk panels are in good condition, one of the things that we had on our Sidewalk Master Plan is to expand this grinding concept is more cost-effective, and is half the cost to replace. This year we intend on completing all of the work, at least that we can do with the grinding in the downtown, so that is a very positive step.

Maintenance Contracts the mechanism that staff uses to address items that comes up throughout the year, those that are not planned. As a community, things happen, and we cannot plan for them. Our maintenance contracts allow us to deal with traffic signals, even seeding and grass, streets, sidewalks, sewer work, or other related concerns across the community. Every year maintenance contracts are fully utilize, and we currently have projects waiting.

Alderman Mathy asked whether the City has a mechanism for tracking complaints year-to-year for those contractors (bids) who has submitted work order changes or increasing bids. He asked whether there is an evaluation process of awarding future bids based upon having a complaint tracking system in place.

Mr. Karch stated his department does track some complaints specifically for contractors. There are sustained or unsustain because in reality, there are complaints that we were not able to find factually that we wanted to hold that against that contract accountable. That is part of the contractual process for dealing with contractors. In some instances, we have utilized that process where we have precluded a contractor from being able to bid we call it the apparent low responsible bidder. The department does keep track of the complaints and if they reach that level, we would be able to...we utilize that in conjunction with our legal staff.

Alderman Mwilambwe asked about the quality of materials that are used, or is the quality of the contractor.

Mr. Karch stated potholes are just a symptom of poor pavement. If the pavement is in a healthy condition, we would not see potholes. That is one reason why we apply a rating of 4 and less, that's where you start seeing potholes and it doesn't guarantee...you can have a street that is a 3. When you have a point failure like that, the gravel or the dirt underneath was mush and it just cannot sustain the heavy truck traffic.

A healthy pavement system that we have are maintaining it and keeping our streets rated well and the City is being proactive with pavement preservation. Staff is aware of that, we do try to provide objective criteria, you will also notice this year we are expanding our pavement preservation program, that's key.

Alderman Black stated, the City should take a look at or think seriously about whether that program is what we want to do moving forward. Some members of the community has suggested that perhaps the City do 50/50 split the cost whereby the homeowners' pay 50% and the City cover the other 50%. Another option is the homeowner's 50% portion is written as a loan, either a low or no interest from the city that they pay extra on their water bill towards to help encourage folks to participate in the program that may not be able to financially otherwise.

In some of our older historic neighborhoods, there are many areas that need that sidewalk work that may

not quite have that rating but could use some attention. With an incentive from the City, perhaps more homeowners would be encouraged to participate in that program if that comes in the form of a loan or low to no interest type of loan. You know, there's other cities that do these sorts of type...these programs, perhaps this council will be interested in looking at that to help encourage more participation in that program.

Mayor Renner stated, in conversations with the previous city management that was one of the things that was discussed, and he said he did not think that there would be a serious problem of administering that through water bills.

Alderman Black, he would like to see the cost implications for the City to move in that direction and what the potential new homeowners that will be participate in this program to help stretch our sidewalk fund even further, and then make our older neighborhoods look more restored. There has been some concerns expressed to him about how we use Community Development Block Grant money towards some resurfacing and some of these infrastructure projects and why we use that money instead of our normal budgeted items.

Alderman Sage commented on one of the slides that showed approximately \$5.5 million in contract work going out on one end of that continuum, we have the pavement preservation, and have a robust permanent patching program that we do in-house. He asked how much have been allocated to the budget for the in-house permanent patching program, as it fills in nicely there in our pavement management program. We have approximately \$5.5 million of contract work that is not the sum total of everything that we spend as a City on pavement repair.

Mr. Karch stated \$3.6 million dollars is what the Council approves on an annual basis towards street maintenance that includes more than just permanent pothole program that does incorporate concrete panel work it is not just our permanent pothole-patching program. We have concrete panel work that we also do extensively we even do some sidewalk work other types of curb work.

Mayor Renner, that is like \$9.1 million just on those two, not counting, the pothole patching, etc. You are making it clear that that is a very high priority and continues to be a high priority of the city and the council.

Alderman Schmidt, one of our residents ask us about Jefferson Street and in the last meeting when we talked about the downtown plan, there was conversation specifically about the hundred block of Jefferson Street. I'm wondering if as we think about how we stage this that we allow Ms. Stiller and her group to begin to lead those conversations so that we are not getting ahead of what she could be doing with the Downtown Division.

Mr. Karch stated staff is taking Council's direction from last week that said we are to resurface Jefferson.

Alderman Schmidt asked Mr. Karch to stage and organize work that allows for some of that conversation to go forward so that we might have productive conversation.

Mr. Rasmussen stated he could assist with that request. We are talking about conversations that puts Jefferson Street at the end of the summer instead of at the beginning and see if we have some of that

discussion and find out maybe there is something else we might want to do.

- a. An Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc., in the amount of \$4,010,000, for the FY 2019 General Resurfacing Program (Bid #2018-29), as requested by the Public Works and Water Departments. *(Recommend (a) the Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc. in the amount of \$4,010,000 be approved, effective on or after May 1, 2018, (b) the bid unit prices from Rowe Construction, a Division of United Contractors Midwest, Inc. for the FY 2019 General Resurfacing Program be accepted, and (c) the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

Motion by Alderman Schmidt second by Alderman Bray Council approves (a) the Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc. in the amount of \$4,010,000 be approved, effective on or after May 1, 2018, (b) the bid unit prices from Rowe Construction, a Division of United Contractors Midwest, Inc. for the FY 2019 General Resurfacing Program be accepted, and (c) the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

- b. A Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY 2019 Utility Maintenance Contract (Bid # 2018-40), as requested by the Public Works and Water Departments. *(Recommend a Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY 2019 Utility Maintenance (Bid #2018-40), in the amount of \$870,000.00, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

Motion by Alderman Schmidt second by Alderman Bray Council approves a Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY 2019 Utility Maintenance (Bid #2018-40), in the amount of \$870,000.00, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

- c. A Contract, analysis of bids, and unit prices for the FY2019 Emergency Utility Repair (Bid #2018-41) in the amount of \$450,000.00, as requested by the Public Works and Water Departments. (*Recommend a Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY2019 Emergency Utility Repair, Bid #2018-41 in the amount of \$450,000.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.*)

Motion by Alderman Schmidt second by Alderman Bray Council approves a Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY2019 Emergency Utility Repair, Bid #2018-41 in the amount of \$450,000.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents

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

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

Nays: None.

Motion carried.

- d. A Contract, analysis of bids, and unit prices with Bodine Electric of Decatur for the FY 2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair (Bid #2018-42), in the amount of \$130,000.00, as requested by the Public Works Department. (*Recommend a Contract, analysis of bids, and unit prices with Bodine Electric of Decatur for the FY 2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair (Bid #2018-42), in the amount of \$130,000.00, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.*)

Motion by Alderman Schmidt second by Alderman Bray Council approves a Contract, analysis of bids, and unit prices with Bodine Electric of Decatur for the FY 2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair (Bid #2018-42), in the amount of \$130,000.00, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

- e. A Contract, analysis of bids, and unit prices with McLean County Asphalt Co., Inc. for the FY 2019 Street, Alley, & Sidewalk Maintenance (Bid #2018-44), in the amount of \$200,000.00, as requested by the Public Works Department. (*Recommend a Contract, analysis of bids, and unit prices with McLean County Asphalt Co., Inc. for the FY 2019 Street, Alley, & Sidewalk Maintenance (Bid #2018-44) in the amount of \$200,000.00 be approved,*

and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)

Motion by Alderman Schmidt second by Alderman Bray Council approves a Contract, analysis of bids, and unit prices with McLean County Asphalt Co., Inc. for the FY 2019 Street, Alley, & Sidewalk Maintenance (Bid #2018-44) in the amount of \$200,000.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

- f. A Contract with George Gildner, Inc., in the amount of \$50,000, for the FY2019 Sidewalk Vertical Displacement Repair Program, as requested by the Public Works Department. *(Recommend a Contract with a total amount not to exceed \$50,000, with George Gildner Inc. for the FY 2019 Sidewalk Replacement and Handicap Ramp Program be approved, the unit prices of \$37 per inch-foot be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

Motion by Alderman Schmidt second by Alderman Bray Council approves a Contract with a total amount not to exceed \$50,000, with George Gildner Inc. for the FY 2019 Sidewalk Replacement and Handicap Ramp Program be approved, the unit prices of \$37 per inch-foot be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

- g. A Contract and unit prices with Stark Excavating, Inc., in the amount of \$960,000, for the FY 2019 Sidewalk Replacement and Handicapped Ramp Program as requested by the Public Works Department. *(Recommend a Contract and unit prices with Stark Excavating, Inc., in the amount of \$960,000, for the FY 2019 Sidewalk Replacement and Handicap Ramp Program be approved, the unit prices from Stark Excavating Inc. be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

Motion by Alderman Schmidt second by Alderman Bray Council approves a Contract and unit prices with Stark Excavating, Inc., in the amount of \$960,000, for the FY 2019 Sidewalk Replacement and Handicap Ramp Program be approved, the unit prices from Stark Excavating Inc. be accepted,

and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays:

Motion carried.

The following was presented:

Item 9F. Consideration of an Ordinance amending Chapter 6, Section 5 of the Bloomington City Code to clarify and add certain proximity restrictions on taverns and packaged liquor license holders from being within 100 feet of schools, daycare centers, preschools, hospitals, homes for the aged, indigent, or veterans, military stations, or funeral homes, as requested by a City Council initiative. *(Recommend an Ordinance amending Chapter 6, Section 5 of the Bloomington Code clarifying and adding certain proximity restrictions be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by George Boyle, Assistant Corporation Counsel, 5 minutes, City Council discussion, 5 minutes.)*

Mayor Renner stated this item was approved unanimously by the Liquor Commission during its regular meeting, and deferred to Mr. Boyle for a brief overview of the item.

Mr. Boyle stated Section 5 of the City of Bloomington Liquor Code currently provides that no license shall be issued for the retail sale of alcohol at a tavern, packaged liquor store, or other business at which the sale of liquor is the primary business if it is within 100 feet of a church, school, hospital, home for the aged, and other businesses.

The proposed ordinance would do three things: it adds preschools and daycare centers to the places subject to the license location restrictions, it expands the categories of liquor licenses where the location restrictions apply to include convenience stores and packaged liquor sales regardless of whether the sale of liquor is the principal business, and third, it clarifies that for purposes of applying location restrictions, the distance measurements are from property line to property line.

There is a similar state statute and, there is one exception for the property line measurement. If the property is near to a church, from the property line of the proposed establishment to the part of the church that is used for education or worship services. With respect to the daycare provision, it is similar to ordinances in the Town of Normal which also has a location restriction not exactly the same but similar to Peoria and Springfield and other places.

Mayor Renner provided clarification from the Liquor Commission stating, even if there were restrictions like single sales and prohibited single sales to this hypothetical liquor license that the City has yet to receive or on any site. There was some concern about the design in perhaps the traffic.

Alderman Hauman proposed referring this to the Planning Commission as it should be reviewed by the

Commission versus the Liquor Commission.

**Motion by Alderman Painter and seconded by Alderman Sage to approve the item as presented.
Alderman Sage: Second.**

Alderman Painter expressed her concerns over purposed business that is considering the site stating, there are some highly motivated sellers that have insinuated we are targeting Circle K on this issue. That notion untrue. Council recently approved the video gaming moratorium that had been in discussion for a couple of years. Regarding the sale of liquor next to daycares, we had incorrectly thought that the state had a provision that prohibited that but that is not the case. The City looked at our neighbors to review the Town of Normal ordinance as well as other communities regarding this issue, and modeled the Bloomington after those.

She addressed concerns that was posed to other Aldermen. Increased economic impact into the community: There are many gas stations and car washes in the area it would just be taking from one business and adding to another, and may likely decrease the property value of homes that are in this residential area so we would be losing tax money from that aspect. Other types of businesses on the lot: City Code does address many of the suggested business that can move into that area such as tattoo parlors and adult related businesses.

Alderman Painter addressed concerns related to the offensiveness of a business that sales liquor being in close proximity to a daycare center. This issue had been previously considered by the Planning Commission, and voted. She suggested other locations within the City that may be more appropriate for a Circle K type businesses. The City does not want to discourage Circle K; this particular location is not in the best interest of the neighborhood, community as a whole, or for Circle K, there are better alternatives to be found.

Alderman Buragas inquired of the liquor licenses or the process for granting new liquor licenses. The Liquor Commission and ultimately City Council take into account the nature of the neighborhood and the surrounding community when determining whether to give a liquor license to a new establishment. Mr. Boyle stated those are the factors that are currently in our ordinance that can be considered.

Alderman Buragas stated she is aware that this project was considered before the Planning Commission on a zoning question; however, the particular ordinance that is being considered has not gone to the Planning Commission. Mr. Boyle affirmed and added, the Planning Commission handles items that are in Chapter 44, Article 13 of the Bloomington City Code, and are enumerated there. Although there may be a general catchall that would apply here, he could confirm for sure that this type of ordinance would do that.

Alderman Buragas expressed concern over the impact on land use, and would be interested in the Planning Commission input as it would be a very broad change to the ordinance, as it currently exists. Based on previous conversation with Mr. Boyle it would include things as grocery stores that have liquor licenses for packaged sale and packaged alcohol. It is broader and Council already take into account the nature of the neighborhood and existing businesses when considering a liquor license. She expressed concern over not having any specific data that Council could make a decision, that the item is being considered based on two people who provided testimony at the Liquor Commission. She is not for or against the ordinance; however, feels there should be a review by the Planning Commission.

Alderman Sage stated he appreciated the Liquor Commission bringing this item forward and for taking public testimony. He does not see any broad sweeping change as the City Code speaks to schools and does not see much difference between a daycare center and a school.

Alderman Mathy stated he supports the ordinance, and expressed shared concerns of Alderman Buragas.

Alderman Bray followed up on Alderman Mathy question in regards to whether or not the proposed ordinance would preclude the kind of project that he has outlined from happening in the future. There a process for variance and granting variances that could either is already in place that would apply or that could be written. Mr. Boyle explained any ordinance can be amended as long as there are some rational relation or legitimate government interest for that. The state statute has numerous exceptions built into it, that he is not sure whether he would advise that way of going about it. The variance way would not work because that pertains to zoning types of determinations, not liquor.

Mr. Jurgens stated, he does not think this would prohibit...if there is an existing liquor store, a grocery store could still come to that, you know, that adjoining lot and the way that the ordinance is written, the liquor license is grandfathered as of a certain date. Mr. Boyle is that accurate that this would not preclude a business coming in next to a liquor store, it's more precluding the liquor store coming into an existing grocery store...

Alderman Bray stated that there are other communities that have a very similar ordinance and that, you know, it talks about schools, daycare centers. Mr. Boyle stated churches are already in the ordinance.

Mayor Renner stated one thing that the Liquor Commission has done in the past is under certain circumstances did not permit single serves. If you are in a residential neighborhood, if you are in a certain area, no single serves

Alderman Mwilambwe, it seems to as though we are adding a category. He does not understand what the issue is.

Alderman Buragas stated the proposed amendment does two things: 1) the existing ordinance address two classifications of liquor licenses which are the tavern liquor licenses or those facilities that serve alcohol on-site for consumption on-site. If all we were doing were amending the current ordinance to add daycares, she would support. The ordinance does a second thing, it adds four additional classifications of liquor licenses that include things like convenience stores and grocery stores and other facilities that sell alcohol for sale or for consumption off-site and that's where my concern is in terms of it's really broadening this.

Alderman Painter commented on reported crime in the area for the period of April 7th, 2017 to April 6th, 2018 in Rainbow Avenue which is around the corner from this daycare, there have been 17 thefts from vehicles, another theft... nine thefts, six disorderly conducts, five residential burglaries, and one very recent shooting.

Mayor Renner: Okay. All right, do we have a motion to extend...I think we have two comments but we have gone so far over what we said we were going to do. Can I have a motion to extend this for five more minutes?

Motion by Alderman Black and seconded by Alderman Schmidt to extend the conversation on the item for an additional five (5) minutes.

Motion carried. Viva Voce

Alderman Black recalled attending a neighborhood meeting a couple of years ago regarding some license holder changes, some grandfathering, and it was a very impassioned meeting about what the neighbors wanted their community to look like.

Mayor Renner called the question on the motion on the floor.

ORDINANCE NO. 2018 – 32

AN ORDINANCE AMENDING CHAPTER 6, SECTION 5 OF THE BLOOMINGTON CITY CODE PERTAINING TO LOCATION RESTRICTIONS

Motion by Alderman Hauman to send this item to the Planning Commission for its review. Motion failed for lack of a second.

Motion by Alderman Painter second by Alderman Sage that Council approves an Ordinance Amending Chapter 6, Section 5 of the Bloomington Code Clarifying and Adding Certain Proximity Restrictions be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: Alderman Mathy, Buragas, Black, and Hauman.

Motion carried.

The following was presented:

Item 9G. Consideration of a Resolution directing Water Department staff to issue Non-Compliant Violation Notices to existing boat docks not conforming to the Ordinances, Regulations, Policies and Standards of the City of Bloomington as requested by Administration and the Water Department. *(Recommend a Resolution directing staff to issue Non-Compliant Violation Notices to existing boat docks at Lake Bloomington not conforming to the Ordinances, Regulations, Policies and Standards of the City of Bloomington be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes, City Council discussion, 5 minutes.)*

Mr. Jurgens stated, at the meeting on April 9 we had a special meeting to discuss the docks at Lake Bloomington. At that meeting, a motion was offered and was supported regarding Option 1 in the Council Memo presentation that night of the three options which was essentially to begin the review process in

issuing the violation notices or the compliance notices. That night staff had given notice to many of the residents that were not going to take final action until this meeting on the 23rd. We thought we would use this as an opportunity to put in writing exactly the process that we would follow and to provide a formal resolution to the Council to consider on that so this essentially follows the action that you took at the meeting on April 9, 2018.

Assuming that the resolution is approved, the Legal Department and Water Department will conduct a final review of any non-compliant docks and begin preparing the necessary notices. We would first send compliance notices, compliance orders to the docks that are non-conforming; again, these are docks that do not have a permit at Lake Bloomington. They will then have 30 days to remove the docks, if they do not, the City will then issue the summons and the violation notice that is what would start the clock on the Administrative Court.

We are looking at having this as a Special Administrative Court Hearing on August 29, 2018 so to avoid rescheduling our typical housing cases or our behavioral cases. As was discussed at the last meeting, compliance would be our ultimate goal here, so as long as anybody that is not conforming removes their dock, we would waive any of the daily penalties that accrue on that.

Mayor Renner stated this would be a review on a case-by-case basis so it is not a one size fits all. Mr. Jurgens affirmed.

Alderman Black asked why the City is automatically filing the complaints and notices for removal, and not a resident-drive type of complaint.

Mr. Jurgens stated it is his understanding that the City did receive complaints on these non-compliant docks that is part of this. He deferred to Mr. Yehl, Water Director for additional information on the process.

Mr. Yehl stated based on some complaints and discussion with the Interim City Manager at the time and other Water Department staff, we continue to receive some complaints throughout the process. Throughout the process, others have said, "Well, why are you focus on mine? Go look over there." The City looked comprehensively and created a much thorough list based on several conversations and complaints that started the process.

Mr. Rasmussen stated, sometimes we are complaint-driven but when the city staff is aware that there is a violation, then whether there is been a complaint or not, the city staff is obligated to follow through to take the action necessary to enforce the ordinance.

Alderman Schmidt asked for clarification about the process. There are obviously individuals who feel that they have the correct documentation that would back their claims for their docks. This is their opportunity one by one to make their case and to be heard by a third party not by city staff but by a hearing officer who is actually. Mr. Jurgens stated he is not sure who the hearing officer will be as they are not affiliated with the City.

Alderman Schmidt stated some have expressed concerns about the amount of the fine. Alderman Mathy stated, \$110/day from the time they were determined non-compliance.

Mr. Jurgens stated, the actual citation would be against Section 3 of this Chapter of our City Code and the penalties for violating this article of the City Code, but the minimum fine I think is \$100, the maximum might be \$1,000, and then each day that the violation continues is a separate offense. Mayor Renner asked whether that could be waived. Mr. Jurgens stated, we are suggesting is the fines would not even start to accrue until you get that summons and that violation notice that is after the 30-day compliance order is sent.

Alderman Mathy expressed concern over people who feel like that they have a permit to the dock on the lake but they could have 60 to 90 days' worth of fines accruing before they even get their chance to go to Administrative Court to present their case. Mr. Jurgens stated, if they prevail in the Administrative Court, there is not going to be any of those fines awarded. The other thing I would say is that the city would not be looking to collect \$6,000 to \$9,000. The City has the ability to lower the fines to a more reasonable amount.

Alderman Mathy offered an amendment to the motion stating that said the fine started the day the Administrative Court may be turned down the validity of their fine. If their dock was determined to be not valid and it needed to come out, could the fine start that day as opposed to having the accrual start beforehand.

Mr. Jurgens stated the City has the ability to waive the fine, even if the ordinance states otherwise. Alderman Sage asked what the unintended consequences might be of that change. Mr. Jurgens stated the only implication that he could foresee is I do not suspect anybody is going to remove their dock until the first person is ordered to remove their dock.

RESOLUTION NO. 2018 – 29

A RESOLUTION DIRECTING STAFF TO ISSUE NON-COMPLIANT VIOLATION NOTICES TO EXISTING BOAT DOCKS NOT CONFORMING TO THE ORDINANCES, REGULATIONS, POLICIES AND STANDARDS OF THE CITY OF BLOOMINGTON

Motion by Alderman Mathy second by Alderman Black that Council approves a Resolution, as amended, directing staff to issue Non-Compliant Violation Notices to existing boat docks at Lake Bloomington not conforming to the Ordinances, Regulations, Policies and Standards of the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

City Manager's Discussion

Mr. Rasmussen reported on the list of activities upcoming in the downtown area. He will bring forward a current update of activities at each of the following meetings. He has asked Mr. Karch to provide an update on the Bulk Waste Collection system.

Mr. Karch provided a brief overview of the City's effort as a communication strategy to update citizens on collection efforts with Bulk Waste.

Mayor's Discussion

Mayor Renner thanked Mr. Rasmussen for his help in making our transition back to the more traditional Mayor's Open House format.

City Aldermen's Discussion

Alderman Hauman thanked and acknowledged the Rotarians that planted trees and helping the gateway to make out City more attractive from the west side of town.

Alderman Bray thanked everyone for the opportunity to represent the City of Bloomington on the Rivian trip on Monday, April 16. It was a part of a delegation from our community and visited the Rivian Business Center there in Plymouth, Michigan, and outside of Detroit. They represented the community well, and had very strong interactions with the Rivian group, they had a well-executed program for those in attendance that day, were very prepared to share a lot of information with us. She was impressed with its operation and people associated with Rivian. She looks forward to sharing some more specific and detailed information with the City in some closed sessions that would comport with the non-disclosure agreement that was signed.

Adjournment

Motion by Alderman Hauman seconded by Alderman Schmidt adjourning the meeting. Meeting adjourned at 9:58 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

SUMMARY MEETING MINUTES - REVISED
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, September 25, 2017; 7:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, September 25, 2017.

The Meeting was called to order by Mayor Pro Tem Schmidt.

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

Mayor Pro Tem Schmidt 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 (Absent).

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

Recognition/Appointments

- A. Proclamation declaring October 2017 as “National Planning Month”
- B. Proclamation declaring October 2017 as “Domestic Violence Awareness Month”

Public Comment

Bruce Meeks	Scott Stimely	Angela Scott	Sue Feldcamp
Lee Eutsey	Aaron Len	Gary Lambert	

“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 seconded by Alderman Bray that the Consent Agenda be approved, with the exception of Item No. 7D and 7H.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the September 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 Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$10,919,332.64. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$10,919,332.64 and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Purchase of Personal Protective Equipment – Firefighter Turnout Gear in the amount of \$57,407.20. *(Recommend 20 complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners-Government (NPPGov) program from Municipal Emergency Services, Inc. (MES - contract #0000168 expiring 5/28/2023), Deer Creek, IL be approved, in the amount of \$57,407.20; the City Manager and City Clerk be authorized to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7D. Consideration of approving a Resolution waiving the Formal Bid Process for the purchase of Exterior Signage for the Grossinger Motors Arena in the amount of \$60,935.28.

(Recommend approving the Resolution waiving the bidding requirements for the purchase of exterior signage for the Grossinger Motors Arena from Bendsen Signs & Graphics in Decatur, IL in the amount of \$60,935.28; authorize the Mayor and City Clerk to execute the Resolution, and authorize the City Manager and City Clerk to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.) (Item pulled from the Consent Agenda for discussion.)

RESOLUTION NO. 2017 -35
A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING
REQUIREMENTS AND APPROVING THE PURCHASE OF
EXTERIOR AND INTERIOR SIGNAGE AT THE GROSSINGER MOTORS ARENA

Motioned by Alderman Black and seconded by Alderman Painter approving a Resolution waiving the bidding requirements for the purchase of exterior signage for the Grossinger Motors Arena from Bendsen Signs & Graphics in Decatur, IL in the amount of \$60,935.28; authorize the Mayor and City Clerk to execute the Resolution, and authorize the City Manager and City Clerk to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: Aldermen Jamie Mathy and Kim Bray

Motion carried.

The following was presented:

Item 7E. Ratification of Contract with Local 362 Parking Enforcement from May 1, 2017 through April 30, 2019. *(Recommend the Contract be ratified.)*

The following was presented:

Item 7F. Ratification of Contract with Local 362 Support Staff from May 1, 2017 through April 30, 2019. *(Recommend the Contract be ratified.)*

The following was presented:

Item 7G. Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 7A in Block 00 in Camp Peoria Point, from Shellie A. Oehler as Trustee of the Shellie A.

Oehler Trust to Dr. Robert Baller as Trustee of the Robert S. Baller M.D. Revocable Trust Agreement. *(Recommend the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's August 30, 2017, letter and the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7H. Consideration of the application of Bloomington Normal Sunrise Rotary, for a Limited Alcoholic Liquor License, Class LB, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd. *(Recommend a Class LB liquor license, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd. be approved, contingent upon compliance with all health and safety codes.) (Item pulled from the Consent Agenda for discussion)*

Motioned by Alderman Hauman and seconded by Alderman Mwilambwe that a Class LB liquor license, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd. be approved, contingent upon compliance with all health and safety codes.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Recuse: Aldermen Jamie Mathy

Nays: None

Motion carried.

“Regular Agenda”

The following was presented:

Item 8A. Consideration of approving awarding the Request for Proposal (RFP# 2018-03) submitted by TD Equipment Finance, Inc. for the Taxable Capital Lease. *(Recommend Council award the RFP for Taxable Capital Lease to TD Equipment Finance, Inc. in the amount of \$4.7 million, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 10 minutes.)*

Mr. Hales asked Ms. Silva, the Finance Director, to make this recommendation on the item regarding financing taxable capital equipment lease.

Ms. Silva stated, this is our annual capital lease for calendar year 2017, and it is on the agenda because it is such a high dollar amount. Of the three bidders that are there, we went with the lowest bid.

Motioned by Alderman Black and seconded by Alderman Painter that the RFP for Taxable Capital Lease be awarded to TD Equipment Finance, Inc. in the amount of \$4.7 million, and the City Manager and City Clerk be authorized to execute the necessary documents, and that the City Manager be further authorized to make amendments to the Capital Lease Equipment List within the lease amount and as in the best interest of the City as recommended by the Finance Director.

Council award the RFP for Taxable Capital Lease to TD Equipment Finance, Inc. in the amount of \$4.7 million, and the Mayor and City Clerk be authorized to execute the necessary documents.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

~~Item 8B. Consideration of Ordinances Amending Chapter 37 of the City Code to enact provisions changing sanitary sewer and storm water rates. *(Recommend That the Text Amendment to Chapter 37 of the City Code to enact provisions changing sanitary sewer and stormwater rates over time be approved and the Ordinance passed. (Presentation by David Hales, City Manager and Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 15 minutes.)*~~

Consideration of:

ORDINANCE A (STAFF RECOMMENDATION): An Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates

Or

ORDINANCE B: An Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates over time.

RECOMMENDATION/MOTION:

ORDINANCE A (STAFF RECOMMENDATION): *That the Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates be approved and the Mayor and City Clerk authorized to execute the ordinance.*

Or

ORDINANCE B: *That the Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates over time be approved and the Mayor and City Clerk authorized to execute the ordinance.*

ORDINANCE NO. 2017 – 81

AN ORDINANCE AMENDING CHAPTER 37 OF THE CITY CODE TO ENACT PROVISIONS CHANGING SANITARY SEWER AND STORM WATER RATES

Mayor Pro Tem Schmidt stated we have an addendum to this that offers the two options that were discussed on Monday at the Committee of the Whole meeting.

Mr. Hales stated there are two ordinances for consideration, and the staff recommendation is Ordinance A which is making the fee increase in 1 years' time. Ordinance B is to effectuate the very similar or same increase but to spread it out over a 5-year period. The ordinances talk about a 3% increase in the fees at some point in the future, and the effective date for both would be May 1 as opposed to sometime sooner. We are not making any further presentation.

Alderman Hauman stated she would like to move with proceeding with Ordinance A.

Alderman Bray seconded this motion.

Alderman Hauman then stated that the majority of the people she has heard from are saying to do it to make sure our infrastructure is sound.

Alderman Mathy stated he had heard the same thing, and people just want us to start making real progress towards getting it fixed. He stated he had heard a lot of concern about adding new employees to the payroll.

Mr. Hales added that he was working on a resolution to bring back to Council that will accomplish the same thing. He stated he did not support hiring as full-time employees which is recommended in the Stormwater and Sanitary Sewer Master Plan. For a very aggressive kind of Capital Improvement Plan, it lends itself to contract out a lot of those services.

Alderman Mathy stated that it was perfectly acceptable for him.

Mayor Pro Temp Schmidt stated she was going to continue to vote no. She stated she has been continually frustrated at our inability to look at the budget as a whole.

Alderman Bray stated she was voting yes, as she sees it as a winning proposition for the community.

Alderman Mwilambwe stated he understood the need to address our infrastructure issues, but is cautious not to raise fees so dramatically.

Alderman Black stated that he was going to vote yes for this with the clear understanding that when we get to the budget process, we are going to have to be very clear and direct. He praised staff for their work on this.

Alderman Painter stated that she was concerned that with both models, there is a 3% increase every year thereafter. She had hoped to be able to pay for this and then have it end, but the way that it has presented it will be an ongoing rate increase forevermore. Due that, she stated she would be voting no.

Mr. Hales clarified that the Council has the option to maybe strike one aspect that maybe concerning to getting final action.

Alderman Painter commented that she would like to take out the new hires that were built into this and would like that to be discussed by the Council each time they wanted to hire someone.

Alderman Hauman motioned and Alderman Bray seconded that Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates be approved and the Mayor and City Clerk authorized to execute the ordinance.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Mathy, Buragas, Black, Hauman and Bray.

Nays: Aldermen Dave Sage, Mboka Mwilambwe, Joni Painter and Karen Schmidt.

Motion carried.

The following was presented:

Item 8C. Presentation and discussion on the FY 2017 Year End Financial Report. (*Presentation by Patti-Lynn Silva, Finance Director 10 minutes, Council discussion 10 minutes.*)

Mr. Hales stated that tonight's presentation overview is based on our records after most, but maybe not all, year-end adjustments have been made into the fiscal year 2017 budget. This year-end review is very important because on the budget calendar you have before you, a key date coming up is the pre-budget fiscal policy workshop or Committee of the Whole for Monday, October 16.

Ms. Silva stated that the packet contained the full April 30, 2017 monthly financial report and the audit was not yet complete, but the numbers are very close and she was not anticipating any significant changes. She then presented the financial information contained in the packet.

Mr. Hales gave credit to Ms. Silva and her staff for the phenomenal job they did coming so close to the budget versus the projections.

Mayor Pro Tem Schmidt stated that we are probably due for a water rate study and asked if we have the timing on that.

Mr. Hales stated that right now we are underway with a Water Master Plan and most likely the water rate study would likely be made within two years.

Alderman Bray commented about the Pepsi Ice Center Profit and Loss Statement.

No motion as this item was presented and discussed.

City Manager's Discussion

Mr. Hales stated he had some news to share and stated that he was extended an offer of employment with the City of Joliet, which he has accepted, and his last day with the City of Bloomington would be around the end of November.

Mayor's Discussion

Mayor Pro Tem Schmidt congratulated Mr. Hales on his new job.

City Aldermen's Discussion

No reports were offered by the Aldermen.

Executive Session – *Cite Section*

Adjournment

Motioned by Alderman Mwilambwe seconded by Alderman Hauman that the meeting be adjourned. Time: 8:23 PM.

Motion carried: Viva Voce

CITY OF BLOOMINGTON

ATTEST

Karen Schmidt, Mayor Pro Tem

Cherry L. Lawson, City Clerk



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: September 25, 2017

SUBJECT: Consideration of approving awarding the Request for Proposal (RFP# 2018-03) submitted by TD Equipment Finance, Inc. for the Taxable Capital Lease.

RECOMMENDATION/MOTION: That the RFP for Taxable Capital Lease be awarded to TD Equipment Finance, Inc. in the amount of \$4.7 million, and the City Manager and City Clerk be authorized to execute the necessary documents, and that the City Manager be further authorized to make amendments to the Capital Lease Equipment List within the lease amount and as in the best interest of the City as recommended by the Finance Director.

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

STRATEGIC PLAN SIGNIFICANCE: Complying with the City’s budget or annual financial plan is a literal interpretation of all goals in the Strategic Plan.

BACKGROUND: In 2011, the City began replacing its aging inventory on a rolling basis utilizing capital lease financing. A diverse range of equipment, vehicles and minor capital projects used to provide services to residents across the City can move forward in a cost effective way. The City has been successful in obtaining low interest rates by soliciting each capital lease. The total outstanding capital lease principal is \$4,699,078. (Please see exhibit 2 for breakout.)

The FY 2018 budget was adopted with purchasing capital equipment, vehicles and capital projects through our capital lease program. The lease will be executed upon approval of the memo and proceeds and expenditures are in the FY 2018 budget. Please note that all of these assets have already been purchased or committed to and the executed capital lease will reimburse spent funds, leaving the annual debt service in its place. The capital lease program issues a five or ten year lease based on the useful life of an asset being financed

An RFP was issued on August 16, 2017 and three (3) qualified responses were received listed below:

Financial Institution	5 Year Interest Rate	10 Year Interest Rate	Proposed Interest Cost
TD Equipment Finance, Inc.	2.45%	3.05%	424,099
Commerce Bank	2.60%	3.25%	452,189
J.P. Morgan	3.23%	3.23%	505,770

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFP was published in the Pantagraph on August, 16, 2017 and posted to the City's website the same day. Thirty Six (36) financial institutions were mailed invitations to submit a proposal on the RFP. Sixteen (16) requested the full RFP packet. Five (5) responses were received and three (3) were considered qualified.

FINANCIAL IMPACT: The estimated interest rate cost is approximately \$424,099. The principal and interest expenditure estimates for the calendar 2017 capital lease are budgeted in FY 2018 from the following line items within each department: 73401 – Principal Expense, and 73701 – Interest Expense.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

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

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Budget Manager

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- CapLease RFP 2018-3 Exhibit 1: Equipment List
- CapLease RFP 2018-3 Exhibit 2: Lease Dept. Breakout



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: May 14, 2018

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,701,115.49.

RECOMMENDATION/MOTION: The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,701,115.49, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$6,701,115.49 (Payroll total \$2,852,657.65, Accounts Payable total \$3,829,074.63, and Electronic Transfers total \$19,383.21).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Interim Finance Director

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

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 May 14, 2018

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/20/2018	\$ 222,618.61	\$ 78,962.13	\$ 301,580.74
4/26/2018	\$ 1,452,517.65	\$ 381,905.23	\$ 1,834,422.88
4/27/2018	\$ 223,660.50	\$ 78,079.74	\$ 301,740.24
5/4/2018	\$ 310,676.73	\$ 84,866.40	\$ 395,543.13
4/25/2018-4/30/2018 Off Cycle Adjustments	\$ 16,825.10	\$ 2,545.56	\$ 19,370.66
PAYROLL GRAND TOTAL			\$ 2,852,657.65

ACCOUNTS PAYABLE

Date	Bank	Total
5/14/2018	AP General	\$ 2,755,153.08
5/14/2018	AP Comm Devel	\$ 73,736.51
5/14/2018	AP IHDA	\$ 19,444.00
5/14/2018	AP Library	\$ 40,952.25
	AP MFT	
	Off Cycle Check Runs	
4/24/2018-5/02/2018		\$ 939,788.79
AP GRAND TOTAL		\$ 3,829,074.63

PCARDS

Date Range	Total
PCARD GRAND TOTAL	

WIRES

Date Range	Total
4/30/2018-5/9/2018	\$ 19,383.21
WIRE GRAND TOTAL	
	\$ 19,383.21

TOTAL			\$ 6,701,115.49
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Respectfully,

F. Scott Rathbun
Interim Finance Director

Patti-Lynn Silva
Treasurer



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: May 14, 2018

SUBJECT: Consideration of Approving Appointments to Various Boards and Commissions.

RECOMMENDATION/MOTION: Brett Litwiller and Sara Crowley be appointed to the Citizens Beautification Committee, Dawn McBride be appointed to the Bloomington-Normal Sister City Committee (Japan), and Kelby Cumpston be appointed to the Property Maintenance Review Board.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

Citizens' Beautification Committee. Sara Crowley to the Citizens' Beautification Committee. This will be Sara's first three-year term which will be effective upon appointment and will expire 4-30-21. Application is on file in the Administration Office.

Brett Litwiller to the Citizens' Beautification Committee. This will be Brett's first three-year term which will be effective upon appointment and will expire 4-30-21. Application is on file in the Administration Office.

Bloomington-Normal Sister City Committee (Japan). Dawn McBride to the Bloomington-Normal Sister City Committee (Japan). This will Dawn's first three-year term which will be effective upon appointment and will expire 4-30-21. Application is on file in the Administration Office.

Property Maintenance Review Board. Kelby Cumpston to the Property Maintenance Review Board. He will be filling the contractor vacancy on the Board. This will be Kelby's first three-year term which will be effective upon appointment and will expire 4-30-21. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:

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

Steve Rasmussen
Interim City Manager

Attachments:

- Roster

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	resigned 6-13-17	Laurel	Schumacher (Crowley)	04/30/18	2015	05/11/15	9	lschumacher@bloomington.org	2004 Ebo Lane	Bloomington	61704				
x	Chair	Robin	VanDermay	04/30/20	2014	03/27/17	3	vankir3011@yahoo.com	3011 Carlene Dr	Bloomington	61704				
x		Patricia	Marton	04/30/20	2014	03/27/17	4	pmarton61701@yahoo.com	1114 E Grove St	Bloomington	61701				
x		Holly	Sellers	04/30/19	2018	02/12/18	5	hollysellers87@gmail.com	222 Ivanhoe Way	Bloomington	61701				
x	to Transportation	Elizabeth	Kooba	04/30/19	2017	05/08/17	8	ekkooba@bloomington.org	5702 Sugarberry Ave	Bloomington	61705				
x		Robert	Bradley	04/30/21	2017	04/23/18	9	rbradley@ilstu.edu	1 Sun Pointe Ct., Apt B	Bloomington	61704				
x		Debbie	Hanchett (Litwiller)	04/30/18	2017	06/26/17	4	debbiehanchett@gmail.com	222 Kretzer Avenue	Bloomington	61701				
x		Amanda	Weissgerber	04/30/19	2016	06/27/16	4	AmandaWeissgerber@yahoo.com	1516 E Grove	Bloomington	61701				
x		Valerie	Dumser	04/30/19	2012	06/13/16	7	grandmavalerie@gmail.com	809 W Washington	Bloomington	61701				
x		Adriane	Powell	04/30/19	2018	03/12/18	4	adrianepowell717@gmail.com	1208 Fell Ave	Bloomington	61701				
x		Erica	Larkin	04/30/20	2013	05/22/17	1	ericarlarkin2@gmail.com	909 Snyder Dr	Bloomington	61701				
x		William	Gudeman	04/30/21	2018	04/23/18	5	will.gudeman@gmail.com	1316 Eastport Drive	Bloomington	61704				
	Ex-Officio	Jan	Lauderman						4 Oxford Ct	Bloomington	61704				
	Ex-Officio	Stan	Cain												
	Staff	Robert	Moews						Parks & Rec				434-2280		
	Staff	David	Lamb						Parks & Rec				434-2280		

Details:

Term: 3 years (4 years prior to 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 12 members, 1 ex-officio member

Number of members the Mayor appoints: 12

Type: Internal

City Code: 1973-32, Chapter 2, Section 72

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Thursday of each month at 6:00 pm - BPD Osborn Room

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 2

Appointment/Reappointment Notes: Debbie Hanchett has informed our office that she will not be seeking reappointment

Japanese Sister City Committee

BIm Mayor Appointed	Staff/Chair	FirstName	LastName	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	Zip	Home Phone	Work Phone	Cell Phone
x		Robert	Harrison	04/30/20	2014	03/13/17	9	harrisor@unit5.org	2810 Greenfield Rd	61704			
x		Steven	Campbell	04/30/20	2014	03/13/17	7	smc8891@comcast.net	10 Marvin Gardens	61701			
x		Teodora	Amoloza	04/30/19	2013	03/28/16	8	tamoloz@iwu.edu	39 Breckenwood Ct	61704			
x		Ken	Ota	04/30/19	2016	03/28/16	2	kota@alphagraphics.com	27 Lone Oak Ct	61705			
x		Kyle	Silver	04/30/20	2016	03/27/17	5	kyleslv@gmail.com	312 Mecherle Drive, Apt. 7	61701			
x		Tara	Desmond	04/30/20	2017	06/26/17	9	tara.desmond@yahoo.com	1 Shorewood Court	61704			
x		Sanae	Ferrier	04/30/19	2010	03/14/16	3	sanaesekiuchi@hotmail.com	2708 Brunswick Dr	61704			
x		Cindy	Hansen (No longer)	04/30/18	2009	07/13/15		cindy_hansen@hotmail.com	422 Standish Dr	61704			
x		Noha	Shawki	04/30/21	2015	04/23/18	4	nohashawki@gmail.com	816 E Monroe	61701			
x		Catrina	Murphy	04/30/21	2014	04/23/18	1	catrina.murphy79@gmail.com	2407 Clarkson Lane	61704			
	Chair	Darren	Sampson					darren.sampson@bnsistercities.org	1608 Baumgart Drive, Normal	61761			
		Toyoka	Nishihara					toyoka.nishihara@bnsistercities.org	1813 Loblolly Drive, Normal	61761			

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 20 members

Number of members the Mayor appoints: 10 (10 appointed by Normal)

Type: Multi-Jurisdictional

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 1st Monday of each month, 6:30pm in the CIRA Community Room

Number of Vacancies: 1

Number of Expired Board Members (BIm Appointments only): 1

Appointment/Reappointment Notes:

Cindy Hansen was not eligible for reappointment

ese Sister City Committee

Staff/Chair	FirstName	LastName	Notes
	Robert	Harrison	
	Steven	Campbell	
	Teodora	Amoloza	
	Ken	Ota	
	Kyle	Silver	
	Tara	Desmond	
	Sanae	Ferrier	
	Cindy	Hansen (w/COB)	
	Noha	Shawki	
	Catrina	Murphy	
Chair	Darren	Sampson	
	Toyoka	Nishihara	

Details:

Term: 3 years
 Term Limit per City Code: 3 terms/9 years
 Members: 20 members
 Number of members the Mayor appoints: 10 (10 appo
 Type: Multi-Jurisdictional
 City Code:
 Required by State Statute: No
 Intergovernmental Agreements:
 Funding budgeted from COB for FY2014:
 Meetings: 1st Monday of each month, 6:30pm in the C

Number of Vacancies: 1
 Number of Expired Board Members (Blm Appointment)

Appointment/Reappointment Notes:

Cindy Hansen was not eligible for reappointment

Property Maintenance Review Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Tenant	Brittany	Mitchell	4/30/17	2016	07/25/16	6	brittany.mitchell@cityofbloomington.com	104 W Washington Apt. 3	Bloomington	61701				
x	Contractor	Mark	Fetzer	4/30/19	2013	03/14/16		mfetzer@core3pm.com	1305 Winterberry Cir	Bloomington	61705				
x - Chair	Large Landlord	John	Capodice	4/30/20	2011	03/13/17		john@johncapodiceproperties.com	2827 Capodice Rd	Bloomington	61704				
x	Citizen At Large	Robert	Garcia	4/30/20	2018	02/26/18	2	vegasrobert33@gmail.com	2003 Tracy Dr. Apt 1	Bloomington	61704				
x	Small Landlord	Rodney	Smithson	4/30/20	2016	03/27/17	8	rodneysmithson@yahoo.com	53 Brookshire Green	Bloomington	61704				
x	Contractor	Brent	Moore	4/30/18	2012	05/11/15		brent.moore09@gmail.com	8273 Kilewood Drive	Bloomington	61705				
x	Tenant	Mark	Williams	4/30/19	2013	04/11/16	5	w_mark81@yahoo.com	602 Bradley Dr	Bloomington	61704				
	Staff	Carey	Snedden						115 E Washington	Bloomington	61701		434-2345		
	Staff	Bob	Mahrt						115 E Washington	Bloomington	61701		434-2226		
									115 E Washington	Bloomington	61701		434-2444		

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7
Type: Internal
City Code: Chapter 45, Section 1000.0
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 4th Thurs of January, April, July & October at 4:00pm - Council Chambers, members given 48 hours+ notice before a meeting

Number of Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 1

Appointment/Reappointment Notes: Brent Moore has informed our office that he will not be seeking reappointment



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: May 14, 2018

SUBJECT: Consideration of an Annual Software Licensing Maintenance Payment with Tyler Technologies for various MUNIS modules in the amount of \$179,867.67, as requested by the Information Services Department.

RECOMMENDATION/MOTION: The Payment for Annual Software Licensing Maintenance with Tyler Technologies, covering various modules of the City’s MUNIS Enterprise Resource Planning (ERP) System, in the amount of \$179,867.67, be approved and the Purchasing Agent be authorized to issue a Purchase Order for the same.

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 MUNIS ERP system is critical to the daily operations of every City department. As the ERP system is implemented, it is helping to streamline and automate many service-related processes throughout the City. The maintenance agreement is a key ongoing requirement as it provides technical support and software updates for the system.

Staff has requested Council approve the payment to Tyler Technologies for the maintenance agreement for multiple MUNIS modules. This payment provides coverage from May 1, 2018 through April 30, 2019. Modules included in this maintenance agreement request are:

- | | |
|--------------------------------|--------------------------------|
| Human Resources Mgmt | Payroll |
| Bid/Contract Mgmt | General Ledger |
| Accounts Payable | Accounts Receivable |
| Budget | General Billing |
| Treasury Mgmt | Cashiering |
| Project Accounting | Fleet Mgmt |
| Facility Mgmt | Work Orders |
| Tyler Content Manager | Business Licenses |
| Inventory | Fixed Assets |
| Utility Billing | Tyler Incident Management |
| Performance Based Budgeting | Business & Vendor Self Service |
| Citizen Self Service | Employee Self Service |
| Employee Expense Reimbursement | CAFR Statement Builder |
| Maplink (GIS interface) | |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2019 Budget under the Information Services-Repair/Maintenance Office & Computer Equipment Account (10011610-70530). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Budget Overview & General Fund” on page 140.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Director of Information Services

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- IS 1B Invoice #045-217821 for the amount of \$4,600.00
- IS 1C Invoice #045-217822 for the amount of \$175,267.67



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-217821	04/01/2018	1 of 1

Empowering people who serve the public®

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: CITY OF BLOOMINGTON
 ATTN: SCOTT SPROULS
 109 E. OLIVE STREET
 BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
 ATTN: SCOTT SPROULS
 109 E. OLIVE STREET
 BLOOMINGTON, IL 61701

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41401	105033		USD	NET45	05/16/2018

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE	1	4,600.00	4,600.00

Maintenance: Start: 01/May/2018, End: 30/Apr/2019

RECEIVED
 Date: 3/21/18
 Name (Print): _____
 Comments: _____

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	4,600.00
Sales Tax	0.00
Invoice Total	4,600.00



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-217822	04/01/2018	1 of 3

Empowering people who serve the public®

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: CITY OF BLOOMINGTON
 ATTN: SCOTT SPROULS
 109 E. OLIVE STREET
 BLOOMINGTON, IL 61701

RECEIVED

Date: 3/21/18 Ship To: CITY OF BLOOMINGTON
 Name (Print) _____ ATTN: SCOTT SPROULS
 Company _____ 109 E. OLIVE STREET
 _____ BLOOMINGTON, IL 61701

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41401	105109		USD	NET45	05/16/2018

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	TYLER FORM PROCESSING SUPPORT	1	3,350.24	3,350.24
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	19,297.37	19,297.37
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	4,390.16	4,390.16
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT	1	2,653.40	2,653.40
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	4,100.69	4,100.69
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	4,100.69	4,100.69
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	5,789.22	5,789.22
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	2,653.40	2,653.40
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	5,306.78	5,306.78
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	2,412.19	2,412.19
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	3,980.09	3,980.09
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES	1	6,700.49	6,700.49
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	3,980.09	3,980.09
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	1,326.70	1,326.70
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,774.01	2,774.01
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	5,668.61	5,668.61
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	7,718.96	7,718.96
	Maintenance: Start: 01/May/2018, End: 30/Apr/2019			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	4,824.34	4,824.34



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-217822	04/01/2018	2 of 3

Empowering people who serve the public®

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
 ATTN: SCOTT SPROULS
 109 E. OLIVE STREET
 BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
 ATTN: SCOTT SPROULS
 109 E. OLIVE STREET
 BLOOMINGTON, IL 61701

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41401	105109		USD	NET45	05/16/2018

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - STANDARD FUEL INTERFACE	1	916.63	916.63
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT	1	7,296.82	7,296.82
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	10,318.74	10,318.74
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK	1	3,980.09	3,980.09
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	9,889.90	9,889.90
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	3,184.07	3,184.07
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	5,837.45	5,837.45
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING	1	916.63	916.63
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - INVENTORY	1	5,837.45	5,837.45
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - PERFORMANCE BASED BUDGETING	1	6,995.30	6,995.30
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	2,170.96	2,170.96
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - TYLER INCIDENT MANAGEMENT	1	7,236.53	7,236.53
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE	1	4,100.69	4,100.69
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	5,306.78	5,306.78
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	7,236.53	7,236.53
Maintenance: Start: 01/May/2018, End: 30/Apr/2019	SUPPORT & UPDATE LICENSING - CAFR STATEMENT BUILDER	1	3,015.67	3,015.67
Maintenance: Start: 01/May/2018, End: 30/Apr/2019				



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-217822	04/01/2018	3 of 3

Empowering people who serve the public®

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
 ATTN: SCOTT SPROULS
 109 E. OLIVE STREET
 BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
 ATTN: SCOTT SPROULS
 109 E. OLIVE STREET
 BLOOMINGTON, IL 61701

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41401	105109		USD	NET45	05/16/2018

Date	Description	Units	Rate	Extended Price
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****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	175,267.67
Sales Tax	0.00
Invoice Total	175,267.67



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Public Highway At-Grade Crossing Agreement with the Union Pacific Railroad (UPRR) for an Easement, in the amount of \$3,100.00, to Construct Sidewalk across UPRR Industry Tracks along Washington Street as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Public Highway At-Grade Crossing Agreement with the UPRR and the \$3,100.00 easement payment to UPRR be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: As part of the State of Illinois High Speed Rail (HSR) Project, an at-grade pedestrian crossing was constructed across the main line (HSR) track at Washington Street just west of Western Avenue. However, there is currently no pedestrian access across the two industry tracks immediately west of the HSR track. This agreement would allow construction of sidewalk across those two industry tracks.

The Illinois Department of Transportation (IDOT) is providing funding up to \$130,000 for all costs to construct the sidewalk, the City would be responsible for costs exceeding \$130,000. Following are the estimated costs:

\$88,223.00	UPRR concrete track inserts for rail crossing (paid directly by IDOT to UPRR)
\$ 3,100.00	Easement across UPRR property to install sidewalk (paid by City to UPRR to be reimbursed by IDOT)
\$31,000.00	Estimated cost for approximate 150 feet of sidewalk installation (paid by City to contractor to be reimbursed by IDOT).

\$122,323.00 Total estimated cost.

It is expected the City will bid the work for sidewalk construction in late May/June for Council approval and construction in June.

This project has required coordination with the Illinois Department of Transportation, the Illinois Commerce Commission, and the Union Pacific Railroad. City efforts for multi-agency

coordination, document review, and plan design have spanned two years with approximately 150 hours of staff labor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Department of Transportation, Illinois Commerce Commission, Union Pacific Railroad Corp

FINANCIAL IMPACT: Funds are included in the FY 2019 Budget to pay the \$3,100.00 for the easement from Engineering-Other Purchased Services account (10016210-70690). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Budget Overview & General Fund” on page 269.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: The City will be constructing sidewalk that is 6” thick and steel reinforced to extend the service life of the sidewalk, however the City will be responsible for future maintenance of the sidewalk.

Respectfully submitted for Council consideration.

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

Reviewed by: Jim Karch, P.E. MPA, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budge Analyst
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PW 4B: Easement Agreement
- PW 4C: Exhibit A to Easement Agreement
- PW 4D: Exhibit C to Easement Agreement
- PW 4E: Location Map

UP Real Estate Folder No.: 3005-48
Agreement Number _____

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

WASHINGTON STREET
DOT NUMBER 290865C
MILE POST 126.91- SPRINGFIELD SUB
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and the **CITY OF BLOOMINGTON**, a municipal corporation or political subdivision of the State of Illinois to be addressed at 109 E. Olive St., Bloomington, IL 61701 ("Political Body").

RECITALS:

The Political Body desires to undertake as its project (the "Project") the construction of sidewalks at the existing Washington Street at-grade public crossing, DOT Number 290865C at Railroad's Mile Post 126.91 on Railroad's Springfield Sub at or near Bloomington, McLean County, Illinois (the "Crossing Area"). The area currently used by the Political Body is depicted on Exhibit A as the "Existing Crossing Area" and the new area which the Political Body needs in order to construct the Project is the "New Crossing Area". The Existing Crossing Area and the New Crossing Area are collectively referred to as the Crossing Area. The portion of the roadway located within the Crossing Area is the "Roadway".

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and

hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration **THREE THOUSAND ONE HUNDRED DOLLARS (\$3,100)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690

UP File Folder No 3005-48

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated April 10, 2018, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Eighty Eight Thousand Two Hundred Twenty Three Dollars (\$88,223).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's

property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or

pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

CITY OF BLOOMINGTON

By: _____
Printed Name: _____
Title: _____

**EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)

**EXHIBIT B
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timer planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same

may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation,

holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices

should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body

and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

TO

PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____

(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision] [Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____
Folder No. _____

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad _____ Dollars (\$_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

(Name of Contractor)

By: _____
Title: _____

EXHIBIT A

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to

procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
 -
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

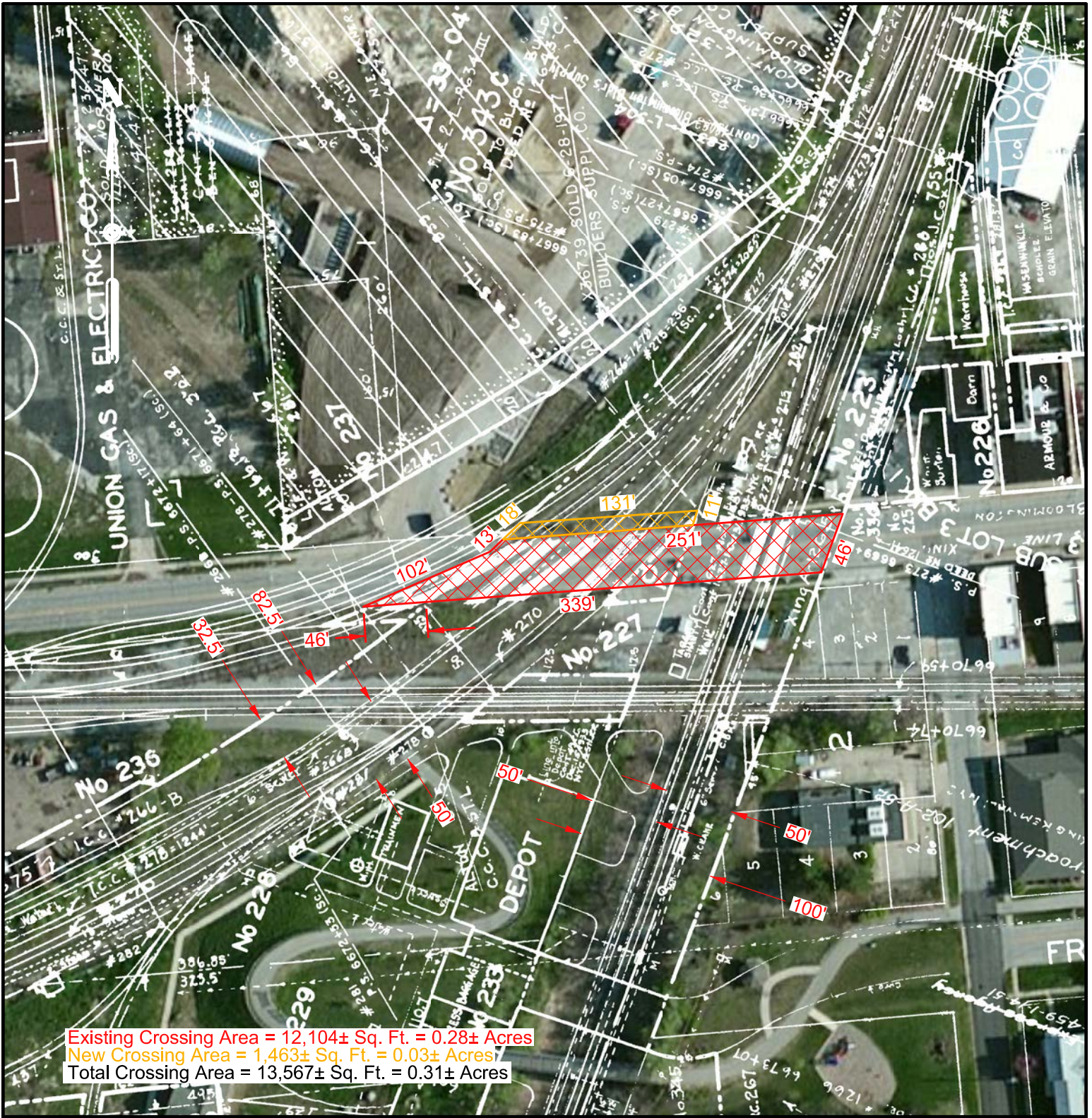
IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.



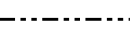
V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.

- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



LEGEND:

- EXISTING CROSSING AREA 
- NEW CROSSING AREA 
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
 BLOOMINGTON, MCLEAN COUNTY, IL
 M.P. 126.91 - SPRINGFIELD SUB

SPCSL IL V-1 / S-47B
 SCALE: 1" = 100'

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 12/1/2017

AJM FILE: 3005-48

CADD FILENAME 0300548.dgn

SCAN FILENAME 0300548_ILV1T47B.TIF

DATE: 2017-11-13

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
 BY THE
 UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2018-05-14

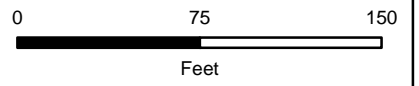
DESCRIPTION OF WORK:
 2015 RECOLLECT PROGRAM
 SPRINGFIELD SUBDIVISION
 MP 126.61 DOT # 290865C WASHINGTON STREET
 INSTALL 2 - 16 TF CROSSING SURFACES INCLUDING TIES,RAIL,OTM
 PROJECT TO BE FUNDED 100% BY ILLINOIS DOT

PID: 90666 AWO: 29180 MP,SUBDIV: 126.60, SPRINGFLD
 SERVICE UNIT: 04 CITY: BLOOMINGTON STATE: IL

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			3923		3923		3923
LABOR ADDITIVE 166%			6502		6502		6502
TOTAL ENGINEERING			10425		10425		10425
SIGNAL WORK							
LABOR ADDITIVE 166%			2233		2233		2233
SIGNAL			1345	5	1350		1350
TOTAL SIGNAL			3578	5	3583		3583
TRACK & SURFACE WORK							
BALAST	4.00	CL	5	3666	3671		3671
BILL PREP FEE				900	900		900
CONTRACT EQUIPMENT				10000	10000		10000
ENVIRONMENTAL PERMIT				10	10		10
FOREIGN LINE FREIGHT				871	871		871
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 166%			13710		13710		13710
MATL STORE EXPENSE				411	411		411
OTM			607	5550	6157		6157
RAIL	400.00	LF	1599	7840	9439		9439
RDXING	32.00	TF	1711	7366	9077		9077
SALES TAX				1271	1271		1271
TRK-SURF,LIN			5564		5564		5564
WELD			1276	1013	2289		2289
XTIE	58.00	EA	3486	6459	9945		9945
TOTAL TRACK & SURFACE			27958	46257	74215		74215
LABOR/MATERIAL EXPENSE			41961	46262			
RECOLLECTIBLE/UPRR EXPENSE					88223	0	
ESTIMATED PROJECT COST							88223

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

Sidewalk Crossing of UPRR Tracks



Date: 3/8/2018





CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Intergovernmental Agreement with the Town of Normal in the amount of \$13,377.89 annually for Cost-Sharing of Labor Costs and Equipment Usage Costs Incurred by the Town of Normal for Electronic Waste Recycling, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Intergovernmental Agreement for Cost-sharing of Labor Costs and Equipment Usage Costs Incurred by the Town of Normal for Electronic Waste Recycling in the amount of \$13,377.89 annually be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery; Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans;

BACKGROUND: City staff recommends an Intergovernmental Agreement between the City of Bloomington, McLean County, and the Town of Normal so that each party pays for one-third (\$13,377.89) of the labor and equipment usage costs for the Town of Normal’s electronics recycling drop-off center. Since the drop-off opened in the early 2000’s, Bloomington and McLean County residents have been able to use the center at no cost. Normal is requesting that Bloomington and McLean County share the labor, equipment usage, and potential vendor costs to help pay for the increasing costs of electronic waste recycling. It will also help offset the recent \$90,000 upgrade to their drop-off center, although the Town of Normal is not asking for direct payment for the upgrade. The retroactive agreement begins April 1, 2018 to coincide with Normal’s fiscal year. It automatically renews each year, unless one of the parties gives written notice that it does not want the term renewed.

<u>Cost Description</u>	<u>Current Annual Cost</u>
Week Day-Regular Employee	\$21,060.00
Saturday-Regular Employee	\$2,430.00
Intern Program	\$14,560.00
Administrative	\$551.76
Forklift	\$1,352.00
Pallet Jack	\$179.92

TOTAL COST	\$40,133.68
City of Bloomington's Share	\$13,377.89
Town of Normal's Share	\$13,377.89
County of McLean's Share	\$13,377.89

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mclean County and Town of Normal

FINANCIAL IMPACT: The Intergovernmental Agreement would cost \$13,377.89 per year. Funds are available in the Solid Waste-Landfill & Residual Fees account (54404400-70650). If approved, a budget transfer from the Landfill account to a newly created account called "Solid Waste-To Town of Normal" (54404400-75040) will be processed. Stakeholders can locate the Landfill account in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 115.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: NE-3 Reduce environmental pollutants; NE-4 Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues; NE-5 Provide more efficient and sustainable municipal solid waste management; CF-2 Provide public services in a fiscally, socially and environmentally responsible manner

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

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: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments

- PW 2B IGA Electronic Waste Recycling 20180514
- PW 2C IGA EXHIBIT A Electronic Waste Recycling 20180514

**INTERGOVERNMENTAL AGREEMENT FOR COST-SHARING OF
LABOR COSTS AND EQUIPMENT USAGE COSTS INCURRED BY
THE TOWN OF NORMAL FOR ELECTRONIC WASTE RECYCLING**

This agreement is dated _____, 2018 and is between the COUNTY OF McLEAN (“County”), the CITY OF BLOOMINGTON (“City”), and the TOWN OF NORMAL (“Town”).

WHEREAS, the Town, City, and County are units of local government, as defined under Article VII, Section 1, of the Constitution of the State of Illinois, and they are public agencies under the Illinois Intergovernmental Cooperation (Act, 5 ILCS 220/); and

WHEREAS, the separate recycling of electronics helps to keep prohibited items out of the Town, City, and County's solid waste stream; and

WHEREAS, the Town is registered with the Illinois Environmental Protection Agency as an electronics waste collection site, and the Town operates electronic-waste-collection program, allowing residents to drop off electronic waste for collection and disposal (“EWaste Recycling Program”); and

WHEREAS, with the implementation of the Consumer Electronics Recycling Act of 2017, options for county-wide recycling in McLean County are limited to one collection site; and

WHEREAS, McLean County has designated the Town of Normal EWaste Recycling Program site, 1301 West Warriner Street, Normal, Illinois, as the McLean County collection site; and

WHEREAS, the County, City, and Town find that it would be beneficial to all of their respective citizens to agree to allow all County residents to use the EWaste Recycling Program and to share the costs of that program between the governmental bodies.

The parties agree as follows:

Section 1. Purpose. The purpose of this agreement is (i) to allow residents of the City and County to participate in the EWaste Recycling Program and (ii) for the parties to share the costs associated with the EWaste Recycling Program.

Section 2. Term. The agreement begins on the date set forth in the introductory clause and continues through March 31, 2019. This agreement automatically renews for successive 12-month terms unless any party gives written notice that it does not want the term renewed. Notice must be given on or before February 1 for the non-renewal of the term beginning on the following April 1. If Vendor Costs above \$0 are proposed or implemented during the initial term of this agreement, the City or County may give written notice to all other parties to withdraw its participation and thus terminate the agreement.

Section 3. Parties' obligations. The Town will allow any resident of McLean County to participate in the EWaste Recycling Program. The County and the City agree to each pay the Town one-third of the Program costs as set forth under Section 4.

Section 4. Program Costs.

- 4.1. The Program Costs are (i) the Labor and Equipment Costs and (ii) Vendor Costs. The Labor and Equipment Costs are the costs of personnel and equipment necessary to maintain the Program. The Labor and Equipment Costs through March 31, 2019 are set forth in Exhibit A.

The Vendor Costs are any costs charged to the Town by any vendor for the transportation and disposal of the electronic waste. The Vendor Costs through 2019 are \$0.

- 4.2. Beginning in 2019, on or before January 5 of each year, the Town shall deliver to the City and the County the Program Costs that will apply for the 12-month term to begin the following April 1.
- 4.3. In 2018, the City and the County shall pay their one-third share of the Program Costs to the Town within 60 days after the execution of this contract. For each term beginning after 2018, the City and the County shall County shall pay their one-third share of the Program Costs to the Town on or before June 1 of that year.

Section 5. Beneficiaries. This contract is intended for the benefit of each party, and no other person or entity has rights under this contract, whether as a third-party beneficiary or otherwise.

Section 6. Amendment. This agreement may be modified by mutual consent of the parties and agreed to in writing.

The parties are signing this agreement as of the date set forth in the introductory clause.

City of Bloomington

County of McLean

By: _____
Tari Renner, Mayor

By: _____
County Board Chairman

ATTEST:

ATTEST:

By: _____
Cherry Lawson, City Clerk

By: _____
County Clerk

Town of Normal

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

Exhibit A

**TOTAL LABOR COSTS AND EQUIPMENT COSTS INCURRED BY
THE TOWN OF NORMAL FOR ELECTRONIC WASTE RECYCLING**

<u>DESCRIPTION</u>	<u>HOURS PER YEAR</u>	<u>COST PER HOUR</u>	<u>COST PER YEAR</u>
<i>LABOR COSTS</i>			
Week Day-Regular Employee	780.00	\$ 27.00	\$ 21,060.00
Saturday-Regular Employee	60.00	\$ 40.50	\$ 2,430.00
Intern Program	1,456.00	\$ 10.00	\$ 14,560.00
Administrative	12.00	\$ 45.98	\$ 551.76
<i>EQUIPMENT USAGE COSTS</i>			
Forklift	104.00	\$ 13.00	\$ 1,352.00
Pallet Jack	52.00	\$ 3.46	\$ 179.92
		Subtotal Labor Costs	\$ 38,601.76
		Subtotal Equipment Usage Costs	\$ 1,531.92
		TOTAL	\$ 40,133.68

**ONE-THIRD LABOR COSTS AND EQUIPMENT COSTS INCURRED BY
THE TOWN OF NORMAL FOR ELECTRONIC WASTE RECYCLING**

<u>DESCRIPTION</u>	<u>HOURS PER YEAR</u>	<u>COST PER HOUR</u>	<u>COST PER YEAR</u>
<i>LABOR COSTS</i>			
Week Day-Regular Employee	260.00	\$ 27.00	\$ 7,020.00
Saturday-Regular Employee	20.00	\$ 40.50	\$ 810.00
Intern Program	485.33	\$ 10.00	\$ 4,853.30
Administrative	4.00	\$ 45.98	\$ 183.92
<i>EQUIPMENT USAGE COSTS</i>			
Forklift	34.67	\$ 13.00	\$ 450.71
Pallet Jack	17.33	\$ 3.46	\$ 59.96
		Subtotal Labor Costs	\$ 12,867.22
		Subtotal Equipment Usage Costs	\$ 510.67
		TOTAL	\$ 13,377.89



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Letter of Understanding with the Illinois Department of Transportation to make improvements of 1.335 miles of Veterans Parkway and Empire Street, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Letter of Understanding with the Illinois Department of Transportation to make improvements of 1.335 miles of Veterans Parkway and Empire Street be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities; Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: City staff is recommending approval of a Letter of Understanding with the Illinois Department of Transportation (IDOT), which stipulates that the State of Illinois will pay for 1.335 miles of improvements to Veterans Parkway and Empire Street and that the City will continue its existing maintenance responsibilities (see attached).

The improvements to Veterans Parkway and Empire Street are part of IDOT's Multi-Year Program and include the following:

- Resurfacing, partial depth patching, and cold milling
- ADA ramp improvements at Veterans Parkway and Eastland Drive
- New pavement markings, raised reflective pavement markers, and detector loops

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Department of Transportation

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: TAQ-1 A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface

transportation mode; TAQ-5 Safe and efficient movement of freight by motor vehicle, rail and air, in the community and serving local, state, national and international markets.

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

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

Reviewed by: Jim Karch, P.E. MPA, Director of Public Works

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

Community Development review by: Bob Mahrt, Director of Community Development

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PW 1B LETTER OF UNDERSTANDING Veterans Letter of Understanding 20180514
- PW 1C MAINTENANCE AGREEMENT Veterans Letter of Understanding 20180514

FAP 704 & FAP 693, (I-55B & ILL 9)
Section (1,2)RS-3
County McLean
Job No. C-95-056-18
Agreement No. LU-518003
Contract No. 70D21

LETTER OF UNDERSTANDING

This agreement entered into this _____ day of _____, A.D., 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY of BLOOMINGTON, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 1.335 miles (7051.93 feet) of Veterans Parkway & Empire Street, FAP 704 & FAP 693 (I-55B & ILL 9), by performing the work necessary to complete the improvement in accordance with the approved plans and specifications; which consists of resurfacing, partial depth patching, and cold milling.

WHEREAS, the ADA ramps at the intersection of Veterans Parkway and Eastland Drive will be upgraded to meet current standards.

WHEREAS, new pavement markings, raised reflective pavement markers, and detector loops will also be installed.

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

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

1. The STATE agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction, and engineering costs.
3. The CITY agrees to continue its existing maintenance responsibilities as outlined in previous agreements.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY of BLOOMINGTON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Kensil A. Garnett, P.E.
Region Three Engineer

Date: _____

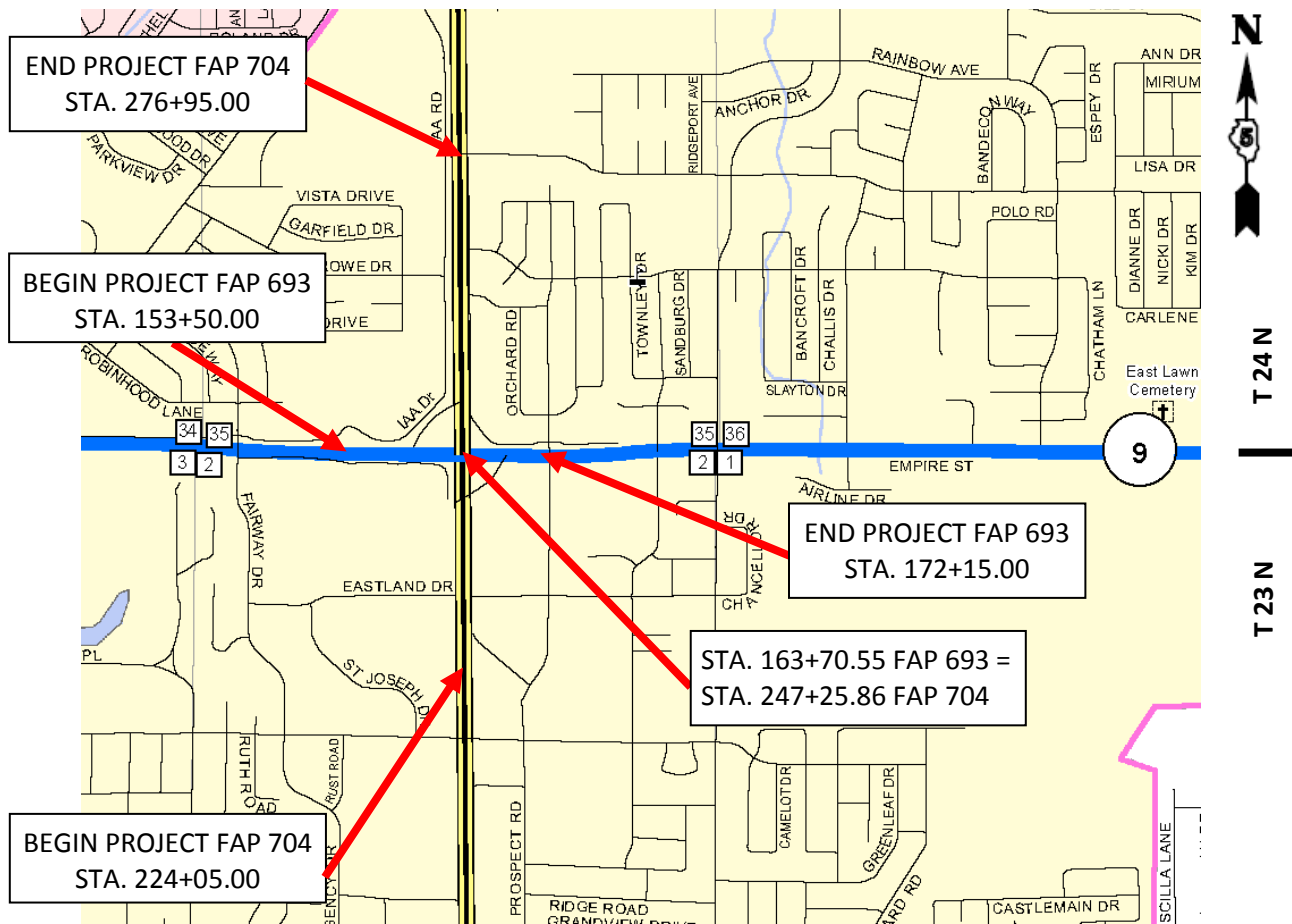
Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

LOCATION MAP

FAP 704 & FAP 693 (I-55B & ILL 9) (Veterans Parkway & Empire Street)
SECTION (1,2)RS-3
MCLEAN COUNTY

RESURFACING (3P)
N OF E WASHINGTON ST TO CLEARWATER AVE & SERVICE DR TO
PROSPECT RD
FEDERAL PROJECT NUMBER: LVBK(799)
CONTRACT NO.: 70D21
C-95-056-18



R 2 E

SCALE: N/A

TOTAL LENGTH OF SECTION & PROJECT = 7,155.00 FT = 1.355 MILES
NET LENGTH OF SECTION & PROJECT = 7,051.93 FT = 1.335 MILES

This agreement, entered into the _____ day of _____, 1997 by and between the State of Illinois, through its Department of Transportation, hereinafter called the **STATE**, and the city of Bloomington of McLean County, hereinafter called the **CITY**.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the motoring public, the **STATE** is desirous of improving Business Loop Route 55 (FA 704), State Section (1,2)W, RS&TS, also known as Veterans Parkway. The proposed improvement will begin approximately 84 meters (± 275 feet) north of Washington Street and extends northerly $\pm 1,654$ meters/5,430 feet (1.63 kilometers/1.02 miles) to a point 111 meters (364 feet) south of Clearwater Avenue. The said project will include the following work:

- A. Mainline Veterans Parkway Roadway - Widen and resurface Business Loop I-55 (Veterans Parkway) converting the existing dual two lane rural pavement cross section to a six lane curb and gutter urban pavement section. The proposed facility will consist of two three lane roadways separated by a 3 meter (10') wide raised median. Each roadway shall consist of three variable 3.3 to 4.2 meter (11' to 14') wide through lanes with 625 millimeter (2') wide concrete curb and gutter along both edges of the three lane pavement. Widening shall consist of bituminous base course, resurfaced with 76 millimeters (3") of bituminous concrete.
- B. Veterans Parkway/Eastland Drive Intersection - The intersection of Veterans Parkway with Eastland Drive will be reconstructed. Added turn lanes and increased turning radii will require widening 143 meters (470') and 76 meters (250') of the east and west legs of Eastland Drive respectively, resulting in the following lane configurations.
- South Leg - For northbound traffic, three through lanes, one each measuring 3.3, 3.6, and 4.2 meters (11', 12', and 14') in width, one left turn, and one right turn lane, each measuring 3.6 meters (12') in width, and three through lanes for southbound traffic, one each measuring 3.3, 3.6, and 4.2 meters (11', 12', and 14') in width.
 - North Leg - For southbound traffic, three through lanes, one each measuring 3.3, 3.6, and 4.2 meters (11', 12', and 14') in width, one right turn and two left turn lanes, all being 3.3 meters (11') in width. For northbound traffic, three through traffic lanes measuring 3.3, 3.6, and 4.2 meters (11', 12', and 14') in width.
 - West Leg - For westbound traffic, two 3.3 meter (11') wide through lanes. For eastbound traffic, two through lanes, one left turn and one right turn lane, all measuring 3.3 meters (11').
 - East Leg - For eastbound traffic, two 3.3 meter (11') wide through lanes. For westbound traffic, two through lanes, one left and one right turn lane, all measuring 3.3 meters (11') in width.
- C. Veterans Parkway/Empire Street (Illinois Route 9) Intersection - The addition of lanes and increased turn radii will result in the following lane configuration.
- North Leg - For southbound traffic, three through lanes, one each measuring 3.3, 3.6, and 4.2 meters (11', 12', and 14') in width, and two 3.6 meter (12') wide left turn lanes. For southbound traffic, three through lanes, one each measuring 3.3, 3.6, and 4.2 meters (11', 12', and 14') wide.
 - South Leg - For northbound traffic, three through lanes, one each measuring 3.3, 3.6, and 4.2 meters (11', 12', and 14') wide and two left turn lanes both measuring 3.6 meters (12') wide. For southbound traffic, three through lanes all measuring 3.6 meters (12') wide.
 - East Leg - For eastbound traffic, two 3.6 meter (12') wide through lanes. For westbound traffic, two 3.6 meter (12') wide through lanes and one 3.3 meter (11') right turn lane.

- West Leg - For eastbound traffic, two 3.6 meter (12') wide through lanes and one 4.2 meter (14') wide right turn lane. For westbound traffic, two 3.6 meter (12') wide through lanes.
- D. Traffic Signal Modernization - Traffic signals existing at the two intersections of Illinois Route 9 (Empire Street) and Eastland Drive with Veterans Parkway will be modernized. Fiber optic interconnect cable systems and a wide angle video imaging system will also be installed.
- E. Highway Lighting - Foundations will be constructed and conduit installed for future highway lighting as part of the **STATE's** contract. Poles, cable, luminaire, etc. will be provided by the **CITY** via its own forces or contractor, separate from the **STATE's** contract and this agreement.
- F. Sign Truss Lighting - Sign truss lighting will be modernized.
- G. Landscaping - The **STATE** will provide aesthetic landscaping including decorative retaining walls. Close coordination with the **CITY** and advisement with the city's Beautification Committee will also be incorporated.
- H. All other work necessary to complete the improvement will be performed in accordance with the approved plans.

WHEREAS, the **CITY** is desirous of the said improvement in that same will be of immediate benefit to **CITY** residents and permanent in nature; and

WHEREAS, the **CITY** has expressed its desire to participate in financing the cost of traffic signal modernization at Eastland Drive.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The **STATE** agrees to make the surveys, prepare plans and specifications, obtain the necessary right of way, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract.
2. The **STATE** agrees to pay all construction and engineering costs subject to reimbursement by the **CITY** as hereinafter stipulated.

	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>CITY</u>
Road Construction	\$4,685,000	\$3,748,000 (80%)	\$937,000 (20%)	\$0
Traffic Signal Modernization at Eastland Drive (Include Fiber Optic Cable & Video Imaging)	\$210,000	\$168,000 (80%)	\$21,000 (10%)	\$21,000 (10%)
At Eastland Drive Combination Highway Lighting/Signals (Foundations & Post for North Leg)	\$4,000	\$3,200 (80%)	\$400 (10%)	\$400 (10%)
At Eastland Drive Combination Highway Lighting/Signals (Cable, Conduit, Controller & Luminaire)	\$8,000	\$0	\$0	\$8,000 (100%)
Traffic Signal Modernization at Illinois Route 9 (Empire Street)	\$560,000	\$448,000 (80%)	\$112,000 (20%)	\$0
SUBTOTAL	\$5,467,000	\$4,367,200	\$1,070,400	\$29,400

Engineering (15%)	\$820,050	\$655,080	\$160,560	\$4,410
Land Acquisition	\$500,000	\$0	\$500,000	\$0
SUBTOTALS	\$6,787,050	\$5,022,280	\$1,730,960	\$33,810
CREDIT DUE TO CITY FOR TREE REPLACEMENT	\$0	\$0	\$6,500	(-\$6,500)
TOTALS	\$6,787,050	\$5,022,280	\$1,737,460	\$27,310
			SAY	\$28,000

** The CITY's share of the cost for permanent traffic signal modernization will not exceed 125 percent of the \$16,000 stated above, plus 15 percent engineering.

CITY participation shall be predicated on the percentages shown above for the specified work. CITY cost shall be determined by multiplying the final quantities times contract prices plus 15 percent for construction and preliminary engineering.

3. The CITY has passed a resolution appropriating \$28,000 to reimburse the STATE for traffic signal modernization at Eastland Drive. A copy of the resolution is attached hereto as Exhibit 2 and made a part hereof.
4. It is mutually agreed that the CITY's actual monetary reimbursement obligations to the STATE will be based on final bid unit prices of the awarded contract.
5. Upon final field inspection of the highway improvement and as long as Business Loop I-55/Veterans Parkway is used as a state highway, the STATE agrees to maintain or cause to maintain the highway's 12' wide through turn lanes, 14' wide bi-directional turn lane, curb and gutter adjoining these lanes, roadway shoulders and ditches, located within the state right of way, including mowing of shoulders and ditches.
6. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE including sidewalks, parkways, all appurtenances behind the curb and within the median, including landscaping, bollards, crosswalk and stop line markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition, including cleaning inlets, manholes and catch basins, manhole and catch basin frames, grates or lids. The maintenance, repair, and/or reconstruction of structural failures of storm sewers constructed as part of this improvement shall be the responsibility of the STATE.
7. The CITY shall retain its jurisdiction of Eastland Drive at all times.
8. The CITY agrees not to permit driveway entrance openings to be made in the curb as constructed, without the consent of the STATE.
9. The CITY shall exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
10. The CITY agrees to cause its utilities, located on right of way acquired by the STATE or installed within the limits of a roadway, to be relocated and/or adjusted at no expense to the STATE.

11. The **CITY** agrees to provide, prior to the **STATE's** advertising for the work to be performed hereunder, approval of the plans and specifications as prepared by resolution or letter.
12. Upon acceptance by the **STATE** of the traffic signal modernization at the intersections of Eastland Drive and Illinois Route 9 (Empire Street), the financial responsibility for maintenance and electrical energy of the said signals, highway lighting, truss lighting, surveillance cameras, interconnect system, and video imaging system shall be proportioned as follows:

INTERSECTION	LEVEL OF MAINTENANCE	MAINTENANCE	ELECTRICAL ENERGY
Traffic Signals: Veterans Parkway at Eastland Drive	I	State 50% City 50%	State 0% City 100%
Traffic Signals: Veterans Parkway at Illinois Route 9 (Empire Street)	I	State 100% City 0%	State 0% City 100%
Fiber Optic Interconnect Cable System		State 50% City 50%	State 0% City 100%
Wide Angle Video Imaging System at Veterans Parkway & Illinois 9 (Empire Street)		State 100% City 0%	State 0% City 100%
Wide Angle Video Imaging System at Veterans Parkway & Eastland Drive		State 50% City 50%	State 0% City 100%
Truss Lighting		State 100% City 0%	State 0% City 100%
Highway Lighting		State 0% City 100%	State 0% City 100%
Surveillance Cameras		State 50% City 50%	State 0% City 100%

It is mutually agreed that the actual signal maintenance, fiber optic interconnect system, video imaging system, surveillance cameras, truss lighting, and highway lighting will be performed by the **CITY** either with its own forces or through an ongoing contractual agreement.

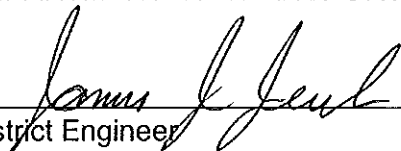
It is further agreed that the signals shall be maintained at least to Level of Maintenance I, which is specified in the attached Exhibit No. 6 and made a part hereof.

Upon acceptance by the **STATE** of the traffic signal installation(s) included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the **STATE** and the **CITY** on July 11, 1980.

13. The **STATE** agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The **CITY** agrees to pay their proportionate share of this cost as billed by the local power company.
14. The **CITY** agrees to assume the responsibility of planting trees to replace those trees having been removed as a result of the road construction. Tree replacement shall be completed in accordance with conditions set forth in the **STATE's** urban tree replacement procedures, a copy of which is attached hereto as Exhibit 7 and made a part of. The **STATE** agrees to reimburse the **CITY** for 100 percent of the actual tree replacement costs, subject to a maximum of \$250 for each newly planted tree. The actual number of trees to be replaced is 26 and the total maximum tree replacement cost to the **STATE** and reimbursement to the **CITY** is \$6,500. The **STATE's** reimbursement to the **CITY** shall be in the form of a \$6,500 credit to be applied against the **CITY's** share of cost of other improvements made in conjunction with the I-55 Business Loop (Veterans Parkway) road project. The **CITY** further agrees to complete all 26 tree plantings within a year after the final field inspection of this Veterans Parkway reconstruction contract and allow **STATE** personnel to inspect the tree planting operations both during and upon completion of the work.
15. The **STATE** agrees to invite a **CITY** representative to accompany **STATE** personnel during field inspection of the traffic signal modernization.
16. The **CITY** will adopt and put into effect, prior to the **STATE's** advertising of the work to be performed hereunder, an appropriate ordinance regulating parking along Business Loop I-55 (Veterans Parkway). A copy of this ordinance is attached as Exhibit No. 3 and made a part hereof.
17. The **CITY** will adopt and put into effect, prior to the **STATE's** advertising for the work to be performed hereunder, an appropriate ordinance regulating encroachments within the limits of the improvement; a copy of which is attached as Exhibit No. 4 and made a part hereof. Such disposition of encroachment shall be cooperatively determined by representatives of the **CITY** and **STATE**.
18. The **CITY** will continue to enforce Ordinance No. 1987-55 it had adopted on May 26, 1987 relative to prohibiting the connection of sanitary or waste sewers to storm sewer drainage systems. A copy of this ordinance is attached as Exhibit No. 5 and made a part hereof.
19. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by July 1, 2000.

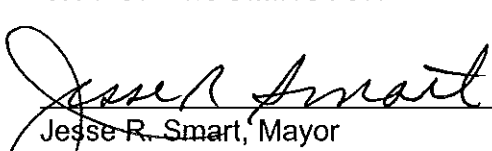
This agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

Executed on Behalf of the STATE OF ILLINOIS,
DEPARTMENT OF TRANSPORTATION


District Engineer

MARCH 18, 1997
Date

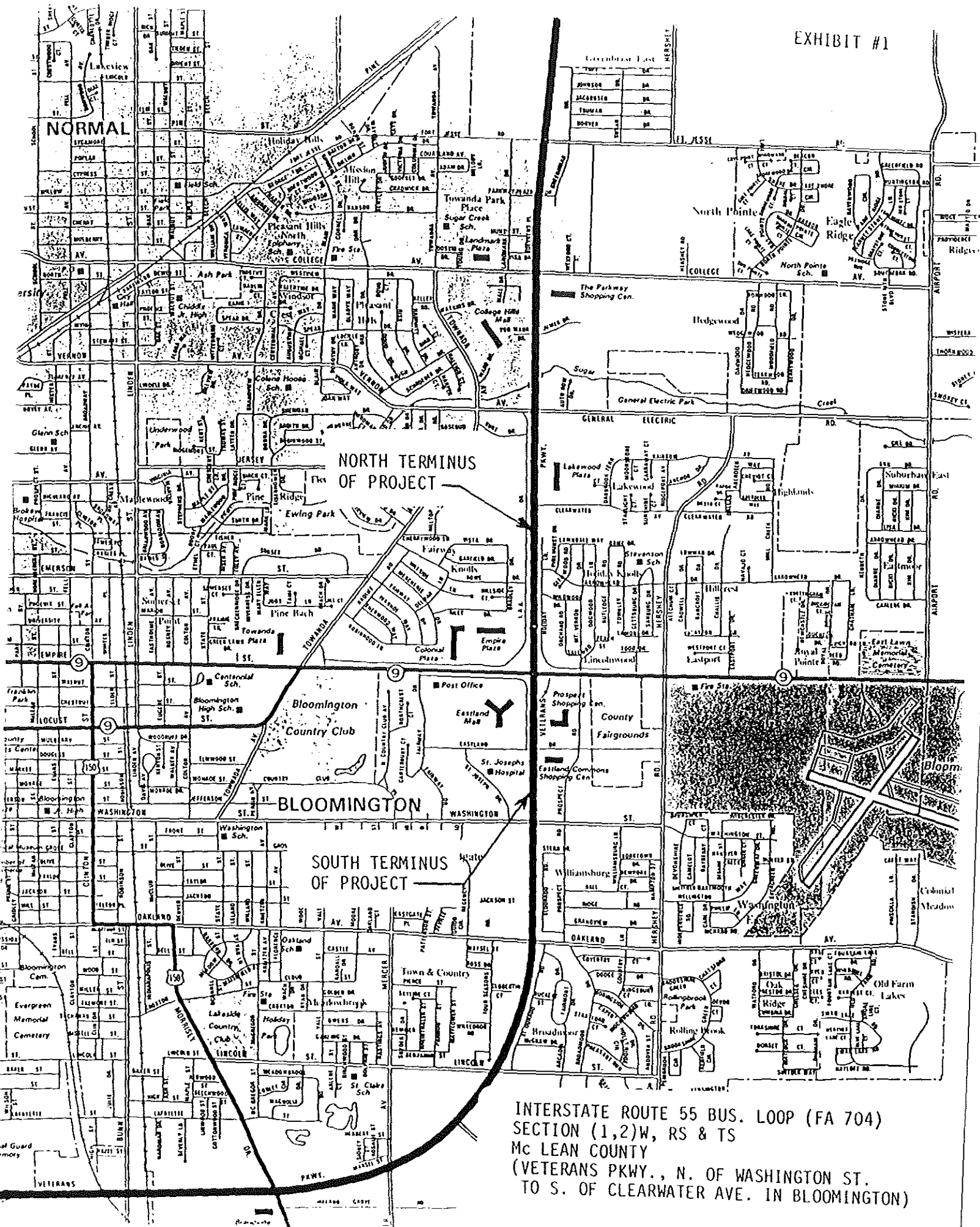
Executed on Behalf of the
CITY OF BLOOMINGTON


Jesse R. Smart, Mayor

MARCH 11, 1997
Date

ATTEST

 MARCH 11, 1997
Tracy Covert, City Clerk Date



INTERSTATE ROUTE 55 BUS. LOOP (FA 704)
 SECTION (1,2)W, RS & TS
 Mc LEAN COUNTY
 (VETERANS PKWY., N. OF WASHINGTON ST.
 TO S. OF CLEARWATER AVE. IN BLOOMINGTON)

RESOLUTION NO. 1997-14

APPROPRIATION OF FUNDS FOR TRAFFIC SIGNAL MODERNIZATION AND COMBINATION HIGHWAY LIGHTING AT EASTLAND DRIVE

WHEREAS, the city of Bloomington of McLean County, Illinois, hereinafter called the CITY, has entered into an agreement with the state of Illinois through its Department of Transportation, hereinafter called the STATE, of which the said parties are to participate in sharing certain costs for improving Business Loop I-55 (FA 704), also known as Veterans Parkway, within the CITY's corporate limits; identified under State Section (1,2)W, RS&TS.

WHEREAS, in compliance with the aforementioned agreement, it is necessary for the CITY to appropriate GENERAL FUNDS and/or OTHER FUNDS to pay its reimbursement to the STATE for the engineering and construction costs of modernizing traffic signals at Veterans Parkway and Eastland Drive and install combination highway lighting at the same locale.

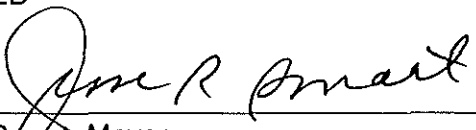
NOW, THEREFORE, BE IT RESOLVED that there is appropriated the sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000) or so much thereof as may be necessary, from money now and hereinafter allotted to the CITY to pay its share of engineering and construction costs, as provided in the agreement, and

Upon receipt of the first and subsequent progress payments made to the contractor, the CITY will pay to the Illinois Department of Transportation of the state of Illinois, to and from any funds allotted to the CITY, an amount equal to the CITY's share of \$28,000 divided by the estimated construction costs, \$5,467,000, multiplied by the actual progress made to the contractor until the entire obligation incurred under the Agreement has been paid, based upon final bid unit prices.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide additional funds if the amount appropriated herein proves to be insufficient to cover its share of the costs.

STATE OF ILLINOIS)
) ss
CITY OF BLOOMINGTON)

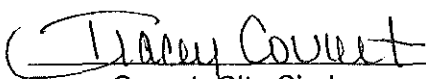
APPROVED



Jesse R. Smart, Mayor

I, Tracy Covert, City Clerk, in and for the city of Bloomington hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the Bloomington City Council at a meeting on March
10 1997.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of March
_____, 1997.



Tracy Covert, City Clerk

ORDINANCE NO. 1997-12

REGULATING PARKING ON VETERANS PARKWAY

WHEREAS, the city of Bloomington of McLean County, Illinois has entered into an agreement with the State of Illinois for the improvement of Business Loop 55 (FA 704), Section (1,2)W, RS&TS also known as Veterans parkway, beginning 84 meters (±275') north of Washington Street and extending northerly ±1,654 meters/5,430 feet (1.63 kilometer/1.02 mile) to a point 111 meters (364 feet) north of Clearwater Avenue.

NOW, THEREFORE, BE IT ORDAINED by the city of Bloomington of McLean County, Illinois.

SECTION 1: That in order to provide the health, safety, and welfare of its citizens, parking will be prohibited on both sides of Veterans Parkway from the city's south corporate limits at Interstate 55 extending easterly and northerly 7.33 miles to its north corporate limits at Vernon Avenue/G. E. Road,

SECTION 2: Any person, firm, or corporation violating the provisions of this ordinance shall be fined not less than \$ 10 nor more than \$ 25 for each offense.

SECTION 3: The CITY will enact further ordinances requiring parking restrictions at locations immediately adjacent to the improvement as may be determined to be necessary by the STATE from results of traffic capacity studies when construction of the above described state section has been completed and the highway has resumed normal operations.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

PASSED this day of March 10, 1997.

AYES	<u>7</u>
NAYES	<u>0</u>
ABSENT	<u>1</u>

APPROVED:

Jesse R. Smart
Mayor Jesse R. Smart

ATTEST:

Tracy Covert
Tracy Covert, City Clerk

ORDINANCE NO. 1997-13

**AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC
RIGHT OF WAY IN THE CITY OF BLOOMINGTON OF MCLEAN COUNTY,
ILLINOIS**

WHEREAS, the city of Bloomington, McLean County, Illinois, hereinafter known as the **CITY**, and the state of Illinois, acting by and through its Department of Transportation, Division of Highways, hereinafter known as the **STATE**, have entered into an agreement relative to the improvement of Business Loop I-55 (FA 704) also known as Veterans Parkway from 275 feet south of Washington Street and extending northerly 1.02 miles to a point 364 feet south of Clearwater Avenue.

WHEREAS, in order to facilitate said improvement, it is necessary for the **CITY** to adopt an ordinance regulating encroachments on the right of way for said improvement in accordance with the following definition:

Roadway Right of Way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by temporary easement during the time the easement is in effect;

Project Right of Way is defined as those within the project right of way lines established jointly by the **CITY**, State, and the Federal Highway Administration which will be free of encroachments except as hereinafter defined;

Encroachment is defined as any building, fence, sign (excluding certain signs located on sidewalks), or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located, or maintained in, on, under, or over any portion of the project right of way or the roadway right of way where no project right of way line has been established.

Permissible Encroachment is defined as any existing awning, marquee, advertising sign, or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic and traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right of way line and not confined by adjacent buildings.

Construction Easement Area is defined as area lying between the project right of way limits and the platted street limits within which the **CITY**, by concurrence in the establishment of the project right of way lines, will permit the **STATE** to enter to perform all necessary construction operations; and

WHEREAS, representatives of the **CITY** and the **STATE** have cooperatively established project right of way lines and have mutually determined the disposition of encroachments.

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

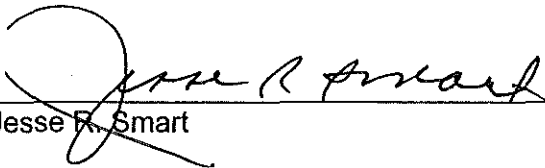
Section 1: It shall be unlawful for any person, firm, or corporation to erect or cause to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined).

Section 2: This ordinance is intended to and shall be in addition to all other ordinances, rules, and regulations concerning encroachments and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict therewith.

Section 3: Any person, firm, or corporation violating this ordinance shall be fined not less than _____ Dollars (\$) nor more than _____ Dollars (\$) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

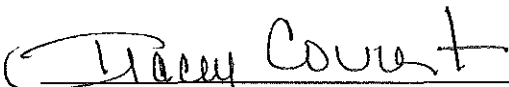
Section 4: This ordinance shall be published one time within ten days after its passage in a newspaper having a general circulation in the city of Bloomington, Illinois, and shall be in full force and effect after its passage, publication, and approval as provided by law.

PASSED AND APPROVED THIS 10th DAY OF March, 1997



Mayor Jesse R. Smart

ATTEST:



Tracy Covert, City Clerk

Ordinance No. 1987-55

ORDINANCE NO. 1987-55

AN ORDINANCE
PROHIBITING THE CONNECTION OF SANITARY
OR WASTE SEWERS TO STORM WATER DRAINAGE SYSTEMS

BE IT ORDAINED, by the City Council of the CITY OF BLOOMINGTON, McLean County, Illinois:

Section 1. It shall be unlawful for any person, firm or corporation, or institution, public or private, to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances, to any open ditch, drain, or drainage structure installed solely for street or high drainage purposes in the

Section 2. This ordinance is intended to and shall be in addition to all other ordinances, State statutes, rules and regulations concerning pollution and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict herewith.

Section 3. Any person, firm, or corporation violating this ordinance shall be fined not less than _____ Dollars (\$ _____), nor more than _____ Dollars (\$ _____) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

Passed and approved the 26 day of
May, 1987

James R. [Signature]
Mayor

ATTEST:

[Signature]

TRAFFIC SIGNAL MAINTENANCE PROVISIONS

LEVEL I

The maintaining agency agrees to:

1. Patrol the traffic control signal system on a regular basis and replace burned out lamps or damaged sockets as may be required. All lamps should be replaced as frequently as experience proves necessary to prevent undue failures. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
2. Keep signal heads properly adjusted, controller cabinets, signal posts, and controller pedestals tight on their foundations and in alignment.
3. Keep detector equipment in proper working order.
4. Check the controllers, relays, and detectors at frequent intervals to ascertain that they are functioning properly and make all necessary repairs and replacement.
5. Keep interior of controller cabinet in a neat condition at all times.
6. Remove, clean and overhaul the controllers (except solid-state), relays, special auxiliary control equipment, and time clock once a year or more often if necessary. When solid-state controllers malfunction, they shall be removed, repaired, and bench checked. Solid-state controllers shall not be removed for annual maintenance inspections.
7. Replace burned out fuses.
8. Clean reflectors, lenses, and lamps once every six (6) months.
9. Repaint all signal components exposed to weather on a regular basis.
10. Repair or replace any and all equipment damaged by any cause whatsoever.
11. Be responsible for make recovery for damage to any part of the installation or systems from the party causing the damage.
12. Provide alternate traffic control during a period of failure or when the controller must be disconnected. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities.
13. Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at an intersection are considered emergencies.
14. Provide the DEPARTMENT the names, addresses, and telephone numbers of at least two persons who will be available for emergency repair of the traffic signals and keep the DEPARTMENT informed of any changes of same.

DISTRICT 3 - URBAN TREE REPLACEMENT PROCEDURE

The purpose of the Urban Tree Replacement Policy is to protect and preserve roadside trees along state highways to the fullest extent possible consistent with standards of highway safety. Where trees are in conflict with the proposed construction and must be removed, the district shall pursue opportunities for providing replacement trees.

The STATE shall remove or cause to be removed any trees on proposed or existing right of way that are deemed, by the STATE, to be in conflict with the proposed construction. The STATE shall inform the CITY OF BLOOMINGTON of the number of trees removed as determined in the design plan quantity. The CITY shall replace all trees removed, at a ratio of 1:1, with 2" to 2 1/2" diameter balled and burlapped native stock trees. The tree species shall be determined by the CITY to conform with their tree planting and/or tree replacement policy. The STATE will advise the CITY on plant selection and planting, if requested. The tree replacement shall be documented by a joint field inspection by the CITY and the STATE prior to and following planting. The STATE shall compensate the CITY \$250 per tree for the cost of furnishing and planting the replacement trees or for causing them to be furnished and planted in accordance with the STATE's Standard Specifications for Road and Bridge Construction. The reimbursable cost for each newly planted replacement tree is contingent upon the provisions of a related local-STATE agreement.

The STATE desires that replacement trees be planted on the street right of way within the limits of the improvement if there is sufficient planting area. If additional planting area is required, the remaining replacement trees shall be planted on other public and/or on private properties adjacent to or near the site of the tree removal. The CITY shall obtain the necessary agreements with other governmental agencies and/or permissions and easements or from private property owners required to plant replacement trees on other public or private properties.

The CITY shall provide the STATE with documentation specifying governmental agencies and/or land owners' consent to plant replacement trees on their property.



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENTS: Public Works

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process and approving an Agreement with Evoqua Water Technologies for Odor Control Services for the Grove Sewage Lift Station, for approximately \$35,000 annually, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Resolution Waving the Formal Bidding Process and approving an Agreement with Evoqua Water Technologies for Odor Control Services for the Grove Sewage Lift Station, for approximately \$35,000 annually be approved, and the Mayor and City Clerk be authorized to execute the Resolution.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: Goal 2c. Functional, well maintained sewer collection system

BACKGROUND: The agreement with Evoqua Water Technologies is necessary to address odor and corrosion issues associated with the Grove Sewage Lift Station force main. The Bloomington and Normal Water Reclamation District (BNWRD) has notified staff of issues related to hydrogen sulfide (H₂S) corrosion and odor in the infrastructure downstream of the force main discharge point. Action is necessary to limit infrastructure damage associated with the corrosive nature of the H₂S.

The Town of Normal has had success with the same Evoqua Water Technologies Bioxide Solution product proposed by this agreement to address H₂S issues associated with the Airport Road Pump Station. Staff has investigated several technologies to address the H₂S issue and recommends the Evoqua Bioxide Solution product due to its known effectiveness and the positive experience of the Town of Normal with same concern. Due to the time constraints and proven success of this company, City staff is requesting the City Council waive the formal bidding requirements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington and Normal Water Reclamation District, Town of Normal

FINANCIAL IMPACT: The cost of the odor and corrosion control services are estimated at approximately \$35,000 annually. The final costs will depend on establishing an effective Bioxide dose rate which is dependent on seasonal variations in wastewater conditions and sewage properties. Funding in the amount of \$30,000 is included in the FY 2019 Budget under the Sanitary Sewer Fund – Lift Station Supplies account (51101100-71125). If the cost exceeds

\$30,000 sufficient funds are available in the budget roll-up group of accounts in the Sanitary Sewer Fund to absorb the approximate additional amount of \$5,000. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on page 104.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Assistant City Engineer

Reviewed by: Jim Karch, P.E. MPA, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PW 5B Evoqua Water Technologies AGREEMENT and Proposal
- PW 5C RESOLUTION Authorizing Waiving of Technical Bidding Requirements



May 8, 2018

Ryan Otto
City of Bloomington Public Works
PO Box 3157
Bloomington, IL 61702
Office: (309) 434-2225
Email: rotto@cityblm.org

**RE: FULL SERVICE ODOR CONTROL
GROVE LS
CITY OF BLOOMINGTON, IL
Evoqua Proposal: 2017-231645r1**

Dear Mr. Otto,

Thank you for your interest in Evoqua Water Technologies LLC. We are pleased to submit the following proposal for the installation of a Bioxide® Chemical Feed and Storage Systems at the Grove Pump Station. This proposed feed system will help control odors and corrosion at the outfall manhole of the Grove Pump Station forcemain.

During the Month of September, 2017, both liquid and vapor sampling were completed at the wetwell of Grove Pump Station and the outfall forcemain, located at Towanda Barnes and Brokaw Roads. The attached proposal outlines recommendations for the treatment of sulfides in this line.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

If you have any questions, please do not hesitate to contact me at (815) 341-2626.

Sincerely,

Evoqua Water Technologies LLC

Greg Urbanowski

Gregory Urbanowski
Western Region District Manager

2650 Tallevast Road, Sarasota, FL 34243 USA

Tel: +1 (800) 345-3982

Fax: +1 (941) 359-7985

www.evoqua.com



eVOQUA
WATER TECHNOLOGIES



BIOXIDE® ODOR CONTROL SYSTEM

Grove Lift Station
City of Bloomington, IL

Quotation #2017-231645r1

May 8, 2018

Western Region District Manager

Gregory Urbanowski
Evoqua Water Technologies LLC
Mobile: (815) 341-2626
Email: Gregory.Urbanowski@evoqua.com



2650 Tallevast Road, Sarasota, FL 34243 USA

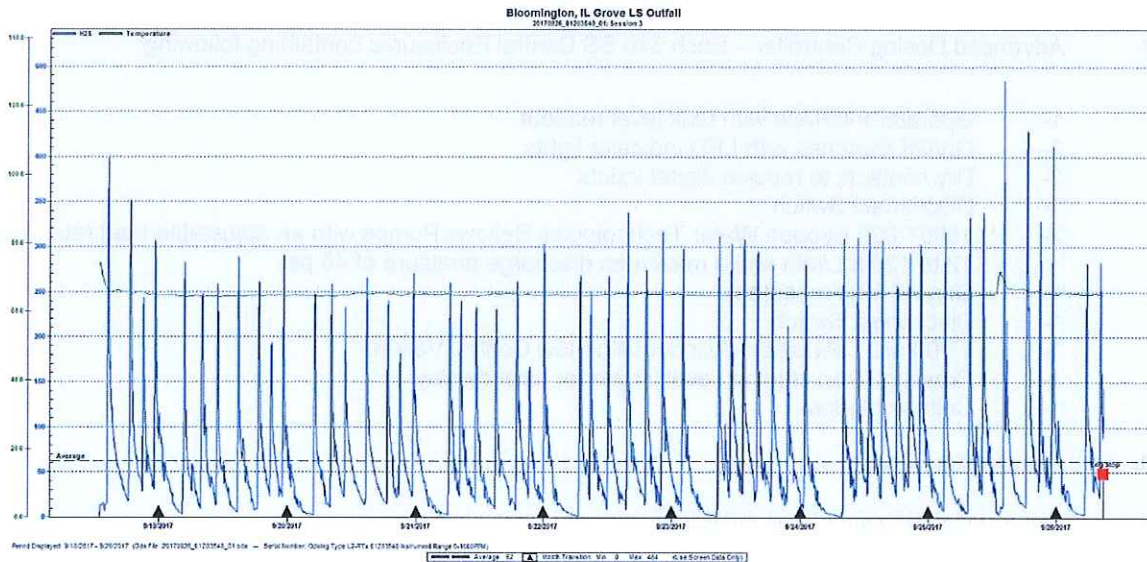
Tel: +1 (800) 345-3982

Fax: +1 (941) 359-7985

www.evoqua.com

BACKGROUND

Each day the Gove LS pumps about 95,000 gallons of wastewater through a 12" forcemain. The length of the forcemain is about 2 miles, and the average wastewater detention time in the pipe averages about 15.5 hours. The wastewater in the line quickly becomes septic; promoting conditions leading to the formation of hydrogen sulfide. The graph below shows high hydrogen sulfide levels. When hydrogen sulfide levels exceed an average of 10ppmv per day, concrete and metal corrosion is very likely. When peak hydrogen sulfide levels exceed 20ppmv at any time during the day, odor complaints are a likely result. Both the average and peak sulfide levels at this location exceed the levels where odors and corrosion are observed.



OBJECTIVES

The objective of the program is to reduce the average hydrogen sulfide levels to non-detectable levels and to keep any peak concentrations to less than 10ppmv.

SOLUTION

Evoqua recommends a Full Service Odor ControlSM Program utilizing Bioxide[®] Solution to treat hydrogen sulfide at the control point. In order to successfully prevent the formation of sulfides in the forcemain, chemical must be dosed at the Grove LS.

Based on the average daily flow, field data, and sulfide modeling it is expected that the average daily dose rate of Bioxide will be between 10 and 22 gallons. The variation in dose rate is dependent on seasonal variations in wastewater conditions.

EQUIPMENT

The following equipment will be provided. All equipment will remain the property of Evoqua Water Technologies.

<u>Quantity</u>	<u>Item</u>
1-	1,550 Nominal Gallon High Density Cross Linked Polyethylene Double Wall Chemical Storage Tank 8'0" Diameter, 6'11" Tall, Specific Gravity 1.65)
1-	Advanced Dosing Controller – Each 316 SS Control Enclosures containing following: <ul style="list-style-type: none"> 1- Operator Interface with tank level readout 2- On/Off Switches with LED indicator lights 2- Dry contacts to receive digital inputs 1- Disconnect Switch 2- 15907-002 Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 12 to 120 mL/min and a maximum discharge pressure of 40 psi. 1- Ground fault receptacle 1- Disconnect Switch 1- 1,000 mL Calibration Cylinder with Flow Control Valves 1- Pressure Transducing Level Probe for local display 1- Cellular Modem
1-	Temperature Probe
1-	Single Wall Piping Kit shall consist of: <ul style="list-style-type: none"> 40 ft ½" Polyethylene Tubing 1- 2" Stainless Steel Male Camlock 1- 2" Plastic Female Camlock Cap.
1-	Installation Services

SERVICES

An Evoqua service technician will visit the site to perform routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written report. On-site routine maintenance service will be scheduled in advance and include, but not be limited to the following:

- Provide monthly maintenance and optimization services. Routine Service shall include, but not be limited to:
 1. Checking the equipment for proper operation
 2. Performing compliance sampling at the control point
 3. Performing scheduled preventative maintenance on equipment.
 4. Submitting a report outlining services and observations during the routine service visit.

SCHEDULE

Evoqua can begin the Full Service Odor ControlSM Program within four to six weeks of authorization to proceed, after Evoqua contract approval, and depending on scheduling.



PRICING

Evoqua is pleased to offer the following pricing option for equipment, chemicals and services for a one (1) year period, with four (4) one (1) year extensions. Initial pricing is valid through May 31, 2019. The contract price will be reviewed on an annual basis per the original contract and the extensions will be exercised with mutual agreement by both parties.

Bioxide® Solution: \$3.10/gallon, delivered in minimum 1,200 gallon-bulk loads. All deliveries require 5-7 business days' notice from receipt of purchase order. Price includes delivery, Prepaid (PPD).

Equipment and Service Fee: \$300/month

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The attached Terms and Conditions are considered part of this proposal and shall prevail.

The price associated with this quote will remain in effect for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, we would appreciate the opportunity to discuss alternatives with you.

If you have any questions, please do not hesitate to contact Gregory Urbanowski at (815) 341-2626.

Prepared by:

Joost Goossens

Joost Goossens
Sr. Applications Engineer

Evoqua Water Technologies LLC
4213 Thamesgate Close
Norcross, GA 30092
Tel: (770) 900-1066
Email: joost.goossens@evoqua.com
www.evoqua.com



**RE: FULL SERVICE ODOR CONTROL
GROVE LS
CITY OF BLOOMINGTON, IL
Evoqua Proposal: 2017-231645r1**

Evoqua will process your order when we receive acceptance of this proposal. Please sign and return this page only. Send signed page to sheri.whalen@evoqua.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O.Number _____

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

RESOLUTION NO. 2018 – _____

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF EVOQUA WATER TECHNOLOGIES FOR ODOR CONTROL SERVICES FOR THE GROVE SEWAGE LIFT STATION

WHEREAS, the Grove Sewage Lift Station requires treatment to address odor, corrosion, and hydrogen sulfide issues; and

WHEREAS, Evoqua Water Technologies offers a complete odor control system which has been used by other communities including the Town of Normal to address to the same issues being experienced by the Grove Sewage Lift Station; and

WHEREAS, staff recommends waiving the formal bidding process and entering into an agreement with Evoqua Water Technologies for Odor Control Services for the Grove Sewage Lift Station.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That the recitals set forth above are incorporated herein, the formal bid requirements waived and the Interim City Manager, or designated representatives, is authorized to secure the purchase of the Evoqua Water Technologies Odor Control Services, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 14th day of May, 2018.

APPROVED this ____ day of May, 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Ordinance approving a Petition from CIP, LLC, for a Final Plat for Airport Park 19th Addition Final Plat, located east of Ekstam Drive and south of Cornelius Drive, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Ordinance approving a Petition from CIP, LLC for a Final Plat for Airport Park 19th Addition Final Plat, located East of Ekstam Drive and south of Cornelius Drive be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3 Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: a. Retention and growth of current local businesses

BACKGROUND: The subject final plat creates three lots in preparation for three apartment buildings.

This final plat consists of three lots located East of Ekstam Drive and south of Cornelius Drive. The zoning in this area is B-1 Highway Business District.

The proposed final plat creates Lots 150, 149, and 148 to the south of the existing lot 151.

The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and the current preliminary plan; City staff has no objections to the plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: CIP, LLC

FINANCIAL IMPACT: None. All survey and plat costs were paid by CIP, LLC.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changes trends in age-group composition, income and family living habits)

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

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis P.E., Civil Engineer I

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

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

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: George Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PW 3B Attachment – Petition
- PW 3C Attachment – Ordinance
- PW 3D Attachment – Legal Description
- PW 3E Attachment – School District Certificate
- PW 3F Attachment – County Clerks Certificate
- PW 3G Attachment – Owners Certificate
- PW 3H Attachment – Drainage Certificate
- PW 3I Attachment – Final Plat Checklist
- PW 3J Attachment – Map
- PW 3K Attachment – Final Plat
- PW 3L Attachment – Tap On Memo

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois

)

)ss.

County of McLean

)

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

Now comes CIP, L.L.C., hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference.
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Airport Park Subdivision Nineteenth Addition.

WHEREFORE, your petitioner respectfully prays that said Final Plat for Airport Park Subdivision Nineteenth Addition submitted herewith be approved.

Respectfully submitted,

CIP, L.L.C., Owner, by one of its Managers,
Hundman Management, L.L.C.,

BY: 

ORDINANCE NO. 2018 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF AIRPORT PARK SUBDIVISION
NINETEENTH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Airport Park Subdivision Nineteenth Addition, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended: none; and

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

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 Final Plat of the Airport Park Subdivision Nineteenth Addition and any and all requested exemptions and/or variations be, and the same is hereby approved.

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

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

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

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

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

PASSED this 14th day of May, 2018.

APPROVED this __ day of May, 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry Lawson, City Clerk

Description of Property


A part of the Southeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 151 in Airport Park Subdivision Eighteenth Addition according to the Plat recorded July 6, 2017 as Document No. 2017-11833 in the McLean County Recorder's Office. From said Point of Beginning, thence south 400.00 feet along the East Line of Ekstam Drive which forms an angle of $90^{\circ}-00'-00''$ as measured from east to south with the South Line of said Lot 151 to the Northwest Corner of Lot 147 in Airport Park Subdivision Third Addition according to the Plat recorded July 16, 2002 as Document No. 2002-24827 in said Recorder's Office; thence east 200.00 feet along the North Line of said Lot 147 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Northeast Corner of said Lot 147; thence north 400.00 feet along the Southerly extension of the East Line of said Lot 151 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Southeast Corner of said Lot 151; thence west 200.00 feet along the South Line of said Lot 151 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning.

SCHOOL DISTRICT CERTIFICATE

This is to certify that the property herein described in the Surveyor's Certificate, which will be known as Airport Park Subdivision Nineteenth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this 5th day of April, 2018.

CIP, L.L.C., Owner, by one of its Managers,
Hundman Management, L.L.C.,

BY: 
Member

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark Fetzer, personally known to be the same person whose name is subscribed to the foregoing school district certificate, appeared before me this day, in person, and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 5th day of August, 2018.





Notary Public

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, KATHY MICHAEL, County Clerk of McLean County, State of Illinois, do hereby certify that on the 10 day of April, 2018, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.



County Clerk, McLean County, Illinois

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereby certifies that it is the owner of all the premises embodied in the attached Plat of Airport Park Subdivision Nineteenth Addition, to the City of Bloomington, McLean County, Illinois, and that it has caused said Plat to be made and that it is a true and correct plat of Airport Park Subdivision Nineteenth Addition to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes those areas shown for same on the Plat.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 5th day of April, 2018.

CIP, L.L.C., Owner, by one of its Managers,
Hundman Management, L.L.C.,

BY: [Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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

Given under my hand and notarial seal this 5th day of April, 2018.



[Signature]
Notary Public

DRAINAGE STATEMENT

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

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



Jeffrey M. Gastel
Registered Professional Engineer No. _____
OWNER: _____
BY: _____



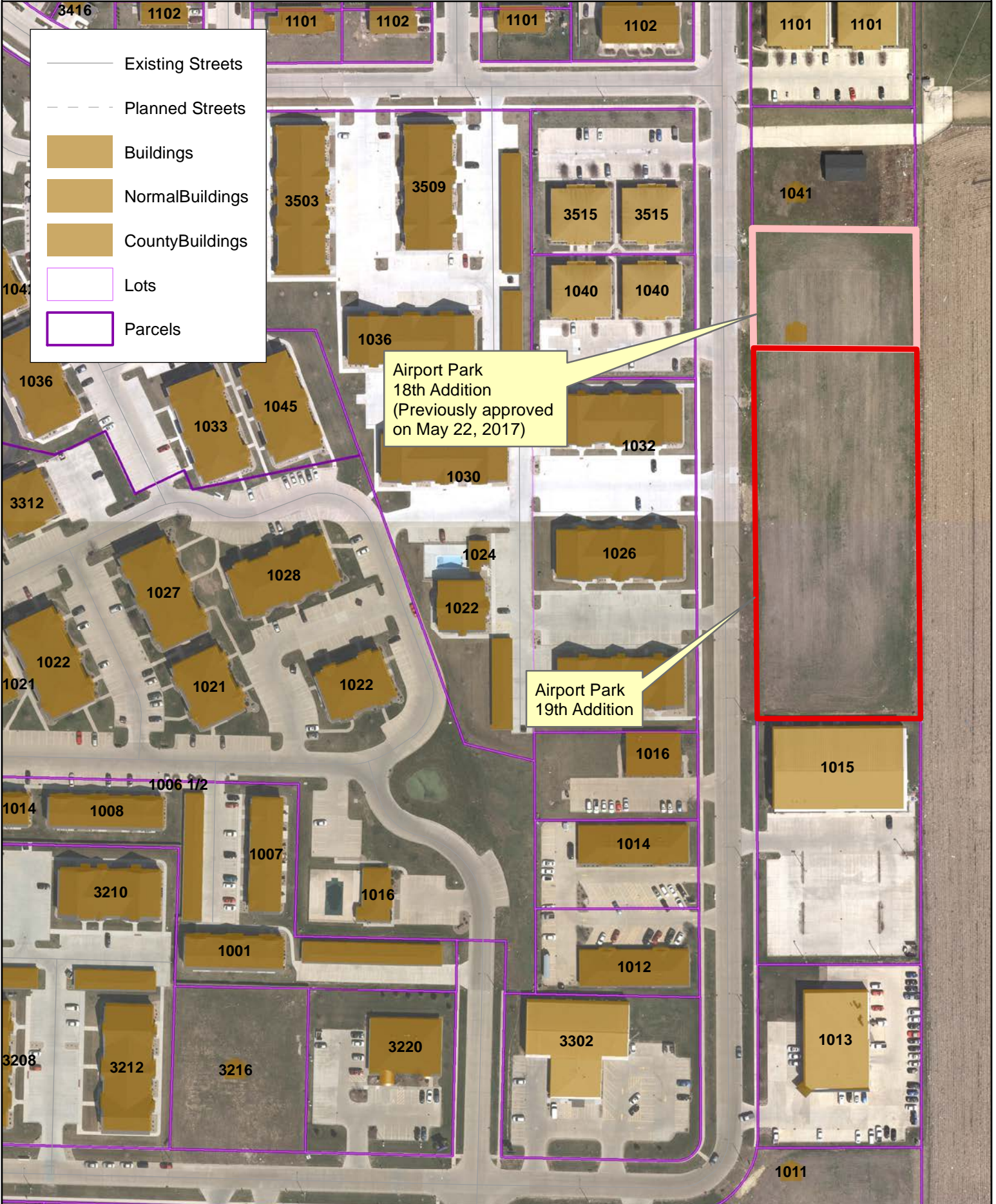
Airport Park Subdivision Nineteenth Addition

Date Prepared: 4/24/2018

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	Not yet
	Digital CAD format submittal provided to Public Works	Not yet
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	
	Retains the design characteristics of approved public improvement engineering plans and specifications.	
	Final Plat is signed by IL licensed surveyor	
	Plans for all public improvements approved by Public Works	



- Existing Streets
- Planned Streets
- Buildings
- NormalBuildings
- CountyBuildings
- Lots
- Parcels



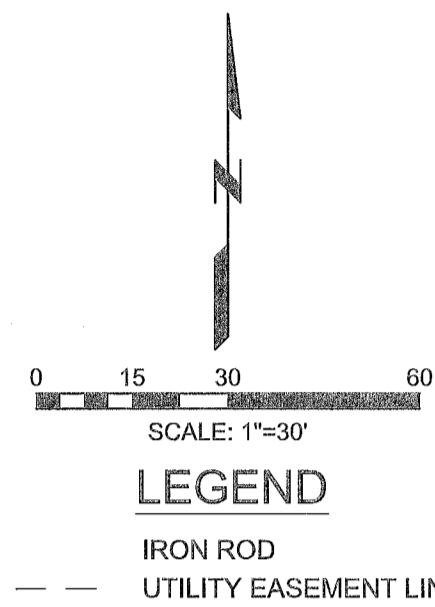
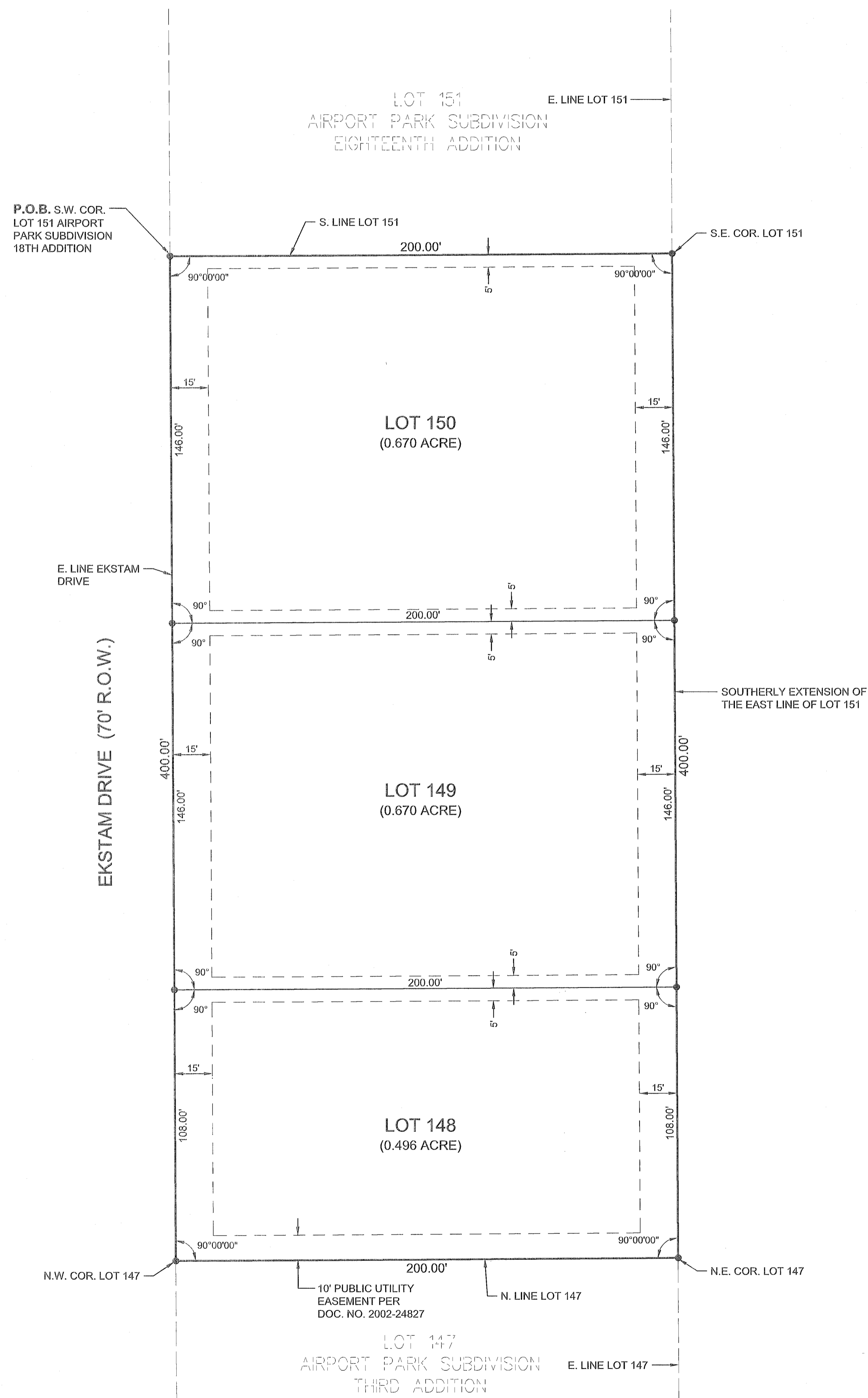
Airport Park
18th Addition
(Previously approved
on May 22, 2017)

Airport Park
19th Addition



AIRPORT PARK SUBDIVISION NINETEENTH ADDITION

PART OF S.E. 1/4 SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



SURVEYOR'S DECLARATION

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

A part of the Southeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 151 in Airport Park Subdivision Eighteenth Addition according to the Plat recorded July 6, 2017 as Document No. 2017-11833 in the McLean County Recorder's Office. From said Point of Beginning, thence south 400.00 feet along the East Line of Ekstam Drive which forms an angle of 90°-00'-00" as measured from east to south with the South Line of said Lot 151 to the Northwest Corner of Lot 147 in Airport Park Subdivision Third Addition according to the Plat recorded July 16, 2002 as Document No. 2002-24827 in said Recorder's Office; thence east 200.00 feet along the North Line of said Lot 147 which forms an angle to the right of 90°-00'-00" with the last described course to the Northeast Corner of said Lot 147; thence north 400.00 feet along the Southerly extension of the East Line of said Lot 151 which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner of said Lot 151; thence west 200.00 feet along the South Line of said Lot 151 which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

Said property contains 1.836 acres, more or less.

This property has been subdivided into 3 lots, numbered 148 through 150, inclusive, and the easements as shown. Said Subdivision is to be known as "Airport Park Subdivision Nineteenth Addition" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510E, revised July 16, 2008.

Note:

This property is part of Parcel Identification Number (PIN) 15-31-454-012.

Witness my hand and seal this 2nd day of April, 2018.

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

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



DATE: 4-2-18
EXP. DATE: 11-30-2018
DESIGN FIRM REGISTRATION NO. 184-001856

Owner:
CIP, LLC
1805 W. Washington Street
Bloomington, IL 61701

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Airport Park Subdivision Nineteenth Addition", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2018, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2018.

City Clerk

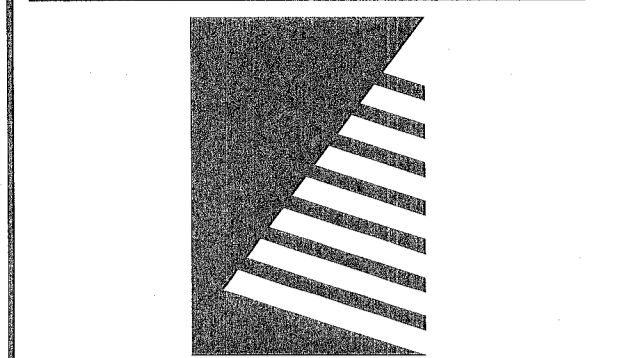
CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

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

Dated at Bloomington, Illinois, this _____ day of _____, 2018.

City Engineer
Bloomington, Illinois



Farnsworth
GROUP

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

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

ISSUE: # DATE: DESCRIPTION:

PROJECT:
AIRPORT PARK SUBDIVISION
NINETEENTH ADDITION

BLOOMINGTON, ILLINOIS

Date: 4-2-18

Design/Drawn: DJM

Reviewed:

Field Book No.:

Project No.: 0171787.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.: 24-9221

S.E. 1/4 SEC. 31, T.24N., R.3E. 3P.M.

APR 11 2018

MEMORANDUM

April 24, 2018

TO: Katie Simpson, City Planner
FROM: Anthony Meizelis, Public Works
RE: Airport Park Subdivision, 19th Addition
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Airport Park Subdivision, 19th Addition** approved by City Council on May 14, 2018.

A. Performance Guarantee:

110% of incomplete public improvement construction costs as of 5/5/17: \$ 0
10% of all completed public improvement construction costs: \$ 0
Total (Amount of the bond): \$ 0

B. Tap-On Fees:

There are tap-on fees due from **Airport Park Subdivision, 19th Addition** per the annexation agreement:

	<u>Code</u>	<u>Principal</u>	<u>Interest</u> [‡]	<u>Total</u>
1	G.E. Valley Sewer	51101100-57320	\$0.00	\$0.00
2	G.E. Valley Sewer Extn	51101100-57320	\$550.80	\$343.50
3	Deneen Sewer	51101100-57320	\$1,712.99	\$695.37
4	Rt 9 Watermain	50100120-57320	\$0.00	\$0.00
5	Fee in lieu of Park Land*	24104100-57320	\$30,888.00	\$0.00
	Total		\$33,151.79	\$1,038.87

Subdivision Area: 1.836 acres; Frontage along RT 9 : 0'

- 1) G.E.Valley Sewer: \$281/ac +interest[‡] from 12/76; No fee after 4/28/2008
- 2) G.E.Valley Sewer Extn.: \$300/ac +interest[‡] from 10/95; (applies to Tract 2 only)
- 3) Deneen Sewer: \$933/ac +interest[‡] from 7/01 after 7/2002; (applies to Tract 2 only)
- 4) Rte. 9 W.M.: \$15/ft. frontage on Rte. 9 + interest[‡] from 6/01;
- 5) *Developer to pay park land dedication fee for R-2 @ (7acs/1000 P.E.. 2.32 P.E. per D.U) \$28,000.00 per acre; and for the R-3B property based on a fair market value of \$33,000.00 per acre for the actual as-built density. R-2 Lots in this plat = 0, # of R3B Lots in Sub=0(**total DU=12**). Per the Annexation agreement, a parkland fee is due because a residential use is proposed.

[‡] Interest calculated based on the lower of 6% simple interest and CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

cc: Jim Karch, Director of Public Works; Kevin Kothe, City Engineer; Ryan Otto, Assistant City Engineer; Cherry Lawson, City Clerk; Patti-Lynn Silva, Finance Department; Jeff Jurgens, Corporation Counsel; file



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 8, 2018 the request from Brandon Westfall and Kayleigh Schultz to allow moderate consumption of alcohol.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 8, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND:

Tim Westfall, father of the groom, appeared before Commission and stated the wedding reception will be held on July 8, 2018 at Davis Lodge and beer and wine will only be served by Nelson Catering. Approximately 90 guests are anticipated to attend from 4:00 PM until 11:00 PM.

Motion by Commissioner Powell, seconded by Commissioner Bataoel to recommend at the May 14, 2018 City Council Meeting, approval of the request from Brandon Westfall and Kayleigh Schultz to allow moderate consumption of alcohol at their July 8, 2018 wedding reception to be held at Davis Lodge.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Bataoel, Renner, and Powell

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 8, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:

Cherry L. Lawson, City Clerk

Financial & budgetary review by:

Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- CLK 1B – Ordinance
- CLK 1C – Application

ORDINANCE NO. 2018 – ____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON JULY 8, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Brandon Westfall and Kayleigh Schultz desire to allow moderate consumption of alcohol at their July 8, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington from 4:00 PM to 11 PM; and

WHEREAS, Brandon Westfall and Kayleigh Schultz have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, for the wedding reception on July 8, 2018 from 4:00 PM to 11 PM.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 14th of May, 2018.

APPROVED this ____ day of May, 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CITY OF
Bloomington
ILLINOIS

**REQUEST FOR
BEER/WINE AT A
CITY OWNED
PROPERTY**

My event will be held at (Please Check One) Miller Park Pavilion Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Kayleigh Schultz - Bride
Brandon Westfall - Groom

Applicant Contact Information: ^{Bride} ^{Groom}
Phone Number: 309-242-4943 - 309-319-1047 Email Address: KSchultz07@msn.com
Address: 204 W. Main St.
City: Danvers State: IL Zip Code: 61732

CATERER INFORMATION

Name of Caterer: Nelson's Catering Contact Number: 217-306-6225 (Sheila Brooks)
Address: 3005 Great Northern Road
City: Springfield State: IL Zip Code: 62707

EVENT INFORMATION

Type of Event: wedding
Date/Time of Event: 7/8/2018 - Sunday July 8th, 2018
Number of Attendees: 90 (ninety)
Have you secured a date with the venue checked above? YES NO

If yes, please provide a copy of the contract and receipt you were given.

Kayleigh Schultz Applicant Signature 4-23-18 Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk, 109 E Olive St, Bloomington, IL 61701

→ OVER

OFFICE USE ONLY

Liquor Commission Date: 05/08/18 Tuesday 4pm

➤ Date Approved for Council: _____

City Council Meeting Date: 06/11/18 Monday 7pm

➤ Date Council Approved: _____

➤ Ordinance Number: _____

Confirmed Reservation and Deposit with Event Location: YES NO

Caterer has a Current City of Bloomington License:

YES NO *Nelson's Catering*

Water/Parks Departments have been notified:

YES NO

Date Received: 04/23/18 Staff Initials: alana



Lake Bloomington – Davis Lodge

25449 Davis Lodge Road

Hudson, IL 61748

Phone: 309-434-2157

davislodge@cityblm.org

Release and Hold Harmless Agreement

January 17, 2017

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 20th day of January

RENTAL DATE (S): July 7, 2018 and July 8, 2017

Signature Required:

A handwritten signature in black ink, appearing to read 'Kenneth Stueff'.

Mailing Address:

A large handwritten signature in black ink, appearing to read 'OUR COPY'.



Lake Bloomington – Davis Lodge
25449 Davis Lodge Road
Hudson, IL 61748
Phone: 309-434-2157
davislodge@cityblm.org

Reservation Letter

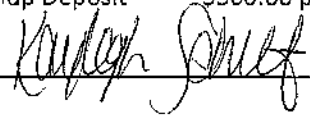
January 19, 2017

Dear Kayleigh Schultz,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold July 7, 2018 and July 8, 2018 for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate \$250.00 per day
Damage/Cleanup Deposit \$500.00 per event

***Signature Required:**  +

Please send in your deposit immediately this will hold your reservation. **Also return a signed attached "Release and Hold Harmless Agreement."** We accept Credit cards (*Discover, Visa, and Master Card*) or Checks made payable to the City of Bloomington. Please mail your payment to **Water Dept. – Lake Division, 603 W. Division St., Bloomington, IL 61701.**

The rental times are 8:00 am – 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean **(See enclosed list of rules).**

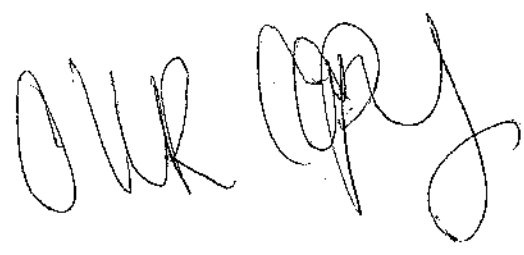
Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date.

If you have questions or will not be keeping your reservation, please call (309)434-2303. If it is an urgent matter, please contact Water Department–Office Manager @ (309)434-2645.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Jessica Carroli
For: Bob Yehl
Director of Water Department
Email: jcarroli@cityblm.org





Lake Bloomington – Davis Lodge

25449 Davis Lodge Road

Hudson, IL 61748

Phone: 309-434-2157

davislodge@cityblm.org

Fee Confirmation Letter

December 13, 2017

Dear Kayleigh Schultz,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. This is confirmation of your reservation for July 7, 2018 and July 8, 2018.

Your Rental Fee of \$500.00 and Security Deposit of \$500.00 have been paid in full.

Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date.

Please refer questions regarding Set-Up Instructions (*for tables & chairs set up*) to Lake Park Maintenance Crew @ (309) 434-2163.

The rental times are 8:00 am – 12:00 am. The Lodge doors will be unlocked when you arrive.

We wish you a happy, safe experience at Davis Lodge.

Thank you,

Jessica Carroll
Water Department – Lake Division
603 W. Division St.
Bloomington, IL 61701
Davis Lodge Reservation Line: 309-434-2157 Fax 309-434-2833
jcarroll@cityblm.org



Lake Bloomington – Davis Lodge

25449 Davis Lodge Road

Hudson, IL 61748

Phone: 309-434-2157

davislodge@cityblm.org

Fee Confirmation Letter

January 24, 2017

Dear Kayleigh Schultz,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. This is confirmation of your reservation for *July 7, 2018 and July 8, 2018*.

Your Security Deposit of \$500.00 have been paid in full and Rental Fee of \$500.00 is due by May 7, 2018.

Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date.

Please refer questions regarding Set-Up Instructions (*for tables & chairs set up*) to Lake Park Maintenance Crew @ (309) 434-2163.

The rental times are 8:00 am – 12:00 am. The Lodge doors will be unlocked when you arrive.

We wish you a happy, safe experience at Davis Lodge.

Thank you,

Jessica Carroll
Water Department – Lake Division
603 W. Division St.
Bloomington, IL 61701
Davis Lodge Reservation Line: 309-434-2157 Fax 309-434-2833
jcarroll@cityblm.org



City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

114255-0010 Tara G. 12/15/2017 10:54AM

MISCELLANEOUS

Description: WATER DAVIS
LODGE RENTAL

FEES/DEPOSITS (WA0021)

Reference 1: 7/07/18

WATER DAVIS LODGE RENTAL

FEES/DEPOSITS (

2018 Item: WA0021

1 @ 500.00

500.00

Payment Id: 335613

500.00

Subtotal

500.00

Total

500.00

CREDIT CARD

500.00

Change due

0.00

Paid by: Schultz

Comments: Lodge Rental Fee
7/7/18 - 7/8/18

Signature: _____

Thank you for your payment.

CUSTOMER COPY
DUPLICATE RECEIPT

Schultz
Wedding
7/7/18 - 7/8/18



City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

014872-0074 Tara G. 01/24/2017 01:50PM

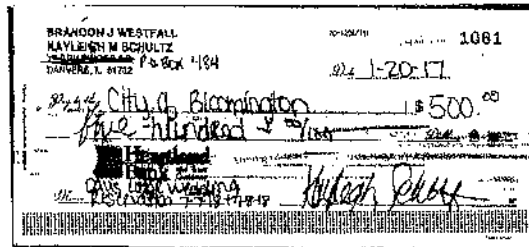
MISCELLANEOUS
WATER DAVIS LODGE RENTAL
FEES/DEPOSITS
1 @ 500.00 500.00
Payment Id: 273146

500.00
Subtotal 500.00
Total 500.00
CHECK 500.00
Check Number 01061

Change due 0.00

Paid by: Schultz

Comments: Lodge Deposit Fees
07/07/18 - 07/08/18



Thank you for your payment.

CUSTOMER COPY

Dear City of Bloomington,

We are writing you today, April 23rd 2018, to request that Nelson's Catering will be able to serve alcohol at our **Wedding on Sunday, July 8th, 2018**. We are getting married at 3:30pm that afternoon at Davis Lodge in Hudson, IL. We plan to have around ninety (90) guests that day at our event. I, Kayleigh Schultz, the Bride and Brandon Westfall, the Groom, live at 204 W Main St in Danvers, IL 61732. We have reserved the lodge and paid our security deposit and rental fee in full.

You can contact us at 309-242-4943, email- kschultz07@msn.com (Kayleigh) or 309-310-1047, email- Brandon199248@yahoo.com (Brandon Westfall.) One of our parents will be our representative at the City Council meeting on May 8th, 2018. Grooms Parents- Timothy Westfall (309-319-1046), Diana Westfall (309-261-1329), Bride's Parents- Stephen Schultz (309-242-9501) or Diane Schultz (309-242-4019).

We appreciate your thoughtfulness and hope to be approved for Nelson's to serve liquor at our wedding. We have reached out to Nelson's and they have contacted you as well. Please let us know if you have any further concerns or questions. Thank you!

Sincerely,

Kayleigh Schultz and Brandon Westfall

A handwritten signature in black ink, appearing to read "Kayleigh Schultz", with a long horizontal flourish extending to the right.



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the Castle Productions, LLC d/b/a The Castle Theatre's Rock the 200 Block Concert Series on the following dates: Saturday, May 26, 2018, Sunday, May 27, 2018, Friday, June 8, 2018 and Saturday, August 25, 2018, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the Castle Productions, LLC d/b/a The Castle Theatre's Rock the 200 Block Concert Series on Saturday, May 26, 2018, Sunday, May 27, 2018, Friday, June 8, 2018 and Saturday, August 25, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Commissioner Tari Renner conveyed a public hearing on May 8, 2018, regarding the request of the Castle Theatre to suspend portions of the Bloomington Liquor Code for an area of downtown Bloomington during four festival events. Present were: Liquor Commissioners: Tari Renner, Jack Bataoel and Lindsay Powell; staff present were Assistant Corporation Counsel, George Boyle; Assistant Chief, Ken Bay; and City Clerk, Cherry Lawson.

Rory O'Connor, Owner and Operator of the Castle Theatre stated they will be having a Summer Concert Series. The events will be held on City, County and County Building Commission property which has made this process a little complicated. The area of the events is nearly adjacent to the Castle Theatre property. There are four concert events, each are a ticketed event, and he has been working with Ms. Stiller since September 2017. They have submitted all of the necessary paperwork to the City as an ordinance suspending the code to allow for alcoholic beverages would be required for these events. Last year, they held a similar concert at the BCPA without any problems with crowds or over-serving. There will be plenty of security on-hand to ensure a successful event.

Mr. Boyle stated Mr. O'Connor has agreed to pay an event fee of \$1,000 per event with the first two payments being made prior to the first concert event. Then \$1,000 payable before the each of

the following concerts. He asked Mr. O'Connor whether the payment schedule was agreeable to him. Mr. O'Connor was agreeable to the proposed payment schedule.

Commissioner Renner deferred to Assistant Chief (AC) Bays for comments or concerns related to over serving of alcohol. AC Bays stated that, when events are held on City property, generally at these events only beer and wine are served. This event is different, as the Licensee intends to serve all types of alcohol. He is cautiously optimistic that the event will be successful, because there is a defined area of service and a single provider of the alcohol. Should there be any issues, there needs to be some sort of provision to address the other shows that have not occurred with the alcohol service.

Mr. O'Connor explained it is not his plan to sell any type of shots during these events. He stated, there is more revenue outside of the fees as there is the food, beverage, and entertainment taxes as well.

Motion by Commissioner Bataoel seconded by Commissioner Powell to recommend that the City Council pass an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the Castle Productions, LLC d/b/a The Castle Theatre's Rock the 200 Block Concert Series on Saturday, May 26, 2018, Sunday, May 27, 2018, Friday, June 8, 2018 and Saturday, August 25, 2018 be approved.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Bataoel, Renner, and Powell

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by:

George D. Boyle, Assistant 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.

Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance
- Castle Theatre Special Events Application
- Special Event Final Permit
- Castle Theatre's Secondary Premise Application
- Map

ORDINANCE NO. 2018 - _____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE CASTLE THEATRE'S ROCK THE 200 BLOCK CONCERT SERIES IN DOWNTOWN BLOOMINGTON.

WHEREAS, Castle Productions, LLC d/b/a The Castle Theatre will hold their Rock the 200 Block Concert Series in downtown Bloomington on May 26, 2018, May 27, 2018, June 8, 2018 and August 25, 2018; and

WHEREAS, Castle Productions, LLC d/b/a The Castle Theatre requested permission to allow sales and consumption of all types of liquor during each concert in the Government Lot between Front Street and Washington Street, on the corner of East Street; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on May 26, 2018, May 27, 2018, June 8, 2018 and August 25, 2018 between the hours of 6:00 P.M. to 10:00 P.M. for the area including the Government Lot between Front Street and Washington Street, on the corner of East Street. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession alcohol purchased from the Licensee contained in plastic or paper cups.

Section 2: Except for the dates, times, and location and conditions set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 14th of May 2018.

APPROVED this ___day of May 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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



SPECIAL EVENT APPLICATION

DATE: 02/22/2018

EVENT NAME: ROCK THE 200 BLOCK CONCERT SERIES

SPONSORING ORGANIZATION(S): THE CASTLE THEATRE - CASTLE PRODUCTIONS LLC

CONTACT PERSON: RORY O'CONNOR PHONE [REDACTED]

EMAIL: RORY@THECASTLETHEATRE.COM

ADDRESS: 209 E. WASHINGTON ST

EVENT DATE(S) and TIME(S): MAY 26, JUNE 8, JUNE 23, JULY 21, AUGUST 25 - 6:30PM GATES, 7:30PM START - ACCESS TO LOT AT 8AM

EVENT LOCATION: GOVERNMENT LOT BETWEEN FRONT AND WASHINGTON, ON CORNER OF EAST ST

NATURE OF EVENT: NATIONALLY TOURING ACT CONCERTS

EVENT SCOPE: (Include anticipated parking restrictions, street closings, detours and other types of pedestrian and traffic control) WILL NEED LOT CLEAR BY 8AM ON EVENT DATES TO ALLOW SETUP TIME FOR PRODUCTION, VENDORS, AND GATES. FAN ENTRANCES ON WASHINGTON ST AND FRONT ST SIDES. BUS PARKING ON WASHINGTON STREET IN FRONT OF CASTLE THEATRE. MUSIC WILL END AT 11PM. CASTLE STAFF WILL HAVE LOT CLEAR AND READY FOR USE BY 8AM DAY FOLLOWING EVENT.

(IF YOU NEED MORE SPACE, PLEASE USE THE BACK SIDE OF THIS FORM)

1. CIRCLE ANY ROUTE/HWY THAT YOU'RE EVENT TAKES PLACE ON: RT 9 BUS 51 BUS 55 HWY 150
2. WILL THERE BE ANY TENTS OR OTHER TEMPORARY STRUCTURES? YES, TENTS AT BAR AND BACKSTAGE. MOBILE STAGE
3. WILL THERE BE FOOD PREPARED/SERVED? YES, LIKELY PROVIDED BY EPHIPHANY FARMS
4. WILL THERE BE ANYTHING SOLD? TICKETS, PACKAGE BEER AND MIXED DRINKS
5. WILL THERE BE AN ADMISSION CHARGE? YES, WILL VARY BY EVENT
6. WILL THERE BE ANY TEMPORARY SEATING? JUST LAWN CHAIRS

Please attach a CERTIFICATE OF INSURANCE naming the CITY OF BLOOMINGTON as Additional Insured and ILLINOIS DEPT OF TRANSPORTATION if you circled anything in item 1 above. Minimum of \$1,000,000. If the event takes place in or on a City facility, the minimum is \$4,000,000.

DO NOT WRITE BELOW THIS LINE

CITY OF BLOOMINGTON SPECIAL EVENTS PROCEDURE

Any Special Event, excluding Block Parties, which will require that any portion of public right of way be occupied, regulated, obstructed or otherwise modified from its normal use or any other City services requested will require permission from the City. All parties interested in obtaining permission to hold a Special Event must follow the procedure described below:

A. An application can be obtained from the City Clerk's office at 109 E Olive St. You can also request it by email, cityclerk@cityblm.org or at the City's website, <http://www.cityblm.org/government/departments/city-clerk/special-events>.

B. This application form should be submitted to the City Clerk a minimum of 30 days prior to the event. If the event is to be held in the **downtown** area or if special permits, council resolutions or other governmental agencies or special conditions are involved, the application form should be submitted a minimum of 60 days in advance of the event.

All applications pertaining to Special Events will be reviewed by all appropriate City departments. After this review, the event contact person will be notified of the results of this review. For large events, a meeting could be required to discuss the details of the event. This meeting will be attended by representatives of the agency sponsoring the event, City staff, and other agencies as necessary to provide input into the conditions of the event. Through these discussions, all anticipated problems should be resolved to the satisfaction of City staff.

After the Special Events review process has been completed and all anticipated problems have been resolved, the planning of the event should proceed with the following provisions:

1. The City will, within reason, furnish all traffic control devices for events, providing they are available.
2. The City will set up and take down all traffic control devices for the **specified** event. Installation of traffic control devices shall conform to all standards outlined in the "Illinois Manual on Uniform Traffic Control Devices": or approved traffic control plan where applicable.
3. The areas of public right of way shall be returned to their original condition after the event unless otherwise specified.
4. All traffic control devices furnished by the City shall be returned to the City in their original condition. The cost of any damage or loss will be the responsibility of the sponsor. An equipment deposit of \$150 (via check) is required to borrow City vests and paddles. Equipment deposit will be shredded once equipment is returned and deemed in good order.

5. It is the responsibility of the sponsor or organizer to notify all business owners and residents affected by the event. This notice shall be written unless otherwise agreed upon and should contain the following information:

- i.** The event name, and sponsor including contact person with phone number and email address.
- ii.** The date(s) and time(s) of the event.
- iii.** The nature and scope of the event including anticipated problems or inconveniences to affected parties.
- iv.** A statement offering to work out any difficulties with affected parties should also be included.

This notice should be delivered to all affected parties a minimum of 14 days prior to the event. A copy of this notice should also be sent to the City Clerk's office including the name of the person responsible for their delivery and the delivery date.

6. It is the responsibility of the sponsor or organizer to notify, submit, and get permission from any other government agency that their event takes place in.

7. A Certificate of Insurance will be required before final approval is granted*. This certificate should name the City of Bloomington as an additional insured, and have minimum limits of \$1,000,000. If the event takes place on or in a City facility, the minimum limit is \$4,000,000.

*If the event takes place on a Illinois Highway, the Illinois Dept. of Transportation must be listed as an additional insured and the Certificate of Insurance is required at the time of application submission.

SPECIAL EVENTS PERMIT WAIVER OF LIABILITY

In consideration of the issuance of a permit to host a Special Event in the City, the undersigned special event organizer ("Event Organizer") and the City agree as follows:

1. The Organizer shall, to the fullest permitted by law, indemnify, defend and hold the City harmless against all claims, liability, loss, injury, death or damage, costs, including reasonable attorney fees, of whatsoever nature in connection with or arising out of the activities during said special event, including but not limited to, the placement or storage of the Event Organizer's equipment in the event area specified in the permit. This obligation shall not require indemnification for any such claims caused by the sole negligence of the City.

2. Within seven (7) days after the billing date, the Event Organizer shall pay to the City all amounts for damage to any City-owned equipment or facilities, or the cleaning or trash removal performed by the City, which occurred in connection with or arising out of the special event.

CITY OF BLOOMINGTON

By: _____

EVENT ORGANIZER

CASTLE PRODUCTIONS LLC

By: _____

RORY O'CONNOR

Printed Name

Signature

APPROVED AS TO FORM:
Jeffrey R. Jurgens
Corporation Counsel

SPECIAL EVENT PERMIT
CASTLE'S ROCK THE 200 BLOCK CONCERT SERIES
DATES: 5/26, 5/27, 6/8, 7/21, 8/25
TIME: 8:00 AM TO 10:00 PM

Date Prepared: April 12, 2018

Distribution: Kevin Kothe – Public Works
Tricia Stiller – Comm. Development
Asst. Chief Greg Scott – Police
Asst. Chief Ken Bays – Police
Martin Glaze – Connect Transit
Deputy Chief Eric West – Fire
Scott Fortney – Public Works
Jeff Raines – Public Works
Troy Olson – Public Works
Linda Foutch – McLean Co Health Dept. Philip Allyn – Public Works
Russ Waller – Facilities

Bob Moews - Parks & Recreation
Bob Coombs - PACE
Jim Karch - Public Works
Colleen Winterland - Public Works
Bill Givens – Traffic Engineer
George Kutz – Public Works
Steve Rasmussen – Interim City Manager
Brett Lueschen – Water Department
Catherine Dunlap, Comm. Development

MEETING DATE: April 11, 2018
SPONSORING ORGANIZATION(S): Castle Theatre
CONTACT PERSON: Rory O'Connor
PHONE NO.: [REDACTED]
EMAIL: rory@thecastletheatre.com
APPLICATION RECEIVED: Yes
CERTIFICATE OF INSURANCE RECEIVED: Yes
HOLD HARMLESS: Yes

NATURE OF EVENT: Live music festival in the Government Center Parking lot with alcohol served via an extension of premise and food served.

TRAFFIC CONTROL ARRANGEMENTS: Close the Government Center parking lot. Refer to map for exact placement of barricades and signs.

POLICE: All vehicles located in restricted areas will be towed, starting at 8 am, at the owner's expense by Joe's Towing. Vehicles will be relocated to Joe's holding lot.

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Crews will post "No Parking on the dates listed above", 8am to 10pm" signs by 36 hours prior to the concerts. Crews will place barricades at the entrances to the parking lot as directed in the map.

ORGANIZER RESPONSIBILITIES:

1. Notify all residents and businesses about event at least one (1) week prior to event within a three block area or 1,000 feet in each direction of the site.
2. All alcohol sales by extended premises shall take place within the alley right of way located inside the event area and only be from 6:30 to 10 p.m.
3. The organizer is in charge of all garbage and recycle collection and disposal. Ensure that the parking lot is returned to the same condition it was in prior to the event.

SPECIAL EVENT PERMIT

4. Event tear down, removal of all refuse/debris shall be completed, and the parking lot fully opened to public use by midnight following the event. An additional check of the parking lot shall be performed by 6am the morning following the event to ensure that all refuse/debris has been removed.
5. Provide security/volunteers so that adequate safety is in place for alcohol consumption in the event area.
6. No alcohol shall be allowed to leave the designated event area. Last call will be given at 9:00 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
7. Provide and install fencing around the event area.
8. Obtain a Secondary Liquor License; appear in front of the liquor commission and in front of council.
9. Insure that all electrical wiring and general set up is completed by 12 pm (noon).
10. Contact Parks Security/Public Works at 309-275-1820 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff. Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such.
11. Any tents larger than 10' x 10' require permits from Community Development.
12. Insure all food vendors are registered with the McLean County Health Department.
13. Make sure that all busses are parked away from any of the buildings on Washington.
14. Contacts for the events are: Police dispatch, 309-820-8888 and Public Works Colleen Winterland, 309-275-8492.
15. If issues arise at any of the five events covered by this permit, the City and/or County reserves the right to amend the Permit for the remaining events.

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

Illinois Vehicle Code:

5/11–311. Interference with official traffic-control devices or railroad signs or signals

§ 11–311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76–1586, § 11–311, eff. July 1, 1970. Amended by P.A. 80–911, § 1, eff. Oct. 1, 1977; P.A. 83–672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, ch. 95 1/2, 11–311.

No pets or coolers will be allowed.

SPECIAL EVENT PERMIT

FOR OFFICE USE ONLY

Notes: _____



CITY OF *Bloomington* ILLINOIS

APPLICATION FOR CLASS "SA/SB" SECONDARY PREMISES LIQUOR LICENSE

Check Appropriate Class: SB (Beer & Wine Only) SA (All types of Alcohol)

1. Name of Licensee: Castle Productions LLC 2. Contact number: [REDACTED]

3. D/B/A: Castle Theatre

4. Type of License currently held: Venue

5. Address at which the Secondary Premises Liquor License will be used: 203 E. Washington (Prkg Lot)

6. Date(s) on which the Secondary Premises Liquor License will be used: 5/26/18, 5/27/18, 6/8/18, 8/25/18

7. Hours during which liquor will be sold: 6PM - 11PM

8. Description of the activity or event in connection with which the Secondary Premises Liquor License will be used: Outdoor Concert Series

9. Estimate of number of persons expected to attend: 1000 - 2000 per ea. event

10. Description of the proposed procedures for handling the following:
A. Crowd control: Grounds enclosed, entrance on both Washington and front Sts., Approx 12 private security
B. Identification check: Each patron will be photo ID'd, A wrist band for 21+, Buy a drink ticket only with wrist band

11. The following shall be provided at the time of application submission:
A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date, location, and time. The City of Bloomington must be listed as the Certificate Holder.
B. The license fee is non-refundable, \$100 for the first day and \$50 for each additional up to a maximum of \$500.

12. Submit completed application to the City Clerk not less than 15 days prior to the date(s) on which the license is requested for.

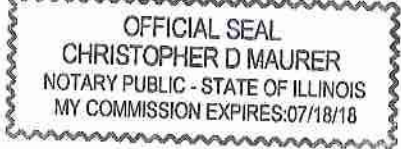
The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC.

[REDACTED]
Applicant

Subscribed and sworn to before me this 26th day of April, 2018.

My commission expires: 7/18/18 [REDACTED]



Notary Public

FOR OFFICE USE ONLY

DENIED

APPROVED

Reason: _____



Mayor/Liquor Commissioner



CASTTHE-01

CLARSON

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/15/2017

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 have ADDITIONAL INSURED provisions or 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 Snyder Insurance Agency 1 Brickyard Drive Bloomington, IL 61701	CONTACT NAME: PHONE (A/C, No, Ext): (309) 664-1800 FAX (A/C, No): (309) 664-1885 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : SPRISKA</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B : Technology Ins. Company</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SPRISKA		INSURER B : Technology Ins. Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Castle Theatre Castle Productions LLC 209 E. Washington Unit 1 Bloomington, IL 61701															

COVERAGES**CERTIFICATE NUMBER:****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	ADDL INSD	SUBR WVD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1020134325	07/10/2017	07/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TARIL5362603	01/09/2017	01/09/2018	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><input type="checkbox"/> PER STATUTE</td> <td style="text-align: center; border: none;"><input type="checkbox"/> OTH-ER</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">E.L. EACH ACCIDENT</td> <td style="border: none;"></td> <td style="text-align: right; border: none;">\$ 100,000</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - EA EMPLOYEE</td> <td style="border: none;"></td> <td style="text-align: right; border: none;">\$ 100,000</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - POLICY LIMIT</td> <td style="border: none;"></td> <td style="text-align: right; border: none;">\$ 500,000</td> </tr> </table>	<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 100,000	E.L. DISEASE - EA EMPLOYEE		\$ 100,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																		
E.L. EACH ACCIDENT		\$ 100,000																	
E.L. DISEASE - EA EMPLOYEE		\$ 100,000																	
E.L. DISEASE - POLICY LIMIT		\$ 500,000																	
A	Liquor Liability			1020134327	07/10/2017	07/10/2018	Aggregate \$ 1,000,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Liquor Liability limit is each common cause \$1,000,000; aggregate limit \$1,000,000

CERTIFICATE HOLDER**CANCELLATION**
 City of Bloomington City Clerk
 P.O. Box 3157
 109 East Olive
 Bloomington, IL 61702-3157

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

EAST STREET

POTABLE TOILETS

1 FOOD TRUCKS

EMERGENCY EXIT

GATE

BUS

EMERGENCY EXIT

GATE

SOUND

STAGE

B
A
R

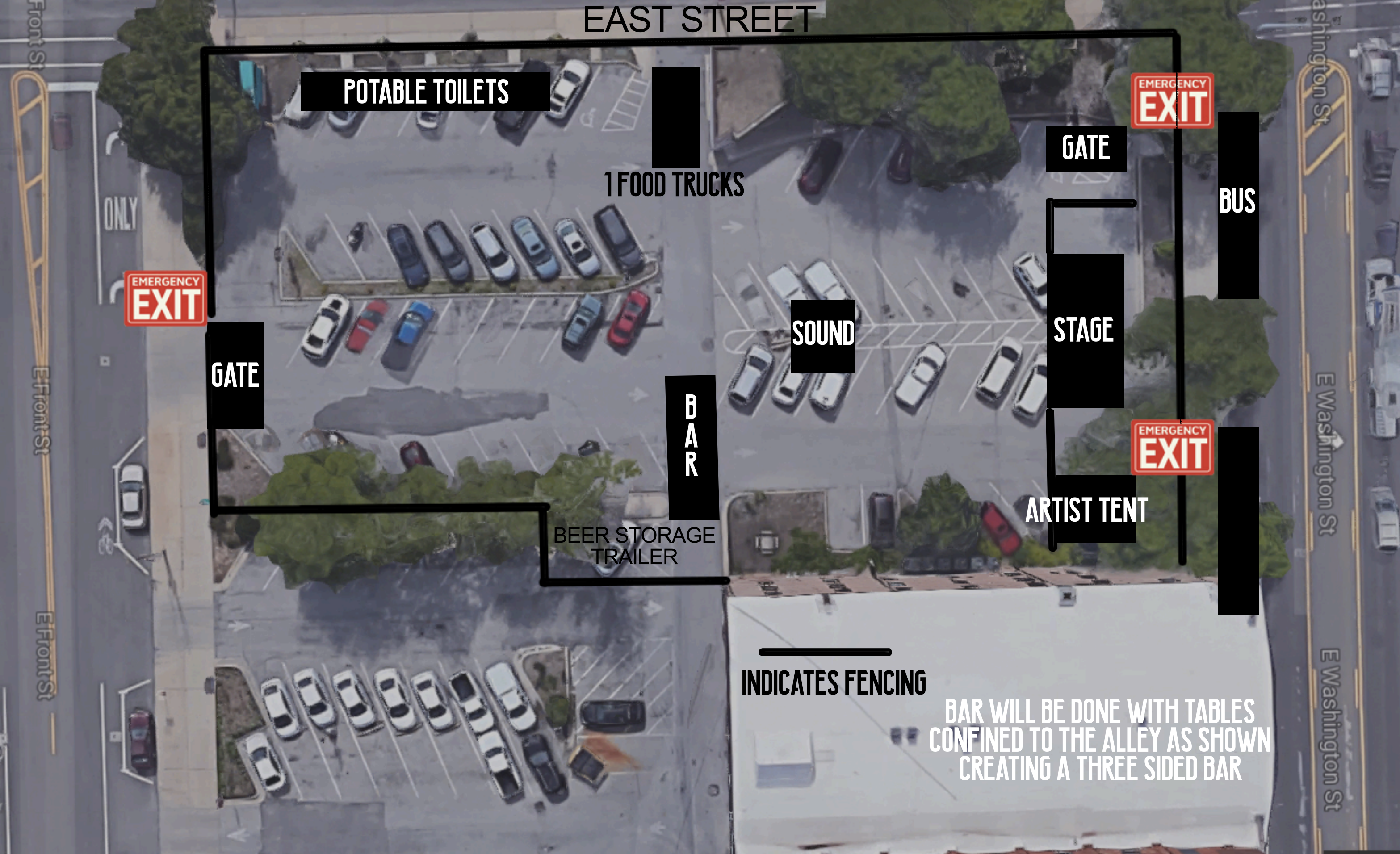
EMERGENCY EXIT

ARTIST TENT

BEER STORAGE TRAILER

INDICATES FENCING

BAR WILL BE DONE WITH TABLES
CONFINED TO THE ALLEY AS SHOWN
CREATING A THREE SIDED BAR





CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: May 14, 2018

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 9, 2018.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 9, 2018, be approved, and the Mayor and City Clerk be Authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Commissioner Tari Renner called a public hearing on May 8, 2018, regarding the request of WGLT to suspend portions of the Bloomington Liquor Code for an area of downtown Bloomington during a festival event. Present were: Liquor Commissioners: Tari Renner, Jack Bataoel and Lindsay Powell; staff present were Assistant Chief, Ken Bay; and City Clerk, Cherry Lawson. Linda Healey of WGLT appeared before the Commission stating the event is exactly the same as years before. Beer and wine only will be served. The event vendor will be Maguire's.

Motion by Commissioner Powell seconded by Commissioner Bataoel to recommend to the City Council that an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 9, 2018, be approved.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Bataoel, Renner, and Powell

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

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

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance
- WGLT Special Events Application
- Special Event Final Permit
- WGLT Secondary Premise Application
- Map

ORDINANCE NO. 2018 - _____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE WGLT OUTDOOR CONCERT IN DOWNTOWN BLOOMINGTON.

WHEREAS, WGLT will hold an outdoor concert in downtown Bloomington on June 9, 2018; and

WHEREAS, WGLT requested permission to allow sales and consumption of beer and wine during the concert on Jefferson west of Main to the alley between Center and Madison and on Center north of Washington to the alley mid-block north of Jefferson and on Main south of Jefferson to Washington; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS;

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on June 9, 2018, between 3:00 P.M. and 11:00 P.M. for the area including Jefferson west of Main to the alley between Center and Madison and on Center north of Washington to the alley mid-block north of Jefferson and on Main south of Jefferson to Washington. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession beer or wine in plastic or paper cups purchased from the event vendor.

Section 2: Except for the date, times, and location and conditions set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 14th of May 2018.

APPROVED this ____day of May 2018.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

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



City Clerk Department
Phone#: 309-434-2240
Fax#: 309-434-2802

Date:

Event Name:

Sponsoring Organization:

Contact Person:

Phone:

Address:

Event Date(s):

Time(s):

Nature of Event:

Event Scope: (Include anticipated parking restrictions, street closures, detours and other types of pedestrian and traffic control)

Will there be any tents or other temporary structures?

Will there be food prepared / served?

Will there be anything sold? If so what?

Will there be an admission charge?

Will there be any temporary seating?

▶ Please attach Certificate of Insurance naming the City of Bloomington as co-insured. Minimum of \$100,000 Individual and \$300,000 Aggregate for personal injury.

▶ Please return to the City Clerk a Minimum of 30 days prior to the event. 60 days if the event is planned for the downtown area.

DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY

Department Review Comments
(Review and return to the City Clerk's Office within 7 days)

Permits Required:

SPECIAL EVENTS PROCEDURE

Any Special Event, excluding Block Parties, which will require that any portion of public right of way be occupied, regulated, obstructed or otherwise modified from its normal use will require permission from the City. All parties interested in obtaining permission to hold a Special Event must follow the procedure described below:

- A. An application must be obtained and returned to the City Clerk detailing the following:
1. The name and proposed location of the event. If the event is to be held in or around a public park, the Parks and Recreation Dept. should first be contacted at 434-2260 to make sure that the facility is available and can be reserved.
 2. The proposed date(s) and time(s) of the event.
 3. The sponsoring organization(s) and contact person including work and home phone numbers.
 4. The nature of the event and a brief description (E.G. Festival to raise money for homeless children).
 5. The scope of the event including anticipated parking restrictions, street closings, detours and other types of traffic and pedestrian control required.
 6. Additional information concerning food service, seating, admission fees, and the sale of merchandise must also be provided.
- B. This application form should be submitted to the City Clerk a minimum of 30 days prior to the event. If the event is to be held in the downtown area or if special permits, council resolutions or other governmental agencies or special conditions are involved, the application form should be submitted a minimum of 60 days in advance of the event.

All applications pertaining to Special Events will be reviewed by all appropriate City departments and other agencies. After this review, the event contact person will be notified of the results of this review. For large events, a meeting will be scheduled to discuss the details of the event. This meeting will be attended by representatives of the agency sponsoring the event, the Special Events Committee, and other agencies as necessary to provide input into the conditions of the event. Through these discussions, all anticipated problems should be resolved to the satisfaction of the City representatives.

After the Special Events review process has been completed and all anticipated problems have been resolved, the planning of the event should proceed with the following provisions:

- A. The City will, within reason, furnish all traffic control devices for events, providing they are available.
- B. The City will set up and take down all traffic control devices for **specified** events. Installation of traffic control devices shall conform to all standards outlined in the Illinois "Manual on Uniform Traffic Control Devices: or approved traffic control plan where applicable.
- C. The areas of public right of way shall be returned to their original condition after the event unless otherwise specified.

- D. All traffic control devices furnished by the City shall be returned to the City in their original condition. The cost of any damage or loss will be the responsibility of the sponsor. An equipment deposit of \$150 is required to borrow City equipment. A request to use equipment and Release and Hold Harmless Agreement is required. Equipment deposit will be returned once equipment is returned and deemed in good order, (Effective September 1, 2009).**
- E. It is the responsibility of the sponsor or organizer to notify all business owners and residents affected by the event. This notice shall be written unless otherwise agreed upon and should contain the following information:
1. The event name, and sponsor including contact person with work and phone numbers.
 2. The date(s) and time(s) of the event.
 3. The nature and scope of the event including anticipated problems or inconveniences to affected parties.
 4. A statement offering to work out any difficulties with affected parties should also be included.
- F. This notice should be delivered to all affected parties a minimum of 14 days prior to the event. A copy of this notice should also be sent to the City Clerk's office including the name of the person responsible for their delivery and the delivery date.
- G. A Certificate of Insurance will be required before final approval is granted. This certificate should name the City of Bloomington as additional insured, and have minimum limits of \$1,000,000. A Certificate of Insurance is not required for events held entirely on private property.



SPECIAL EVENTS PERMIT WAIVER OF LIABILITY

In consideration of the issuance of a permit to host a Special Event in the City, the undersigned special event organizer (“Event Organizer”) and the City agree as follows:

1. The Organizer shall, to the fullest permitted by law, indemnify, defend and hold the City harmless against all claims, liability, loss, injury, death or damage, costs, including reasonable attorney fees, of whatsoever nature in connection with or arising out of the activities during said special event, including but not limited to, the placement or storage of the Event Organizer’s equipment in the event area specified in the permit. This obligation shall not require indemnification for any such claims caused by the sole negligence of the City.
2. Within seven (7) days after the billing date, the Event Organizer shall pay to the City all amounts for damage to the pavement of any City-owned equipment or facilities, or the cleaning or trash removal performed by the City, which occurred in connection with or arising out of the special event.

CITY OF BLOOMINGTON

EVENT ORGANIZER

By:

By:

Printed Name

Signature

APPROVED AS TO FORM:

Jeffrey R. Jurgens
Corporation Counsel

**SPECIAL EVENT PERMIT
WGLT SUMMER CONCERT
DATE: JUNE 9, 2018
TIME: 3:00 AM TO 11:00 PM**

Date Prepared: March 5, 2018

Distribution:	Kevin Kothe – Public Works	Bob Moews - Parks & Recreation
	Tricia Stiller – Comm. Development	Bob Coombs - PACE
	Asst. Chief Greg Scott – Police	Jim Karch - Public Works
	Asst. Chief Ken Bays – Police	Colleen Winterland - Public Works
	Martin Glaze – Connect Transit	Bill Givens – Traffic Engineer
	Deputy Chief Eric West – Fire	George Kutz – Public Works
	Scott Fortney – Public Works	Troy Olson – Public Works
	Steve Rasmussen – Interim City Manager	Jeff Raines – Public Works
	Brett Lueschen – Water Department	Philip Allyn – Public Works
	Catherine Dunlap, Comm. Development	Linda Foutch – McLean Co Health Dept.
	Russ Waller – Facilities	Cherry Lawson – City Clerk

MEETING DATE: March 16, 2018

SPONSORING ORGANIZATION(S): WGLT

CONTACT PERSON: Linda Healy

PHONE: [REDACTED]

EMAIL: lihealy@ilstu.edu

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: Jazz and Blues concert in Downtown area using Main St, Center St, and Jefferson St. Beer vending by Maguire’s Pub will be located at the south end of Center St. Large stage installed in the intersection of Center St and Jefferson St facing southeast.

TRAFFIC CONTROL ARRANGEMENTS: Close Center St from Washington St to the alleyway before Monroe St, and Jefferson St from Main St to the alley after the Illinois House and Main St from Washington to Jefferson.

Post “No Parking” signs 36 hours in advance on Jefferson St from Main St to Madison St, on Center St from Monroe St to Washington St and Main Street from Jefferson to Washington.

Post “No Parking” signs in the three (3) parking spaces on the southwest corner of the 300 block of Main St (Main & Jefferson).

Post “No parking” signs in the three (3) parking on the northwest corner of Jefferson Street at Center Street by 9 a.m. Thursday, June 7th

POLICE: All vehicles located in restricted areas will be towed at the owner’s expense by Joe’s Towing. Vehicles will be relocated to Joe’s holding lot.

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Set up will be the same as Farmers Market (200 block of North Main, 200 block of North Center and 100 block of West Jefferson). Crews will post “No-Parking

SPECIAL EVENT PERMIT

signs” on the southwest corner of the 300 block of Main St by 3 pm Thursday, June 7 and post “No parking” signs in the three (3) parking on the northwest corner of Jefferson Street at Center Street by 9 a.m. Thursday, June 7. Crews will close all other streets beginning at 3:00 am Saturday to allow time to erect the stage. Supply 600’ of orange fencing to use behind the stage area and barricades to close streets. Two dump trucks will be needed for garbage. Place one dump truck on Center at the northwest corner of Center St and Washington St, and a second dump truck inside barricades on Main Street at the southwest corner with Washington, by 8:00 am on Saturday, June 9 and remove by 6:00 am on Sunday, June 10.

After the event is over, crews will open the streets at 6:00 am on Sunday, June 10.

PARKS & RECREATION WILL PROVIDE THE FOLLOWING: P&R will provide twenty-five (25) picnic tables, with at least one ADA compliant, and thirty-six (36) trash barrels with appropriate liners no later than 11:00 am on Saturday, June 9.

ORGANIZER RESPONSIBILITIES:

1. Notify residents and businesses about event at least two (2) weeks prior to event.
2. Organizer will pick up trash barrel liners from the Parks Dept on June 8.
3. Provide security detail of eight (8) so that adequate controls are in place for alcohol consumption in the concert area.
4. Provide staff for cleanup of barricaded event area.
5. No alcohol shall be allowed to leave the designated event area. Last call will be given at 9:00 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
6. Obtain tent permit for 20 x 20 tent; contact Bob Coombs at 434-2226.
7. Obtain special liquor license, appear in front of Liquor Commission and the City Council

City contacts: Colleen Winterland Monday – Friday between 7:30 a.m. and 4:30 p.m. at 309-275-8492, Bob Moews, Parks Superintendent, 309-275-1764, Catherine Dunlap, Downtown Development 309-278-7980, and Police Sgt. Desk, 309-434-2360

No pets or coolers will be allowed.

It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff. Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such.

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

Illinois Vehicle Code.

5/11–311. Interference with official traffic-control devices or railroad signs or signals

§ 11–311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

SPECIAL EVENT PERMIT

P.A. 76-1586, § 11-311, eff. July 1, 1970. Amended by P.A. 80-911, § 1, eff. Oct. 1, 1977; P.A. 83-672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, Ch. 95 1/2, ¶ 11-311.

FOR OFFICE USE ONLY

Notes: _____



CITY OF
Bloomington
ILLINOIS

**APPLICATION FOR CLASS
"SA/SB" SECONDARY PREMISES
LIQUOR LICENSE**

Check Appropriate Class:

SB (Beer & Wine Only) SA (All types of Alcohol)

REQUESTER INFORMATION

Name of Person Requesting License: Robert M. Hill Contact number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

BUSINESS INFORMATION

Corporation/LLC Name (if applicable): Bill Hill INC
D/B/A: MAGUIRS
Type of License currently held: Tavern

EVENT INFORMATION

Where will the Secondary Premises Liquor License will be used:	Date(s) on which the Secondary Premises Liquor License will be used:
Address: <u>200 Block of Vincent</u>	1. <u>JUNE 9 2018</u>
City/State: <u>Bloomington, IL</u>	2. _____
Zip Code: <u>61701</u>	3. _____

Hours during which liquor will be sold: 3:30 pm - 10:30 pm
Description of the activity or event in connection with which the Secondary Premises Liquor License will be used:
WGLT Summer fest

Estimated number of persons expected to attend: 3000

Description of the proposed procedures for handling the following:

A. Crowd control: private company

B. Identification check: WGLT STAFF + MAGUIRS STAFF

The following shall be provided at the time of application submission:


- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date, location, and time. *The City of Bloomington must be listed as the Certificate Holder.*
- B. The license fee is **non-refundable**, \$100 for the first day and \$50 for each additional up to a maximum of \$500.

Submit completed application to the City Clerk *not less than 15 days prior to the date(s)* on which the license is requested for.

The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

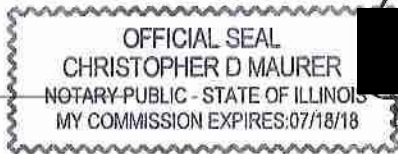
MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

Robert M. Hill
Printed Name of Applicant


Signature of Applicant

Subscribed and sworn to before me this 27th day of April, 2018.

My commission expires: 7/18/18




Notary Public

FOR OFFICE USE ONLY

05/02/18 Date Received/Paid
616232 Receipt #
CASH Check # (if applicable)
AM Staff Initials
✓ DRAM Received

APPROVED:

Tari Renner
Tari Renner, Mayor

DENIED:

Reason for Denial:

*Rec'd w/o Payment
4/27-18*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2018

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 have ADDITIONAL INSURED provisions or 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
MIDWESTERN INS ASSOC AGENCY INC
PO Box 410
Minier, IL 61759

CONTACT NAME: Lance Leesman
PHONE (A/C, No, Ext): (309)392-2018 **FAX (A/C, No):** (309)392-2250
E-MAIL ADDRESS: lance@miaminier.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Spriska	18988
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bill Hill, Inc.
dba Maguire's
220 North Center
Bloomington, IL 61701

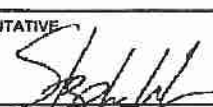
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			10-2018-3290	6/9/2018	6/10/2018	Agg E.C.L. \$1,000,000 \$1,000,000

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

Special event liquor for GLT Summerfest for the listed dates above for the 200 Block of North Center Street, Bloomington, IL 61701.

CERTIFICATE HOLDER	CANCELLATION
City of Bloomington 109 E Olive 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 



GLT Summer Concert 2018

Updated 4/1/2018

Need 3 parking spaces reserved at northwest corner of Main & Jefferson for generator. (Bud Johnson brings in Friday night)

power generator

Center Street

snow fencing to close off back-stage - leave "gate" for band access

barricade

Dump truck for garbage delivered when barricades placed. Park on Center St just south of the alley.



10 x 30' Sponsor Tent

Stage

Stage arrives at 8AM on Saturday

GLT Tent 20x20'

barricade

Food

barricade

Food vendors

100 W Jefferson

Sound

Food

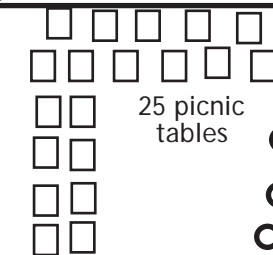
Maguires

snow fencing

10 x 20' Beer Tent

Dump truck for garbage delivered when barricades placed. Park on the NW corner of Center & Washington - as close to the corner as possible to leave room for portable toilets with back of truck open to concert grounds.

Beer Wagons



25 picnic tables



36 trash containers



McLean County Museum of History

handwashing stations

200 N Main

Vendor 10x10'

Vendor 10x10'

Vendor 10x10'

Vendor 10x10'

barricade

100 W Washington

barricade

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts Department

SUBJECT: Presentation and discussion by the Boys & Girls Club of Bloomington/Normal for the lease and/or sale of 3.25 acres of City park land inside Sunnyside Park for the development of a new facility, as requested by the Boys & Girls Club in consultation with the Parks, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: Council give City staff direction on whether to pursue an Agreement with the Boys & Girls of Bloomington/Normal for the lease and/or sale of the requested land within Sunnyside Park.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities; Goal 5 – Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 2D - Well-designed, well maintained City facilities emphasizing productivity and customer service. Objective 5A – Well-planned City with necessary services and infrastructure

BACKGROUND: In 2017, City Administration and Officials met on-site at the request of the BGCBN to discuss a location for a potential new facility near their current property 1615 Illinois St, Bloomington. As a result of this meeting an idea to utilize space in either Sunnyside Park (407 E. Erickson Ave) or an adjacent City owned detention (undeveloped) property to the west of Sunnyside Park developed. For more information on the request, please see the attached correspondence from BGCBN.

The goal of BGCBN is to develop a community-supported plan that can be successfully implemented through fundraising by the BGCBN to build a new facility located within Sunnyside Park and in return develop an equal amount of parkland in the undeveloped City owned parcel.

This partnership would:

- Provide land for a BGCBN new facility
- Provide off-street parking for Sunnyside Park and the new BGCBN facility
- Align with the West Bloomington Revitalization Project
- Complement the new (2017) PRCA playground and basketball court improvements
- Allow indoor space to collaborate with PRCA on programming
- Establish recreation space in the undeveloped land west of Sunnyside Park

If the Council is interested in pursuing this partnership, City staff will work with the BGCBN to develop a lease or sale agreement that addresses the development, area covered, improvement of replacement park property and any other appropriate requirements or protections for the City. This agreement will then come back for formal review and consideration by the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Boys & Girls Club of Bloomington/Normal, Sunnyside Park Residents

FINANCIAL IMPACT: This item is for presentation and discussion only.

COMMUNITY DEVELOPMENT IMPACT: The impact will be determined after the City Council discussion.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: Unknown at this time. The project is not a City construction even though it is on City property.

Respectfully submitted for Council consideration.

Prepared by: Eric Veal, Assistant Director of Parks, Recreation and Cultural Arts

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PRCA 2B - LETTER Boys & Girls Club
- PRCA 2C AERIAL Boys & Girls Club - Sunnyside Park



To: City Council Alderman

REQUEST

The Boys & Girls Clubs of Bloomington Normal (“BGCBN” or the “Club”) is proposing the following collaboration with the City of Bloomington (“City”):

- BGCBN and City enter into an agreement acceptable to both parties at a nominal cost for the use of land in Sunnyside Park to build a new facility
- BGCBN and the City through its Parks, Recreation and Cultural Arts Department will collaborate on future opportunities for joint programming at the new facility that benefit the community

BGCBN OVERVIEW

BGCBN has been a part of our community since 1992. Our mission is “to empower all young people, especially those who need us most, to reach their full potential as productive, caring responsible citizens.”

For over 25 years, BGCBN has offered daily access to a broad range of programs for youth ages 6 to 18. Today, the Club fills the gap between school and home for nearly 1000 youth in our community at two locations throughout the school year and Summer. BGCBN programs empower youth to be academically successful, exhibit good character and citizenship, and live healthy lifestyles. BGCBN provides a safe, welcoming and positive environment in which kids and teens have fun, participate in life-changing programs, and build supportive relationships with peers and caring adults.

BGCBN is currently located at 1615 West Illinois Street in west Bloomington and operates a satellite site at Bloomington Junior High School through a collaboration with District 87. The Club’s main site is leased from Bloomington Housing Authority.

Over the past 5 years, the Club has experienced substantial growth.

	2013	2017
Registered Members	397	772
Total Youth Served	483	934
School Year Avg. Daily Attendance(ADA)	56	185
Summer ADA	69	152
Teen Registered Members	123	350
Teen - School Year ADA	12	87
Teen - Summer ADA	15	73
Sites	1	2
Meals Served	6,750	12,080
FT Employees	1	7
Part Time Employees	3	19
Volunteer	325	397

FUTURE VISION

Our focus is to continue to grow and positively impact more youth and families in the Bloomington-Normal and surrounding communities. At this time, a significant limitation on such growth is the size and age of the facility. Critical in our effort are the following factors:

- BGCBN has become a vital asset to many youth and families in our community. We have become a part of their lives, their community and their neighborhood. We are part of the west Bloomington community and are aligned to its revitalization. We are neighbors in the Sunnyside Neighborhood community. We belong and are needed in the Sunnyside Park Neighborhood.
- As we continue to evaluate the future needs of BGCBN, we search for strategic partnerships to benefit our members and the community in a more efficient and effective manner. This request is based on the increased benefit that will be generated by a collaboration of the City through its Parks, Recreation & Cultural Arts and BGCBN to open doors for our youth and our families.
- Every kid deserves a place. A place to feel safe. A place to feel connected. A place to belong. BGCBN provides such places – where kids can go after school and during the Summer to grow beyond the classroom. No matter why they enter the Club, young people leave with the knowledge that the Club Experience provides a fun, safe space and a fostering environment where they can be who they are and become who they were meant to be.
- 94% of our members live below the poverty level. Without BGCBN, our kids have little opportunity to complete their education, pursue their dreams or to achieve their full potential as responsible citizens and neighbors of this community. This year, for the third year in a row, 100% of the Boys & Girls Club members have advanced to the next grade level in school and 100% of our seniors have graduated from high school.
- BGCBN has grown significantly in its community support and is well-positioned for this opportunity. This support is evidenced by a 550% increase in revenue from the Be Great Breakfast and a 160% increase in in the Great Futures Annual Appeal mailing. The organization continues to increase its network of key donors and will leverage their strength through both financial and in-kind contributions.

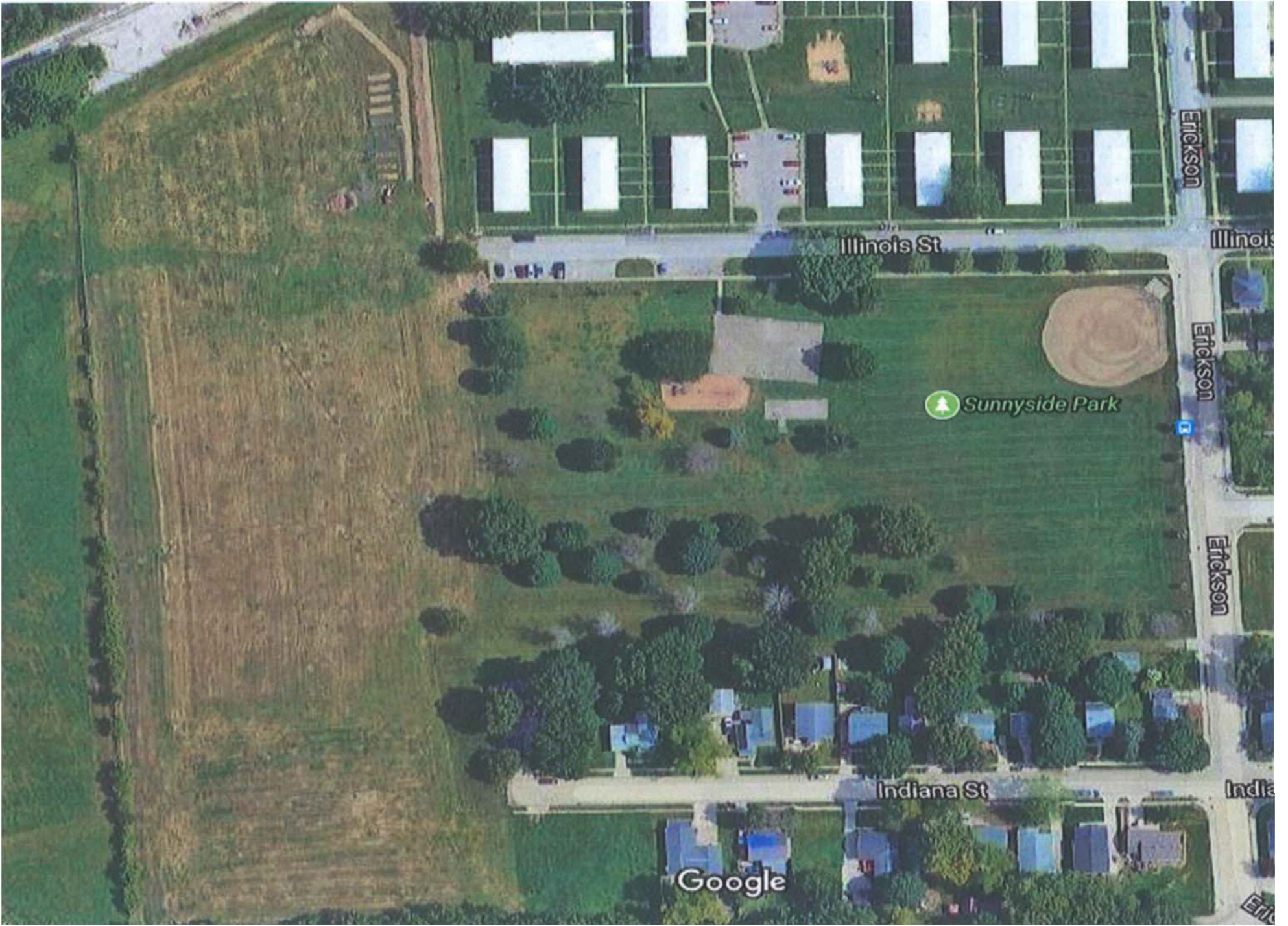
Approval of this request will allow BGCBN to take the next steps to make our dream a reality. Together, we can move the needle and create real social change. Real, lasting change takes collaboration, big ideas and bold action. Let's build GREAT FUTURES together.

Sincerely,



Tony Morstatter
Chief Executive Officer
Boys & Girls Clubs of Bloomington-Normal
1615 Illinois St.
Bloomington, IL
(309) 829 3034

GREAT FUTURES START HERE.



Erickson

Illinois St

Illinoi

Erickson

Sunnyside Park

Erickson

Indiana St

India

Google

Eri

Boys & Girls Clubs of Bloomington-Normal



BOYS & GIRLS CLUBS
OF BLOOMINGTON-NORMAL





BOYS & GIRLS CLUBS OF BLOOMINGTON-NORMAL

REQUEST

The Boys & Girls Clubs of Bloomington Normal is proposing the following collaboration with the City of Bloomington:

- BGCBN and City enter into an agreement acceptable to both parties at a nominal cost for the use of 3.27 acres in Sunnyside Park to build a new facility
- In alignment with the City of Bloomington Comprehensive Master Plan, additional usable green space will be incorporated into our plan.



Mission & Vision



- Our Mission: To empower all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.
- We envision a community where every young person has the opportunity for a bright future.



Serving More Youth

	<u>2013</u>	vs	<u>2017</u>
Registered Members	397		772
Total Youth Served	483		934
School Year ADA	56		185
Summer ADA	69		152
Registered Teens	123		350
Teens – SY ADA	12		87
Teen – Summer ADA	15		73
Meals Served	6,750		32,840
FT Employees	1		7
PT Employee	3		19
Volunteers	325		400
Locations	1		2



BGCBN by the Numbers

- 47% female
- 53% male
- 54% ages 5-12
- 46% teens ages 13-18
- 88% minority races or ethnicities
- 94% families economically disadvantaged
- 67% single-parent households
- 100% of our members advance to the next grade level
- 100% Seniors Graduate





“A lack of affordable after school activities for low income youth was pointed out as an issue. People identified the need for the community to get together to address this issue noting that it is crucial to keep these kids on a productive path and out of trouble.”

-Education Focus: City of Bloomington Comprehensive Plan





Sunnyside Neighborhood Meeting

West Bloomington community members, join us as we get to
know one another!

Let's discuss the future for BGCBN

Where:

Boys & Girls Club of Bloomington-Normal
1615 Illinois Street, Bloomington IL

When:

Tuesday, May 8th at 6:30-7:30pm



BOYS & GIRLS CLUBS
OF BLOOMINGTON-NORMAL

Great Futures Start HERE.





BOYS & GIRLS CLUBS
OF BLOOMINGTON-NORMAL

“Residents express a great desire to expand after school programming for youth. They believe these positive activities will provide much needed enrichment to “bored youth” and keep them from getting in trouble.”

-Health and Natural Environment Focus: City of
Bloomington Comprehensive Plan



Sunnyside Park



EXISTING
SITE PLAN
SCALE: 1" = 80'-0"

YOUNG ARCHITECTS
1111 Prospect Street, Suite 100
Bloomington, IL 61701
PH: 309.244.1111
FAX: 309.244.1112
www.youngarchitects.com

project:
**BOYS & GIRLS CLUB
OF BLOOMINGTON - NORMAL**
BLOOMINGTON, IL
drawing no:
1254
sheet no:
C-1.0



Sunnyside Park & BGCBN



YOUNG ARCHITECTS
1100 North
Michigan Street, Suite 410
Bloomington, IL 61820
PHONE: 309.477.1100
FAX: 309.477.1101
WWW.YOUNGARCHITECTS.COM

PROJECT:
**BOYS & GIRLS CLUB
OF BLOOMINGTON - NORMAL**
BLOOMINGTON, IL
PROJECT NO.:
1284
DATE:
05/21/22
SHEET NO.:
**schema B
C - 2.0**



GREAT FUTURES START **HERE.**

- RETENTION DRAWING



Questions?



**THANK
YOU!**





REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of the Purchase of Neptune Water Meters and related accessories, as a limited source, for up to a maximum of \$900,000, for the Water Department FY 2019 Water Meter Installation Program from Ferguson Enterprises, as requested by the Water Department.

RECOMMENDATION/MOTION: The Purchase of Neptune Water Meters and related accessories from Ferguson Enterprises, as a limited source, be approved and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services, and Goal 2. Upgraded City infrastructure.

STRATEGIC PLAN SIGNIFICANCE Objective 1a. Budget with adequate resources to support defined services and levels of services. Objective 2b. Quality water for the long term.

BACKGROUND: Currently, water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and not cost productive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least 20 years. The City cannot competitively bid water meters of different brands and integrate them into the existing system.

The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters and the resultant efficiencies of reduced personnel needed for meter reading through City Council action on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 98% deployed (approximately 29,300 RF units installed on 31,000 total water meters since 2012). While changing out the remaining non radio meters during FY 2018, staff began a water meter change out program to remove older meters that still have lead in the meter body. We will continue to change out these water meters going forward.

In addition, the Department will utilize this purchase order to obtain compound meters. Compound meters combine two metering technologies in one innovative package. A positive displacement chamber measures low flow, while a turbine chamber records high flow. These meters are an ideal

choice for facilities that experience rapid and wide fluctuations in water demand, such as hospitals, universities, residential complexes and manufacturing or processing facilities.

The Water Department compared prices from FY 2018 and FY 2019 and found the average increase for meters from Ferguson Enterprises is 6.3% for FY 2019. See attached for additional information related to item price increases.

The Water Department is requesting to waive the formal bidding process due to its limited source, and be authorized to purchase Neptune Water meters and the related accessories listed in the attached price list, up to a total maximum of \$900,000, for its FY 2019 water meter program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2019 Budget under the Water Meter Services-Meters Account (50100150-71730). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement” on page 97.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety, and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

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

Respectfully submitted for Council consideration.

Prepared by: Nick O’Donoghue, Superintendent of Meter Services

Reviewed by: Robert Yehl, PE, Water Director

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

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- WTR 1B - Limited Source Letter
- WTR 1C - Price List for FY19
- WTR 1D - Pricing Changes



NEPTUNE
TECHNOLOGY GROUP

April 25, 2018

Nick O'Donoghue

City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

Lawrence M. Russo
VP, Finance

LMR/jsk



FERGUSON WATERWORKS #2521
 1720 STATE ST
 DEKALB, IL 60115-2617

Phone: 815-756-2800
 Fax: 815-756-2877

Deliver To: From: Tj Rodebaugh Comments:
--

13:57:53 APR 21 2018

FERGUSON WATERWORKS #2516

Price Quotation
 Phone: 815-756-2800
 Fax: 815-756-2877

Bid No: B101210
Bid Date: 04/20/18
Quoted By: KEK

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
 METERS
 WATER DEPARTMENT
 603 W DIVISION ST
 BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
 METERS
 WATER DEPARTMENT
 603 W DIVISION ST
 BLOOMINGTON, IL 61701

Cust PO#: NEW 2018 METER

Job Name:

Item	Description	Quantity	Net Price	UM	Total
NED2A11RDF3	LF 5/8 T10 MTR V4 R900I CF	1	232.370	EA	232.37
NED2B11RDF3	LF 5/8X3/4 T10 MTR V4 R900I CF	1	232.370	EA	232.37
NED2C11RDF3	LF 3/4 T10 MTR V4 R900I CF	1	300.620	EA	300.62
NED2D11RDF3	LF 3/4 SL T10 MTR V4 R900I CF	1	300.620	EA	300.62
NED2F11RDF3	LF 1 T10 MTR V4 R900I CF	1	377.250	EA	377.25
NED2H11RDF3	LF 1-1/2 T10 MTR V4 R900I CF	1	770.730	EA	770.73
NED2J11RDF3	LF 2 T10 MTR V4 R900I CF	1	931.710	EA	931.71

COMPOUNDS					

NEC2ARWF3	2 HP T/F CMPD MTR V4 R900I CF PIT	1	2004.410	EA	2004.41
NEC3BRWF3	3 T/F CMPD MTR V4 R900I CF PIT	1	3137.190	EA	3137.19
NEC3CRWF3	4 T/F CMPD MTR V4 R900I CF PIT	1	3991.740	EA	3991.74
NEC3DRWF3	6 T/F CMPD MTR V4 R900I CF PIT	1	6535.540	EA	6535.54

NRD2F13	*NLA REG 5/8 T10 V4 R900I CF INSIDE	1	199.190	EA	199.19
NRD2F23	*NLA REG 3/4 T10 V4 R900I CF INSIDE	1	199.190	EA	199.19
NRD2F33	*NLA REG 1 T10 V4 R900I CF INSIDE	1	199.190	EA	199.19
NRD2F43	*NLA REG 1-1/2 T10 V4 R900I CF INSI	1	199.190	EA	199.19
NRD2F53	*NLA REG 2 T10 V4 R900I CF INSIDE	1	199.190	EA	199.19
NRW2F13	*NLA REG 5/8 T10 V4 R900I CF	1	199.190	EA	199.19
NRW2F23	*NLA REG 3/4 T10 V4 R900I CF PIT	1	213.290	EA	213.29
NRW2F33	*NLA REG 1 T10 V4 R900I CF PIT	1	213.290	EA	213.29
NRW2F43	*NLA REG 1-1/2 T10 V4 R900I CF PIT	1	213.290	EA	213.29
NRW2F53	*NLA REG 2 T10 V4 R900I CF PIT	1	213.290	EA	213.29
NRW5F13	REG 1-1/2&2 HPT V4 R900I CF PIT	1	213.290	EA	213.29

HPT METERS					

NET4ARWF3	2 HP TURBINE MTR V4 R900I CF PIT	1	1013.220	EA	1013.22
NET4BRWF3	3 HP TURBINE MTR V4 R900I CF PIT	1	1694.210	EA	1694.21
NET4CRWF3	4 HP TURBINE MTR V4 R900I CF PIT	1	1912.400	EA	1912.40

Fax: 815-756-2877

13:57:53 APR 21 2018

Reference No: B101210

SP-NEP7D1RWF3	6 SS V4 CF PROTECTUS W/ T10 BYPASS	1	14022.460	EA	14022.46
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Net Total:	\$39718.43
Tax:	\$0.00
Freight:	\$0.00
Total:	\$39718.43

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

FERGUSON ENTERPRISES

FY2018 TOP 10 MOST PURCHASED ITEMS AS OF 4/27/18

DESCRIPTION	ITEM	2017 (FY18)	2018 (FY19)	Percentage Increase
LF 5/8 T10 MTR V4 R900I CF	5/8x3/4 WATER METER	\$218.78	\$232.37	6.21%
REG 5/8 T10 V4 R900I CF INSIDE	5/8x3/4 METER REGISTER	\$186.99	\$199.19	6.52%
LF 3/4 T10 MTR V4 R900I CF	3/4 WATER METER	\$282.92	\$300.62	6.26%
REG 3/4 T10 V4 R900I CF INSIDE	3/4 METER REGISTER	\$186.99	\$199.19	6.52%
2 HP T/F CMPD MTR V4 R900I CF PIT	2 INCH COMPOUND METER	\$1,913.38	\$2,004.41	4.76%
LF 1 T10 MTR V4 R900I CF	1 INCH WATER METER	\$355.28	\$377.25	6.18%
REG 1 T10 V4 R900I CF INSIDE	1 INCH METER REGISTER	\$186.99	\$199.19	6.52%
3 HP T/F CMPD MTR V4 R900I CF PIT	3 INCH COMPOUND METER	\$2,925.62	\$3,137.19	7.23%
4 HP T/F CMPD MTR V4 R900I CF PIT	4 INCH COMPOUND METER	\$3,715.70	\$3,991.74	7.43%
6 HP T/F CMPD MTR V4 R900I CF PIT	6 INCH COMPOUND METER	\$6,129.03	\$6,535.54	6.63%



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: Parks, Recreation & Cultural Arts

SUBJECT: Consideration of an Agreement with VenuWorks of Bloomington, LLC for the Solicitation of New Naming Rights for the Pepsi Ice Center as requested by the Parks, Recreation & Cultural Arts Department.

RECOMMENDATION/MOTION: The Agreement with VenuWorks of Bloomington, LLC for the Solicitation of New Naming Rights for the Pepsi Ice Center be approved, and the Interim 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 1e. Partnering with others for the most cost effective service delivery

BACKGROUND: The Parks, Recreation, & Cultural Arts Department (PRCA) desires to have VenuWorks of Bloomington, LLC (“VenuWorks”) solicit new naming rights for the Pepsi Ice Center. VenuWorks is the current Operator of the Grossinger Motors Arena (“Arena”), which is attached to the Pepsi Ice Center.

The original 2006 naming rights agreement for the Pepsi Ice Center was set to expire after ten years or after 67,000 units of Pepsi product had been sold at City facilities, whichever came *last*. In 2016, Pepsi and VenuWorks, on behalf of the City, negotiated a new beverage supplier agreement for the Arena, not including the Ice Center. This new agreement supersedes the old agreement.

Pepsi no longer has naming rights to the Ice Center, and the City is currently in the process of pursuing a new naming rights sponsor. Unlike in the case of the U.S. Cellular Coliseum, Pepsi is not requiring the City to remove the signage before a new naming rights sponsor is secured. The City anticipates removing the old signage at the same time the new naming rights partner’s signage is installed. This process will be less costly and confusing than removing it before a new name is secured.

In 2017, VenuWorks secured new naming rights for Grossinger Motors Arena. During the solicitation of naming rights for the Arena, VenuWorks had a marketing study completed on the building which included the Ice Center. VenuWorks also completed extensive research on local and national market opportunities for potential naming rights partners. VenuWorks has offered to assist in securing naming rights for the Pepsi Ice Center under the same contract terms utilized at the Arena, for a fee of 5% commission.

In consideration of VenuWorks' recent research, securing of Arena naming rights, and the reasonable commission rate of 5%, Staff believes that enlisting VenuWorks to assist in acquiring new naming rights for the Pepsi Ice Center makes most sense.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If this memo is approved, VenuWorks will receive a 5% fee for securing the naming rights sponsor, pending City Council approval.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

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, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PRCA 1B – AGREEMENT – Pepsi Ice Center Solicitation of Naming Rights

NAMING RIGHTS SOLICITATION AGREEMENT

The City of Bloomington (“City”) and VenuWorks of Bloomington, LLC (“VenuWorks”) desires to enter into this Agreement as of this _____ day of _____, 2018.

1. **Services.** VenuWorks, being the current Operator of the Grossinger Motors Arena (“Arena”), which is attached to the Pepsi Ice Center, and also having secured new naming rights for the Arena in 2017, will solicit on behalf of the City new naming rights for the Pepsi Ice Center (“Ice Center”) located at 201 S. Roosevelt Avenue and shall bring said proposals back to the City for its review, consideration and approval. VenuWorks shall also provide a recommended agreement for any such naming rights.
2. **Payment.** VenuWorks will receive a 5% commission based on the annual sponsorship payment made by the individual or entity that it solicited and procured for securing a new naming rights deal for the Ice Center. The 5% commission shall be paid annually across the term of the naming rights agreement upon payments being received by the City of Bloomington.
3. **Expenses.** VenuWorks may request expenses associated to the solicitation of naming rights to be reimbursed by the City (ie: travel expenses). However, all expenses must be pre-approved by the City in writing. All requests must be detailed and supported by appropriate documentation in order to be considered and, if approved, documentation of exact costs must be submitted following said expenses being incurred. Expenses are to be exact with no additional costs included other than pre-approval amounts. The City exclusively holds the right to approve or deny all requests.
4. **Exclusivity.** No exclusivity is made in this agreement, nor is intended under the terms. The City may separately seek or entertain offers for naming rights for the Ice Center and if it procures such naming rights, shall so advise VenuWorks and terminate this Agreement in accordance with Section 6. Upon such termination, no payment or other compensation shall be due. VenuWorks and the City will also communicate regularly to ensure that both parties are not soliciting the same naming rights opportunities.
5. **Authority.** The City reserves the right to approve or deny any and all opportunities for new naming rights of the Ice Center brought forward or proposed by VenuWorks. VenuWorks shall have no authority to enter into an Agreement binding the City. The City must approve the naming rights agreement which shall be executed with the City directly. VenuWorks will not be a party to the new naming rights Agreement.
6. **Term.** The term of this agreement shall be for six months and may be renewed for an additional six-month period upon written notice given by the City Manager.
7. **Termination.** Either party may terminate this Agreement, with or without cause, upon 10-day advance notice to the other party.



8. **Notice.** Notice must be made in writing as follows:

City of Bloomington
Attn: City Manager & Corporation Counsel
109 E. Olive Street
Bloomington, IL 61701

VenuWorks
Attn: President
4611 Mortensen Road, Suite 111
Ames, IA 50014

9. **Assignment.** Neither party may assign this Agreement, or the proceeds thereof, without written consent of the other party.

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

IN WITNESS WHEREOF, the above stated Agreement is accepted and executed on this _____ day of _____, 2018.

CITY OF BLOOMINGTON

Interim City Manager

IN WITNESS WHEREOF, the above stated Agreement is accepted and executed on this 8th day of May, 2018.

VENUWORKS

Lynn Cannon
Executive Director



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: May 14, 2018

SPONSORING DEPARTMENT: Administration / Legal Department

SUBJECT: Consideration of a Resolution dissolving the Intergovernmental Agreement for Operation of the John M. Scott Health Care program, approving New Bylaws, and directing the Filing of Amended Trust documents, as requested by the Administration and Legal Departments.

RECOMMENDATION/MOTION: The Resolution dissolving the Intergovernmental Agreement for Operation of the John M. Scott Health Care Program, approving New Bylaws, and directing the Filing of Amended Trust documents be approved, and the Mayor and City Clerk be authorized to execute the Resolution.

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: 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 the limited work necessary. The Trust will reimburse the City for Ms. Toney’s time spent working on Trust issues.

In furtherance of the apparent consensus, the Trust’s attorney, Tom Herr, worked with various individuals to develop an Amended Declaration of Trust and new bylaws. These were presented at a City Council work session on January 8, 2018. At that time, staff was given direction to continue moving forward on the amendments. Mr. Herr has worked with the guardian ad litem for the Trust, as well as City staff, to fine-tune the documents and the revised Amended Declaration of Trust and new bylaws for the John M. Scott Commission are now complete. The next step in the process is to approve a resolution that: (1) dissolves the existing intergovernmental agreement between the City and Township in relation to the operations of the JM Scott Trust; (2) directs Mr. Herr to file a petition with the McLean County Circuit Court seeking approval of the Amended Declaration of Trust; and (3) approves the new bylaws for the JM Scott Commission upon approval of the Amended Declaration of Trust.

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 residents who have limited access to healthcare or the inability to pay for needed healthcare services.” The revised bylaws further provides that the Township is an “eligible grant recipient” for the provision of unmet services to those who have limited access to healthcare or the inability to pay for needed health care services.

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 at least five health care professionals from multiple disciplines, as well as experts in finance, grant administration, and the healthcare of the underserved population. One member shall also be appointed to represent the Second Presbyterian Church of Bloomington in accordance with John M. Scott’s Last Will & Testament. Finally, 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.

As part of the existing Intergovernmental Agreement with the Township, the City also provides mowing and snow shoveling services at the Township Building. City staff anticipates coming forward with a new agreement to cover these and any other necessary cooperative services.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the JM Scott FY 2019 budget would be revised to reflect the grant-based focus, and presented to Council for approval. As funding for the JM Scott Trust operations comes solely from the Trust’s investment revenue, this would have no fiscal effect on the City.

The City will bill the Trust for reimbursement for costs related to its administration, as performed by the City’s Grant Coordinator. It is anticipated billing will be based on actual hours spent by the Coordinator; applied to a rate (projected to be \$50.00 per hour) that will adequately capture total costs incurred by the City. The City’s Grant Coordinator’s budget is in the Code Enforcement department of Community Development. Stakeholders can locate information related to the department in the FY 2019 Proposed Budget Book titled “Budget Overview & General Fund” starting on page 231.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Financial & Budgetary review by: Scott Rathbun, Interim Finance Director

Recommended by:

Steve Rasmussen

A handwritten signature in black ink, appearing to read "Steve Rasmussen", with a long horizontal flourish extending to the right.

Interim City Manager

Attachments:

- Attachment 1. Resolution Dissolving the Intergovernmental Agreement for Operation of the John M. Scott Health Care Program, Approving New Bylaws and Directing the Filing of Amended Trust Documents
- Attachment 2: Proposed Circuit Court Petition
- Attachment 3: Proposed Amended Declaration of Trust
- Attachment 4: Proposed Bylaws

RESOLUTION NO. _____

A RESOLUTION DISSOLVING THE INTERGOVERNMENTAL AGREEMENT FOR OPERATION OF THE JOHN M. SCOTT HEALTH CARE PROGRAM, APPROVING NEW BYLAWS, AND DIRECTING THE FILING OF AMENDED TRUST DOCUMENTS

WHEREAS, the City of Bloomington is a home-rule municipality operating in McLean County, Illinois; and

WHEREAS, on or around August 25, 2009, the City of Bloomington (“City”) and the Town of the City of Bloomington (“Township”) approved an Intergovernmental Agreement for Operation of John M. Scott Health Care Programs and Services (“Intergovernmental Agreement”) ; and

WHEREAS, the Intergovernmental Agreement provided that Township personnel, including the Township Supervisor, would be responsible for the operation of the John M. Scott Health Care Trust (“JM Scott Trust”) programs and services; and

WHEREAS, since 2009, especially with the implementation of the Affordable Care Act, substantial changes have been made in how health care and related services are delivered and provided; and

WHEREAS, in light of changes to how health care and related services are provided, the City Council of the City, as Trustee of the JM Scott Trust, desires to have the Trust Agreement amended to reflect a new model for the provision of trust funds and finds it is no longer necessary to have the Township operate the JM Scott Trust programs; and

WHEREAS, the City desires to terminate the Intergovernmental Agreement with the Township and to provide notice of said termination by providing a copy of this Resolution to the Township Supervisor; and

WHEREAS, the City Council, as Trustee for the JM Scott Trust, desires to petition the Circuit Court of McLean County to amend the Declaration of Trust and to approve new bylaws as set forth herein.

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 Intergovernmental Agreement for Operation of John M. Scott Health Care Programs and Services, dated August 29, 2009, as well as any other agreements in effect between the City and Township that relate to the JM Scott Trust shall hereby terminate upon approval by the Circuit Court of the Amended Declaration of Trust. The City Clerk is hereby ordered to provide a copy of this Resolution to the Township Supervisor as notice of said termination. The parties agree to waive the 60 day termination notice requirement contained within the existing Intergovernmental Agreement.

Section 3. The City Council, as Trustee for the JM Scott Trust, hereby directs Tom Herr, as attorney for the JM Scott Trust, to file a petition with the Circuit Court of McLean County

to amend the Declaration of Trust as set forth in Exhibit A and upon said amendment hereby approve new bylaws for the John M. Scott Commission as set forth in Exhibit B.

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, May 14, 2018, by a vote of ____ to ____.

Tari Renner, Mayor

Cherry Lawson, City Clerk

EXHIBIT A
CIRCUIT COURT PETITION

EXHIBIT B
JOHN M. SCOTT COMMISSION BYLAWS

**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF McLEAN**

IN THE MATTER OF THE CITY)	
OF BLOOMINGTON, TRUSTEE OF)	Case No. 81 CH 135
THE JOHN M. SCOTT HEALTH)	
CARE TRUST)	

PETITION TO AMEND DECLARATION OF TRUST

Now comes Petitioner, the City of Bloomington, an Illinois municipal corporation, (“Trustee”) in its capacity as the duly appointed and acting Trustee of the John M. Scott Health Care Trust dated November 1, 1981, (“Trust”) by and through its attorney, Thomas E. Herr, Dunn Law Firm, LLP and for its Petition to Amend Declaration of Trust states as follows:

1. Petitioner is the duly appointed and acting Trustee of the John M. Scott Health Care Trust previously executed in accordance with an Order entered by the Circuit Court of the Eleventh Judicial Circuit, McLean County, Illinois, (the “Court”) in the 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, subsequent to the original chancery cause entitled *Burr v Brooks, et al*, Chancery No. 12415.

2. The subject matter of this Petition is a request by the Trustee to amend the current Trust and set forth a method for implementing the Trust purposes provided for in paragraph Eleven 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...” A copy of the Last Will and Testament of John M. Scott is attached hereto as Exhibit A and incorporated by reference.

3. The Trustee is currently acting under the Declaration of Trust dated November 1, 1981 previously approved by the Court.

4. Article X of the Trust states that the Trust “shall not be amended unless the trustee first applies for and receives approval of the proposed amendment from the Circuit Court.”

5. The Trustee has determined that the charitable purposes and intent of John M. Scott can best be carried out by amending and restating the existing Trust. The principal change involves

converting to an operational model that provides grants only to qualified grant recipients and eliminates direct services.

6. The Trustee requests Court approval to execute the “John M. Scott Health Care Trust Amended Declaration of Trust,” a copy of which is attached hereto as Exhibit B and incorporated by reference. Under the amended Trust, funds will 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.”

7. The amended Trust contemplates termination of all direct services and dissolution of all Intergovernmental Agreements between the Trustee, City of Bloomington, and Bloomington Township Supervisor concerning the Trust.

8. The amended Trust and associated By-Laws further contemplate the appointment of a City of Bloomington employee as Staff Administrator to act as the primary administrative resource to the Trustee and the Commission, and who is responsible for maintaining all administrative records and files, all financial and grant related documents for the Trust, the Trustee, and the Commission. A copy of the By-Laws is attached hereto as Exhibit C and incorporated by reference.

9. Under the terms of the current and proposed amended Trust, the John M. Scott Commission (“Commission”) serves in an advisory capacity to the Trustee. The Commissioners represent local health care practitioners, professionals, and employees who are considered experts at identification and review of community health care needs. The Bloomington Township Trustee is also a member of the Commission.

10. The Commission engaged in comprehensive strategic planning over the last several years to better understand the unmet health care needs of McLean County residents as well as existing services provided through other agencies. The process included a review of the McLean County Community Health Plan, the McLean County Mental Health Action Plan, and the United Way Community Assessment Plan.

11. The Commission and Trustee also reviewed the current John M. Scott Trust instrument, intergovernmental agreements, bylaws, and other applicable governing instruments, with the goal of making recommendations as to the best organizational structure for serving the current health care needs of the underserved population in the community in a manner consistent with the original intent of the Scott Trust.

12. The Commission determined that since the implementation of the Affordable Care Act, the John Scott Health Resource Center has seen a significant decline in the number of persons seeking and qualifying for services. Concurrently, other providers and services in the community have emerged or expanded, such as a Federally Qualified Health Center, the expansion of services at the Community Health Care Clinic, and other non-profits such as Faith in Action that provide transportation for health care services.

13. The Commission concluded that the charitable purposes and intent of the Trust could best be accomplished by transitioning to a model that focuses primarily on grants rather than providing direct services.

14. The Trustee also engaged the services of the Bronner Group, LLC, a health care consulting firm, to review and audit the financial transactions, program activity, and existing Trust reports for the past three years, including expenditures, investments and revenue, and scope of program activity. The Bronner Group, LLC also conducted an audit and assessment of changes in demand for services and the related impact on the Trust's service delivery model. A copy of the Bronner Group LLC Trust Audit and Assessment Report is attached hereto as Exhibit D and incorporated by reference.

15. The Bronner Healthcare Subject Matter Expert completing the audit report concurs with the Commission and recommends the transition to a grant only model. The audit report identified the following factors as relevant in making its determination.

- a. limited overall budget of a grant only program;
- b. high administrative costs of providing direct services;
- c. the continued drop in requested services under the existing program;
- d. the limited scope of services provided under the existing program;
- e. the need due to State budget cutbacks; and,
- f. the lack of case management software for providing direct services.

16. The Trustee believes that the amended Trust and the change to a grant only model will provide the following benefits:

- a. Create an efficient organizational structure for serving the current health care needs of the underserved population in McLean County through fiscally sound management to meet the original intent of John M. Scott;
- b. Convert to a grant only program to minimize organizational costs and maximize the use of Trust funds for the underserved;
- c. Collaborate with existing service providers and other funders to continually assess and identify priority health needs in the community;

- d. Provide direct funding to select entities that embody the intent of the Trust.
- e. Focus grants on identified gaps in the healthcare in the community as identified by recent community health assessments; and,
- f. Reduce liability associated with providing direct services.

17. The Trustee and Commission have completed an initial set of By-Laws which provide an appropriate organizational framework for management of the grants program.

18. The amended Trust will remain in place as a court supervised trust with the City of Bloomington as Trustee.

19. Annual trust reports will be submitted by the Trustee to the Court for review and approval, with notice to the court appointed Guardian ad Litem and the Illinois Attorney General Charitable Trust Division.

20. The Illinois Attorney General's Office will continue to have oversight under the Illinois Charitable Trusts and Solicitations Act, which provides for oversight of Charitable Trusts.

21. The City of Bloomington as Trustee will retain authority to approve bylaws, amendments to bylaws, grant guidelines, and appointment of commissioners in a manner consistent with the original trust intent.

WHEREFORE, Petition prays that this Court enter an Order to:

- A. Approve and authorize the execution and implementation of the "John M. Scott Health Care Trust Amended Declaration of Trust."
- B. Authorize the City of Bloomington, acting by and through the City Council, to execute the amended Trust by its Mayor and Clerk.
- C. Approve such further relief as the court deems just and proper.

Petitioner, the City of Bloomington, an Illinois municipal corporation, in its capacity as Trustee of the John M. Scott Health Care Trust dated November 1, 1981, by,

Dunn Law Firm, LLP

Thomas E. Herr

County of McLean)
) ss
State of Illinois)

Certification

I, the undersigned, after being duly sworn on oath, depose and state that I have ready the foregoing instrument and that the contents contained therein are true and correct to the best of my knowledge, information, and belief.

City of Bloomington, an Illinois
municipal corporation, by:

Subscribed and sworn to before me this ____ day of _____, 2018.

Notary Public

Thomas E. Herr
ARDC #6211062
Dunn Law Firm, LLP
1001 N. Main Street, Suite A
Bloomington, IL 61701
(309) 828-6241

**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, subsequent to the original chancery cause entitled *Burr v Brooks, et al.*, Chancery No. 12415.

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 Charitable Trust. 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 petition the Court to request authority 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 Trust Amendments. The terms, provisions and 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 and no such alterations, amendments or changes shall be effective until Court approval has been obtained.

2.3 Petition for Instructions. The Trustee may petition the Court at any time for instructions or clarification relating to administration of the Trust and shall petition the Court prior to 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. There shall be no self-dealing by the Trustee, its subdivision, controlled entities, employees, officers, agents, or family thereof unless the relationship is disclosed.

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. However, no Trust property shall be invested in any bonds, notes, options, or other securities issued directly or indirectly by the City of Bloomington or any other subsidiary or affiliated governmental body which it is associated with, directly or indirectly, or otherwise organized to operate in McLean County, Illinois.

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 the Illinois Principal and Income Act 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 May ____, 2018.

The City of Bloomington, by

Its Mayor, Tari Renner

Attest:

Cherry Lawson, 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 is responsible for custody of the annual Court Reports and all formal Trust documents.

3. The Staff Administrator will support the Grants Committee in creating requests for proposals and creating grant agreements for execution.

4. He/she shall support the Finance and Budgeting Committee to develop a budget based on the City's accounting codes. (or per City guidelines, in compliance with the City's accounting procedures, etc.). He/she will assist the Commission in preparing for and completing 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 May ____, 2018.

The City of Bloomington, by

Its Mayor, Tari Renner

Attest:

Cherry Lawson, City Clerk

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